AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
NOVEMBER 14, 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

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

1. **Approval of the October 10, 2024, Village Council Regular Meeting Minutes:**

Motion for the approval of the October 10, 2024, Village Council Regular Meeting Minutes.
Staff: Jane Worth, Deputy Village Clerk

2. **Appointment to the Library Advisory Board:** Motion for the approval of Regular Member Robin Hughes' reappointment to the Library Advisory Board for a three-year term ending on May 14, 2027.
Staff: Kimberly Wynn, Village Clerk

3. **Approve Assignment Agreement - Assignment of Village Funds from the Opioid Litigation Settlements to Palm Beach County:** Motion to approve an Agreement to transfer or assign the Village's share of opioid settlement funds for $160,674.78 to provide abatement programs and activities**.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

4. **Resolution No. 2024-64 Budget Amendment:** Motion for the approval of Resolution No. 2024-64 to amend FY 24-25 Budget for the appropriation of the Village's necessary operating expenses from the Police Department to the Planning, Building and Zoning department and an appropriation of $500,000 utilizing a fund balance from the water and sewer fund to create a contingency account and create a GIS position during the fiscal year beginning October 1, 2024, and ending September 30, 2025. Amend the Stormwater fund to re-allocate transfers from ARPA funds in the amount of $894,094 to the Public Works Department in the General Fund.
Staff: Mara Frederiksen, Finance Director

5. **Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Full Contract (*TA*):** Motion to approve a Tentative Agreement (TA) with SEIU for a three-year agreement that is effective from October 1, 2024 – September 30, 2027. The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.
Staff: Ashley Saingilus, Human Resources Director

6. **Police Benevolent Association (PBA) Tentative Agreement (TA) - Reopener** Motion to approve a Tentative Agreement (TA) with the PBA for a re-opener. Contingent upon approval, the PBA Collective Bargaining Agreement is effective as of October 1, 2024. The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.
Staff: Ashley Saingilus, Human Resources Director

7. **Resolution No. 2024-46 - FY 25 Budget Transfer from Fund Balance - Finance Department:** Motion to approve Resolution No. 2024-46 for a budget transfer of $55,000 from the fund balance to carry forward unspent land acquisition costs in the Lake Worth Road District of the Palm Springs Community Redevelopment

Agency and amend CRA Land Aquisition amounts with repayable loan for $1,437,068 from General Fund.

Staff: Mara Frederiksen, Finance Director

8. **Resolution No. 2024-53 - Design Build Agreement and One (1) LED Message Board Sign - (FY25 - Public Works - ARPA Funded) KENCO Signs & Awning, LLC:** Motion for the approval of Resolution No. 2024-53 to accept the recommendation of the Employee Selection Committee of KENCO Signs and Awning for the design, construction, and installation of new LED monument signs at key entry points over the next three years. As part of the FY25 Budget Approval, Capital Improvement Project Plan, $450,000 was adopted for all five signs over the life of the three-year project. $100,000 was approved for FY25 (ARPA - Funded - Account Number 01441-56300).

   Staff: Felipe Lofaso, Public Works Director, Juan Ruiz, Director of Parks and Recreation

9. **Authorize Extension & Renewal of Utility Billing Printing Services Contract - Utilities Departments (FY 2025 Budget Funded - Water & Sewer Enterprise Fund) - ENCO Utility Services Florida, LLC:** Motion for the approval to renew an agreement with ENCO Utility Service Florida LLC, using a piggyback with the City of Milton, Florida (RFP #2017.10.014 - Utility Billing Services). The proposed agreement would expire on April 1, 2025, and is automatically renewed for successive one (1) year periods. Funds to support this proposed service are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

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

10. **Resolution No. 2024-63 Equipment Purchase - Cooperative Purchase - Xylem - Utilities Department (FY 2025 Budget Funded):** Motion to approve Resolution No. 2024-63 for a Cooperative Agreement with the Sheriff's Association & Florida Association of Counties Office that was completed through a competitive selection process (FSA23-EQU 21.0 – Equipment – October 1, 2023) to purchase four (4) portable Dri-Prime pumps for $261,147.40 from Xylem. Funds to support this proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

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

11. **Resolution No. 2024-58 - Work Authorization No. 01 with WGI, Inc. for the architectural phase design services and construction management services for the Village Hall 2nd Floor Flex Space Buildout:** Approve Work Authorization No. 01 with WGI. Inc., for architectural phase design services and construction management services. Funding from account number 01119-56200 to support Work Authorization No. 1, not to exceed $49,400.00.

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

12. **Resolution No. 2024-60 Acceptance of a Grant Agreement - Parks &**

Recreation Department - Florida Department of Environmental Protection: Motion for the approval of a Grant Agreement with Florida Communities Trust, a Division of the Florida Department of Environmental Protection, for $854,000 to reimburse the Village for the costs associated with the acquisition of the property located at 275 Alemeda Drive.

Staff: Lauren Bennett, Assistant Parks & Recreation Director, Juan Ruiz, Director of Parks and Recreation

13. **Resolution No. 2024-61 Award RFQ No. 2024R-003 – Design-Build Services for Village Commons Park - Parks and Recreation Department - Clear Span Structures, LLC:** Motion for the approval of Resolution No. 2024-61 to award RFQ No. 2024R-003, to Clear Span Structures, LLC, for design build services for the development of the Village Commons Park. This project will enhance the community's recreational facilities by introducing potentially new structures, such as an outdoor event performance space, a gymnasium, picnic and playground amenities, and landscaping to promote outdoor activities, events, and community gatherings. Funding will be available from the FY25 General Fund - Parks and Recreation Department.

    Staff: Juan Ruiz, Director of Parks and Recreation, Lauren Bennett, Assistant Parks & Recreation Director

14. **Resolution No. 2024-56 - Piggyback Agreement - Sago Palm Park Playground Replacement (Task Order No. 365) Parks and Recreation Department (FY 2025 - General Fund):** Motion for the approval of Resolution No. 2024-56 to approve a Piggyback Agreement through Volusia County Schools Contract (Bid No. MTS-906BC - Playgrounds and Related Equipment for $169,873.69 with Top Line Recreation, Inc. to install a new playground system with a shade structure at Sago Palm Park at 3301 10th Avenue North, Palm Springs. Funding is available from the (FY 2025 Funded - General Fund) Parks and Recreation Account.

    Staff: Juan Ruiz, Director of Parks and Recreation

15. **Approve a Piggyback Agreement with Sheriffs' Association & Florida Association of Counties for the Purchase of Fifteen (15) Police Department Vehicles FY 2025 Budget - General Fund Allocated/Estimated Project Funding:** Motion to approve a piggyback agreement with Sheriffs Association & Florida Association of Counties – Pursuit, Administrative and Other Vehicles (Bid #FSA24-VEH32.0 – October 1, 2024), for $575,026.80 for fifteen (15) police vehicles to include outfitting the vehicles with emergency equipment and striping as needed. The term of the contract expires on September 30, 2025. Funds to support the purchase of the vehicles are available within Account No. 1229-56400.

    Staff: Katelyn Niskanen, Police Support Manager

16. **Resolution No. 2024-59 - Axon Taser 10 Purchase:** Motion to approve the purchase from Axon fifty-eight (58) Axon 10's, over five (5) years for the Police Department for $268,952.20, with an annual payment of $53,790.44. This has been budgeted in the Police Department's FY 25 budget.

Staff: Peter Buhr, Police Captain, Thomas Ceccarelli, Police Chief

17. **Piggyback Agreement - Emergency Vehicle Equipment - FY 2025 General Fund - Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us:** Motion to approve a Piggyback Agreement with Broward County Sheriff's Office contract awarded to the Shyft Group Upfit Services Inc./Strobes-R-Us for $122,961.68 to purchase emergency vehicle equipment to install on eight (8) 2025 marked patrol vehicles and five (5) 2025 unmarked vehicles. Funding is available in the FY 2025 Budget - General Fund - Vehicles.
    Staff: Thomas Ceccarelli, Police Chief

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

18. **Recognizing World Aids Day Proclamation on December 1, 2024:** Proclamation recognizing World Aid Day 2024 on December 1, 2024.
    Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

19. **Lien Reduction Stipulated Agreement for 3401 2nd Avenue North - Palm Springs CRA - Global Consulting Firm, LLC:** Motion to approve a stipulated agreement with Global Consulting Firm, LLC, contingent upon compliance with the existing code violations on the property located in the Palm Springs CRA District at 3401 2nd Avenue North (by December 31, 2025) to reduce a lien to $22,000.
    Staff: Michael Bornstein, Village Manager

Motion	Second	Vote

20. **Resolution No. 2024-66 - Approve Interlocal Agreement (Funding Real Property Acquisition & Improvements) with Palm Springs Community Redevelopment Agency - 3401 2nd Avenue North:** Motion to approve Resolution No. 2024-66 for a contract for purchase of the real property located with the Palm Springs CRA District at 3401 2nd Avenue N, Palm Springs; authorizing the Village Manager to execute all documents necessary to effectuate the purchase of the real property.
    Staff: Michael Bornstein, Village Manager

Motion	Second	Vote

PUBLIC HEARINGS

21. **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. This item is continued from October 10, 2024, to the Village Council Meeting.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

22. ***(Quasi-Judicial Hearing)*** **Proposed Resolution No. 2024-47 - Hours of Operation Variance (PSV-24-07) - El Torito Sports Pub & Cantina - 4469 South Congress Avenue Suite 107-109:** Motion to consider an application for Hours of Operation Variance (PSV24-07) from Section 14-61 for a three-hour deviation to allow the existing 8,500 s.f. Sports bar to be open until 5:00 a.m., Thursday through Sunday, instead of 7:00 a.m. to 2:00 a.m. This item is continued from October 10, 2024, to the Village Council Meeting.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

23. **Resolution No. 2024-55 - Final Plat for 4084 Linda Lane:** A motion for the approval of a Final Plat has been submitted by Brandon Cabrera, the owner of Brandx LLC. This proposal seeks to replat the Military Hill IN Plat and subdivide the property at 4084 Linda Lane into two single-family home lots. There is no direct fiscal impact on the Village.
    Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote

24. ***(First Reading)*** **Ordinance No. 2024-09 - Chapter 10 – Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development Article II Floodplain Management** - Motion to approve Ordinance No. 2024-09, amending Chapter 10 - Building Regulations and Chapter 34 - Land Development to incorporate the latest Flood Insurance Study and Rate Maps for Palm Beach County, finalized by FEMA, to meet National Flood Insurance Program (NIFP) requirements.

Staff: Iramis Cabrera, PZB Director, Peter Ringle

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, DECEMBER 12, 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
OCTOBER 10, 2024 AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular meeting to order at 6:31 p.m.

ROLL CALL

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

Absent: None

Also present were Village Manager Michael Bornstein, Village Attorney Glen Torcivia, Deputy Village Clerk Jane Worth, Police Chief Thomas Ceccarelli as Sergent in Arms, Assistant Village Manager Kim Glas-Castro, Director of Public Works Felipe Lofaso, Director of Planning, Zoning and Building Iramis Cabrera, Director of Utilities Dr. Jimmie Johnson.

INVOCATION

The Village Manager, Mr. Bornstein gave the Invocation and asked for a moment of silence for all victims of Hurricane Milton.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Manager Bornstein made the following changes:
Item #6 Resolution 2024-51 - the final version has the wrong effective date. It will be today, October 10, 2024.
Item #8 moved to Public Hearings as Item #14.5.
Items #13 and #14 should read "Continued to November 14, 2024, Council Meeting" instead of "Postponed."

Council Member Joni Brinkman requested the addition of the TPA Citizens Advisory Committee Member appointment. Mayor Smith agreed to add Item 12A to Public Hearings.

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

CONSENT AGENDA

Council Member Ready motioned to approve the agenda as presented, and Vice Mayor Waller seconded it. The said motion carried 5-0.

1. **Approval of the September 12, 2024, Village Council Regular Meeting Minutes (First Budget Hearing): Motion for the approval of the September 12, 2024, Village Council Regular Meeting Minutes (First Budget Hearing).**
   Staff: Kimberly Wynn, Village Clerk

2. **Approval of the September 26, 2024 Village Council Regular Meeting Minutes (Final Budget Hearing): Motion for the approval of the September 26, 2024, Village Council Regular Meeting Minutes (Final Budget Hearing).**
   Staff: Kimberly Wynn, Village Clerk

3. **Appointment to the Library Advisory Board: Motion to Approve the appointment of Ms. Stacey-Hill as a Regular Member to the Library Board, to serve an unexpired term that ends May 14, 2027.**
   Staff: Jane Worth, Deputy Village Clerk

   SUMMARY: Currently there is one (1) Regular Member vacancy due to the resignation of Ms. Karen Gebo on August 31, 2023. There are also two (2) Alternate Member vacancies on the Library Board.

   Ms. Stacey Hill has submitted an application expressing an interest in serving as a Regular Member. If approved, she would serve an unexpired three (3) year term that ends on May 14, 2026.

   If the appointment is approved, there will be two (2) Alternate Member vacancies on the Library Board remaining.

   FISCAL IMPACT:
   The proposed appointment does not have a fiscal impact on the village.

4. **Appointment to the Police Officer's Pension Board of Trustees: Motion to approve the reappointment of Mr. Thomas Gehrman as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for a term that ends September 30, 2026.**
   Staff: Jane Worth, Deputy Village Clerk

   SUMMARY: Staff requests that the Village Council reappoint one member to the Police Officers' Pension Board of Trustees. The term for Mr. Thomas Gehrman expired on September 30, 2024. No other applications were received.

   Mr. Gehrman has submitted an application indicating his interest in remaining on the Board. Therefore, the staff recommended the reappointment of Mr. Gehrman to the Police Officer's Pension Board of Trustees as a Resident Member for a two-year term that expires September 30, 2026.

   If the reappointment is approved, there will be no vacancies on the Police Officer's Pension Board of Trustees.

   FISCAL IMPACT:
   The proposed appointment does not have a fiscal impact on the village.

5. **Agent of Record–Employee Benefits Broker Services Agreement – Piggyback – RSC INSURANCE BROKERAGE, INC (d/b/a The Gehring Group): Approve the piggyback Agreement for the Agent of Record Employee Benefits Broker Services with the RSC INSURANCE BROKERAGE, INC piggybacking the City of Parkland - (Group Benefits Consultant/Agent of Record - RFP # 2022-03) for $30,000 per year ($7,500 per quarter) for a**

Consultant to help in the selection of health insurance, dental insurance, vision insurance, and other ancillary products. This Agreement shall commence on October 1, 2022, and shall remain in effect for two (2) years, with three (3) additional one (1) year term(s). Funding to support this service is available within the FY 2025 Budget - General Fund and Water & Sewer Enterprise Fund.

Staff: Ashley Saingilus, Human Resources Director

SUMMARY: The Village uses a consultant to select health insurance, dental insurance, vision insurance, and other ancillary products. RSC INSURANCE BROKERAGE, INC currently provides employee benefits.

The Village is proposing to accept RSC INSURANCE BROKERAGE, INC's Employee Insurance pricing by piggybacking the City of Parkland's RFP #2022-03 contract, including all terms, conditions, and pricing therein. The City of Parkland has approved the extension of services using the first of three (3) one year extensions. This extension is subject to all terms/conditions contained in the original contract. This contract renewal is in effect for the period beginning October 1, 2024 and ending September 30, 2025. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contact; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited per Village Purchasing Code.

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

FISCAL IMPACT:

Funding to support this service is available within the FY 2025 Budget - General Fund and Water & Sewer Enterprise Fund. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: A flat annual consulting fee (equal to the estimated commission) will remain the same at $30,000 ($7,500 quarterly).

6. **Resolution No. 2024-51 - In Support of a Collaborative Process for Developing and Creating a Countywide Transportation Plan: Motion for the approval of Resolution No. 2024-51 to support the procurement and oversight of consultants for developing a countywide Transportation Plan, supporting the formation of a Technical Advisory Committee. There is no direct fiscal impact on the Village.**

   Staff: Kimberly Glas-Castro, Assistant Village Manager

   SUMMARY: The Palm Beach County City Manager's Association (PBCCMA) has drafted a Scope of Services for a Countywide Transportation Planning effort. This countywide project proposes that the Intergovernmental Coordination Program (ICP), which all cities, the county, and

several special districts are party to, provides the framework for a planning process.

- The ICP's Multijurisdictional Issues Coordination Forum Executive Committee (MICFEC) is proposed to serve as the Oversight Board for the Consulting Firm hired to craft the Countywide Transportation Plan.

- The formation of an expanded version of the Intergovernmental Plan Amendment Review Committee (IPARC) is proposed by adding municipal and County Engineers, Public Works, IT, and others as deemed appropriate by MICFEC to serve as the Technical Advisory Committee (TAC).

If approved, the proposed resolution will be provided to the Palm Beach County Board of County Commissioners, to the other 38 cities, and to the School Board.

FISCAL IMPACT:
There is no direct fiscal impact as a result of this item.

7. **Resolution No. 2024-48 Grant Agreement with the State of Florida (FY25 Appropriation) - Congress Avenue Sanitary Sewer Force Main - $1,000,000: Motion for the approval of Resolution No. 2024-48 that the Florida Legislature appropriated $1 million in the FY24-25 budget to the Village of Palm Springs' Congress Avenue Sanitary Sewer Force Main Project. This $1 million appropriation is a reimbursement grant administered by the Florida Department of Environmental Protection.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Florida Legislature approved a $1 million appropriation in its 2024-2025 budget for the Village of Palm Springs' Congress Avenue Sanitary Sewer Force Main Project. In May 2024, the Village and County entered into an Interlocal Agreement to partner in installing sanitary sewer lines along the Congress Avenue corridor in a $3 million project.

The Village had requested a $3 million appropriation to expand the scope of the wastewater project to serve additional properties along the Congress Avenue corridor and within the Palm Springs Community Redevelopment Agency (CRA) District. While less than the original request, the $1 million State appropriation will assist in funding a portion of the project's construction costs on a reimbursement basis.

Note: Holtz Consulting Engineers, the Village's Engineer of Record, is finalizing the construction plans. Staff will be proposing that the construction contract be awarded to one of the Palm Beach County Water Utility Department's contractors via piggyback on a continuing construction services agreement. Award of a construction contract is estimated to occur in May 2025.

FISCAL IMPACT:
This $1 million appropriation is treated as a reimbursement grant and is administered through the Florida Department of Environmental Protection.

8. **Temporary Use Permit Agreement - Tacos al Carbon - 4420 Lake Worth Road: Motion to consider a Temporary Use Permit Agreement with Tacos al Carbon at 4420 Lake Worth Road to allow the continued use of the 1.5-acre property as a restaurant with accessory outdoor seating area, and commercial vehicle storage (food trailer, corn roasters, storage**

trailer, etc.) while the property pursues final site plan approval process.
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Kevin McGinley, agent for Tacos Al Carbon, is requesting approval of a temporary use permit to allow the continued use of the 1.5-acre property as a restaurant with accessory outdoor seating area, and commercial vehicle storage (food trailer, corn roasters and refrigerated storage trailer) while the property seeks final site plan approval process.

The temporary use permit is being requested for a maximum of nine months to continue to occupy the property notwithstanding certain non-conformities with the current annexation agreement and the Village's regulations while the site plan is being processed and construction of required improvements is completed.

Note: Village Land Development regulations Section 34-895 governing temporary use permits limit the approval of temporary uses to a 2-year duration.

The property presently supports a 1,197 sq ft restaurant building, which was annexed to the Village in 2014 under an annexation agreement. Provisions of the annexation agreement required that the property owner complete construction of all improvements depicted on the final site plan approved by Palm Beach County within twelve months of the effective date of the annexation agreement (improvements were supposed to be completed by December 11, 2015).

Additionally, at the time of the execution of the annexation agreement, the following identified permitted uses were allowed to remain:

- Mobile food trailers shall be permissible use for 12 years - mobile sales shall be conducted from a single portable trailer or truck and shall be removed/relocated at least three times per week (no use of unapproved portable stands, tents, canopies, trailers, etc. permitted).
- Signage shall comply with the Village Land Development Regulations.
- Parking lots and access drives shall be maintained in good and non-dusting conditions.
- Garbage shall be disposed of in an approved dumpster and screened in accordance with the Village's land development standards.
- No additional mobile food trailer or concession equipment may be operated on the property at any time.
- A maximum of four mobile corn roasters, one cold storage trailer and one dry storage trailer is permitted to be stored within the storage area, screened from view, and secured with a fence or wall in compliance with the Village's regulations.

Compliance with the Annexation Agreement between the property owner and the Village shall include compliance with all the following:

- Obtain an approved site plan or remove all violations from the property and return it to a state of compliance with all applicable Village of Palm Springs ordinances.
- Mobile Food Trailer to be removed/relocated at least three times per week; no use of unapproved portable stands, tents, canopies, trailers. This food trailer is not mobile. It is anchored to the ground and tied to electricity and plumbing without permits and inspections. All unpermitted electrical and plumbing must be disconnected until permitted.
- Remove all prohibited use of tents, canopies, and trailers

- Remove or obtain permits for all upgraded electricity without permits and inspections
- Remove all prohibited A-Frame signage.
- Repair and improve the parking lot, which is not maintained in good, non-dusting condition.
- Screen the dumpster from view and remove all trash and debris present.
- Only one (1) cold storage trailer, one (1) dry storage trailer, and one (1) corn roaster are allowed on site and must be stored in the newly constructed storage area.

Since the property owner has failed to comply with the December 2014 Annexation Agreement and has continued to operate for the last nine years without any improvements or real investment, staff does not support the applicant's request and recommends denial of the temporary use agreement. The CRA staff wants to be supportive of neighborhood-oriented businesses. However, the proposed temporary use may contribute to blight rather than assist in achieving the redevelopment and revitalization objectives of the Lake Worth Road district.

Should the Village Council desire to recommend approval of the Temporary Use, the Village's attorney shall review and approve the agreement.

FISCAL IMPACT:

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

9. **Resolution: 2024-52 - Geographic Information System Services - Piggyback - All Departments (FY 2025 Budget Funded - General Fund/ Water & Sewer Enterprise Fund) - Florida Technical Consultant, LLC.: Motion for the approval of Resolution No. 2024-52 to Piggyback an Agreement with Florida Technical Consultants, LLC., through the Town of Jupiter Island, for continued Geographic Information System (GIS) services on an as-needed basis for a contract term expiring on February 22, 2027. Under this proposed agreement, funds from the FY 2025 General Fund and Water and Sewer Enterprise Fund will be available to support services.**

Staff: Paul Ward, Assistant Director of Utilities

SUMMARY: Various Village of Palm Springs departments need continued Geographic Information System (GIS) services. The services include adding GIS data, such as easements, boundaries, as-builts, pipelines, lift stations, and fire hydrants, and updating and correcting existing GIS data.

For the lowest possible price, the staff recommends that the Village piggyback off the current Town of Jupiter Island contract awarded to Florida Technical Consultants, LLC. completed through a competitive selection process - Geographic Information System Consulting Services (RFQ 2023-02).

If approved, the Village would accept Florida Technical Consultant, LLC.'s pricing by piggybacking the Town of Jupiter Island's contract, including all terms, conditions, and pricing. The proposed agreement would expire on February 22, 2027, and has two (2) additional one (1) year renewal options. The Village will only expend the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

substantially similar goods or services were competitively solicited.

The Village Attorney prepared the proposed agreement, and the Utilities Director, Planning Zoning & Building Director, Assistant Utilities Director, and Finance Director reviewed it.

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

FISCAL IMPACT:
Funding to support services under this proposed agreement is available within the FY 2025 Budget Various Depts as follows: General Fund (01224-53400) $100K, (01229-53400) $4,200 (01441-53400) $5,000 & Water/Sewer Enterprise Fund (41336-53400) $35K.

10. **Proposed Resolution No. 2024-50 State of Florida Cooperative Purchase Agreement and Purchase Order with Step One Automotive - Motion for approval of Resolution No. 2024-50 of a Cooperative Agreement with Step One Automotive through the State of Florida Cooperative Purchase Agreement (Contract # 25100000-23-STC) in the amount not to exceed $443,462.92 for nine (9) vehicles for the Water Utilities Department.**
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village's Water Utilities Department is actively engaged in the maintenance and management of the water and sewer utilities for municipal customers throughout the Village and within the service area. A key component of the success of this responsibility is to keep all assets in proper condition and maintain a replacement schedule as assets age and become too costly to maintain.

The most efficient manner in which to procure vehicle assets is to utilize existing cooperative purchase agreements already in place in the State of Florida. The Staff has reviewed the various available cooperative purchase agreements and is seeking approval of the utilization of the State of Florida Department of Management Services Contract #251000000-23-STC. The approved vendor through this cooperative agreement is Step One Automotive.

The Water Utilities Department has identified a total of nine (9) vehicles that are in need of replacement and are beyond their useful life. The Village has received a proposal from Step One Automotive, who is a member of the State of Florida Department of Management Services Cooperative Purchase Agreement (Contract #25100000-23-STC).

The staff is seeking approval of both the utilization of the State of Florida Department of Management Services Contract #25100000-23-STC and the subsequent purchase order with Step One Automotive for the procurement of 9 vehicles at a cost not to exceed $443,462.92.

FISCAL IMPACT:
The Purchase Order with StepOne Automotive for the procurement of 9 vehicles at a cost not to exceed $443,462.92 from account #41336-56400

End of Consent Agenda....
Motion to approve the Consent agenda as modified was made by Council Member Ready and second by Vice Mayor Waller. Motion carried 5-0

PRESENTATIONS

11. **National Breast Cancer Awareness Month: Recognizing October as National Breast Cancer Awareness Month and October 18th as Mammography Day.**
Staff: Andrea Medero, Records Clerk

Mayor Smith read the proclamation into the record and presented the proclamation to Staff member Maria Izzo.

12. **Proclamation Recognizing Florida City Government Week - October 10 - 16, 2024**
Staff: Andrea Medero, Records Clerk

Mayor Smith read the proclamation into the record and presented the proclamation to Deputy Village Clerk Jane Worth.

PUBLIC COMMENT

Johnnie Tieche - 305 Winged Foot Road - Mr. Tieche thanked the staff for a great job of keeping the Village in excellent shape during the hurricane. There were other residents that he spoke with who said they were impressed with all the trucks that were out picking up vegetation and other items that people put out at the last minute.

PUBLIC HEARINGS

14A. Council Member Brinkman said Mr. Johnnie Tieche has volunteered to be appointed to the Citizens Advisory Committee. Members review and give input to the Transportation Planning Agency (TPA) on agenda items. The Village Council all agreed Mr. Tieche would do a great job.

14.5 Temporary Use Permit Agreement - Tacos al Carbon - 4420 Lake Worth Road: Motion to consider a Temporary Use Permit Agreement with Tacos al Carbon at 4420 Lake Worth Road to allow the continued use of the 1.5-acre property as a restaurant with accessory outdoor seating area, and commercial vehicle storage (food trailer, corn roasters, storage trailer, etc.) while the property pursues final site plan approval process.

This item was moved to Item #14.5
4420 Lake Worth Road Tacos El Carbon - Director Iramis Cabrera presented this item. She informed the Council that Tacos El Carbon was requesting the mobile food trailer on the west lot to be permanent for 9 months, while the property seeks final approval for a site plan. Currently, the property has multiple code violations and is not compliant with the Temporary Use Agreement. Staff does not support the request and requests the property owner to move forward with improvement and compliance to their property.

Council Member Brinkman stated she spoke with Mr. McGinley. Mr. Kevin McGinley represented Tacos El Carbon and the owner, Eloisa Delgado. Mr. McGinley first wanted to commend the Villages website as everything regarding announcements during the hurricane was in the hands of the residents.
Mr. McGinley gave a background history of Tacos El Carbon and the requests that are being made by Tacos El Carbon. Mr. McGinley informed the Village Council that Mrs. Delgado has retained a civil engineer, surveyor, and all proper employees to move the project along. Mrs. Eliosa Delgado, the owner of Tacos El Carbon, spoke regarding the history of the business and the obstacles that

happened along the way, causing hardship.

Council members had questions regarding the Special Magistrate violations and fines and the new building proposed. Code Enforcement Officer Nanciann Cuenot informed the Council of the violations brought before the Special Magistrate. A fine of $250.00 per day, per violation will be applied if compliance is not met with the violations.

Village Attorney Glen Torcivia answered questions regarding the violations and procedures of the Special Magistrate.

There were no other comments from the public.

A motion to approve the temporary use agreement for Tacos El Carbon was moved by Council Member Brinkman and seconded by Council Member Ready with all conditions brought forward by staff. Motion carried 5-0.

13. **Proposed Resolution No. 2024-47 - Hours of Operation Variance (PSV-24-07) - El Torito Sports Pub & Cantina - 4469 South Congress Avenue Suite 107-109: Motion to consider an application for Hours of Operation Variance (PSV24-07) from Section 14-61 for a three-hour deviation to allow the existing 8,500 s.f. Sports bar to be open until 5:00 a.m., Thursday through Sunday, instead of 7:00 a.m. to 2:00 a.m.**
THIS ITEM IS BEING POSTPONED TO NOVEMBER 14, 2024 COUNCIL MEETING
Staff: Iramis Cabrera, PZB Director

14. ***(Quasi Judicial Hearing / Second 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.**
THIS ITEM IS POSTPONED TO THE NOVEMBER 14, 2024 VILLAGE COUNCIL REGULAR MEETING
Staff: Iramis Cabrera, PZB Director

15. **Preliminary Plat to subdivide the property into two single-family lots for the property located at 4084 Linda Lane: Motion for approval for a Preliminary Plat to subdivide the property into two single-family lots, for the property located at 4084 Linda Lane. There is no direct fiscal impact on the village.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Brandon Cabrera from BrandX LLC, owner of the property, has filed a preliminary plat to re-plat the Military Hill plat as recorded in Plat Book 23, Page 21 of the Public Records of Palm Beach County, Florida. The applicant proposes subdividing the multifamily lot, located at 4084 Linda Lane, into two (2) separate single-family lots. Each lot will exceed the minimum lot dimension requirements of 64 feet width by 100 feet depth.

The Village's Surveyor, Engenuity Group, Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The Planning and Zoning Board considered the proposed preliminary plat at their September 10, 2024, regular meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the plat is required before the issuance of any certificate of occupancy for any new residence.
Director Iramis Cabrera presented the item. The preliminary plat was approved by the Planning and Zoning Advisory Board on September 10, 2024 and recommended approval.

Mr. Brandon Cabrera was sworn in by Deputy Clerk Worth. Mr. Cabrera, owner of BrandX, gave a presentation of the proposed development.

No comment from the public during the public hearing.

Mayor Smith asked for a motion to approve the preliminary plat located at 4084 Linda Lane. Approval was made by Mayor Pro Tem Schmidt and seconded by Council Member Ready, with the sidewalks to be added to the list of conditions. Motion carried 5-0
FISCAL IMPACT:
The proposed preliminary plat will facilitate the construction of 2 single-family homes, which will further contribute to the village's overall property values.

16. **Temporary License Agreement - Sixteen (16) Temporary-Seasonal Storage Container/Trailer for Three (3) Years (2024-2026) - 2765 10th Avenue North (Walmart): Motion to approve a three-year Temporary License Agreement with Walmart (Store #5882) at 2765 10th Avenue North to allow sixteen (16) storage containers on their premise for the upcoming holiday season to provide inventory and customer layaway storage in the rear and on the side of the store property from September 1, 2024, through January 5, 2025.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Bryant Samuels, Manager of Walmart (store #5882) at 2765 10th Avenue North, is requesting temporary approval to allow a total of sixteen (16) containers/trailers for the upcoming holiday season to provide inventory and customer layaway storage in the rear and on the side of the store property.

In 2020, the Village Council approved the 6th request for a three (3)-year period Temporary License Agreement to utilize temporary storage units at the property for seasonal storage of refrigerated holiday food/grocery inventory and layaway merchandise storage, subject to the following conditions:

- During the 2020 holiday season, a maximum of twenty (20) storage units are allowed.
- During the 2021 holiday season, a maximum of sixteen (16) storage units are permitted.
- During the 2022 holiday season, a maximum of twelve (12) storage units are allowed.

The applicant requests approval of a one (1)-year Temporary License Agreement with the village to install sixteen (16) storage containers/trailers through the holiday season from September 1, 2024–January 5, 2025.

The Village's Code - Section 34-829 - Temporary licensing of specific uses, provides that notwithstanding any other provision of this subdivision, including section 34-823, the PZ&B

Director, or as provided in this section, the Village Council, for good cause shown, may grant a temporary license for an establishment in the CG district, not exceeding five (5) years from the approval date, renewable at the option of the village, for specific uses identified in this subdivision.

The staff maintains that Walmart's utilization of sixteen (16) storage trailers this year is not an issue. However, having an additional storage area is necessary at the end of each year during the holiday season. The request for a temporary license has been brought to the Village Council for consideration and input before administrative action of the Planning, Zoning & Building Director.

Staff is requesting direction/input from the Council to ensure that the proposed request complies with the desires of the Village Council regarding temporary and accessory uses.

Director of Planning, Zoning, and Building Cabrera informed the Council that Walmart is requesting a one (1) year temporary agreement for sixteen (16) seasonal storage containers.

Mr. Brian Samuels, representing Walmart, stated that business is growing. Walmart will make 1/3 of its sales during the 4th quarter. That is the way it has been historically. The Village Council, Mr. Samuels, and the staff continued to discuss the item. Council Member Ready suggested a new location for a storage building. The Village Attorney, Mr. Torcivia read the title of the caption to the record. Village Council agreed to an extension of three (3) years for a Temporary License Agreement.

Mayor Smith asked if anyone had public comment. Johnnie Tieche, 305 Winged Foot, asked if the original agreement had 17 units, and one (1) freezer, which they wound up with 22 units, which included the refrigerator. Discussion took place on this.

Mayor Smith offered the public an opportunity to further comment. There were no comments from the public. Vice Mayor Waller motioned for the approval, and Council Member Brinkman seconded. The said motion carried 5-0

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

17. **Resolution No. 2024-49 - Adopt Local Mitigation Strategy Plan (Update): Motion to approve Resolution No. 2024-49 to authorize the Village Council of to approve and Adopt the 2024 Palm Beach County Local Mitigation Strategy (LMS) Plan and establish appropriate responses or mitigation measures for properties within the County.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: The Village participates with Palm Beach County and other cities in a joint planning effort to identify potential hazards (i.e., natural and/or human-caused-fire, flood, storms, etc.) and establish appropriate responses or mitigation measures for properties within the County. This plan, The Palm Beach County Local Mitigation Strategy, is required to be evaluated and updated, as needed, every five (5) years.

The updated 2024 Local Mitigation Strategy (LMS) plan is the product of an 18-month-long evaluation process, and it has been reviewed by the State Division of Emergency Management and found to comply with federal standards. The proposed LMS plan update is subject to FEMA's

final approval after all the participating cities have adopted the updated plan via resolution.

In order for the Village to be eligible for the Hazard Mitigation Grant Program, Flood Mitigation Assistant Program, and Pre-Disaster Mitigation funding programs, we are required to approve and adopt a local mitigation strategy. This countywide plan includes village characteristics and provides a means for Village Mitigation projects to be included within the Prioritized Project List and ranked should federal dollars become available and are available to be received. At this time, the Village has six (6) ranked projects within the County's LMS Plan. (Additionally, the LMS Plans serve as the Village's Floodplain Management Plan for the National Flood Insurance Program's Community Rating System (CRS)).

The Village has previously approved an Interlocal Agreement with Palm Beach County (Resolution No. 2000-16) to participate within the County's LMS Plan as well as updated to the Plan in 2010, 2014 and 2019 (Resolution No. 2010-35, Resolution No. 2014-66 and Resolution No. 2019-38).

Director of Planning, Zoning and Building, Iramis Cabrera, informed the Council every five (5) years the Local Mitigation Strategy (LMS) plan is updated and asked for Village Council approval.

Mayor Smith offered the public an opportunity to further comment. There were no comments from the public. There were no comments from the Village Council. The Village Attorney, Torcivia, read the title of the captions into the record.

Council Member Ready motioned for the approval of Resolution No. 2024-49, and Mayor Pro Tem Schmitz seconded. The said motion carried 5-0

FISCAL IMPACT:
A Local Mitigation Strategy Plan is a requirement of the Community Rating System (CRS), which enables properties within the Village to benefit from discounted (or reduced) flood insurance rates through the National Flood Insurance Program.

ACTIONS AND REPORTS

None

VILLAGE MANAGER COMMENTS

Village Manager Bornstein commented on the staff and all those here tonight. Manager Bornstein recognized Directors Felipe, Lafaso, Dr. Jimmy Johnson, Mara Frederiksen, Assistant Director Kim Glas-Castro, Director Iramis Cabrera, Code Enforcement Officer Nanciann Cuenot, and Staff member Maria Izzo and all that were present, and those that were there during the storm warnings. They are all amazing people, and he was grateful to work with them.

Council Member Gary Ready wished everyone a Happy Yom Kippur on Saturday.

Mayor Pro Tem Kim Schmitz thanked the Village staff and their dedication.

Council Member Joni Brinkman said she was following up on the managers' comments. She stated communication on Facebook and the Village website is amazing.

Vice Mayor Patti Waller - appreciative of all the staff. Everyone did a fantastic job - there were photos of guys cleaning sidewalks and swales. Thank God there was not a catastrophic event, and they kept

me safe.

Village Attorney Glen Torcivia commented he was very lucky to be here tonight, and that everyone survived the storm. The tornadoes were 100 yards away. Thankfully, everyone here survived it fine.

Mayor Smith commented on Lauren and social media. The staff is great, and Mayor Smith stated she was very appreciative of all that work for the Village.

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

Mayor Smith adjourned the meeting at 8:14 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 **October 10, 2024**. Which minutes were formally approved and adopted by the Village Council on **November 14, 2024.**

Jane R. Worth

Jane R. Worth, Deputy Village Clerk

NEXT REGULAR MEETING:
THURSDAY, NOVEMBER 14, 2024, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE CRA MEETING)

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Administration

ITEM #2: Appointment to the Library Advisory Board

SUMMARY: Ms. Robin Hughes has expressed her interest in continuing to serve as a Regular Member and Chair of the Library Advisory Board. She has been an asset to the board, and her appointment will be for a three-year term until May 14, 2027.

Note: Ms. Hughes's appointment expired on May 14, 2024; however, due to a clerical error, her reappointment to the Library Board was overlooked.

FISCAL IMPACT:
No fiscal impact on the Village.

ATTACHMENTS:
None

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Administration

ITEM #3: Approve Assignment Agreement - Assignment of Village Funds from the Opioid Litigation Settlements to Palm Beach County

SUMMARY: Staff recommends that the Village transfer or assign its share of opioid settlement funds to Palm Beach County, which has more resources to provide abatement programs and activities.

In 2021, the Village joined with the State of Florida and other cities and counties as a non-litigating participant in the Florida Memorandum of Understanding, which provides a framework of a unified plan for the distribution and use of opioid settlement funds. The Florida Opioid Allocation and Statewide Response Agreement outlines eligible programs and activities for using the opioid settlement funds and the allocation to distribute to each government participant.

The village staff has determined that it cannot effectively undertake an eligible program/activity that will abate the opioid epidemic and that its residents would be better served through the strategies and initiatives outlined in the Behavioral Health and Substance Use Disorder Plan 2024 and implemented by the County and its partners.

The total settlement amount for the Village is $160,674.78 over eighteen years. The Village was scheduled to receive distribution amounts totaling $23,356.92, but the State has not remitted the funds to the Village. If approved, the previous distributions and all future funds will be transferred to Palm Beach County.

Note: The Village had entered into an Interlocal agreement in March 2022 to support Palm Beach County being defined as a Qualified County and receiving and administering regional funds for the abatement of the effects of the opioid epidemic.

FISCAL IMPACT:

The proposed transfer of the opioid settlement funds to the County does not have a fiscal impact because the Village has not determined an eligible activity for use of the funds. Opioid abatement programs and activities are provided by the County on a countywide basis.

ATTACHMENTS:

1. Proposed Assignment Agreement - Assignment of Opioid Settlement Funds to Palm Beach County
2. Memorandum of Understanding - Opioid Settlement Funds
3. Florida Opioid Allocation and Statewide Response Agreement
4. Interlocal Agreement - Palm Beach County - Opioid Settlement Funds

5. Behavioral Health and Substance Use Disorder Plan 2024
6. Master Plan Summary Presentation to BCC 10.22.24

ASSIGNMENT OF VILLAGE OF PALM SPRINGS CITY/COUNTY FUNDS FROM THE OPIOID LITIGATION SETTLEMENTS TO THE PALM BEACH COUNTY CITY/COUNTY FUND

This Assignment Agreement is made _____, 2024, by and between The Village of Palm Springs, an incorporated municipality located in Palm Beach County, Florida (the "MUNICIPALITY") and Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of Commissioners (the "COUNTY") (collectively, the "Parties").

Whereas, the State of Florida filed an action in Pasco County, Florida, and a number of Florida Cities and Counties also filed actions *In re: National Prescription Opiate Litigation,* MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

Whereas, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds; and

Whereas, the State of Florida has entered into settlement agreements in the Opioid Litigation creating a Regional Fund and City/County Fund (Regional Fund and City/County Fund shall have the same meanings as provided in the Florida Plan); and

Whereas, separate payments are to be distributed directly to the MUNICIPALITY and the COUNTY through the City/County Fund; and

Whereas, receiving a separate payment from the City/County Fund will require separate programs and reporting requirements by the MUNICIPALITY which will be duplicative of those provided through the implementation of the Palm Beach County Behavioral Health and Substance Use Disorder Plan; and

Whereas, the MUNICIPALITY and the COUNTY agree that combining the funds received by the MUNICIPALITY through the City/County Fund with the funds received by the COUNTY through the City/County Fund will assist in implementing the Palm Beach County Behavioral Health and Substance Use Disorder Plan and providing the greatest benefit to the citizens of the MUNICIPALITY and the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the parties hereby agree as follows:

SECTION 1: RECITALS

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

SECTION 2: ASSIGNMENT OF FUNDS

The MUNICIPALITY hereby assigns the funds to be received through the City/County Fund from the Opioid Litigation to the COUNTY to be used to implement the Palm Beach County Behavioral Health and Substance Use Disorder Plan. The COUNTY agrees to accept the funds assigned by the MUNICIPALITY and to use the funds to implement the Palm Beach County Behavioral Health and Substance Use Disorder Plan.

Remainder of Page Left Blank Intentionally

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Assignment Agreement on behalf of the COUNTY on the date written above; and an authorized official of the Municipality has made and executed this Assignment Agreement on behalf of the Municipality.

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

Date:_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
Christy Goddeau, Village Attorney

ATTEST:

JOSEPH ABRUZZO, Clerk and Comptroller

BY:_____
Deputy Clerk

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BOARD OF COUNTY COMMISSIONERS

By:_____
, Mayor

APPROVED AS TO TERMS AND CONDITIONS

By:_____
Department Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

Village of Palm Springs

VILLAGE CLERKS OFFICE

226 Cypress Lane, Palm Springs FL 33461

DATE: July 16, 2021

TO: Honorable Ashley Moody, Florida Attorney General
Becky Berensten, Florida Association of Counties
Jeannie Garner, Exec. Director, Florida League of Cities

SUBJECT: Resolution No. 2021-09 – Opioid Epidemic

The Mayor and Village Council adopted Resolution No. 2021-09 at their Regular Council Meeting on July 8, 2021. Resolution No. 2021-09, a Memorandum of Understanding and Formal Agreements Implementing a Unified Plan.

Attached is a certified copy of Resolution No. 2021-09.

Kimberly M. Wynn
Village Clerk

Village of Palm Springs
OFFICE OF THE VILLAGE CLERK
226 Cypress Lane | Palm Springs, Florida 33461-1699
561-965-4010 | FAX 561-965-0899
kwynn@vpsfl.org or jworth@vpsfl.org

Kimberly M. Wynn, Village Clerk
Jane R. Worth, Deputy Clerk

CERTIFICATE OF TRUE COPY

The undersigned is the Village Clerk of the Village of Palm Springs, Florida, and is the duly authorized records custodian for said Village and thus certifies this document is a true and correct copy of **Resolution No. 2021-09** relating to a memorandum of understanding and formal agreements implementing a unified plan. Resolution No. 2021-09 was passed by Village Council at their July 8, 2021 Regular Meeting. The original documents are on file in the Office of the Village Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Village of Palm Springs, Florida this **16th day** of **July 2021**.

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

By: Kimberly M. Wynn
Kimberly M. Wynn
Village Clerk

RESOLUTION NO. 2021-09

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL AGENCIES AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR TERMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs has suffered harm from the opioid epidemic; and

WHEREAS, the Village of Palm Springs recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation,* MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Village of Palm Springs [is/is not] a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Village of Palm Springs, and every other Florida city and county.

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

SECTION 1. Participation in the Florida Plan would be in the best interest of the Village of Palm Springs and its residents in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. The Village Council hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, and authorizes the Mayor, or other authorized Village Officials, to execute all documents necessary to establish this MOU with the State of Florida, said MOU being attached herewith as **Exhibit "A",** and made a part of this Resolution.

SECTION 3. The Village Council further authorizes the Village Clerk to furnish a certified copy of Resolution to the Florida League of Cities, Florida Association of Counties, Florida Attorney General Ashley Moody c/o John M. Guard, The Capitol, PL-01 Tallahassee, FL 32399-1050.

SECTION 4. This Resolution shall become effective upon its adoption.

Council Member Gunther offered the foregoing resolution. Council Member Waller seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☑
GARY READY, VICE MAYOR	☑	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☑	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☑	☐	☐
PATTI WALLER, COUNCIL MEMBER	☑	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 8th day of JULY 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____ for
BEV SMITH, MAYOR

ATTEST:

BY: _____ for
KIMBERLY WYNN, VILLAGE CLERK

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.2410601644 49%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.8216895463 03%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.0131133324 57%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.0002197055 15%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.3815976113 47%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.0002705464 60%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.0119875686 63%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.0009750567 06%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.0021135307 37%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.0061027292 15%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.0029887212 99%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.1931738041 30%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.1694492400 37%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.0000962346 47%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.0236283294 46%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.8396563733 12%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.5087726051 55%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.0249538255 27%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.0392056320 15%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.0056142928 88%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.1551538555 96%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.0808970231 17%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.0087046961 78%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.0163544427 36%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.1894842040 81%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.1514243090 90%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.0004248850 45%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.0028398299 59%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.0034008961 08%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.0313924681 32%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.8787991804 44%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.3230226685 25%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.0455607502 09%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.1492454114 23%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.0843632861 55%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.0003213874 06%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.0241367389 02%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.0210899136 65%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.0025057323 17%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.3831046822 33%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.0120910663 02%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.0037822032 00%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.4048173974 81%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.0001271023 64%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.0966032437 98%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.0359754162 24%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.2400564189 24%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.0519975770 66%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.0579626725 78%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.9664035768 78%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.1011317194 48%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.0739354450 73%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.3234065176 64%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.0178070411 80%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.2669222271 53%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.2024232247 25%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.8305812645 31%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.1549504918 14%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.0124070064 63%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.5201646084 56%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.0228076113 25%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	$ 12,211.90		$ 9,393.77		$ 6,575.64			
	Lauderhill		0.144382838130%	$ 28,154.65		$ 21,657.43		$ 15,160.20			
	Lazy Lake		0.000021788977%	$ 4.25		$ 3.27		$ 2.29			
	Lighthouse Point		0.029131861803%	$ 5,680.71		$ 4,369.78		$ 3,058.85			
	Margate		0.143683775129%	$ 28,018.34		$ 21,552.57		$ 15,086.80			
	Miramar		0.279280208419%	$ 54,459.64		$ 41,892.03		$ 29,324.42			
	North Lauderdale		0.066069624496%	$ 12,883.58		$ 9,910.44		$ 6,937.31			
	Oakland Park		0.100430840699%	$ 19,584.01		$ 15,064.63		$ 10,545.24			
	Ocean Breeze		0.005381877237%	$ 1,049.47		$ 807.28		$ 565.10			
	Parkland		0.045804060448%	$ 8,931.79		$ 6,870.61		$ 4,809.43			
	Pembroke Park		0.024597938908%	$ 4,796.60		$ 3,689.69		$ 2,582.78			
	Pembroke Pines		0.462832363603%	$ 90,252.31		$ 69,424.85		$ 48,597.40			
	Plantation		0.213918725664%	$ 41,714.15		$ 32,087.81		$ 22,461.47			
	Pompano Beach		0.335472163493%	$ 65,417.07		$ 50,320.82		$ 35,224.58			
	Sea Ranch Lakes		0.005024174870%	$ 979.71		$ 753.63		$ 527.54			
	Southwest Ranches		0.025979723178%	$ 5,066.05		$ 3,896.96		$ 2,727.87			
	Sunrise		0.286071106146%	$ 55,783.87		$ 42,910.67		$ 30,037.47			
	Tamarac		0.134492458472%	$ 26,226.03		$ 20,173.87		$ 14,121.71			
	Weston		0.138637811283%	$ 27,034.37		$ 20,795.67		$ 14,556.97			
	West Park		0.029553115352%	$ 5,762.86		$ 4,432.97		$ 3,103.08			
	Wilton Manors		0.031630331177%	$ 6,167.91		$ 4,744.55		$ 3,321.18			
Calhoun		0.047127740781%			$ 21,443.12		$ 16,494.71			$ 11,546.30	
	Calhoun County		0.038866087128%	$ 7,578.89		$ 5,829.91		$ 4,080.94			
	Altha		0.000366781107%	$ 71.52		$ 55.02		$ 38.51			
	Blountstown		0.007896688293%	$ 1,539.85		$ 1,184.50		$ 829.15			
Charlotte		0.737346233376%			$ 335,492.54		$ 258,071.18			$ 180,649.83	
	Charlotte County		0.690225755587%	$ 134,594.02		$ 103,533.86		$ 72,473.70			
	Punta Gorda		0.047120477789%	$ 9,188.49		$ 7,068.07		$ 4,947.65			
Citrus		0.969645776606%			$ 441,188.83		$ 339,376.02			$ 237,563.22	
	Citrus County		0.929715661117%	$ 181,294.55		$ 139,457.35		$ 97,620.14			
	Crystal River		0.021928789266%	$ 4,276.11		$ 3,289.32		$ 2,302.52			
	Inverness		0.018001326222%	$ 3,510.26		$ 2,700.20		$ 1,890.14			
Clay		1.193429461456%			$ 543,010.40		$ 417,700.31			$ 292,390.22	
	Clay County		1.055764891131%	$ 205,874.15		$ 158,364.73		$ 110,855.31			
	Green Cove Springs		0.057762577142%	$ 11,263.70		$ 8,664.39		$ 6,065.07			
	Keystone Heights		0.000753535443%	$ 146.94		$ 113.03		$ 79.12			
	Orange Park		0.078589207339%	$ 15,324.90		$ 11,788.38		$ 8,251.87			
	Penney Farms		0.000561066149%	$ 109.41		$ 84.16		$ 58.91			
Collier		1.551333376427%			$ 705,856.69		$ 542,966.68			$ 380,076.68	
	Collier County		1.354673336030%	$ 264,161.30		$ 203,201.00		$ 142,240.70			
	Everglades		0.000148891341%	$ 29.03		$ 22.33		$ 15.63			
	Marco Island		0.062094952003%	$ 12,108.52		$ 9,314.24		$ 6,519.97			
	Naples		0.134416197054%	$ 26,211.16		$ 20,162.43		$ 14,113.70			
Columbia		0.446781150792%			$ 203,285.42		$ 156,373.40			$ 109,461.38	
	Columbia County		0.341887201373%	$ 66,668.00		$ 51,283.08		$ 35,898.16			
	Fort White		0.000236047247%	$ 46.03		$ 35.41		$ 24.78			
	Lake City		0.104659717920%	$ 20,408.64		$ 15,698.96		$ 10,989.27			
DeSoto		0.113640407802%			$ 51,706.39		$ 39,774.14			$ 27,841.90	
	DeSoto County		0.095884684746%	$ 18,892.51		$ 14,532.70		$ 10,172.89			
	Arcadia		0.016755723056%	$ 3,267.37		$ 2,513.36		$ 1,759.35			
Dixie		0.103744580900%			$ 47,203.78		$ 36,310.60			$ 25,417.42	
	Dixie County		0.098822087921%	$ 19,270.31		$ 14,823.31		$ 10,376.32			
	Cross City		0.004639236282%	$ 904.65		$ 695.89		$ 487.12			
	Horseshoe Beach		0.000281440949%	$ 54.88		$ 42.22		$ 29.55			
Duval		5.434975156935%			$ 2,472,913.70		$ 1,902,241.30			$ 1,331,568.91	
	Jacksonville		5.270570064997%	$ 1,027,761.16		$ 790,585.51		$ 553,409.86			
	Atlantic Beach		0.038891507601%	$ 7,583.84		$ 5,833.73		$ 4,083.61			
	Baldwin		0.002251527589%	$ 439.05		$ 337.73		$ 236.41			
	Jacksonville Beach		0.100447182431%	$ 19,587.20		$ 15,067.08		$ 10,546.95			
	Neptune Beach		0.022814874318%	$ 4,448.90		$ 3,422.23		$ 2,395.56			
Escambia		1.341634449244%			$ 610,443.67		$ 469,572.06			$ 328,700.44	
	Escambia County		1.005860871574%	$ 196,142.87		$ 150,879.13		$ 105,615.39			
	Century		0.005136751249%	$ 1,001.67		$ 770.51		$ 539.36			
	Pensacola		0.330636826421%	$ 64,474.18		$ 49,595.52		$ 34,716.87			
Flagler		0.389864712244%			$ 177,388.44		$ 136,452.65			$ 95,516.85	
	Flagler County		0.279755934409%	$ 54,552.41		$ 41,963.39		$ 29,374.37			
	Beverly Beach		0.000154338585%	$ 30.10		$ 23.15		$ 16.21			
	Bunnell		0.009501809575%	$ 1,852.85		$ 1,425.27		$ 997.69			
	Flagler Beach		0.015482883669%	$ 3,019.16		$ 2,322.43		$ 1,625.70			
	Marineland		0.000114392127%	$ 22.31		$ 17.16		$ 12.01			
	Palm Coast		0.084857169626%	$ 16,547.15		$ 12,728.58		$ 8,910.00			
Franklin		0.049911282550%			$ 22,709.63		$ 17,468.95			$ 12,228.26	
	Franklin County		0.046254365966%	$ 9,019.60		$ 6,938.15		$ 4,856.71			
	Apalachicola		0.001768538606%	$ 344.87		$ 265.28		$ 185.70			
	Carabelle		0.001888377978%	$ 368.23		$ 283.26		$ 198.28			
Gadsden		0.123656074077%			$ 56,263.51		$ 43,279.63			$ 30,295.74	
	Gadsden County		0.090211810642%	$ 17,591.30		$ 13,531.77		$ 9,472.24			

	Chattahoochee		0.0041816677724%	$ 815.43		$ 627.25		$ 439.08			
	Greensboro		0.0004920677234%	$ 95.95		$ 73.81		$ 51.67			
	Gretna		0.0022406331014%	$ 436.92		$ 336.09		$ 235.27			
	Havana		0.0054599544034%	$ 1,064.69		$ 818.99		$ 573.30			
	Midway		0.0012020252134%	$ 234.39		$ 180.30		$ 126.21			
	Quincy		0.0198679152234%	$ 3,874.24		$ 2,980.19		$ 2,086.13			
Gilchrist		0.0643337693554%			$ 29,271.87		$ 22,516.82		$ 15,761.77		
	Gilchrist County		0.0612742338814%	$ 11,948.48		$ 9,191.14		$ 6,433.79			
	Bell		0.0000998661434%	$ 19.47		$ 14.98		$ 10.49			
	Fanning Springs		0.0003885700844%	$ 75.77		$ 58.29		$ 40.80			
	Trenton		0.0025710992474%	$ 501.36		$ 385.66		$ 269.97			
Glades		0.0406128367584%			$ 18,478.84		$ 14,214.49		$ 9,950.15		
	Glades County		0.0404203674644%	$ 7,881.97		$ 6,063.06		$ 4,244.14			
	Moore Haven		0.0001924692944%	$ 37.53		$ 28.87		$ 20.21			
Gulf		0.0599142385884%			$ 27,260.98		$ 20,969.98		$ 14,678.99		
	Gulf County		0.0547157519054%	$ 10,669.57		$ 8,207.36		$ 5,745.15			
	Port St. Joe		0.0048171795914%	$ 939.35		$ 722.58		$ 505.80			
	Wewahitchka		0.0003813070924%	$ 74.35		$ 57.20		$ 40.04			
Hamilton		0.0479411955104%			$ 21,813.24		$ 16,779.42		$ 11,745.59		
	Hamilton County		0.0388170619314%	$ 7,569.33		$ 5,822.56		$ 4,075.79			
	Jasper		0.0048698362854%	$ 949.62		$ 730.48		$ 511.33			
	Jennings		0.0026237559404%	$ 511.63		$ 393.56		$ 275.49			
	White Springs		0.0016305417544%	$ 317.96		$ 244.58		$ 171.21			
Hardee		0.0671100481324%			$ 30,535.07		$ 23,488.52		$ 16,441.96		
	Hardee County		0.0581003062804%	$ 11,329.56		$ 8,715.05		$ 6,100.53			
	Bowling Green		0.0017975905754%	$ 350.53		$ 269.64		$ 188.75			
	Wauchula		0.0066674268604%	$ 1,300.15		$ 1,000.11		$ 700.08			
	Zolfo Springs		0.0005447244174%	$ 106.22		$ 81.71		$ 57.20			
Hendry		0.1444609152974%			$ 65,729.72		$ 50,561.32		$ 35,392.92		
	Hendry County		0.1221471874434%	$ 23,818.70		$ 18,322.08		$ 12,825.45			
	Clewiston		0.0175891514144%	$ 3,429.88		$ 2,638.37		$ 1,846.86			
	LaBelle		0.0047245764404%	$ 921.29		$ 708.69		$ 496.08			
Hernando		1.5100759491104%			$ 687,084.56		$ 528,526.58		$ 369,968.61		
	Hernando County		1.4475216128494%	$ 282,266.71		$ 217,128.24		$ 151,989.77			
	Brooksville		0.0613196275834%	$ 11,957.33		$ 9,197.94		$ 6,438.56			
	Weeki Wachee		0.0012347086784%	$ 240.77		$ 185.21		$ 129.64			
Highlands		0.3571885102374%			$ 162,520.77		$ 125,015.98		$ 87,511.19		
	Highlands County		0.2876217549864%	$ 56,086.24		$ 43,143.26		$ 30,200.28			
	Avon Park		0.0258290160904%	$ 5,036.66		$ 3,874.35		$ 2,712.05			
	Lake Placid		0.0055652677904%	$ 1,085.23		$ 834.79		$ 584.35			
	Sebring		0.0381724713714%	$ 7,443.63		$ 5,725.87		$ 4,008.11			
Hillsborough		8.7109841136574%			$ 3,963,457.77		$ 3,048,844.44		$ 2,134,191.11		
	Hillsborough County		6.5231112044004%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68			
	Plant City		0.1042184911424%	$ 20,322.61		$ 15,632.77		$ 10,942.94			
	Tampa		1.9756718812534%	$ 385,256.02		$ 296,350.78		$ 207,445.55			
	Temple Terrace		0.1079807211134%	$ 21,056.24		$ 16,197.11		$ 11,337.98			
Holmes		0.0816124278514%			$ 37,133.65		$ 28,564.35		$ 19,995.04		
	Holmes County		0.0668050024594%	$ 13,026.98		$ 10,020.75		$ 7,014.53			
	Bonifay		0.0068980268634%	$ 1,345.12		$ 1,034.70		$ 724.29			
	Esto		0.0062697780364%	$ 1,222.61		$ 940.47		$ 658.33			
	Noma		0.0012782866314%	$ 249.27		$ 191.74		$ 134.22			
	Ponce de Leon		0.0001797590574%	$ 35.05		$ 26.96		$ 18.87			
	Westville		0.0001797590574%	$ 35.05		$ 26.96		$ 18.87			
Indian River		0.7530760587814%			$ 342,649.61		$ 263,576.62		$ 184,503.63		
	Indian River County		0.6235714602174%	$ 121,596.43		$ 93,535.72		$ 65,475.00			
	Fellsmere		0.0049170457344%	$ 958.82		$ 737.56		$ 516.29			
	Indian River shores		0.0253224223824%	$ 4,937.87		$ 3,798.36		$ 2,658.85			
	Orchid		0.0003068614214%	$ 59.84		$ 46.03		$ 32.22			
	Sebastian		0.0383159154674%	$ 7,471.60		$ 5,747.39		$ 4,023.17			
	Vero Beach		0.0606423535584%	$ 11,825.26		$ 9,096.35		$ 6,367.45			
Jackson		0.1589360587954%			$ 72,315.91		$ 55,627.62		$ 38,939.33		
	Jackson County		0.0752137317044%	$ 14,666.68		$ 11,282.06		$ 7,897.44			
	Alford		0.0003032299254%	$ 59.13		$ 45.48		$ 31.84			
	Bascom		0.0000617354344%	$ 12.04		$ 9.26		$ 6.48			
	Campbellton		0.0016486992344%	$ 321.50		$ 247.30		$ 173.11			
	Cottondale		0.0010930803294%	$ 213.15		$ 163.96		$ 114.77			
	Graceville		0.0027944362574%	$ 544.92		$ 419.17		$ 293.42			
	Grandridge		0.0000308677174%	$ 6.02		$ 4.63		$ 3.24			
	Greenwood		0.0012928126164%	$ 252.10		$ 193.92		$ 135.75			
	Jacob City		0.0004811732354%	$ 93.83		$ 72.18		$ 50.52			
	Malone		0.0000926031514%	$ 18.06		$ 13.89		$ 9.72			
	Marianna		0.0735196387684%	$ 14,336.33		$ 11,027.95		$ 7,719.56			
	Sneads		0.0024040504264%	$ 468.79		$ 360.61		$ 252.43			
Jefferson		0.0408216477844%			$ 18,573.85		$ 14,287.58		$ 10,001.30		
	Jefferson County		0.0375841690014%	$ 7,328.91		$ 5,637.63		$ 3,946.34			
	Monticello		0.0032374787834%	$ 631.31		$ 485.62		$ 339.94			
Lafayette		0.0319117720764%			$ 14,519.86		$ 11,169.12		$ 7,818.38		

	Lafayette County		0.031555885457%	$ 6,153.40		$ 4,733.38		$ 3,313.37		
	Mayo		0.000355886619%	$ 69.40		$ 53.38		$ 37.37		
Lake		1.139211224519%			$ 518,341.11		$ 398,723.93		$ 279,106.75	
	Lake County		0.757453827343%	$ 147,703.50		$ 113,618.07		$ 79,532.65		
	Astatula		0.002727253579%	$ 531.81		$ 409.09		$ 286.36		
	Clermont		0.075909163209%	$ 14,802.29		$ 11,386.37		$ 7,970.46		
	Eustis		0.041929254098%	$ 8,176.20		$ 6,289.39		$ 4,402.57		
	Fruitland Park		0.008381493024%	$ 1,634.39		$ 1,257.22		$ 880.06		
	Groveland		0.026154034992%	$ 5,100.04		$ 3,923.11		$ 2,746.17		
	Howey-In-The-Hills		0.002981458307%	$ 581.38		$ 447.22		$ 313.05		
	Lady Lake		0.025048244426%	$ 4,884.41		$ 3,757.24		$ 2,630.07		
	Leesburg		0.091339390185%	$ 17,811.18		$ 13,700.91		$ 9,590.64		
	Mascotte		0.011415608025%	$ 2,226.04		$ 1,712.34		$ 1,198.64		
	Minneola		0.016058475803%	$ 3,131.40		$ 2,408.77		$ 1,686.14		
	Montverde		0.001347285057%	$ 262.72		$ 202.09		$ 141.46		
	Mount Dora		0.041021380070%	$ 7,999.17		$ 6,153.21		$ 4,307.24		
	Tavares		0.031820984675%	$ 6,205.09		$ 4,773.15		$ 3,341.20		
	Umatilla		0.005623371728%	$ 1,096.56		$ 843.51		$ 590.45		
Lee		3.325371883359%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11	
	Lee County		2.115268407509%	$ 412,477.34		$ 317,290.26		$ 222,103.18		
	Bonita Springs		0.017374893143%	$ 3,388.10		$ 2,606.23		$ 1,824.36		
	Cape Coral		0.714429677167%	$ 139,313.79		$ 107,164.45		$ 75,015.12		
	Estero		0.012080171813%	$ 2,355.63		$ 1,812.03		$ 1,268.42		
	Fort Myers		0.431100350585%	$ 84,064.57		$ 64,665.05		$ 45,265.54		
	Fort Myers Beach		0.000522935440%	$ 101.97		$ 78.44		$ 54.91		
	Sanibel		0.034595447702%	$ 6,746.11		$ 5,189.32		$ 3,632.52		
Leon		0.8971992449 39%			$ 408,225.66		$ 314,019.74		$ 219,813.82	
	Leon County		0.471201146391%	$ 91,884.22		$ 70,680.17		$ 49,476.12		
	Tallahassee		0.425998098549%	$ 83,069.63		$ 63,899.71		$ 44,729.80		
Levy		0.251192401748%			$ 114,292.54		$ 87,917.34		$ 61,542.14	
	Levy County		0.200131750679%	$ 39,025.69		$ 30,019.76		$ 21,013.83		
	Bronson		0.005701448894%	$ 1,111.78		$ 855.22		$ 598.65		
	Cedar Key		0.005180329202%	$ 1,010.16		$ 777.05		$ 543.93		
	Chiefland		0.015326729337%	$ 2,988.71		$ 2,299.01		$ 1,609.31		
	Fanning Springs		0.000808007885%	$ 157.56		$ 121.20		$ 84.84		
	Inglis		0.004976965420%	$ 970.51		$ 746.54		$ 522.58		
	Otter Creek		0.000408543312%	$ 79.67		$ 61.28		$ 42.90		
	Williston		0.017774357715%	$ 3,466.00		$ 2,666.15		$ 1,866.31		
	Yankeetown		0.000884269303%	$ 172.43		$ 132.64		$ 92.85		
Liberty		0.019399452225%			$ 8,826.75		$ 6,789.81		$ 4,752.87	
	Liberty County		0.019303217578%	$ 3,764.13		$ 2,895.48		$ 2,026.84		
	Bristol		0.000096234647%	$ 18.77		$ 14.44		$ 10.10		
Madison		0.063540287455%			$ 28,910.83		$ 22,239.10		$ 15,567.37	
	Madison County		0.053145129837%	$ 10,363.30		$ 7,971.77		$ 5,580.24		
	Greenville		0.000110760631%	$ 21.60		$ 16.61		$ 11.63		
	Lee		0.000019973229%	$ 3.89		$ 3.00		$ 2.10		
	Madison		0.010264423758%	$ 2,001.56		$ 1,539.66		$ 1,077.76		
Manatee		2.721323346235%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22	
	Manatee County		2.201647174006%	$ 429,321.20		$ 330,247.08		$ 231,172.95		
	Anna Maria		0.009930326116%	$ 1,936.41		$ 1,489.55		$ 1,042.68		
	Bradenton		0.379930754632%	$ 74,086.50		$ 56,989.61		$ 39,892.73		
	Bradenton Beach		0.014012127744%	$ 2,732.36		$ 2,101.82		$ 1,471.27		
	Holmes Beach		0.028038781473%	$ 5,467.56		$ 4,205.82		$ 2,944.07		
	Longboat Key		0.034895046131%	$ 6,804.53		$ 5,234.26		$ 3,663.98		
	Palmetto		0.052869136132%	$ 10,309.48		$ 7,930.37		$ 5,551.26		
Marion		1.701176168960%			$ 774,035.16		$ 595,411.66		$ 416,788.16	
	Marion County		1.303728892837%	$ 254,227.13		$ 195,559.33		$ 136,891.53		
	Belleview		0.009799592256%	$ 1,910.92		$ 1,469.94		$ 1,028.96		
	Dunnellon		0.018400790795%	$ 3,588.15		$ 2,760.12		$ 1,932.08		
	McIntosh		0.000145259844%	$ 28.33		$ 21.79		$ 15.25		
	Ocala		0.368994504094%	$ 71,953.93		$ 55,349.18		$ 38,744.42		
	Reddick		0.000107129135%	$ 20.89		$ 16.07		$ 11.25		
Martin		0.869487298116%			$ 395,616.72		$ 304,320.55		$ 213,024.39	
	Martin County		0.750762795758%	$ 146,398.75		$ 112,614.42		$ 78,830.09		
	Jupiter Island		0.020873839646%	$ 4,070.40		$ 3,131.08		$ 2,191.75		
	Ocean Breeze Park		0.008270732393%	$ 1,612.79		$ 1,240.61		$ 868.43		
	Sewall's Point		0.008356072551%	$ 1,629.43		$ 1,253.41		$ 877.39		
	Stuart		0.081223857767%	$ 15,838.65		$ 12,183.58		$ 8,528.51		
Miami-Dade		5.232119784173%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35	
	Miami-Dade County		4.282797675552%	$ 835,145.55		$ 642,419.65		$ 449,693.76		
	Aventura		0.024619727885%	$ 4,800.85		$ 3,692.96		$ 2,585.07		
	Bal Harbour		0.010041086747%	$ 1,958.01		$ 1,506.16		$ 1,054.31		
	Bay Harbor Islands		0.004272455175%	$ 833.13		$ 640.87		$ 448.61		
	Biscayne Park		0.001134842535%	$ 221.29		$ 170.23		$ 119.16		
	Coral Gables		0.071780152131%	$ 13,997.13		$ 10,767.02		$ 7,536.92		
	Cutler Bay		0.009414653668%	$ 1,835.86		$ 1,412.20		$ 988.54		
	Doral		0.013977628531%	$ 2,725.64		$ 2,096.64		$ 1,467.65		

	El Portal		0.0009242157 60%	$ 180.22		$ 138.63		$ 97.04			
	Florida City		0.0039292787 92%	$ 766.21		$ 589.39		$ 412.57			
	Golden Beach		0.0028470929 51%	$ 555.18		$ 427.06		$ 298.94			
	Hialeah		0.0980158957 85%	$ 19,113.10		$ 14,702.38		$ 10,291.67			
	Hialeah Gardens		0.0054526914 11%	$ 1,063.27		$ 817.90		$ 572.53			
	Homestead		0.0249356680 46%	$ 4,862.46		$ 3,740.35		$ 2,618.25			
	Indian Creek		0.0025438630 26%	$ 496.05		$ 381.58		$ 267.11			
	Key Biscayne		0.0136834773 46%	$ 2,668.28		$ 2,052.52		$ 1,436.77			
	Medley		0.0087482741 31%	$ 1,705.91		$ 1,312.24		$ 918.57			
	Miami		0.2927930054 48%	$ 57,094.64		$ 43,918.95		$ 30,743.27			
	Miami Beach		0.1814095724 78%	$ 35,374.87		$ 27,211.44		$ 19,048.01			
	Miami Gardens		0.0406836509 32%	$ 7,933.31		$ 6,102.55		$ 4,271.78			
	Miami Lakes		0.0078367686 08%	$ 1,528.17		$ 1,175.52		$ 822.86			
	Miami Shores		0.0062879355 16%	$ 1,226.15		$ 943.19		$ 660.23			
	Miami Springs		0.0061699118 93%	$ 1,203.13		$ 925.49		$ 647.84			
	North Bay Village		0.0051603559 74%	$ 1,006.27		$ 774.05		$ 541.84			
	North Miami		0.0303792807 17%	$ 5,923.96		$ 4,556.89		$ 3,189.82			
	North Miami Beach		0.0303919909 53%	$ 5,926.44		$ 4,558.80		$ 3,191.16			
	Opa-locka		0.0078476630 96%	$ 1,530.29		$ 1,177.15		$ 824.00			
	Palmetto Bay		0.0074046205 70%	$ 1,443.90		$ 1,110.69		$ 777.49			
	Pinecrest		0.0082961528 66%	$ 1,617.75		$ 1,244.42		$ 871.10			
	South Miami		0.0078331371 11%	$ 1,527.46		$ 1,174.97		$ 822.48			
	Sunny Isles Beach		0.0076933245 11%	$ 1,500.20		$ 1,154.00		$ 807.80			
	Surfside		0.0048698362 85%	$ 949.62		$ 730.48		$ 511.33			
	Sweetwater		0.0041163008 42%	$ 802.68		$ 617.45		$ 432.21			
	Virginia Gardens		0.0011729732 44%	$ 228.73		$ 175.95		$ 123.16			
	West Miami		0.0026546236 57%	$ 517.65		$ 398.19		$ 278.74			
Monroe		0.4763887385 85%			$ 216,756.88		$ 166,736.06				$ 116,715.24
	Monroe County		0.3301247854 69%	$ 64,374.33		$ 49,518.72		$ 34,663.10			
	Islamorada		0.0223573058 08%	$ 4,359.67		$ 3,353.60		$ 2,347.52			
	Key Colony Beach		0.0047518126 61%	$ 926.60		$ 712.77		$ 498.94			
	Key West		0.0880873854 17%	$ 17,177.04		$ 13,213.11		$ 9,249.18			
	Layton		0.0001507070 89%	$ 29.39		$ 22.61		$ 15.82			
	Marathon		0.0309167421 41%	$ 6,028.76		$ 4,637.51		$ 3,246.26			
Nassau		0.4769334630 02%			$ 217,004.73		$ 166,926.71				$ 116,848.70
	Nassau County		0.3927063579 51%	$ 76,577.74		$ 58,905.95		$ 41,234.17			
	Callahan		0.0002251527 59%	$ 43.90		$ 33.77		$ 23.64			
	Fernandina Beach		0.0831594451 95%	$ 16,216.09		$ 12,473.92		$ 8,731.74			
	Hilliard		0.0008425070 98%	$ 164.29		$ 126.38		$ 88.46			
Okaloosa		0.8192128659 55%			$ 372,741.85		$ 286,724.50				$ 200,707.15
	Okaloosa County		0.6120596175 45%	$ 119,351.63		$ 91,808.94		$ 64,266.26			
	Cinco Bayou		0.0007335622 14%	$ 143.04		$ 110.03		$ 77.02			
	Crestview		0.0704401300 66%	$ 13,735.83		$ 10,566.02		$ 7,396.21			
	Destin		0.0146785072 81%	$ 2,862.31		$ 2,201.78		$ 1,541.24			
	Fort Walton Beach		0.0778374876 44%	$ 15,178.31		$ 11,675.62		$ 8,172.94			
	Laurel Hill		0.0000798929 14%	$ 15.58		$ 11.98		$ 8.39			
	Mary Esther		0.0093565497 30%	$ 1,824.53		$ 1,403.48		$ 982.44			
	Niceville		0.0217453987 13%	$ 4,240.35		$ 3,261.81		$ 2,283.27			
	Shalimar		0.0018248267 96%	$ 355.84		$ 273.72		$ 191.61			
	Valparaiso		0.0104568930 52%	$ 2,039.09		$ 1,568.53		$ 1,097.97			
Okeechobee		0.3534952786 92%			$ 160,840.36		$ 123,723.35				$ 86,606.34
	Okeechobee County		0.3145438514 05%	$ 61,336.05		$ 47,181.58		$ 33,027.10			
	Okeechobee		0.0389514272 87%	$ 7,595.53		$ 5,842.71		$ 4,089.90			
Orange		4.6710282145 46%			$ 2,125,317.84		$ 1,634,859.88				$ 1,144,401.91
	Orange County		3.0633303869 79%	$ 597,349.43		$ 459,499.56		$ 321,649.69			
	Apopka		0.0972151508 92%	$ 18,956.95		$ 14,582.27		$ 10,207.59			
	Bay Lake		0.0235665940 13%	$ 4,595.49		$ 3,534.99		$ 2,474.49			
	Belle Isle		0.0107982536 86%	$ 2,105.66		$ 1,619.74		$ 1,133.82			
	Eatonville		0.0083252048 35%	$ 1,623.41		$ 1,248.78		$ 874.15			
	Edgewood		0.0097160678 45%	$ 1,894.63		$ 1,457.41		$ 1,020.19			
	Lake Buena Vista		0.0103552111 61%	$ 2,019.27		$ 1,553.28		$ 1,087.30			
	Maitland		0.0467282762 09%	$ 9,112.01		$ 7,009.24		$ 4,906.47			
	Oakland		0.0054290866 86%	$ 1,058.67		$ 814.36		$ 570.05			
	Ocoee		0.0665998229 28%	$ 12,986.97		$ 9,989.97		$ 6,992.98			
	Orlando		1.1602484814 90%	$ 226,248.45		$ 174,037.27		$ 121,826.09			
	Windemere		0.0075480646 67%	$ 1,471.87		$ 1,132.21		$ 792.55			
	Winter Garden		0.0562645849 96%	$ 10,971.59		$ 8,439.69		$ 5,907.78			
	Winter Park		0.1049030281 59%	$ 20,456.09		$ 15,735.45		$ 11,014.82			
Osceola		1.0734520929 40%			$ 488,420.70		$ 375,708.23				$ 262,995.76
	Osceola County		0.8372486913 90%	$ 163,263.49		$ 125,587.30		$ 87,911.11			
	Kissimmee		0.1623660068 72%	$ 31,661.37		$ 24,354.90		$ 17,048.43			
	St. Cloud		0.0738373946 76%	$ 14,398.29		$ 11,075.61		$ 7,752.93			
Palm Beach		8.6015943720 53%			$ 3,913,725.44		$ 3,010,558.03				$ 2,107,390.62
	Palm Beach County		5.5525484750 26%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59			
	Atlantis		0.0187512301 69%	$ 3,656.49		$ 2,812.68		$ 1,968.88			
	Belle Glade		0.0208284459 45%	$ 4,061.55		$ 3,124.27		$ 2,186.99			
	Boca Raton		0.4720690739 61%	$ 92,053.47		$ 70,810.36		$ 49,567.25			

	Boynton Beach		0.306498271771%	$ 59,767.16		$ 45,974.74		$ 32,182.32	
	Briny Breezes		0.003257452012%	$ 635.20		$ 488.62		$ 342.03	
	Cloud Lake		0.000188837798%	$ 36.82		$ 28.33		$ 19.83	
	Delray Beach		0.351846579457%	$ 68,610.08		$ 52,776.99		$ 36,943.89	
	Glen Ridge		0.000052656694%	$ 10.27		$ 7.90		$ 5.53	
	Golf		0.004283349663%	$ 835.25		$ 642.50		$ 449.75	
	Greenacres		0.076424835657%	$ 14,902.84		$ 11,463.73		$ 8,024.61	
	Gulf Stream		0.010671151322%	$ 2,080.87		$ 1,600.67		$ 1,120.47	
	Haverhill		0.001084001589%	$ 211.38		$ 162.60		$ 113.82	
	Highland Beach		0.032510968934%	$ 6,339.64		$ 4,876.65		$ 3,413.65	
	Hypoluxo		0.005153092982%	$ 1,004.85		$ 772.96		$ 541.07	
	Juno Beach		0.016757538804%	$ 3,267.72		$ 2,513.63		$ 1,759.54	
	Jupiter Island		0.125466374888%	$ 24,465.94		$ 18,819.96		$ 13,173.97	
	Jupiter Inlet Colony		0.005276563849%	$ 1,028.93		$ 791.48		$ 554.04	
	Lake Clarke Shores		0.007560774903%	$ 1,474.35		$ 1,134.12		$ 793.88	
	Lake Park		0.029433275980%	$ 5,739.49		$ 4,414.99		$ 3,090.49	
	Lake Worth		0.117146617298%	$ 22,843.59		$ 17,571.99		$ 12,300.39	
	Lantana		0.024507151505%	$ 4,778.89		$ 3,676.07		$ 2,573.25	
	Loxahatchee Groves		0.002531152789%	$ 493.57		$ 379.67		$ 265.77	
	Manalapan		0.021632822333%	$ 4,218.40		$ 3,244.92		$ 2,271.45	
	Mangonia Park		0.010696571795%	$ 2,085.83		$ 1,604.49		$ 1,123.14	
	North Palm Beach		0.044349646256%	$ 8,648.18		$ 6,652.45		$ 4,656.71	
	Ocean Ridge		0.012786497807%	$ 2,493.37		$ 1,917.97		$ 1,342.58	
	Pahokee		0.004018250447%	$ 783.56		$ 602.74		$ 421.92	
	Palm Beach		0.185476848123%	$ 36,167.99		$ 27,821.53		$ 19,475.07	
	Palm Beach Gardens		0.233675880257%	$ 45,566.80		$ 35,051.38		$ 24,535.97	
	Palm Beach Shores		0.014135598612%	$ 2,756.44		$ 2,120.34		$ 1,484.24	
	Palm Springs		0.038021764282%	$ 7,414.24		$ 5,703.26		$ 3,992.29	
	Riviera Beach		0.163617057282%	$ 31,905.33		$ 24,542.56		$ 17,179.79	
	Royal Palm Beach		0.049295743959%	$ 9,612.67		$ 7,394.36		$ 5,176.05	
	South Bay		0.001830274040%	$ 356.90		$ 274.54		$ 192.18	
	South Palm Beach		0.005866681967%	$ 1,144.00		$ 880.00		$ 616.00	
	Tequesta		0.031893614595%	$ 6,219.25		$ 4,784.04		$ 3,348.83	
	Wellington		0.050183644758%	$ 9,785.81		$ 7,527.55		$ 5,269.28	
	West Palm Beach		0.549265602541%	$ 107,106.79		$ 82,389.84		$ 57,672.89	
Pasco		4.692087260494%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38
	Pasco County		4.319205239813%	$ 842,245.02		$ 647,880.79		$ 453,516.55	
	Dade City		0.055819726723%	$ 10,884.85		$ 8,372.96		$ 5,861.07	
	New Port Richey		0.149879107498%	$ 29,226.43		$ 22,481.87		$ 15,737.31	
	Port Richey		0.049529975458%	$ 9,658.35		$ 7,429.50		$ 5,200.65	
	San Antonio		0.002189792155%	$ 427.01		$ 328.47		$ 229.93	
	St. Leo		0.002790804761%	$ 544.21		$ 418.62		$ 293.03	
	Zephyrhills		0.112672614089%	$ 21,971.16		$ 16,900.89		$ 11,830.62	
Pinellas		7.934889816777%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01
	Pinellas County		4.546593184553%	$ 886,585.67		$ 681,988.98		$ 477,392.28	
	Belleair		0.018095745121%	$ 3,528.67		$ 2,714.36		$ 1,900.05	
	Belleair Beach		0.004261560686%	$ 831.00		$ 639.23		$ 447.46	
	Belleair Bluffs		0.007502670965%	$ 1,463.02		$ 1,125.40		$ 787.78	
	Belleair Shore		0.000439411029%	$ 85.69		$ 65.91		$ 46.14	
	Clearwater		0.633863120196%	$ 123,603.31		$ 95,079.47		$ 66,555.63	
	Dunedin		0.102440873796%	$ 19,975.97		$ 15,366.13		$ 10,756.29	
	Gulfport		0.047893986460%	$ 9,339.33		$ 7,184.10		$ 5,028.87	
	Indian Rocks Beach		0.008953453662%	$ 1,745.92		$ 1,343.02		$ 940.11	
	Indian Shores		0.011323004874%	$ 2,207.99		$ 1,698.45		$ 1,188.92	
	Kenneth City		0.017454786058%	$ 3,403.68		$ 2,618.22		$ 1,832.75	
	Largo		0.374192990777%	$ 72,967.63		$ 56,128.95		$ 39,290.26	
	Madeira Beach		0.022616957779%	$ 4,410.31		$ 3,392.54		$ 2,374.78	
	North Redington Beach		0.003820333909%	$ 744.97		$ 573.05		$ 401.14	
	Oldsmar		0.039421706033%	$ 7,687.23		$ 5,913.26		$ 4,139.28	
	Pinellas Park		0.251666311991%	$ 49,074.93		$ 37,749.95		$ 26,424.96	
	Redington Beach		0.003611522882%	$ 704.25		$ 541.73		$ 379.21	
	Redington Shores		0.006451352841%	$ 1,258.01		$ 967.70		$ 677.39	
	Safety Harbor		0.038061710740%	$ 7,422.03		$ 5,709.26		$ 3,996.48	
	Seminole		0.095248695748%	$ 18,573.50		$ 14,287.30		$ 10,001.11	
	South Pasadena		0.029968921656%	$ 5,843.94		$ 4,495.34		$ 3,146.74	
	St. Pete Beach		0.071791046619%	$ 13,999.25		$ 10,768.66		$ 7,538.06	
	St. Petersburg		1.456593090134%	$ 284,035.65		$ 218,488.96		$ 152,942.27	
	Tarpon Springs		0.101970595050%	$ 19,884.27		$ 15,295.59		$ 10,706.91	
	Treasure Island		0.040652783215%	$ 7,927.29		$ 6,097.92		$ 4,268.54	
Polk		2.150483025298%			$ 978,469.78		$ 752,669.06		$ 526,868.34
	Polk County		1.558049828484%	$ 303,819.72		$ 233,707.47		$ 163,595.23	
	Auburndale		0.028636162584%	$ 5,584.05		$ 4,295.42		$ 3,006.80	
	Bartow		0.043971970660%	$ 8,574.53		$ 6,595.80		$ 4,617.06	
	Davenport		0.005305615818%	$ 1,034.60		$ 795.84		$ 557.09	
	Dundee		0.005597951255%	$ 1,091.60		$ 839.69		$ 587.78	
	Eagle Lake		0.002580177987%	$ 503.13		$ 387.03		$ 270.92	
	Fort Meade		0.007702403251%	$ 1,501.97		$ 1,155.36		$ 808.75	

	Frostproof		0.005857603227%	$ 1,142.23		$ 878.64		$ 615.05		
	Haines City		0.047984773863%	$ 9,357.03		$ 7,197.72		$ 5,038.40		
	Highland Park		0.000063551182%	$ 12.39		$ 9.53		$ 6.67		
	Hillcrest Heights		0.000005447244%	$ 1.06		$ 0.82		$ 0.57		
	Lake Alfred		0.007489960729%	$ 1,460.54		$ 1,123.49		$ 786.45		
	Lake Hamilton		0.002540231530%	$ 495.35		$ 381.03		$ 266.72		
	Lakeland		0.294875668468%	$ 57,500.76		$ 44,231.35		$ 30,961.95		
	Lake Wales		0.036293172134%	$ 7,077.17		$ 5,443.98		$ 3,810.78		
	Mulberry		0.005414560702%	$ 1,055.84		$ 812.18		$ 568.53		
	Polk City		0.001080370093%	$ 210.67		$ 162.06		$ 113.44		
	Winter Haven		0.097033576087%	$ 18,921.55		$ 14,555.04		$ 10,188.53		
Putnam		0.384893194068%			$ 175,126.40		$ 134,712.62		$ 94,298.83	
	Putnam County		0.329225990182%	$ 64,199.07		$ 49,383.90		$ 34,568.73		
	Crescent City		0.005561636294%	$ 1,084.52		$ 834.25		$ 583.97		
	Interlachen		0.001877483489%	$ 366.11		$ 281.62		$ 197.14		
	Palatka		0.046955244716%	$ 9,156.27		$ 7,043.29		$ 4,930.30		
	Pomona Park		0.000379491344%	$ 74.00		$ 56.92		$ 39.85		
	Welaka		0.000893348043%	$ 174.20		$ 134.00		$ 93.80		
Santa Rosa		0.701267319513%			$ 319,076.63		$ 245,443.56		$ 171,810.49	
	Santa Rosa County		0.592523984216%	$ 115,542.18		$ 88,878.60		$ 62,215.02		
	Gulf Breeze		0.061951507906%	$ 12,080.54		$ 9,292.73		$ 6,504.91		
	Jay		0.000159785829%	$ 31.16		$ 23.97		$ 16.78		
	Milton		0.046632041562%	$ 9,093.25		$ 6,994.81		$ 4,896.36		
Sarasota		2.805043857579%			$ 1,276,294.96		$ 981,765.35		$ 687,235.75	
	Sarasota County		1.924315263251%	$ 375,241.48		$ 288,647.29		$ 202,053.10		
	Longboat Key		0.044489458856%	$ 8,675.44		$ 6,673.42		$ 4,671.39		
	North Port		0.209611771277%	$ 40,874.30		$ 31,441.77		$ 22,009.24		
	Sarasota		0.484279979635%	$ 94,434.60		$ 72,642.00		$ 50,849.40		
	Venice		0.142347384560%	$ 27,757.74		$ 21,352.11		$ 14,946.48		
Seminole		2.141148264544%			$ 974,222.46		$ 749,401.89		$ 524,581.32	
	Seminole County		1.508694164839%	$ 294,195.36		$ 226,304.12		$ 158,412.89		
	Altamonte Springs		0.081305566430%	$ 15,854.59		$ 12,195.83		$ 8,537.08		
	Casselberry		0.080034542791%	$ 15,606.74		$ 12,005.18		$ 8,403.63		
	Lake Mary		0.079767627827%	$ 15,554.69		$ 11,965.14		$ 8,375.60		
	Longwood		0.061710013415%	$ 12,033.45		$ 9,256.50		$ 6,479.55		
	Oviedo		0.103130858057%	$ 20,110.52		$ 15,469.63		$ 10,828.74		
	Sanford		0.164243490362%	$ 32,027.48		$ 24,636.52		$ 17,245.57		
	Winter Springs		0.062262000824%	$ 12,141.09		$ 9,339.30		$ 6,537.51		
St. Johns		0.710333349554%			$ 323,201.67		$ 248,616.67		$ 174,031.67	
	St. Johns County		0.656334818131%	$ 127,985.29		$ 98,450.22		$ 68,915.16		
	Hastings		0.000010894488%	$ 2.12		$ 1.63		$ 1.14		
	Marineland		0.000000000000%	$ -		$ -		$ -		
	St. Augustine		0.046510386442%	$ 9,069.53		$ 6,976.56		$ 4,883.59		
	St. Augustine Beach		0.007477250493%	$ 1,458.06		$ 1,121.59		$ 785.11		
St. Lucie		1.506627843552%			$ 685,515.67		$ 527,319.75		$ 369,123.82	
	St. Lucie County		0.956156584302%	$ 186,450.53		$ 143,423.49		$ 100,396.44		
	Fort Pierce		0.159535255654%	$ 31,109.37		$ 23,930.29		$ 16,751.20		
	Port St. Lucie		0.390803453989%	$ 76,206.67		$ 58,620.52		$ 41,034.36		
	St. Lucie Village		0.000132549608%	$ 25.85		$ 19.88		$ 13.92		
Sumter		0.326398870459%			$ 148,511.49		$ 114,239.60		$ 79,967.72	
	Sumter County		0.302273026046%	$ 58,943.24		$ 45,340.95		$ 31,738.67		
	Bushnell		0.006607507174%	$ 1,288.46		$ 991.13		$ 693.79		
	Center Hill		0.001312785844%	$ 255.99		$ 196.92		$ 137.84		
	Coleman		0.000748088199%	$ 145.88		$ 112.21		$ 78.55		
	Webster		0.001423546476%	$ 277.59		$ 213.53		$ 149.47		
	Wildwood		0.014033916721%	$ 2,736.61		$ 2,105.09		$ 1,473.56		
Suwannee		0.191014879692%			$ 86,911.77		$ 66,855.21		$ 46,798.65	
	Suwannee County		0.161027800555%	$ 31,400.42		$ 24,154.17		$ 16,907.92		
	Branford		0.000929663004%	$ 181.28		$ 139.45		$ 97.61		
	Live Oak		0.029057416132%	$ 5,666.20		$ 4,358.61		$ 3,051.03		
Taylor		0.092181897282%			$ 41,942.76		$ 32,263.66		$ 22,584.56	
	Taylor County		0.069969851319%	$ 13,644.12		$ 10,495.48		$ 7,346.83		
	Perry		0.022212045963%	$ 4,331.35		$ 3,331.81		$ 2,332.26		
Union		0.065156303224%			$ 29,646.12		$ 22,804.71		$ 15,963.29	
	Union County		0.063629259109%	$ 12,407.71		$ 9,544.39		$ 6,681.07		
	Lake Butler		0.001398126003%	$ 272.63		$ 209.72		$ 146.80		
	Raiford		0.000012710236%	$ 2.48		$ 1.91		$ 1.33		
	Worthington Springs		0.000116207876%	$ 22.66		$ 17.43		$ 12.20		
Volusia		3.130329674480%			$ 1,424,300.00		$ 1,095,615.39		$ 766,930.77	
	Volusia County		1.708575342287%	$ 333,172.19		$ 256,286.30		$ 179,400.41		
	Daytona Beach		0.447556475212%	$ 87,273.51		$ 67,133.47		$ 46,993.43		
	Daytona Beach Shores		0.039743093439%	$ 7,749.90		$ 5,961.46		$ 4,173.02		
	DeBary		0.035283616215%	$ 6,880.31		$ 5,292.54		$ 3,704.78		
	DeLand		0.098983689498%	$ 19,301.82		$ 14,847.55		$ 10,393.29		
	Deltona		0.199329190038%	$ 38,869.19		$ 29,899.38		$ 20,929.56		
	Edgewater		0.058042202343%	$ 11,318.23		$ 8,706.33		$ 6,094.43		
	Flagler Beach		0.000223337011%	$ 43.55		$ 33.50		$ 23.45		

	Holly Hill		0.031615805143%	$ 6,165.08		$ 4,742.37		$ 3,319.66	
	Lake Helen		0.004918861482%	$ 959.18		$ 737.83		$ 516.48	
	New Smyrna Beach		0.104065968306%	$ 20,292.86		$ 15,609.90		$ 10,926.93	
	Oak Hill		0.004820811087%	$ 940.06		$ 723.12		$ 506.19	
	Orange City		0.033562287058%	$ 6,544.65		$ 5,034.34		$ 3,524.04	
	Ormond Beach		0.114644516477%	$ 22,355.68		$ 17,196.68		$ 12,037.67	
	Pierson		0.002333236251%	$ 454.98		$ 349.99		$ 244.99	
	Ponce Inlet		0.023813535748%	$ 4,643.64		$ 3,572.03		$ 2,500.42	
	Port Orange		0.177596501562%	$ 34,631.32		$ 26,639.48		$ 18,647.63	
	South Daytona		0.045221205323%	$ 8,818.14		$ 6,783.18		$ 4,748.23	
Wakulla		0.11512932120 8%			$ 52,383.84		$ 40,295.26		$ 28,206.68
	Wakulla County		0.114953193647%	$ 22,415.87		$ 17,242.98		$ 12,070.09	
	Sopchoppy		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
	St. Marks		0.000068998426%	$ 13.45		$ 10.35		$ 7.24	
Walton		0.2685582161 51%			$ 122,193.99		$ 93,995.38		$ 65,796.76
	Walton County		0.224268489581%	$ 43,732.36		$ 33,640.27		$ 23,548.19	
	DeFuniak Springs		0.017057137234%	$ 3,326.14		$ 2,558.57		$ 1,791.00	
	Freeport		0.003290135477%	$ 641.58		$ 493.52		$ 345.46	
	Paxton		0.023942453860%	$ 4,668.78		$ 3,591.37		$ 2,513.96	
Washington		0.120124444109%			$ 54,656.67		$ 42,043.56		$ 29,430.49
	Washington County		0.104908475404%	$ 20,457.15		$ 15,736.27		$ 11,015.39	
	Caryville		0.001401757492%	$ 273.34		$ 210.26		$ 147.18	
	Chipley		0.012550450560%	$ 2,447.34		$ 1,882.57		$ 1,317.80	
	Ebro		0.000221521263%	$ 43.20		$ 33.23		$ 23.26	
	Vernon		0.000361333863%	$ 70.46		$ 54.20		$ 37.94	
	Wausau		0.000680905521%	$ 132.78		$ 102.14		$ 71.50	
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00

PURDUE PHARMA L.P.

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT[1]

Issue	Description
1. **APPLICABILITY OF AGREEMENT**	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the "**Chapter 11 Plan**") in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, "**Purdue**") pending in the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") between the states, territories and the District of Columbia (each a "**State**") on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act ("**DDLA Claims**") under State law (collectively, the "**Local Governments**"), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a "**Tribe**") on the other.
2. **PURPOSE**	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.[2]

[1] As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

[2] *See, e.g.,* Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(' "I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it's more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important."); *id.* At 175:24-176:6 ("I also think, and again, I didn't say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily."); Hr'g Tr. At 165:3-165:14 (Nov. 19, 2019) ("I continue to believe that the states play a major role in [the allocation] process. The role I'm envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the "**Abatement Funds**") to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (**Abatement Funds** net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as "**Public Funds**"). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%)of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in **Schedule B** (the "**Approved Opioid Abatement Uses**"); (ii) priority shall be given to the core abatement strategies ("**Core Strategies**") as identified on **Schedule A**; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of **Public Funds** for implementing those programs and in connection with the Government Participation Mechanism[3] ("**Allowed Administrative Expenses**," and together with the **Approved Opioid Abatement Uses**, "**Approved Uses**").[4] Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute **Approved Opioid Abatement Uses** may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state."); Hr'g Tr. at 75:19-76:1 (Jan. 24, 2020) ("Even if there ultimately is an allocation here – and there's not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors' value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . . .").

[3] Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

[4] Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue's chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States' and Local Governments' claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All **Public Funds** distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such **Approved Uses**. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	**Disbursement of Abatement Funds** The Bankruptcy Court shall appoint [a third-party administrator ("**Administrator**")] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the **Abatement Funds** will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see **Schedule B**) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.[5] The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as **Schedule [ ]**. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

[5] [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	**Public Funds** are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following: 1. **Statewide Agreement**. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan][6] (the "**Agreement Date**") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "**Statewide Abatement Agreement**" or "**SAA**"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives[7] of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.[8]

[6] Should there be provision for extension of the date for filing Statewide Abatement Agreement?
[7] An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.
[8] All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,[9] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,[10] divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. **Default Allocation Mechanism (excluding Territories and DC addressed below).** The **Public Funds** allocable to a State that is not party to a **Statewide Abatement Agreement** as defined in 7(1) above (each a "**Non-SAA State**") shall be allocated as between the State and its Local Governments to be

[9] The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

[10] Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for **Approved Uses**, in accordance with this Section (B) (the "**Default Allocation Mechanism**"). a. **Regions.** Except as provided in the final sentence of this paragraph, each **Non-SAA State** shall be divided into "**Regions**" as follows: (a) each **Qualifying Block Grantee** (as defined below) shall constitute a **Region**; and (b) the balance of the State shall be divided into **Regions** (such **Regions** to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-**Qualifying Block Grantee Regions** are referred to herein as "**Standard Regions**"). The **Non-SAA States** which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish **Regions**;[11] such a State that does not establish **Regions** but which does contain one or more **Qualifying Block Grantees** shall be deemed to consist of one **Region** for each **Qualifying Block Grantee** and one **Standard Region** for the balance of the State. b. **Regional Apportionment**. **Public Funds** shall be allocated to each **Non-SAA State, as defined in 7(1) above,** as (a) a **Regional Apportionment** or (b) a **Non-Regional Apportionment** based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. **First $1 billion** – 70% Regional Apportionment/30% Non-Regional Apportionment ii. **$1-$2.5 billion** – 64% Regional Apportionment /36% Non-Regional Apportionment iii. **$2.5-$3.5 billion** – 60% Regional Apportionment /40% Non-Regional Apportionment iv. **Above $3.5 billion** – 50% Regional Apportionment /50% Non-Regional Apportionment

[11] To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai'i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	c. **Qualifying Block Grantee.** A "**Qualifying Local Government**" means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (*e.g.*, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.[12] A **Qualifying Local Government** that elects to receive **Public Funds** through Local Government Block Grants is referred to herein as a **Qualifying Block Grantee.**[13] d. **Proportionate Shares of Regional Apportionment.** As used herein, the "**Proportionate Share**" of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the "**Allocation Model**"),[14] divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model's** intra-county allocation formula, divided by the aggregate shares for all cities and towns[15] in the State under the **Allocation Model**. e. **Expenditure or Disbursement of Regional Apportionment.** Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all **Regional Apportionments** shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**.

[12] As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

[13] [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

[14] Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

[15] Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. **Qualifying Block Grantees.** Each **Qualifying Block Grantee** shall receive its **Regional Apportionment** as a block grant (a "**Local Government Block Grant**"). **Local Government Block Grants** shall be used only for **Approved Opioid Abatement Uses** by the **Qualifying Block Grantee** or for grants to organizations within its jurisdiction for **Approved Opioid Abatement Uses** and for **Allowed Administrative Expenses** in accordance with 7(2)(i) below. Where a municipality located wholly within a **Qualifying Block Grantee** would independently qualify as a block grant recipient ("**Independently Qualifying Municipality**"), the **Qualifying Block Grantee** and **Independently Qualifying Municipality** must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the **Independently Qualifying Municipality** and the **Qualifying Block Grantee** cannot reach such an agreement on or before the **Agreement Date [or some later specified date]**, the **Qualifying Block Grantee** will receive the **Local Government Block Grant** for its full **Proportionate Share** and commit programming expenditures to the benefit of the **Independently Qualifying Municipality** in general proportion to **Proportionate Shares** (determined as provided in 7(2)(d) above) of the municipalities within the **Qualifying Block Grantee**. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. **Standard Regions.** The portions of each **Regional Apportionment** not disbursed in the form of **Local Government Block Grants** shall be expended throughout the **Standard Regions** of each **Non-SAA State** in accordance with 95%-105% of the respective **Proportionate Shares** of such **Standard Regions**. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the **Government Participation Mechanism** described in Section 8 below. This regional spending requirement may be met by delivering **Approved Opioid Abatement Use** services or programs to a **Standard Region** or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. **Expenditure or Disbursement of Public Funds Other Than Regional Apportionment**. All **Public Funds** allocable to a **Non-SAA State** that are not included in the State's **Regional Apportionment** shall be expended only on **Approved Uses**. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. **Qualifying Block Grantees** will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other **Regions.** i. **Allowed Administrative Expenses**. **Qualifying Block Grantees** States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund **Local Government Block Grants,** for **Allowed Administrative Expenses**. **Qualifying Block Grantees** may use up to 5% of their **Local Government Block Grants** to fund their **Allowed Administrative Expenses.** 3. **Records.** The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.[16] **Qualifying Block Grantees** shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

[16] Additional records and reporting requirements?

Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].[17]
8. GOVERNMENT PARTICIPATION MECHANISM	In each **Non-SAA State**, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the "**Government Participation Mechanism**" or "**GPM**") in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) ***Composition***. For each State, a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.[18] Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

[17] Territory and DC provisions to be discussed

[18] Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) ***Consensus***. Members of the GPMs should attempt to reach consensus with respect to **GPM Recommendations** and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. **GPM Recommendations** and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) ***Proceedings***. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) ***Consultation and Discretion***. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.[19] (E) ***Recommendations***. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (**"GPM Recommendations"**). In carrying out its obligations to provide **GPM Recommendations,** a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to **Regions**; recommend Statewide or **Regional** funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

[19] Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	Approved Opioid Abatement Uses; monitor the level of **Allowed Administrative Expenses** expended from **Public Funds.** The goal is for a process that produces **GPM Recommendations** that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the **Public Funds**. To the extent a State chooses not to follow a **GPM Recommendation**, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) ***Review***. Local Governments and States may object to an allocation or expenditure of **Public Funds** (whether a **Regional Apportionment** or **Non-Regional** Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of **Regional Apportionments** and **Non-Regional** Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of **Local Government Block Grants** or **Regional Apportionment** expenditures; (iii) is not for an **Approved Use,** or (iv) violates the limitations set forth herein with respect to **Allowed Administrative Fees**. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State (**"State Court"**) or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an **"Objection"**). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

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Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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Schedule B
Approved Uses[20]

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
    a. Medication-Assisted Treatment (MAT);
    b. Abstinence-based treatment;
    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[20] [NTD: Discuss expanded list of Approved Uses to be included. Discuss "self-executing" function based on additional information received from NCSG.]

OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

b. Research non-opioid treatment of chronic pain.

c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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Schedule C

State Allocation Percentages

[TO BE INSERTED]

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April 13, 2021

Mayor Beverly Smith
City of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
mayor@vpsfl.org

RE: Opioid Litigation

Dear Mayor Smith:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

What cases does this MOU apply?

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the "Distributors")) and Johnson & Johnson ("J&J") potential deal, as well as any additional settlements obtained related to the opioid litigation.

Why is an allocation agreement necessary and why now?

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs' Executive Committee for the Opioid Litigation Multi-District Litigation panel (the "PEC") are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks.
Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

How can funds be utilized?

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders ("Approved Purposes"). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

How are the funds allocated amongst the States?

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida's interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States' population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida's allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

How much money does the State expect for it and its subdivisions?

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is $120-140M a year for the first few years, $90-110M a year for the middle years, and then $60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

How are the funds allocated amongst the State and its subdivisions?

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the "Negotiation Class Metrics." This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the "Negotiating Class Metrics" described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed "Qualified Counties") these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

For Counties with populations greater than 300,000: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

For Counties with populations less than 300,000 or that do not qualify as a Qualified County: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

Why should we agree to this allocation?

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida's subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State's claim, the State's claim was more than four, almost five times larger than all the subdivisions' claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

If individual subdivisions do not agree to a settlement, what will happen?

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.[1] That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

What are the next steps and the timeline?

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida's government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

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[1] *See* Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring "[a]n action on behalf of one or more consumers or **government entities** for actual damages…" under Florida's Deceptive and Unfair Trade Practices Act); *e.g., Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA1979); *City of New Port Richey v. State ex rel. O'Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); *also State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding "[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction."); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).

anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

John M. Guard,
Chief Deputy Attorney General

cc: Glen Torcivia
Torcivia, Donlon & Goddeau, P.A.
701 Northpoint Parkway Ste 209
Palm Springs, FL 33407-1956
torcivia@gmail.com

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet

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CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

June 15, 2021

Rich Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Opioid Litigation – Proposed MOU with State

Dear Mr. Reade;

You have requested guidance as to whether the Village of Palm Springs should consider entering into a Memorandum of Understanding ("MOU") proposed by the State of Florida in connection the allocation of proceeds (the "Florida Plan") from the opioid litigation, as set forth in correspondence dated April 13, 2021 from the Office of the Attorney General. It should be noted that the MOU is a non-binding agreement to participate in the effort to finalize an allocation plan that is substantially similar to the terms proposed.

Since the total amount of the settlement proceeds is not yet known, it is impossible to predict the amount of money each municipality will receive. The length of the payout period is unknown but could range from seven to ten or more years, based on the bankruptcy settlements. As stated in the Attorney General's letter, "[o]ur current best guess based on projections and assuming total participation, is $120-$140M a year for the first few years, $90-110M a year for the middle years, and then $60-$70M a year for the later years of the deal for the State and its subdivisions. Under this hypothetical scenario, the Village of Palm Springs' share would be 0.0380%, or anywhere from $3,992.00 to $7,414.00 annually.

Nonetheless, based upon our review of the documentation provided by the Attorney General and the status of the litigation and bankruptcies, we have concluded that agreeing to the terms of the MOU may be advantageous to municipalities in several respects

First, the proposed Florida Plan provides greater benefits to local governments than the allocations negotiated in the bankruptcies, which will apply in the absence of the MOU. Under the allocation

negotiated in the *Purdue* bankruptcy, there is no city/county fund, and only subdivisions with populations greater than 400,000 will receive any funds directly Furthermore, the allocations to local governments proposed under the Florida Plan are greater than a *pro rata* allocation based on the proofs of claim filed by the state and local governments. Finally, the proposed allocation under the MOU provides for enhancement of benefits based upon the number of municipalities that agree to participate.

On the other hand, under the MOU, the use of the proceeds is restricted to abatement activities to address the public health crisis caused by opioid addiction. While these may be of great value to the Village, it also means that the funds cannot be used for any other purpose.

Enclosed with this letter you will find a copy of the Attorney General's April 13 letter, along with concise summary of key points regarding the proposed MOU. Also enclosed is a set of materials to assist in preparation of the agenda item packet. This includes a proposed resolution authorizing the Village to participate in the MOU and Formal Agreements implementing the unified plan, based upon the Attorney General's template, along with a copy of the MOU and attached "Florida Plan."

Sincerely,

Susan M. Garrett
Enclosures

Opioid Litigation: Proposed MOU with State of Florida – Key Points

- The proposal was developed by State of Florida and the PEC (Plaintiffs' Executive Committee for the Opioid Multi District Litigation Panel).

- The MOU is a non-binding preliminary agreement to participate in an agreement governing the distribution of settlement proceeds obtained from settlements of opioid litigation with the Cardinal Health, Inc., McKesson Corp. and AmerisourceBergen Corp. (collectively known as "the Distributors") and Johnson & Johnson as well as the Purdue Pharma and Mallinckrodt bankruptcies.

- The proposed allocation plan appears to provide greater potential benefits to local governments than the default allocations that have already been negotiated in the bankruptcy cases and are underway in other cases. Those default plans will be applied unless a different agreement is reached beforehand.

- Under the proposed MOU, there are separate City/County and Regional Funds, in addition to the State fund. Under the default plans, there is no separate City/County fund and all the money flows through regional Managing Entities.

- The proposed MOU allocates 15% of total settlement amounts to the City/County fund; a sliding scale of 30-40% to the Regional Fund: and the remaining 45-55% to the State. According to the State, these percentages are more favorable to the cities and counties than a *pro rata* allocation based on the proofs of claims filed in the bankruptcy cases, where the State's claim was four to five times the aggregate amount of the city and county claims.

- Recipients of the proceeds must use the funds for abatement activities that address the public health crisis of opioid addiction in the community, such as first responder training and prevention programs for youth. This restriction serves to maximize available funds because it affords certain tax benefits to the defendants and also avoids federal clawback/recoupment of substantial portions of the settlement proceeds.

- The proposed MOU also provides for the creation of an expense fund to cover attorney's fees and litigation expenses incurred on behalf of litigating local governments, to the extent not paid by the defendants as part of the negotiated settlement. The expense fund payment is an enhancement based upon a percentage of the City/County fund. As an incentive to participation by the local governments, the payment ranges from 0% for less than 85% participation) up to 10% (for 96-100% participation).

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.2410601644 49%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.821689546303%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.013113332457%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.000219705515%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.381597611347%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.000270546460%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.011987568663%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.000975056706%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.002113530737%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.006102729215%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.002988721299%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.1931738041 30%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.169449240037%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.023628329446%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.8396563733 12%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.508772605155%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.024953825527%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.039205632015%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.005614292988%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.155153855596%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.080897023117%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.008704696178%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.016354442736%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.1894842040 81%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.151424309090%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.000424885045%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.002839829959%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.003400896108%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.031392468132%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.8787991804 44%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.323022668525%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.045560750209%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.149245411423%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.084363286155%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.000321387406%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.024136738902%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.002505732317%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.383104682233%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.012091066302%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.003782203200%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.404817397481%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.000127102364%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.096603243798%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.035975416224%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.240056418924%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.051997577066%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.0579626725 78%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.966403576878%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.101131719448%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.073935445073%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.323406517664%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.017807041180%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.266922227153%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.202423224725%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.830581264531%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.154950491814%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.012407006463%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.520164608456%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.0626251504359%	$ 12,211.90		$ 9,393.77		$ 6,575.64			
	Lauderhill		0.1443828381309%	$ 28,154.65		$ 21,657.43		$ 15,160.20			
	Lazy Lake		0.0000217889779%	$ 4.25		$ 3.27		$ 2.29			
	Lighthouse Point		0.0291318618039%	$ 5,680.71		$ 4,369.78		$ 3,058.85			
	Margate		0.1436837751299%	$ 28,018.34		$ 21,552.57		$ 15,086.80			
	Miramar		0.2792802084199%	$ 54,459.64		$ 41,892.03		$ 29,324.42			
	North Lauderdale		0.0660696244969%	$ 12,883.58		$ 9,910.44		$ 6,937.31			
	Oakland Park		0.1004308406999%	$ 19,584.01		$ 15,064.63		$ 10,545.24			
	Ocean Breeze		0.0053818772379%	$ 1,049.47		$ 807.28		$ 565.10			
	Parkland		0.0458040604489%	$ 8,931.79		$ 6,870.61		$ 4,809.43			
	Pembroke Park		0.0245979389089%	$ 4,796.60		$ 3,689.69		$ 2,582.78			
	Pembroke Pines		0.4628323636039%	$ 90,252.31		$ 69,424.85		$ 48,597.40			
	Plantation		0.2139187256649%	$ 41,714.15		$ 32,087.81		$ 22,461.47			
	Pompano Beach		0.3354721634939%	$ 65,417.07		$ 50,320.82		$ 35,224.58			
	Sea Ranch Lakes		0.0050241748709%	$ 979.71		$ 753.63		$ 527.54			
	Southwest Ranches		0.0259797231789%	$ 5,066.05		$ 3,896.96		$ 2,727.87			
	Sunrise		0.2860711061469%	$ 55,783.87		$ 42,910.67		$ 30,037.47			
	Tamarac		0.1344924584729%	$ 26,226.03		$ 20,173.87		$ 14,121.71			
	Weston		0.1386378112839%	$ 27,034.37		$ 20,795.67		$ 14,556.97			
	West Park		0.0295531155329%	$ 5,762.86		$ 4,432.97		$ 3,103.08			
	Wilton Manors		0.0316303311279%	$ 6,167.91		$ 4,744.55		$ 3,321.18			
Calhoun		0.0471277407819%			$ 21,441.12		$ 16,494.71				$ 11,546.30
	Calhoun County		0.0388660871289%	$ 7,578.89		$ 5,829.91		$ 4,080.94			
	Altha		0.0003667811079%	$ 71.52		$ 55.02		$ 38.51			
	Blountstown		0.0078966882939%	$ 1,539.85		$ 1,184.50		$ 829.15			
Charlotte		0.7373462333769%			$ 335,492.54		$ 258,073.18				$ 180,649.83
	Charlotte County		0.6902257555879%	$ 134,594.02		$ 103,533.86		$ 72,473.70			
	Punta Gorda		0.0471204777899%	$ 9,188.49		$ 7,068.07		$ 4,947.65			
Citrus		0.9696457766069%			$ 441,188.83		$ 339,376.02				$ 237,563.22
	Citrus County		0.9297156611179%	$ 181,294.55		$ 139,457.35		$ 97,620.14			
	Crystal River		0.0219287892669%	$ 4,276.11		$ 3,289.32		$ 2,302.52			
	Inverness		0.0180013262229%	$ 3,510.26		$ 2,700.20		$ 1,890.14			
Clay		1.1934294614569%			$ 543,010.40		$ 417,700.31				$ 292,390.22
	Clay County		1.0557648911319%	$ 205,874.15		$ 158,364.73		$ 110,855.31			
	Green Cove Springs		0.0577625771429%	$ 11,263.70		$ 8,664.39		$ 6,065.07			
	Keystone Heights		0.0007535354439%	$ 146.94		$ 113.03		$ 79.12			
	Orange Park		0.0785892073399%	$ 15,324.90		$ 11,788.38		$ 8,251.87			
	Penney Farms		0.0005610661499%	$ 109.41		$ 84.16		$ 58.91			
Collier		1.5513333764279%			$ 705,856.69		$ 542,966.68				$ 380,076.68
	Collier County		1.3546733360309%	$ 264,161.30		$ 203,201.00		$ 142,240.70			
	Everglades		0.0001488913419%	$ 29.03		$ 22.33		$ 15.63			
	Marco Island		0.0620949520039%	$ 12,108.52		$ 9,314.24		$ 6,519.97			
	Naples		0.1344161970549%	$ 26,211.16		$ 20,162.43		$ 14,113.70			
Columbia		0.4467811507929%			$ 203,285.42		$ 156,373.40				$ 109,461.38
	Columbia County		0.3418872013739%	$ 66,668.00		$ 51,283.08		$ 35,898.16			
	Fort White		0.0002360472479%	$ 46.03		$ 35.41		$ 24.78			
	Lake City		0.1046597179209%	$ 20,408.64		$ 15,698.96		$ 10,989.27			
DeSoto		0.1136404078029%			$ 51,706.39		$ 39,774.14				$ 27,841.90
	DeSoto County		0.0968846847469%	$ 18,892.51		$ 14,532.70		$ 10,172.89			
	Arcadia		0.0167557230569%	$ 3,267.37		$ 2,513.36		$ 1,759.35			
Dixie		0.1037445809009%			$ 47,203.78		$ 36,310.60				$ 25,417.42
	Dixie County		0.0988220879219%	$ 19,270.31		$ 14,823.31		$ 10,376.32			
	Cross City		0.0046392362829%	$ 904.65		$ 695.89		$ 487.12			
	Horseshoe Beach		0.0002814409499%	$ 54.88		$ 42.22		$ 29.55			
Duval		5.4349751569359%			$ 2,472,913.70		$ 1,902,241.30				$ 1,331,568.91
	Jacksonville		5.2705700649979%	$ 1,027,761.16		$ 790,585.51		$ 553,409.86			
	Atlantic Beach		0.0388915076019%	$ 7,583.84		$ 5,833.73		$ 4,083.61			
	Baldwin		0.0022515275899%	$ 439.05		$ 337.73		$ 236.41			
	Jacksonville Beach		0.1004471824319%	$ 19,587.20		$ 15,067.08		$ 10,546.95			
	Neptune Beach		0.0228148743189%	$ 4,448.90		$ 3,422.23		$ 2,395.56			
Escambia		1.3416344492449%			$ 610,443.67		$ 469,572.06				$ 328,700.44
	Escambia County		1.0058608715749%	$ 196,142.87		$ 150,879.13		$ 105,615.39			
	Century		0.0051367512499%	$ 1,001.67		$ 770.51		$ 539.36			
	Pensacola		0.3306368264219%	$ 64,474.18		$ 49,595.52		$ 34,716.87			
Flagler		0.3898647122449%			$ 177,388.44		$ 136,452.65				$ 95,516.85
	Flagler County		0.2797559344099%	$ 54,552.41		$ 41,963.39		$ 29,374.37			
	Beverly Beach		0.0001543385859%	$ 30.10		$ 23.15		$ 16.21			
	Bunnell		0.0095018095759%	$ 1,852.85		$ 1,425.27		$ 997.69			
	Flagler Beach		0.0154828836699%	$ 3,019.16		$ 2,322.43		$ 1,625.70			
	Marineland		0.0001143921279%	$ 22.31		$ 17.16		$ 12.01			
	Palm Coast		0.0848571696269%	$ 16,547.15		$ 12,728.58		$ 8,910.00			
Franklin		0.0499112825509%			$ 22,709.63		$ 17,468.95				$ 12,228.26
	Franklin County		0.0462543659669%	$ 9,019.60		$ 6,938.15		$ 4,856.71			
	Apalachicola		0.0017685386069%	$ 344.87		$ 265.28		$ 185.70			
	Carabelle		0.0018883779789%	$ 368.23		$ 283.26		$ 198.28			
Gadsden		0.1236560740779%			$ 56,263.51		$ 43,279.63				$ 30,295.74
	Gadsden County		0.0902118106429%	$ 17,591.30		$ 13,531.77		$ 9,472.24			

	Chattahoochee		0.004181667772%	$ 815.43		$ 627.25		$ 439.08			
	Greensboro		0.000492067723%	$ 95.95		$ 73.81		$ 51.67			
	Gretna		0.002240633101%	$ 436.92		$ 336.09		$ 235.27			
	Havana		0.005459954403%	$ 1,064.69		$ 818.99		$ 573.30			
	Midway		0.001202025213%	$ 234.39		$ 180.30		$ 126.21			
	Quincy		0.019867915223%	$ 3,874.24		$ 2,980.19		$ 2,086.13			
Gilchrist		0.064333769355%			$ 29,271.87		$ 22,516.82		$ 15,761.77		
	Gilchrist County		0.061274233881%	$ 11,948.48		$ 9,191.14		$ 6,433.79			
	Bell		0.000099866143%	$ 19.47		$ 14.98		$ 10.49			
	Fanning Springs		0.000388570084%	$ 75.77		$ 58.29		$ 40.80			
	Trenton		0.002571099247%	$ 501.36		$ 385.66		$ 269.97			
Glades		0.040612836758%			$ 18,478.84		$ 14,214.49		$ 9,950.15		
	Glades County		0.040420367464%	$ 7,881.97		$ 6,063.06		$ 4,244.14			
	Moore Haven		0.000192469294%	$ 37.53		$ 28.87		$ 20.21			
Gulf		0.059914238588%			$ 27,260.98		$ 20,969.98		$ 14,678.99		
	Gulf County		0.054715751905%	$ 10,669.57		$ 8,207.36		$ 5,745.15			
	Port St. Joe		0.004817179591%	$ 939.35		$ 722.58		$ 505.80			
	Wewahitchka		0.000381307092%	$ 74.35		$ 57.20		$ 40.04			
Hamilton		0.047941195910%			$ 21,813.24		$ 16,779.42		$ 11,745.59		
	Hamilton County		0.038817061931%	$ 7,569.33		$ 5,822.56		$ 4,075.79			
	Jasper		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Jennings		0.002623755940%	$ 511.63		$ 393.56		$ 275.49			
	White Springs		0.001630541754%	$ 317.96		$ 244.58		$ 171.21			
Hardee		0.067110048132%			$ 30,535.07		$ 23,488.52		$ 16,441.96		
	Hardee County		0.058100306280%	$ 11,329.56		$ 8,715.05		$ 6,100.53			
	Bowling Green		0.001797590575%	$ 350.53		$ 269.64		$ 188.75			
	Wauchula		0.006667426860%	$ 1,300.15		$ 1,000.11		$ 700.08			
	Zolfo Springs		0.000544724417%	$ 106.22		$ 81.71		$ 57.20			
Hendry		0.144460915297%			$ 65,729.72		$ 50,561.32		$ 35,392.92		
	Hendry County		0.122147187443%	$ 23,818.70		$ 18,322.08		$ 12,825.45			
	Clewiston		0.017589151414%	$ 3,429.88		$ 2,638.37		$ 1,846.86			
	LaBelle		0.004724576440%	$ 921.29		$ 708.69		$ 496.08			
Hernando		1.510075949110%			$ 687,084.56		$ 528,526.58		$ 369,968.61		
	Hernando County		1.447521612849%	$ 282,266.71		$ 217,128.24		$ 151,989.77			
	Brooksville		0.061319627583%	$ 11,957.33		$ 9,197.94		$ 6,438.56			
	Weeki Wachee		0.001234708678%	$ 240.77		$ 185.21		$ 129.64			
Highlands		0.357188510237%			$ 162,520.77		$ 125,015.98		$ 87,511.19		
	Highlands County		0.287621754986%	$ 56,086.24		$ 43,143.26		$ 30,200.28			
	Avon Park		0.025829016090%	$ 5,036.66		$ 3,874.35		$ 2,712.05			
	Lake Placid		0.005565267790%	$ 1,085.23		$ 834.79		$ 584.35			
	Sebring		0.038172471371%	$ 7,443.63		$ 5,725.87		$ 4,008.11			
Hillsborough		8.710984113657%			$ 3,963,497.77		$ 3,048,844.44		$ 2,134,191.11		
	Hillsborough County		6.523111204400%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68			
	Plant City		0.104218491142%	$ 20,322.61		$ 15,632.77		$ 10,942.94			
	Tampa		1.975671881253%	$ 385,256.02		$ 296,350.78		$ 207,445.55			
	Temple Terrace		0.107980721113%	$ 21,056.24		$ 16,197.11		$ 11,337.98			
Holmes		0.081612427851%			$ 37,133.65		$ 28,564.35		$ 19,995.04		
	Holmes County		0.066805002459%	$ 13,026.98		$ 10,020.75		$ 7,014.53			
	Bonifay		0.006898026863%	$ 1,345.12		$ 1,034.70		$ 724.29			
	Esto		0.006269778036%	$ 1,222.61		$ 940.47		$ 658.33			
	Noma		0.001278286631%	$ 249.27		$ 191.74		$ 134.22			
	Ponce de Leon		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
	Westville		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
Indian River		0.753076058781%			$ 342,649.61		$ 263,576.62		$ 184,503.63		
	Indian River County		0.623571460217%	$ 121,596.43		$ 93,535.72		$ 65,475.00			
	Fellsmere		0.004917045734%	$ 958.82		$ 737.56		$ 516.29			
	Indian River shores		0.025322422382%	$ 4,937.87		$ 3,798.36		$ 2,658.85			
	Orchid		0.000306861421%	$ 59.84		$ 46.03		$ 32.22			
	Sebastian		0.038315915467%	$ 7,471.60		$ 5,747.39		$ 4,023.17			
	Vero Beach		0.060642353558%	$ 11,825.26		$ 9,096.35		$ 6,367.45			
Jackson		0.158936058795%			$ 72,315.91		$ 55,627.62		$ 38,939.33		
	Jackson County		0.075213731704%	$ 14,666.68		$ 11,282.06		$ 7,897.44			
	Alford		0.000303229925%	$ 59.13		$ 45.48		$ 31.84			
	Bascom		0.000061735434%	$ 12.04		$ 9.26		$ 6.48			
	Campbellton		0.001648699234%	$ 321.50		$ 247.30		$ 173.11			
	Cottondale		0.001093080329%	$ 213.15		$ 163.96		$ 114.77			
	Graceville		0.002794436257%	$ 544.92		$ 419.17		$ 293.42			
	Grandridge		0.000030867717%	$ 6.02		$ 4.63		$ 3.24			
	Greenwood		0.001292812616%	$ 252.10		$ 193.92		$ 135.75			
	Jacob City		0.000481173235%	$ 93.83		$ 72.18		$ 50.52			
	Malone		0.000092603151%	$ 18.06		$ 13.89		$ 9.72			
	Marianna		0.073519638768%	$ 14,336.33		$ 11,027.95		$ 7,719.56			
	Sneads		0.002404050426%	$ 468.79		$ 360.61		$ 252.43			
Jefferson		0.040821647784%			$ 18,573.85		$ 14,287.58		$ 10,001.30		
	Jefferson County		0.037584169001%	$ 7,328.91		$ 5,637.63		$ 3,946.34			
	Monticello		0.003237478783%	$ 631.31		$ 485.62		$ 339.94			
Lafayette		0.031911772076%			$ 14,519.86		$ 11,169.12		$ 7,818.38		

	Lafayette County		0.031555885457%	$ 6,153.40		$ 4,733.38		$ 3,313.37	
	Mayo		0.000355886619%	$ 69.40		$ 53.38		$ 37.37	
Lake		1.13921122459 19%			$ 518,341.11		$ 398,723.93		$ 279,106.75
	Lake County		0.757453827343%	$ 147,703.50		$ 113,618.07		$ 79,532.65	
	Astatula		0.002727253579%	$ 531.81		$ 409.09		$ 286.36	
	Clermont		0.075909163209%	$ 14,802.29		$ 11,386.37		$ 7,970.46	
	Eustis		0.041929254098%	$ 8,176.20		$ 6,289.39		$ 4,402.57	
	Fruitland Park		0.008381493024%	$ 1,634.39		$ 1,257.22		$ 880.06	
	Groveland		0.026154034992%	$ 5,100.04		$ 3,923.11		$ 2,746.17	
	Howey-In-The-Hills		0.002981458307%	$ 581.38		$ 447.22		$ 313.05	
	Lady Lake		0.025048244426%	$ 4,884.41		$ 3,757.24		$ 2,630.07	
	Leesburg		0.091339390185%	$ 17,811.18		$ 13,700.91		$ 9,590.64	
	Mascotte		0.011415608025%	$ 2,226.04		$ 1,712.34		$ 1,198.64	
	Minneola		0.016058475803%	$ 3,131.40		$ 2,408.77		$ 1,686.14	
	Montverde		0.001347285057%	$ 262.72		$ 202.09		$ 141.46	
	Mount Dora		0.041021380070%	$ 7,999.17		$ 6,153.21		$ 4,307.24	
	Tavares		0.031820984673%	$ 6,205.09		$ 4,773.15		$ 3,341.20	
	Umatilla		0.005623371728%	$ 1,096.56		$ 843.51		$ 590.45	
Lee		3.32537188335 9%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11
	Lee County		2.115268407509%	$ 412,477.34		$ 317,290.26		$ 222,103.18	
	Bonita Springs		0.017374893143%	$ 3,388.10		$ 2,606.23		$ 1,824.36	
	Cape Coral		0.714429677167%	$ 139,313.79		$ 107,164.45		$ 75,015.12	
	Estero		0.012080171813%	$ 2,355.63		$ 1,812.03		$ 1,268.42	
	Fort Myers		0.431100350585%	$ 84,064.57		$ 64,665.05		$ 45,265.54	
	Fort Myers Beach		0.000522935440%	$ 101.97		$ 78.44		$ 54.91	
	Sanibel		0.034595447702%	$ 6,746.11		$ 5,189.32		$ 3,632.52	
Leon		0.89719924493 9%			$ 408,225.66		$ 314,019.74		$ 219,813.82
	Leon County		0.471201146391%	$ 91,884.22		$ 70,680.17		$ 49,476.12	
	Tallahassee		0.425998098549%	$ 83,069.63		$ 63,899.71		$ 44,729.80	
Levy		0.25119240174 8%			$ 114,292.54		$ 87,917.34		$ 61,542.14
	Levy County		0.200131750679%	$ 39,025.69		$ 30,019.76		$ 21,013.83	
	Bronson		0.005701448894%	$ 1,111.78		$ 855.22		$ 598.65	
	Cedar Key		0.005180329202%	$ 1,010.16		$ 777.05		$ 543.93	
	Chiefland		0.015326729337%	$ 2,988.71		$ 2,299.01		$ 1,609.31	
	Fanning Springs		0.000808007885%	$ 157.56		$ 121.20		$ 84.84	
	Inglis		0.004976965420%	$ 970.51		$ 746.54		$ 522.58	
	Otter Creek		0.000408543312%	$ 79.67		$ 61.28		$ 42.90	
	Williston		0.017774357715%	$ 3,466.00		$ 2,666.15		$ 1,866.31	
	Yankeetown		0.000884269303%	$ 172.43		$ 132.64		$ 92.85	
Liberty		0.01939945222 5%			$ 8,826.75		$ 6,789.81		$ 4,752.87
	Liberty County		0.019303217578%	$ 3,764.13		$ 2,895.48		$ 2,026.84	
	Bristol		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
Madison		0.06354028745 5%			$ 28,910.83		$ 22,239.10		$ 15,567.37
	Madison County		0.053145129837%	$ 10,363.30		$ 7,971.77		$ 5,580.24	
	Greenville		0.000110760631%	$ 21.60		$ 16.61		$ 11.63	
	Lee		0.000019973229%	$ 3.89		$ 3.00		$ 2.10	
	Madison		0.010264423758%	$ 2,001.56		$ 1,539.66		$ 1,077.76	
Manatee		2.72132334623 5%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22
	Manatee County		2.201647174006%	$ 429,321.20		$ 330,247.08		$ 231,172.95	
	Anna Maria		0.009930326116%	$ 1,936.41		$ 1,489.55		$ 1,042.68	
	Bradenton		0.379930754632%	$ 74,086.50		$ 56,989.61		$ 39,892.73	
	Bradenton Beach		0.014012127744%	$ 2,732.36		$ 2,101.82		$ 1,471.27	
	Holmes Beach		0.028038781473%	$ 5,467.56		$ 4,205.82		$ 2,944.07	
	Longboat Key		0.034895046131%	$ 6,804.53		$ 5,234.26		$ 3,663.98	
	Palmetto		0.052869136132%	$ 10,309.48		$ 7,930.37		$ 5,551.26	
Marion		1.70117616896 0%			$ 774,035.16		$ 595,411.66		$ 416,788.16
	Marion County		1.303728892837%	$ 254,227.13		$ 195,559.33		$ 136,891.53	
	Belleview		0.009799592256%	$ 1,910.92		$ 1,469.94		$ 1,028.96	
	Dunnellon		0.018400790795%	$ 3,588.15		$ 2,760.12		$ 1,932.08	
	McIntosh		0.000145259844%	$ 28.33		$ 21.79		$ 15.25	
	Ocala		0.368994504094%	$ 71,953.93		$ 55,349.18		$ 38,744.42	
	Reddick		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
Martin		0.86948729811 6%			$ 395,616.72		$ 304,320.55		$ 213,024.39
	Martin County		0.750762795758%	$ 146,398.75		$ 112,614.42		$ 78,830.09	
	Jupiter Island		0.020873839646%	$ 4,070.40		$ 3,131.08		$ 2,191.75	
	Ocean Breeze Park		0.008270732393%	$ 1,612.79		$ 1,240.61		$ 868.43	
	Sewall's Point		0.008356072551%	$ 1,629.43		$ 1,253.41		$ 877.39	
	Stuart		0.081223857767%	$ 15,838.65		$ 12,183.58		$ 8,528.51	
Miami-Dade		5.23211978417 3%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35
	Miami-Dade County		4.282797675552%	$ 835,145.55		$ 642,419.65		$ 449,693.76	
	Aventura		0.024619727885%	$ 4,800.85		$ 3,692.96		$ 2,585.07	
	Bal Harbour		0.010041086747%	$ 1,958.01		$ 1,506.16		$ 1,054.31	
	Bay Harbor Islands		0.004272455175%	$ 833.13		$ 640.87		$ 448.61	
	Biscayne Park		0.001134842535%	$ 221.29		$ 170.23		$ 119.16	
	Coral Gables		0.071780152131%	$ 13,997.13		$ 10,767.02		$ 7,536.92	
	Cutler Bay		0.009414653668%	$ 1,835.86		$ 1,412.20		$ 988.54	
	Doral		0.013977628531%	$ 2,725.64		$ 2,096.64		$ 1,467.65	

	El Portal		0.000924215750%	$ 180.22		$ 138.63		$ 97.04			
	Florida City		0.003929278792%	$ 766.21		$ 589.39		$ 412.57			
	Golden Beach		0.002847092951%	$ 555.18		$ 427.06		$ 298.94			
	Hialeah		0.098015895785%	$ 19,113.10		$ 14,702.38		$ 10,291.67			
	Hialeah Gardens		0.005452691411%	$ 1,063.27		$ 817.90		$ 572.53			
	Homestead		0.024935668046%	$ 4,862.46		$ 3,740.35		$ 2,618.25			
	Indian Creek		0.002543863026%	$ 496.05		$ 381.58		$ 267.11			
	Key Biscayne		0.013683477346%	$ 2,668.28		$ 2,052.52		$ 1,436.77			
	Medley		0.008748274131%	$ 1,705.91		$ 1,312.24		$ 918.57			
	Miami		0.292793005448%	$ 57,094.64		$ 43,918.95		$ 30,743.27			
	Miami Beach		0.181409572478%	$ 35,374.87		$ 27,211.44		$ 19,048.01			
	Miami Gardens		0.040683650932%	$ 7,933.31		$ 6,102.55		$ 4,271.78			
	Miami Lakes		0.007836768608%	$ 1,528.17		$ 1,175.52		$ 822.86			
	Miami Shores		0.006287935516%	$ 1,226.15		$ 943.19		$ 660.23			
	Miami Springs		0.006169911893%	$ 1,203.13		$ 925.49		$ 647.84			
	North Bay Village		0.005160355974%	$ 1,006.27		$ 774.05		$ 541.84			
	North Miami		0.030379280717%	$ 5,923.96		$ 4,556.89		$ 3,189.82			
	North Miami Beach		0.030391990953%	$ 5,926.44		$ 4,558.80		$ 3,191.16			
	Opa-locka		0.007847663096%	$ 1,530.29		$ 1,177.15		$ 824.00			
	Palmetto Bay		0.007404620570%	$ 1,443.90		$ 1,110.69		$ 777.49			
	Pinecrest		0.008296152866%	$ 1,617.75		$ 1,244.42		$ 871.10			
	South Miami		0.007833137111%	$ 1,527.46		$ 1,174.97		$ 822.48			
	Sunny Isles Beach		0.007693324511%	$ 1,500.20		$ 1,154.00		$ 807.80			
	Surfside		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Sweetwater		0.004116300842%	$ 802.68		$ 617.45		$ 432.21			
	Virginia Gardens		0.001172973244%	$ 228.73		$ 175.95		$ 123.16			
	West Miami		0.002654623657%	$ 517.65		$ 398.19		$ 278.74			
Monroe		0.476388738585%			$ 216,756.88		$ 166,736.06			$	116,715.24
	Monroe County		0.330124785469%	$ 64,374.33		$ 49,518.72		$ 34,663.10			
	Islamorada		0.022357305808%	$ 4,359.67		$ 3,353.60		$ 2,347.52			
	Key Colony Beach		0.004751812661%	$ 926.60		$ 712.77		$ 498.94			
	Key West		0.088087385417%	$ 17,177.04		$ 13,213.11		$ 9,249.18			
	Layton		0.000150707089%	$ 29.39		$ 22.61		$ 15.82			
	Marathon		0.030916742141%	$ 6,028.76		$ 4,637.51		$ 3,246.26			
Nassau		0.476933463002%			$ 217,004.73		$ 166,926.71			$	116,848.70
	Nassau County		0.392706357951%	$ 76,577.74		$ 58,905.95		$ 41,234.17			
	Callahan		0.000225152759%	$ 43.90		$ 33.77		$ 23.64			
	Fernandina Beach		0.083159445195%	$ 16,216.09		$ 12,473.92		$ 8,731.74			
	Hilliard		0.000842507098%	$ 164.29		$ 126.38		$ 88.46			
Okaloosa		0.819212865955%			$ 372,741.85		$ 286,724.50			$	200,707.15
	Okaloosa County		0.612059617545%	$ 119,351.63		$ 91,808.94		$ 64,266.26			
	Cinco Bayou		0.000733562214%	$ 143.04		$ 110.03		$ 77.02			
	Crestview		0.070440130066%	$ 13,735.83		$ 10,566.02		$ 7,396.21			
	Destin		0.014678507281%	$ 2,862.31		$ 2,201.78		$ 1,541.24			
	Fort Walton Beach		0.077837487644%	$ 15,178.31		$ 11,675.62		$ 8,172.94			
	Laurel Hill		0.000079892914%	$ 15.58		$ 11.98		$ 8.39			
	Mary Esther		0.009356549730%	$ 1,824.53		$ 1,403.48		$ 982.44			
	Niceville		0.021745398713%	$ 4,240.35		$ 3,261.81		$ 2,283.27			
	Shalimar		0.001824826796%	$ 355.84		$ 273.72		$ 191.61			
	Valparaiso		0.010456893052%	$ 2,039.09		$ 1,568.53		$ 1,097.97			
Okeechobee		0.353495278692%			$ 160,840.35		$ 123,723.35			$	86,606.34
	Okeechobee County		0.314543851405%	$ 61,336.05		$ 47,181.58		$ 33,027.10			
	Okeechobee		0.038951427287%	$ 7,595.53		$ 5,842.71		$ 4,089.90			
Orange		4.671028214546%			$ 2,125,317.84		$ 1,634,859.88			$	1,144,401.91
	Orange County		3.063330386979%	$ 597,349.43		$ 459,499.56		$ 321,649.69			
	Apopka		0.097215150892%	$ 18,956.95		$ 14,582.27		$ 10,207.59			
	Bay Lake		0.023566594013%	$ 4,595.49		$ 3,534.99		$ 2,474.49			
	Belle Isle		0.010798253686%	$ 2,105.66		$ 1,619.74		$ 1,133.82			
	Eatonville		0.008325204835%	$ 1,623.41		$ 1,248.78		$ 874.15			
	Edgewood		0.009716067845%	$ 1,894.63		$ 1,457.41		$ 1,020.19			
	Lake Buena Vista		0.010355211161%	$ 2,019.27		$ 1,553.28		$ 1,087.30			
	Maitland		0.046728276209%	$ 9,112.01		$ 7,009.24		$ 4,906.47			
	Oakland		0.005429086686%	$ 1,058.67		$ 814.36		$ 570.05			
	Ocoee		0.066599822928%	$ 12,986.97		$ 9,989.97		$ 6,992.98			
	Orlando		1.160248481490%	$ 226,248.45		$ 174,037.27		$ 121,826.09			
	Windermere		0.007548064667%	$ 1,471.87		$ 1,132.21		$ 792.55			
	Winter Garden		0.056264584996%	$ 10,971.59		$ 8,439.69		$ 5,907.78			
	Winter Park		0.104903028159%	$ 20,456.09		$ 15,735.45		$ 11,014.82			
Osceola		1.073452092940%			$ 488,420.70		$ 375,708.23			$	262,995.76
	Osceola County		0.837248691390%	$ 163,263.49		$ 125,587.30		$ 87,911.11			
	Kissimmee		0.162366006872%	$ 31,661.37		$ 24,354.90		$ 17,048.43			
	St. Cloud		0.073837394678%	$ 14,398.29		$ 11,075.61		$ 7,752.93			
Palm Beach		8.601594372053%			$ 3,913,725.44		$ 3,010,558.03			$	2,107,390.62
	Palm Beach County		5.552548475026%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59			
	Atlantis		0.018751230169%	$ 3,656.49		$ 2,812.68		$ 1,968.88			
	Belle Glade		0.020828445945%	$ 4,061.55		$ 3,124.27		$ 2,186.99			
	Boca Raton		0.472069073961%	$ 92,053.47		$ 70,810.36		$ 49,567.25			

	Boynton Beach		0.3064982717715%	$ 59,767.16		$ 45,974.74		$ 32,182.32	
	Briny Breezes		0.0032574520125%	$ 635.20		$ 488.62		$ 342.03	
	Cloud Lake		0.0001888377985%	$ 36.82		$ 28.33		$ 19.83	
	Delray Beach		0.3518465794577%	$ 68,610.08		$ 52,776.99		$ 36,943.89	
	Glen Ridge		0.0000526566945%	$ 10.27		$ 7.90		$ 5.53	
	Golf		0.0042833496636%	$ 835.25		$ 642.50		$ 449.75	
	Greenacres		0.0764248356576%	$ 14,902.84		$ 11,463.73		$ 8,024.61	
	Gulf Stream		0.0106711513226%	$ 2,080.87		$ 1,600.67		$ 1,120.47	
	Haverhill		0.0010840015896%	$ 211.38		$ 162.60		$ 113.82	
	Highland Beach		0.0325109688346%	$ 6,339.64		$ 4,876.65		$ 3,413.65	
	Hypoluxo		0.0051530929826%	$ 1,004.85		$ 772.96		$ 541.07	
	Juno Beach		0.0167575380046%	$ 3,267.72		$ 2,513.63		$ 1,759.54	
	Jupiter Island		0.1254663748886%	$ 24,465.94		$ 18,819.96		$ 13,173.97	
	Jupiter Inlet Colony		0.0052765638496%	$ 1,028.93		$ 791.48		$ 554.04	
	Lake Clarke Shores		0.0075607749036%	$ 1,474.35		$ 1,134.12		$ 793.88	
	Lake Park		0.0294332759806%	$ 5,739.49		$ 4,414.99		$ 3,090.49	
	Lake Worth		0.1171466172986%	$ 22,843.59		$ 17,571.99		$ 12,300.39	
	Lantana		0.0245071515056%	$ 4,778.89		$ 3,676.07		$ 2,573.25	
	Loxahatchee Groves		0.0025311527896%	$ 493.57		$ 379.67		$ 265.77	
	Manalapan		0.0216328223336%	$ 4,218.40		$ 3,244.92		$ 2,271.45	
	Mangonia Park		0.0106965719056%	$ 2,085.83		$ 1,604.49		$ 1,123.14	
	North Palm Beach		0.0443496462566%	$ 8,648.18		$ 6,652.45		$ 4,656.71	
	Ocean Ridge		0.0127864978076%	$ 2,493.37		$ 1,917.97		$ 1,342.58	
	Pahokee		0.0040182504476%	$ 783.56		$ 602.74		$ 421.92	
	Palm Beach		0.1854768481236%	$ 36,167.99		$ 27,821.53		$ 19,475.07	
	Palm Beach Gardens		0.2336758802576%	$ 45,566.80		$ 35,051.38		$ 24,535.97	
	Palm Beach Shores		0.0141355986126%	$ 2,756.44		$ 2,120.34		$ 1,484.24	
	Palm Springs		0.0380217642826%	$ 7,414.24		$ 5,703.26		$ 3,992.29	
	Riviera Beach		0.1636170572826%	$ 31,905.33		$ 24,542.56		$ 17,179.79	
	Royal Palm Beach		0.0492957439596%	$ 9,612.67		$ 7,394.36		$ 5,176.05	
	South Bay		0.0018302740406%	$ 356.90		$ 274.54		$ 192.18	
	South Palm Beach		0.0058666819676%	$ 1,144.00		$ 880.00		$ 616.00	
	Tequesta		0.0318936145956%	$ 6,219.25		$ 4,784.04		$ 3,348.83	
	Wellington		0.0501836447586%	$ 9,785.81		$ 7,527.55		$ 5,269.28	
	West Palm Beach		0.5492656025416%	$ 107,106.79		$ 82,389.84		$ 57,672.89	
Pasco		4.6920872604946%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38
	Pasco County		4.3192052398136%	$ 842,245.02		$ 647,880.79		$ 453,516.55	
	Dade City		0.0558197267236%	$ 10,884.85		$ 8,372.96		$ 5,861.07	
	New Port Richey		0.1498791074946%	$ 29,226.43		$ 22,481.87		$ 15,737.31	
	Port Richey		0.0495299754586%	$ 9,658.35		$ 7,429.50		$ 5,200.65	
	San Antonio		0.0021897921556%	$ 427.01		$ 328.47		$ 229.93	
	St. Leo		0.0027908047616%	$ 544.21		$ 418.62		$ 293.03	
	Zephyrhills		0.1126726140896%	$ 21,971.16		$ 16,900.89		$ 11,830.62	
Pinellas		7.9348898167776%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01
	Pinellas County		4.5465931845536%	$ 886,585.67		$ 681,988.98		$ 477,392.28	
	Belleair		0.0180957451216%	$ 3,528.67		$ 2,714.36		$ 1,900.05	
	Belleair Beach		0.0042615606866%	$ 831.00		$ 639.23		$ 447.46	
	Belleair Bluffs		0.0075026709656%	$ 1,463.02		$ 1,125.40		$ 787.78	
	Belleair Shore		0.0004394110296%	$ 85.69		$ 65.91		$ 46.14	
	Clearwater		0.6338631201966%	$ 123,603.31		$ 95,079.47		$ 66,555.63	
	Dunedin		0.1024408737966%	$ 19,975.97		$ 15,366.13		$ 10,756.29	
	Gulfport		0.0478939864606%	$ 9,339.33		$ 7,184.10		$ 5,028.87	
	Indian Rocks Beach		0.0089534536626%	$ 1,745.92		$ 1,343.02		$ 940.11	
	Indian Shores		0.0113230048746%	$ 2,207.99		$ 1,698.45		$ 1,188.92	
	Kenneth City		0.0174547860586%	$ 3,403.68		$ 2,618.22		$ 1,832.75	
	Largo		0.3741929907776%	$ 72,967.63		$ 56,128.95		$ 39,290.26	
	Madeira Beach		0.0226169577796%	$ 4,410.31		$ 3,392.54		$ 2,374.78	
	North Redington Beach		0.0038203339096%	$ 744.97		$ 573.05		$ 401.14	
	Oldsmar		0.0394217060336%	$ 7,687.23		$ 5,913.26		$ 4,139.28	
	Pinellas Park		0.2516663119916%	$ 49,074.93		$ 37,749.95		$ 26,424.96	
	Redington Beach		0.0036115228826%	$ 704.25		$ 541.73		$ 379.21	
	Redington Shores		0.0064513528416%	$ 1,258.01		$ 967.70		$ 677.39	
	Safety Harbor		0.0380617107406%	$ 7,422.03		$ 5,709.26		$ 3,996.48	
	Seminole		0.0952486957486%	$ 18,573.50		$ 14,287.30		$ 10,001.11	
	South Pasadena		0.0299689216566%	$ 5,843.94		$ 4,495.34		$ 3,146.74	
	St. Pete Beach		0.0717910466196%	$ 13,999.25		$ 10,768.66		$ 7,538.06	
	St. Petersburg		1.4565930901346%	$ 284,035.65		$ 218,488.96		$ 152,942.27	
	Tarpon Springs		0.1019705950506%	$ 19,884.27		$ 15,295.59		$ 10,706.91	
	Treasure Island		0.0406527832156%	$ 7,927.29		$ 6,097.92		$ 4,268.54	
Polk		2.1504830252986%			$ 978,469.78		$ 752,669.06		$ 526,868.34
	Polk County		1.5580498284846%	$ 303,819.72		$ 233,707.47		$ 163,595.23	
	Auburndale		0.0286361626846%	$ 5,584.05		$ 4,295.42		$ 3,006.80	
	Bartow		0.0439719706606%	$ 8,574.53		$ 6,595.80		$ 4,617.06	
	Davenport		0.0053056158186%	$ 1,034.60		$ 795.84		$ 557.09	
	Dundee		0.0055979512556%	$ 1,091.60		$ 839.69		$ 587.78	
	Eagle Lake		0.0025801779876%	$ 503.13		$ 387.03		$ 270.92	
	Fort Meade		0.0077024032516%	$ 1,501.97		$ 1,155.36		$ 808.75	

	Frostproof		0.005857603227%	$ 1,142.23		$ 878.64		$ 615.05			
	Haines City		0.047984773863%	$ 9,357.03		$ 7,197.72		$ 5,038.40			
	Highland Park		0.000063551182%	$ 12.39		$ 9.53		$ 6.67			
	Hillcrest Heights		0.000005447244%	$ 1.06		$ 0.82		$ 0.57			
	Lake Alfred		0.007489960729%	$ 1,460.54		$ 1,123.49		$ 786.45			
	Lake Hamilton		0.002540231530%	$ 495.35		$ 381.03		$ 266.72			
	Lakeland		0.294875668468%	$ 57,500.76		$ 44,231.35		$ 30,961.95			
	Lake Wales		0.036293172134%	$ 7,077.17		$ 5,443.98		$ 3,810.78			
	Mulberry		0.005414560702%	$ 1,055.84		$ 812.18		$ 568.53			
	Polk City		0.001080370093%	$ 210.67		$ 162.06		$ 113.44			
	Winter Haven		0.097033576087%	$ 18,921.55		$ 14,555.04		$ 10,188.53			
Putnam		0.3848931940680%			$ 175,126.40		$ 134,712.62		$ 94,298.83		
	Putnam County		0.329225990182%	$ 64,199.07		$ 49,383.90		$ 34,568.73			
	Crescent City		0.005561636294%	$ 1,084.52		$ 834.25		$ 583.97			
	Interlachen		0.001877483480%	$ 366.11		$ 281.62		$ 197.14			
	Palatka		0.046955244716%	$ 9,156.27		$ 7,043.29		$ 4,930.30			
	Pomona Park		0.000379491344%	$ 74.00		$ 56.92		$ 39.85			
	Welaka		0.000893348043%	$ 174.20		$ 134.00		$ 93.80			
Santa Rosa		0.7012673195130%			$ 319,076.63		$ 245,443.56		$ 171,810.49		
	Santa Rosa County		0.592523984216%	$ 115,542.18		$ 88,878.60		$ 62,215.02			
	Gulf Breeze		0.061951507906%	$ 12,080.54		$ 9,292.73		$ 6,504.91			
	Jay		0.000159785829%	$ 31.16		$ 23.97		$ 16.78			
	Milton		0.046632041562%	$ 9,093.25		$ 6,994.81		$ 4,896.36			
Sarasota		2.8050438575790%			$ 1,276,294.96		$ 981,765.35		$ 687,235.75		
	Sarasota County		1.924315263251%	$ 375,241.48		$ 288,647.29		$ 202,053.10			
	Longboat Key		0.044489458856%	$ 8,675.44		$ 6,673.42		$ 4,671.39			
	North Port		0.209611771277%	$ 40,874.30		$ 31,441.77		$ 22,009.24			
	Sarasota		0.484279979635%	$ 94,434.60		$ 72,642.00		$ 50,849.40			
	Venice		0.142347384560%	$ 27,757.74		$ 21,352.11		$ 14,946.48			
Seminole		2.1411482645440%			$ 974,222.46		$ 749,401.89		$ 524,581.32		
	Seminole County		1.508694164839%	$ 294,195.36		$ 226,304.12		$ 158,412.89			
	Altamonte Springs		0.081305566430%	$ 15,854.59		$ 12,195.83		$ 8,537.08			
	Casselberry		0.080034542791%	$ 15,606.74		$ 12,005.18		$ 8,403.63			
	Lake Mary		0.079767627827%	$ 15,554.69		$ 11,965.14		$ 8,375.60			
	Longwood		0.061710013415%	$ 12,033.45		$ 9,256.50		$ 6,479.55			
	Oviedo		0.103130858057%	$ 20,110.52		$ 15,469.63		$ 10,828.74			
	Sanford		0.164243490362%	$ 32,027.48		$ 24,636.52		$ 17,245.57			
	Winter Springs		0.062262000824%	$ 12,141.09		$ 9,339.30		$ 6,537.51			
St. Johns		0.7103333495540%			$ 323,201.67		$ 248,616.67		$ 174,031.67		
	St. Johns County		0.656334818131%	$ 127,985.29		$ 98,450.22		$ 68,915.16			
	Hastings		0.000010894488%	$ 2.12		$ 1.63		$ 1.14			
	Marineland		0.000000000000%	$ -		$ -		$ -			
	St. Augustine		0.046510386442%	$ 9,069.53		$ 6,976.56		$ 4,883.59			
	St. Augustine Beach		0.007477250493%	$ 1,458.06		$ 1,121.59		$ 785.11			
St. Lucie		1.5066278435520%			$ 685,515.67		$ 527,319.75		$ 369,123.82		
	St. Lucie County		0.956156584302%	$ 186,450.53		$ 143,423.49		$ 100,396.44			
	Fort Pierce		0.159535255654%	$ 31,109.37		$ 23,930.29		$ 16,751.20			
	Port St. Lucie		0.390803453989%	$ 76,206.67		$ 58,620.52		$ 41,034.36			
	St. Lucie Village		0.000132549608%	$ 25.85		$ 19.88		$ 13.92			
Sumter		0.3263988704590%			$ 148,511.49		$ 114,239.60		$ 79,967.72		
	Sumter County		0.302273026046%	$ 58,943.24		$ 45,340.95		$ 31,738.67			
	Bushnell		0.006607507174%	$ 1,288.46		$ 991.13		$ 693.79			
	Center Hill		0.001312785844%	$ 255.99		$ 196.92		$ 137.84			
	Coleman		0.000748088199%	$ 145.88		$ 112.21		$ 78.55			
	Webster		0.001423546476%	$ 277.59		$ 213.53		$ 149.47			
	Wildwood		0.014033916721%	$ 2,736.61		$ 2,105.09		$ 1,473.56			
Suwannee		0.1910148796920%			$ 86,911.77		$ 66,855.21		$ 46,798.65		
	Suwannee County		0.161027800555%	$ 31,400.42		$ 24,154.17		$ 16,907.92			
	Branford		0.000929663004%	$ 181.28		$ 139.45		$ 97.61			
	Live Oak		0.029057416132%	$ 5,666.20		$ 4,358.61		$ 3,051.03			
Taylor		0.0921818972820%			$ 41,942.76		$ 32,263.66		$ 22,584.56		
	Taylor County		0.069969851319%	$ 13,644.12		$ 10,495.48		$ 7,346.83			
	Perry		0.022212045963%	$ 4,331.35		$ 3,331.81		$ 2,332.26			
Union		0.0651563032240%			$ 29,646.12		$ 22,804.71		$ 15,963.29		
	Union County		0.063629259109%	$ 12,407.71		$ 9,544.39		$ 6,681.07			
	Lake Butler		0.001398126003%	$ 272.63		$ 209.72		$ 146.80			
	Raiford		0.000012710236%	$ 2.48		$ 1.91		$ 1.33			
	Worthington Springs		0.000116207876%	$ 22.66		$ 17.43		$ 12.20			
Volusia		3.1303296744800%			$ 1,424,300.00		$ 1,095,615.39		$ 766,930.77		
	Volusia County		1.708575342287%	$ 333,172.19		$ 256,286.30		$ 179,400.41			
	Daytona Beach		0.447556475212%	$ 87,273.51		$ 67,133.47		$ 46,993.43			
	Daytona Beach Shores		0.039743093439%	$ 7,749.90		$ 5,961.46		$ 4,173.02			
	DeBary		0.035283616215%	$ 6,880.31		$ 5,292.54		$ 3,704.78			
	DeLand		0.098983689498%	$ 19,301.82		$ 14,847.55		$ 10,393.29			
	Deltona		0.199329190038%	$ 38,869.19		$ 29,899.38		$ 20,929.56			
	Edgewater		0.058042023435%	$ 11,318.23		$ 8,706.33		$ 6,094.43			
	Flagler Beach		0.000223337011%	$ 43.55		$ 33.50		$ 23.45			

	Holly Hill		0.031615805143%	$ 6,165.08		$ 4,742.37		$ 3,319.66	
	Lake Helen		0.004918861482%	$ 959.18		$ 737.83		$ 516.48	
	New Smyrna Beach		0.104065968306%	$ 20,292.86		$ 15,609.90		$ 10,926.93	
	Oak Hill		0.004820811087%	$ 940.06		$ 723.12		$ 506.19	
	Orange City		0.033562287058%	$ 6,544.65		$ 5,034.34		$ 3,524.04	
	Ormond Beach		0.114644516477%	$ 22,355.68		$ 17,196.68		$ 12,037.67	
	Pierson		0.002333234251%	$ 454.98		$ 349.99		$ 244.99	
	Ponce Inlet		0.023813535748%	$ 4,643.64		$ 3,572.03		$ 2,500.42	
	Port Orange		0.177596501562%	$ 34,631.32		$ 26,639.48		$ 18,647.63	
	South Daytona		0.045221205323%	$ 8,818.14		$ 6,783.18		$ 4,748.23	
Wakulla		0.115129321208%			$ 52,383.84		$ 40,295.26		$ 28,206.68
	Wakulla County		0.114953193647%	$ 22,415.87		$ 17,242.98		$ 12,070.09	
	Sopchoppy		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
	St. Marks		0.000068998426%	$ 13.45		$ 10.35		$ 7.24	
Walton		0.268558216151%			$ 122,193.99		$ 93,995.38		$ 65,796.76
	Walton County		0.224268489581%	$ 43,732.36		$ 33,640.27		$ 23,548.19	
	DeFuniak Springs		0.017057137234%	$ 3,326.14		$ 2,558.57		$ 1,791.00	
	Freeport		0.003290135477%	$ 641.58		$ 493.52		$ 345.46	
	Paxton		0.023942453860%	$ 4,668.78		$ 3,591.37		$ 2,513.96	
Washington		0.120124444109%			$ 54,656.62		$ 42,043.56		$ 29,430.49
	Washington County		0.104908475404%	$ 20,457.15		$ 15,736.27		$ 11,015.39	
	Caryville		0.001401757499%	$ 273.34		$ 210.26		$ 147.18	
	Chipley		0.012550450560%	$ 2,447.34		$ 1,882.57		$ 1,317.80	
	Ebro		0.000221521263%	$ 43.20		$ 33.23		$ 23.26	
	Vernon		0.000361333863%	$ 70.46		$ 54.20		$ 37.94	
	Wausau		0.000680905521%	$ 132.78		$ 102.14		$ 71.50	
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00

Village of Palm Springs

Executive Brief

AGENDA DATE: July 8, 2021

DEPARTMENT: Administration

ITEM 6.13: Resolution No. 2021-09 - Florida Memorandum of Understanding - Opioid Settlement - State of Florida ***(UPDATED INFORMATION)***

SUMMARY:

The State of Florida (Attorney General's Office) filed litigation on behalf of Florida cities and counties against several entities involved in the manufacturing, marketing, distribution and/or dispensing of opioids for their actions that contributed to the opioid crisis.

Note: In 2018, Florida providers wrote 53.7 opioid prescriptions for every 100 persons, according to the National Institute on Drug Abuse. Further, on May 3, 2017, then Governor Rick Scott declared a State of Emergency (Executive Order 17-146) as a result of a public health emergency arising from the national opioid epidemic.

After numerous negotiations, the State and "Pharmaceutical Supply Chain Participants" reached a compromise that is outlined in the proposed Memorandum of Understanding (MOU). The MOU provides for settlement payments (to be paid over 7, 10 and 18 years, based on the specific defendant settlement) with agreed upon funds to be utilized by local governments for abatement activities (i.e., training for first responders on the use of Naloxone or other FDA-approved drugs to reverse opioid overdoses, youth-focused programs to discourage/prevent misuse, community drug disposal programs and training for first responders in pre-arrest diversion programs).

The proposed and/or expected amount of funds that the Village may receive is not yet known, but may be in the range of $3,900-$7,400 annually.

By entering into the proposed MOU, also known as the Florida Plan, the Village would be in a position to receive a pro-rata share of settlement funds should the State be successful in collecting the allocations.

The proposed MOU was prepared by the State of Florida's Attorney General's Office and reviewed by the Village Attorney, the Police Chief and the Finance Director.

FISCAL IMPACT:

By entering into the proposed MOU, also known as the Florida Plan, the Village would be in a position to receive a pro-rata share of settlement funds should the State be successful in collecting the allocations. The proposed and/or expected amount of funds that the Village may receive is not yet known, but may be in the range of $3,900-$7,400 annually.

ATTACHMENTS:

Resolution No. 2021-09 - MOU - Opioid Settlement - State of Florida
Proposed Memorandum of Understanding
Summary Letter from Florida Attorney General
Guidance Letter from Village Attorney Susan Garrett
Key Points Summary - Opioid Litigation MOU
Potential Settlement Proceeds by Local Government

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY REGIONAL OPIOID SETTLEMENT FUNDS

This Interlocal Agreement ("Agreement") is made and entered into by and between Palm Beach County ("County"), a political subdivision of the state of Florida, and each of the following municipalities that elects to enter into this Agreement.

The Municipalities in Exhibit A, each a municipal corporation existing under the laws of the state of Florida (each a "Municipality" and collectively the "Municipalities") (County and the Municipalities are collectively referred to as the "Parties").

Recitals

A. A national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Palm Beach County ("Opioid Epidemic").

B. County and Municipalities have suffered harm from the Opioid Epidemic.

C. County is a Charter County within the state of Florida, and has an estimated population of approximately 1.497 million based on the most recent census data.

D. Municipalities are located in Palm Beach County, Florida.

E. The state of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid Litigation"). The County is a litigating participant in the Opioid Litigation.

F. Proposed settlements have been developed to resolve certain claims under the Opioid Litigation.

G. The Attorney General for the State of Florida ("Attorney General") anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to County and Municipalities.

H. The Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") attached hereto as Exhibit B sets forth the framework for a unified plan between the state of Florida and local governments within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to Qualified Counties in addition to funds received in the City/County Fund); and (iii) the State Fund.

I. To receive its share of the Regional Fund (the "County Regional Funds," as defined below), County must qualify as a "Qualified County" as that term is defined under the Florida Plan.

J. If County does not qualify as a "Qualified County," the County Regional Funds will be allocated to the Southeast Florida Behavioral Health Network, Inc., which would be required under the Florida Plan to spend such funds within Palm Beach County to the greatest extent practicable.

K. To qualify as a Qualified County under the Florida Plan, County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the Municipalities total population.

L. Under the Florida Plan, County will be required to expend the County Regional Funds in Palm Beach County for abatement of the effects of the Opioid Epidemic.

M. County has an abatement plan that is being utilized to respond to the Opioid Epidemic.

N. The *Behavioral Health Substance Use & Co-Occurring Disorder Steering Committee* is a taskforce that advises, plans, and provides for programs relating to the abatement of opioid abuse and other substance abuse throughout Palm Beach County.

O. County contracts to provide funding for *The South County Mental Health Center, The Addiction Stabilization Unit, The Drug Abuse Foundation* and other Financially Assisted Agencies which provide substance abuse assessment, prevention, detoxification, residential, and outpatient services to adults aged 18 years and older and also provides treatment for substance abuse and co-occurring disorders such as depression, anxiety, trauma, and other mental health concerns that may contribute to an individual's substance abuse and dependence.

P. The Parties recognize that enabling County to receive the County Regional Funds for expenditure in the best interest of all persons within the geographic boundaries of Palm Beach County will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Palm Beach County.

Q. The Parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County qualifies as a "Qualified County" to receive the County Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

1.1 Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.

1.2 "County Regional Funds" shall mean the amount of the Regional Funds remitted to County by the state of Florida, provided County qualifies as a Qualified County.

ARTICLE 2. CONDITIONS PRECEDENT

2.1 This Agreement shall become effective on the Commencement Date set forth in Article 3, so long as the following conditions precedent have been satisfied:

A. Execution of this Agreement by County and Municipalities that, taken together, contain more than 50% of the Municipalities total population, as required by Florida Plan to enable County to become a Qualified County and receive the County Regional Funds from the state of Florida;

B. Execution of all documents necessary to effectuate the Florida Plan in its final form; and

C. Filing of this Agreement with the Clerk of the Circuit Court for County as required by Florida Statutes Section 163.01.

ARTICLE 3.
TERM

3.1 The term of this Agreement shall commence upon the satisfaction of all conditions precedent stated in Article 2 ("Commencement Date"), and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida Plan ("Term"). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

ARTICLE 4.
PLAN ADMINISTRATION

4.1 County is responsible for administering the County Regional Funds pursuant to the Florida Plan. County staff shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting, required by the Florida Plan up to the moment of distribution of funds to cities at which point the cities are responsible for all reporting and monitoring and other requirements as set forth in the Plan and including providing data and reporting to County.. County is entitled to and shall receive no more than 5% from

the County Regional Funds for administrative fees as provided under the Florida Plan and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida Plan), including the provisions related to Core Services (if and as applicable) identified in Exhibit C. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

ARTICLE 5.
LOCAL GOVERNMENT REPORTING REQUIREMENTS

5.1 To the extent a City Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida Plan), and further agrees to timely satisfy all reporting requirements of the Florida Plan. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

ARTICLE 6.
NON-APPROPRIATION

6.1 This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which the County agrees to expend consistent with the terms of this Agreement.

ARTICLE 7.
GOVERNMENTAL IMMUNITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or any Municipality nor shall anything included herein be construed as consent by County or any Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipalities are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees to the extent of and within the limits set forth om Section 768.28, Florida Statutes.

ARTICLE 8.
INSURANCE

8.1 Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by the requesting party.

ARTICLE 9.
MISCELLANEOUS

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PALM BEACH COUNTY CUSTODIAN OF PUBLIC AFFAIRS AT 561-355-2754, OR VIA ELECTRONIC MAIL AT *RECORDSREQUEST@PBCGOV.ORG* OR THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS (SEE EXHIBIT A FOR EACH MUNICIPALITY'S CUSTODIAN'S CONTACT INFORMATION).

9.2 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.3 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.

9.4 Third Party Beneficiaries. Neither County nor the Municipalities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

9.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Office of the County Attorney, Litigation Section
300 North Dixie Highway
Suite 359
West Palm Beach, FL 33401

FOR MUNICIPALITY:
The addresses specified in Exhibit A.

9.6 Assignment. No Party shall have the right to assign this Agreement.

9.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.a waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

9.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference isto the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Municipalities or others with delegated authority or otherwise authorized to execute same on their behalf.

9.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Palm Beach County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the_____day of_____2022, and the City of_____, signing by and through its officials, duly authorized to execute same.

COUNTY

WITNESSES:

PALM BEACH COUNTY, by and through its County Administrator

By:
County Administrator

Signature

____day of , 2022

Print/Type Name

Signature

Print/Type Name

APPROVED AS TO FORM:

By:

By:

PARTICIPATING MUNICIPALITY

ATTEST:

City Clerk Kimberly Wynn

MUNICIPALITY

By: _____
Mayor-Commissioner Beverly Smith

10th day of March, 2022

By: _____
City Manager Michael Bornstein

10th day of March, 2022

APPROVED AS TO FORM:

By: _____
City Attorney for Glen Torcivia

10th day of _____, 2022

EXHIBIT A

9.5 Notices for Municipality:

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

EXHIBIT B

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: John Guard 11/15/2021 DATED

Its: Chief Deputy Attorney General

EXHIBIT A

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

EXHIBIT B

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
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	Pinecrest		0.008296152866%

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	Surfside		0.004869836285%
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	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
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	Golf		0.004283349663%
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	Lakeland		0.294875668468%

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	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
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Washington		0.120124444109%	
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	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

EXHIBIT C

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

---

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Behavioral Health and Substance Use Disorder Plan 2024

Palm Beach County
Advisory Committee on
Behavioral Health, Substance Use
and Co-Occurring Disorders

It is time we … stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery-oriented systems of care that can promote this model of sustained recovery management.

William L. White, MA
Recovery Management and Recovery Oriented Systems of Care: Scientific Rationale and Promising Approaches

ADVANCING A RESILIENCE AND RECOVERY ECOSYSTEM OF CARE

ONE INITIATIVE,
ONE INDICATOR AT A TIME

PALM BEACH COUNTY
FLORIDA

Palm Beach County
COMMUNITY SERVICES
Helping People Build Better Communities

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I. Executive Summary

Palm Beach County, more specifically Delray Beach, had the reputation of being the Recovery Capitol of the Nation known for its vibrant recovery community and a safe, nurturing environment highly supportive of recovering individuals in the mid-2000's. Yet, at the time, there was also an identifiable underbelly that existed which propelled a proliferation of "pill mills" and opioid prescribing resulting in a rapid rise in opioid overdoses.

By 2017, Palm Beach County had the unfortunate distinction of being the epi-center of overdose deaths in the State of Florida, reaching a peak of 817 drug related deaths of which 626 were opioid deaths. News headlines and coverage also placed the County at the epi-center nationally of fraud and abuse in the treatment and recovery residence sector that preyed on vulnerable individuals in need of substance use disorder care and their families.

Opioid use was certainly not the first drug to have caused misuse and drug related deaths. In the 1980's and the 1990's, crack cocaine addiction was prolific. Communities of color and lower income communities were disproportionately affected. The difference with opioid misuse was all communities were affected and many addictions started from prescribed legal use.

The closing of the 44 bed Jerome Golden Center and the in-patient unit at JFK hospital created a deficit in available options for individuals with significant mental illness, many of whom experienced homelessness and/or incarceration.

Important strides have been made since. Today, the State of Florida and the Nation look to Palm Beach County for its leadership in person-centered, recovery-oriented, and crisis care; leadership which began in 2017 when the Palm Beach County Board of County Commissioners (BCC) approved an Opioid Response Plan (ORP). The BCC also appointed a "Drug Czar", an ORP priority recommendation to lead the response efforts. The State Attorney's Office also aggressively took the fight to the treatment and recovery residence sector to overcome its abuses.

Critical to these efforts was setting a clear system of care path. A path that is more person-centered and recovery-oriented focused on improved long-term recovery outcomes and increased resiliency rather than solely focused on the historic approach of acute- and crisis-centric care.

The system of care's foundational elements are rooted in the federal Substance Abuse and Mental Health Services Administration's definition of recovery from mental disorders and/or substance use disorders which is defined as, "A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential." They are also developed from the four major dimensions that support a life in recovery identified by SAMHSA as: health, home, community and purpose as well as the agency's recognition setbacks are a natural part of life. Thus, according to SAMHSA, resilience becomes a key component of recovery.

The BCC adopted substance use disorder, and behavioral health more broadly, as a strategic priority in 2019 with a major goal to establish a person-center, recovery-oriented system of care which has been renewed annually since. In November 2022, it approved the establishment of the Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders (BHSUCOD) and declared the BCC's expressed approval of a person-centered, recovery-oriented system of care. The BCC also approved the Behavioral Health and Substance Use Disorder Plan 2022 and its recommendations which were informed by community input and developed by a Steering Committee and its sub-committees operationalized in 2019.

The BHSUCOD is charged with enhancing the County's capacity and effectiveness in formulating behavioral health and substance use disorder policies as well as to offer recommendations regarding the County's provision of services to its citizens. It is also responsible for making recommendations on responding to the opioid epidemic, as provided in section 17.42 of the Florida Statutes (2022).

The Behavioral Health and Substance Use Disorder Plan 2024 details the number of initiatives and their outcomes that have been executed to achieve a true person-centered, recovery-oriented system of care; an ecosystem of resilience and recovery that creates recovery-ready communities. Communities and care that will foster, not only hope, but create ready and easy access to person-centered, recovery-oriented care. It and subsequent Plan Updates are intended to maintain flexibility to address whatever needs that are forthcoming.

The development of the 2024 Plan was built upon the 2022 Plan foundation and continued the well-established process of receiving regular input from community members through bi-monthly facilitated sub-committee meetings as well as community forums. A draft of the 2024 Plan was publicly released in advance of BHSUCOD review and discussion at its March 14, 2024 Special Meeting. Public comment on the Plan was received at this meeting.

Subsequently, a public comment period was established from March 14, 2024 through March 29, 2024. Thirty six individuals and/or entities provided comments with nearly 150 suggestions, recommendations, resources and edits being received. All responses were received, acknowledged and documented.

The program evaluator and FAU researcher conducted a content and thematic analysis. Comments were incorporated into a comment process sheet. It and all public comments received were publicly released in advance of initial review by the Executive Committee at its April 4, 2024 meeting.

Each response was granted equal weight. The analysis found comments fell into the following themes: support for the plan update; broken system, continued siloes; align work with HIV (including syringe services), BH/SUD in the homeless; affordable, attainable housing for substance use disorder and mental health; centralized care coordination and crisis stabilization; and, emphasis on mental health, youth services, prevention and education.

The 2024 Plan also details recommendations by the BHSUCOD's pursuant to its responsibilities related to section 17.42 of the Florida Statutes (2022). In doing so, the BHSUCOD remained mindful that the opioid settlement funds resulting from the Settlement Agreement entered into with the State of Florida were realized due to the malfeasance committed by certain entities within the pharmaceutical industry which resulted in untold loss, death and devastation wreaked upon individuals, families and communities.

The BHSUCOD strongly supports the use of 90% of the settlement funds on addressing the social determinants of health and 10% on acute crisis care. This is in recognition that prior focuses on acute crisis care have not provided long-term results without other supportive services and addressing basic needs. Members stressed that the funds received through the opioid settlement were gathered on the backs of individuals and families who have suffered and continue to suffer. The memories of those lost cannot be forgotten as the County endeavors to move forward from crisis-focused to person-oriented solutions.

The BHSUCOD affirms its position that one overdose death is one overdose death too many and one death by suicide is also one too many. It wishes to see continued reductions, which may never arrive at zero, but believe tracking overdose death rates should not be the singular outcome measure of the County's efforts success. Beyond this measure, the Advisory Committee supports the County's ongoing efforts to measure its initiatives through a recovery capital framework and its ability to capture resilience, health, well-being, social determinants of health and risk factors.

It is in this context that the BHSUCOD places the 2024 Plan recommendations' emphasis which are supported by the evidence developed by the County's own research; national research; and the direction set by the federal Domestic Policy Council, Office of National Drug Control Policy and Substance Abuse and Mental Health Services Direction. The Plan also emphasizes the need to focus, not only on individuals in crisis, but the nearly 37,000 total calls placed to 211 of Palm Beach and Treasure Coast for mental health and addiction assistance in calendar years 2022 and 2023 as well as individuals faced with mental illness and substance use disorder that do not require crisis care.

Members of the BHSUCOD expressed gratitude that the Board of County Commissioners have faith in people with lived experiences to develop a plan and recommendations. They have experienced fragmented systems with many siloes. Their hope is that utilization of research and evidence-based recommendations will mitigate "treat and street" approaches that have failed outcomes and result in dehumanization of individuals with behavioral health and substance use disorders.

The BHSUCOD trusts the Plan 2024 sets a sound course that will build a robust resilience and recovery ecosystem in Palm Beach County. An ecosystem, with its emphasis on social determinants of health, can prevent illness as well as intervene early in its cycle to avoid entrance into crisis care.

The BHSUCOD believes the Plan 2024 is not intended to be viewed through a lens of finality, but rather a reflection on what has been accomplished and a road map for future work. Although substance use disorders were the impetus of starting this work in 2017, the Plan recognizes the need to address all behavioral health needs along a continuum including prevention and education, early intervention, treatment and recovery.

Lastly, the BHSUCOD has confidence that the Plan 2024's recommendations address the infrastructure and person-centered, recovery-oriented care necessary to create a near one hundred percent opportunity for individual's to successfully address their behavioral health and substance use disorder needs.

II. REVIEWING PROGRESS: ONE INITIATIVE, ONE INDICATOR AT A TIME

Significant strides have been made since the Palm Beach County Board of County Commissioners (BCC) adopted its plan, *Opioid Crisis - Palm Beach County's Response (ORP)*, in 2017 and subsequently identified behavioral health and substance use disorders as a strategic priority in 2019. The ORP pointed to the need to create a coordinated response through the designation of a primary entity responsible for the integration of all efforts relative to the epidemic. (See Appendix I for a Comprehensive Opioid Epidemic Timeline)

The ORP also pointed to the need for leadership and guidance from an experienced veteran accustomed to working on solving substance use disorders --- in short, appointing a 'Drug Czar' for the County which the BCC accomplished in April 2018. Since, the appointee has led the Office of Behavioral Health and Substance Use Disorders (OBHSUD) established in the Community Services Department.

The OBHSUD supervises the planning, administration, and county contracting of behavioral health and substance use disorder services in Palm Beach County. It develops policies and manages various initiatives, programs, and funding strategies -- serving as liaison to communicate the County's efforts to the public; local, state, county and federal agencies; and the service provider community.

The OBHSUD is also responsible for facilitating the Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders and its subcommittees as well as for the development of the Annual Plan Update submitted to the BCC. In this capacity, it has adopted a community wide approach which has been taken with many other valued partners and community members.

Traditionally, mental health services were rarely integrated with substance use disorder. According to reports published in the Journal of American Medical Association roughly 50% of individuals with severe mental disorders are affected by a substance use condition. (Robinson, L., 2018) The University of Chicago also found, in a patient-experience survey conducted across behavioral health provider groups and behavioral health consumer organizations, that 87% of patients of all ages who received mental health or substance use care from a provider felt they needed additional help from a substance use or mental health specialist. (Bowman Foundation, 2023).

Considering this context, the BCC expanded its focus to not only address the opioid epidemic but to include both behavioral health and substance use disorder when it identified such as a strategic priority in 2019, and maintained this priority to date. Also, in 2019 a Behavioral and Substance Use Disorder Cross-departmental team (CDT) of multiple department employees was established to address this priority. The team includes representatives from Youth Services, Employee Assistance Program, Parks and Recreation, Victim Services, Fire Rescue, Medical Examiner's Office, Library, Cooperative Extension, Palm Tran and Community Services.

The CDT fosters leveraging of resources, talent and innovation across all departments. Integration of efforts assures increased access and stewardship of County resources. Chief amongst the BCC's aims is the establishment of a readily accessible, integrated and coordinated person-centered, recovery-oriented system of care (ROSC) for the purpose of improving long-term recovery outcomes and enhancing health and wellness.

The CDT recognizes that addressing behavioral and substance use disorders is a continuum of efforts starting with prevention and early intervention and continuing to treatment and long-term recovery through building of resilience. The CDT last presented to the BCC at a January 30, 2024 Workshop meeting during the County's Office of Management and Budget's (OFMB) budget and strategic planning cross-departmental team presentations. The team highlighted its broad range of services year including Youth Services' free evidence-based and trauma-informed mental health services, Fire Rescue's Mobile Integrated Health teams, and, community education and public awareness events across all of the departments.

OFMB also presented the results of the County's 2023 community resident survey. The survey of 7,291 residents found that 52% said the county's response to substance use and behavioral disorders was fair or poor. Another 21% did not know enough to rate this question. Asked to rank County priorities, 62% said mental health, substance use and behavioral health support ranked a 4 or 5 on a scale of 5 in importance. (Palm Beach County, Resident Survey, 2023).

The ORP also pointed to the need to establish a steering committee to guide the County's efforts The CSD operationalized an Opioid Response Steering Committee in 2019. In 2021, the steering committee was officially renamed the ***Behavioral Health, Substance Use and Co-Occurring Disorder Steering Committee (BHSUCOD)*** in order to better align with the BCC's strategic priority. Steering Committee members volunteered endless hours and brought expertise and passion to approve *The Substance and Mental Disorders Plan Update, March 2022* (2022 Plan) at its March 2022 meeting.

A: Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders Established

The 2022 Plan recommended the BCC enact an ordinance designating a lead entity granting it leadership, budget, planning and monitoring authority as an overarching high priority. In response, the BCC approved Resolution No. R2022-1340 on November 1, 2022. The Resolution established the Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders (BHSUCOD) to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery policies, as well as to offer recommendations regarding the County's provision of services to the citizens of Palm Beach County. (Palm Beach County Board of County Commissioners Agenda, November 1, 2022)

The Resolution also declared the BCC's expressed approval of a person-centered, recovery-oriented system of care focused on quality of care and long-term recovery outcome improvements. The BCC approved the 2022 Plan on November 15, 2022. It and this plan, *The Substance and Mental Disorders Plan Update, April 2024* (2024 Plan), developed by the BHSUCOD are intended to serve as a roadmap for Palm Beach County to bring to fruition an integrated and coordinated, person-centered, recovery-oriented system of care for anyone with a substance use, behavioral health and/or co-occurring disorder.

The BHSUCOD is comprised of nine at-large members and nine ex-officio members who are individuals with both lived and learned (professional experience) who represent a diverse cross-section of the community. This includes individuals who are parents who have lost their children to accidental overdose, impacted family members, people in recovery, formerly incarcerated individuals, clergy, peer support specialists, doctors, clinicians, first responders, providers, attorneys, law enforcement personnel as well as elected and government representatives. The Resolution outlined that the inaugural membership was to be comprised of the nine individuals who served as members on the BHSCOD Steering Committee at the time the Resolution was approved by the BCC and the three individuals who served as Ex Officio members of that Steering Committee.

BHSUCOD Membership

Public	Ex Officio (Designee)
Sharon Burns-Carter	Florida Department of Health PBC (Natalie Kenton)
Ariana Ciancio	PBC Fire Rescue (Chief Charles Coyle)
Lissa Franklin	PBC Health Care District (Jon Van Arnam)
William Freeman	PBC League of Cities (Hon. Angela Burns)
John Makris	PBC Sheriff's Office (Sandra Sisson)
Barbara Shafer	Palm Health Foundation (Patrick McNamara)
Brent Schillinger, MD	Southeast Florida Behavioral Health Network (Daniel Oria)
Rae Whitely (V. Ch.)	Southeast Florida Recovery Advocates (Maureen Kielian, Ch.)
Austin Wright	State Attorney's Office (Al Johnson)

The 2022 Plan adopted a Mission, Vision, Values and Beliefs statement to inform the County's work which is again affirmed by the BHSUCOD as follows:

1. **Mission:** To ensure access to individualized person-centered, recovery-oriented care and supports through integrated and coordinated services using a "no-wrong door" approach for all Palm Beach County residents in need.

2. **Vision:** To have a fully integrated and coordinated person-centered, recovery-oriented system of care that employs neutral care coordination and recovery as well as peer supports that focus on:

- Individual needs and assessment of each person holistically.
- Evaluation of personal resiliency and risk factors utilizing recovery capital indexing.
- Strength-based, accessible and available services to any person seeking improved outcomes for mental illness, substance use and/or co-occurring disorders.

3. **Values and Beliefs:** A person-centered, recovery-oriented system of care is non-judgmental, caring, trauma-informed and embraces the understanding that each individual's journey to recovery and wellness is unique. Additionally, a "no wrong-door" approach within a recovery oriented system of care:
    - Places high value on collaboration and coordination among governmental and non-governmental organizations to provide appropriate levels of individualized care.
    - Utilizes neutral care-coordination to screen and assess individuals and connect them to appropriate levels and types of care, remove barriers and provide follow-up and coordination of services as appropriate.
    - Uses validated tools that assess needs, levels of care and recovery wellness.
    - Values and respects individuals and meets them where they are, recognizing that substance use disorders and behavioral health disorders are brain-based, frequently intertwined and compromise decision-making abilities.
    - Prioritizes individualized care based on need and considers client voice.
    - Determines placement, supports and services based on assessments instead of based on a particular program's availability and/or for administrative convenience.
    - Presents treatment and service options with appropriate and transparent disclosures related to risks that might be involved with either taking or not taking advantage of any given options, as well as provides information about the risk of not accepting any options for treatment or services.
    - Supports and service options are trauma-informed, strength-based, individualized and supportive of long-term recovery.
    - Recognizes that successful long-term recovery rests in a person-centric system that is inclusive, equitable, and community-based.
    - Utilizes evidence-based practices to the maximum extent possible with a focus on recovery capital, improved recovery outcomes, adverse childhood experiences and trauma informed care.

B. Mental Health within a Resilience and Recovery Ecosystem

As noted earlier, the BCC expanded its focus to address behavioral health to include mental health and substance use disorders more broadly in addition to its initial focus on the opioid epidemic. The development of the Plan has followed an evolution from this more narrow focus to one that is broader. While progress has been made, the Advisory Committee recognizes

that the historic challenge of integration both nationally and locally remains significant and still more work needs to be done.

Mental health challenges can be difficult to define, diagnose, and address, partly because it isn't always clear when an issue is serious enough to warrant intervention. Mental health encompasses our emotional, psychological, and social wellbeing, and is an essential component of overall health according to the U.S Department of Health and Human Services. In its 2023 – 2026 strategic plan, the federal Substance Abuse and Mental Health Services Administration (SAMHSA) declared the United States faces unprecedented mental health and substance use crises among people of all ages and backgrounds with two out of five adults having symptoms of anxiety or depression (SAMHSA, Strategic Plan, 2023).

Even before the COVID-19 pandemic, rates of depression and anxiety were increasing. The grief, trauma, and physical and social isolation related to the COVID-19 pandemic have exacerbated these issues for many. Among adults aged 18 or older in 2021, nearly 58 million people had any mental illness and 14 million people had a serious mental illness in the past year.

SAMHSA reports that despite these tragic numbers, many people are moving toward and achieving recovery. The most recent National Survey on Drug Use and Health (NSDUH) tells a more encouraging story: nearly 39 million who perceived they ever had a problem with their mental health considered themselves in recovery or recovered.

The 2023–2026 SAMHSA Strategic Plan presents a new person-centered mission. SAMHSA received extensive and thoughtful feedback from stakeholders calling for action to improve well-being by heightening the importance of behavioral health integration and focusing on trauma-informed, recovery-oriented, and person-centered care. The strategic plan integrates four overarching guiding principles across all policies and programs to support SAMHSA in achieving its mission and vision: equity, trauma-informed approaches, recovery, commitment to data and evidence.

SAMHSA identifies enhancing access to suicide prevention and mental health services as a strategic priority describing these services as often fragmented such that transitions from one level of care to another are challenging. It aims to lead access to a full continuum of care that provides timely and high quality services to anyone who needs them including, in part, enhancing access to suicide prevention and crisis care as crucial elements of the mental health continuum of care, so that people experiencing suicidal ideation and other behavioral health crises can receive the care they need and want in order to thrive and achieve well-being.

The full mental health continuum outlined by SAMSHA includes mental health promotion and early intervention services, mental health crisis care and suicide, and treatment and recovery support services. The continuum and its identified elements align with Palm Beach County's resilience and recovery ecosystem model and other recovery-oriented system of care modeling developed throughout the nation.

SAMHSA emphasizes that, *"Across the continuum, it is critical to achieve a seamless integration of services for mental health conditions."* This can and will be achieved through the

County's implementation of neutral care coordination. Recovery and improved health and well-being are the goals of mental health care for individuals with a mental health condition. Individuals often take different pathways to engage with behavioral health services and initiate and sustain recovery. Because a mental and/or substance use disorder (SUD) crisis often results from environmental challenges and events, such as trauma, job loss, or financial or interpersonal stressors, addressing these issues is crucial to sustaining recovery. The recovery process is highly personalized, with individuals engaging in a variety of services and supports that may include treatment as well as recovery support services.

SAMHSA states robust, culturally appropriate, and responsive systems will be essential to meeting crisis care needs across the nation. The foundation SAMHSA relies on in the design of crisis services starts with the individual's needs and having planning thinking about these as well as the circumstances, and situation of a person in crisis. Through this whole-population approach, SAMHSA is promote and enhance genuine engagement with persons who have experienced crisis and are living with or are in recovery from mental illnesses or SUDs by developing several initiatives that will improve and serve as a model for state and community systems on consumer engagement in services design and delivery. The incorporation of person-centered, trauma-informed principles will promote engagement and improvements in quality crisis service delivery.

SAMHSA is also advancing bi-directional integration of healthcare services across systems for people with behavioral health conditions. Bi-directional care integration focuses on improving access to and delivering whole-person care. It also includes addressing physical and behavioral health in an integrated system where providers work together to deliver and coordinate care. SAMHSA acknowledges that bi-directional care integration is not a "one-size-fits-all" endeavor.

Specialty behavioral health and primary care settings differ in significant ways, including patient populations, provider expertise and background, resource needs, financing and information technology systems, and primary drivers of care. These differences need to be factored into any integration activities.

Despite these differences, consistently applying a whole-person care approach equitably, no matter the setting, can improve health outcomes for people with behavioral health conditions. Non-specialty healthcare settings, whether emergency departments, hospitals, or primary care, may be the first place for an encounter with an individual in need of behavioral health services.

These encounters represent significant opportunities for screening, diagnosis, and engagement in effective services and supports, not only for physical and behavioral health conditions but also for supports that pay attention to social determinants of health (SDOH). Interventions for behavioral health conditions in primary care especially reach the large population of individuals with less complex or stable mental and SUD.

SAMHSA recognizes the importance of addressing SDOH as key levers to achieving improved outcomes for people with behavioral health conditions. Wraparound services for transportation assistance, case management, and supportive and recovery housing are a few examples of

allowable activities that can be supported with SAMHSA grant funds (SAMHSA, Strategic Plan, 2023).

SAMHSA's person-centered mission is lofty and its push for whole-person care is admirable as are the innumerable initiatives to address mental health at every level of government. Despite these, the pain and frustration for both individuals and families navigating care remains.

This is no more evident than the regular personal and painful testimony received from impacted family members and individuals navigating care in Palm Beach County; leading one National Alliance on Mental Illness (NAMI) Palm Beach County family member to question, "System? What system? There is no system." These are not isolated sentiments and are difficult words to hear. They have been and must continue to be listened to in order to further propel and achieve the County's aim to establish a person-centered, recovery-oriented system of care.

Palm Health Foundation has been a leader in community health initiatives that promote the adoption of healthy lifestyles and tackle the social, economic and environmental factors that impact physical and mental health in Palm Beach County neighborhoods. Core to the Foundation's mission is the belief overall health and wellbeing is intimately connected to the good health of an individual's brain.

As such, the Foundation is leading a movement to advance brain health in Palm Beach County through its charitable funds and community initiatives. More specifically, through its Brain Health and Neuroarts Collaborative Initiatives. The Foundation is also a leading systems change agent and has advanced the work of Dr. Thomas Insel, former Director of the National Institute of Mental Health.

For over a decade at NIMH, Insel directed billions of dollars into research on neuroscience and the genetic underpinnings of mental illnesses. In a March 2022 interview with National Public Radio Insel discussed his book, *Healing: Our Path from Mental Illness to Mental Health*, published that year. Insel stated, "Our efforts were largely to say, 'How can we understand mental disorders as brain disorders, and how can we develop better tools for diagnosis and treatment?'" and admits that the results of that research have largely failed to help Americans struggling with mental illnesses. (Chatterjee, 2022)

"Our science was looking for causes, while the effects of these disorders were playing out with more death and disability, incarceration and homelessness, and increasing frustration and despair for both patients and families," writes Insel. Insel tells of one poignant moment giving a presentation when the father of a 23-year-old son with schizophrenia who'd been hospitalized five times, in jail three times and made two suicide attempts yelled from the back of the room, "Our house is on fire and you're telling me about the chemistry of the paint! What are you doing to put out the fire?"

Insel stated he was initially quite defensive but that there was a part of him that realized that the pain that the father and so many other people were feeling had an urgency to it that our science wasn't addressing. He stated, "This is a crisis of care. This is our failure to be able to provide the things that we already have in hand." It's why Insel left the NIMH he said which led him to

getting more involved with starting a social movement to bring attention to the fact that this house is on fire. (Chatterjee, 2022)

In another interview with Dr. Eric Topol of Medscape's Medicine and the Machine podcast titled, *The Medical Model Doesn't Work for Mental Health*, Insel is asked, "So how can we do better? We've been following a specific model for mental health for the past several decades. Like the medical approach to an infectious disease, it's to define a problem through a diagnosis and provide medication to fix it. This hasn't worked as well for people with mental illness as it has for people with infectious diseases. (Topol, 2022)

Insel states an alternative to this is a recovery model that is a radical alternative that focuses not only on the relief of symptoms, but also helping someone build a life through what he models as the three P's: people, place, and purpose. These mean finding people for support, having a place or sanctuary to heal, and discovering a purpose or mission. Each of these is essential for building a life after, for example, a psychotic episode, a severe depression, or a bout of anorexia nervosa.

Insel also states mental illnesses need to be addressed with the same rigor, standards, and reimbursement we use for any serious medical problem, however, we can't address this as another medical problem. He added, the solutions must include people, place, and purpose and the focus needs to be on fixing the social safety net so mental illness is no longer criminalized mental illness and people with serious mental illness don't die homeless and neglected. (Topol, 2022)

Insel concluded in a Business Trip interview focused on exploring the future of mental health and wellness that the three P's are not focused on in the current care system, and they are not paid for with insurance. He discussed adding a 4th "P": Payment, and states, "We have to figure out how to pay for this." (Kubin, 2023)

SAMHSA indicates that together components such as these, when person-centered and coordinated with other services, can address the goal of serving anyone, at any time, from anywhere across the country. SAMHSA notes to help achieve this goal, on July 16, 2022, the National Suicide Prevention Lifeline transitioned to the 988 Suicide and Crisis Lifeline and became effective as a result of enactment of The National Suicide Hotline Designation Act of 2020 which designated 9-8-8 as the universal telephone number for suicide prevention and mental health crisis (SAMHSA, Strategic Plan, 2023).

In its 2022 Annual Report, the Florida Suicide Prevention Coordinating Council reported the transition to 988 requires states to identify funding streams to build and sustain crisis response infrastructure and that the 1-800-273-8255 remains operational in addition to 988, calling either number will route an individual to an accredited Lifeline Member center. The Council also reported Florida has one of the most complicated networks of Lifeline centers with 13 local call centers comprising the Lifeline Network. A routing algorithm directs calls to a Lifeline center based on designated county coverage area in a tiered format. If one local Lifeline center is unable to answer, calls are re-routed to a second Lifeline center in the state that provides backup services. If neither in-state center can answer, the call is routed into a third tier of support, Lifeline's national-level backup network. (Florida Department of Children and Families, 2023)

211 Palm Beach and Treasure Coast is the regional responder for the 988 Lifeline for Palm Beach County. In 2023, 211 reported 17,311 calls seeking assistance for mental health or substance use disorders (including 721 suicide related calls) representing 32.95%% of all its calls. In 2022, 211 reported 20,534 calls seeking assistance for mental health or substance use disorders (including 801 suicide related calls) representing 27.01% of all its calls. (211 of Palm Beach and Treasure Coast, 2024)

In 2021, the Florida Department of Health in Palm Beach County (DOH-PBC) and the Health Care District of Palm Beach County (HCD) enlisted the Health Council of Southeast Florida (HCSEF) to facilitate a comprehensive Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). As part of this process, the Palm Beach County Community Health Advisory Council (Advisory Council), comprised of a diverse group of local public health system partners and stakeholders, was also engaged to inform and guide CHA and CHIP development (Florida Department of Health in Palm Beach County and the Health Care District of Palm Beach County, 2023).

From January 2022 through June 2022, the Advisory Council convened to: 1) discuss the gaps in services and challenges facing Palm Beach County residents, based on the quantitative and qualitative CHA findings, 2) share their perspectives and experiences as local public health system representatives, and 3) develop a plan to address those needs. The Palm Beach County CHIP aims to address public health priorities by identifying which community partners and stakeholders will work on each priority area and how their individual organizations will support improving progress towards activities and health improvement strategies in Palm Beach County. The 2022 – 2027 Palm Beach County CHIP strategic priority areas are as follows: Chronic Disease Prevention and Self-Management; Mental and Behavioral Health; and, Access and Linkages to Health and Human Services.

The CHIP reports in 2019, approximately 9.2% of adults in Palm Beach County reported having poor mental health on over 14 days of the past 30 days, and this proportion was higher among White (10.7%) and Black (9.6%) residents. Furthermore, the rate of age-adjusted suicide deaths in the county was 13.9 per 100,000 population. This rate was 2.6 times higher among White residents compared to their Black counterparts, and 2.2 times higher among non-Hispanic residents compared to their Hispanic counterparts.

The CHIP found poor mental health increases one's risk for engaging in substance misuse. Moreover, it found poor mental health and heavy substance use increases the risk of an individual engaging in abusive behaviors, but that the cycle does not end there. According to the CHIP, evidence shows that the mental anguish that domestic and intimate partner violence survivors experience causes some to cope through substance use. Widely, research has found that substance use plays a pivotal role in violent and abusive behaviors, and always worsens patterns of abuse. In Palm Beach County, the rate of domestic violence offenses was 296.5 per 100,000 population in 2020. Of growing concern, human trafficking, which intersects in many ways with domestic violence, poor mental health, and substance use, has also exponentially increased.

Thus, the Advisory Council selected Mental and Behavioral Health as a top priority due to the great impact on the overall wellbeing of an individual and their community. The following shows the goals, objectives, strategies, and activities that will provide direction for the community health improvement planning efforts in the community for this priority area. The Plan also includes best practices, evidence supported initiatives, and currently available community resources specific to this priority area.

Goal 1: Reduce the prevalence of mental and emotional disorders.

Strategy: Promote and offer resources to enhance education and awareness of mental and emotional disorders, such as MHFA training, support groups, and community newsletters.

Strategy: Promote behavioral health integration into primary care.

Goal 2: Reduce the burden of mental and emotional disorders.

Strategy: Develop and distribute resources for the medical community to encourage and enhance early diagnosis and linkages to care.

Goal 3: Reduce the prevalence of substance use disorders and drug overdoses.

Strategy: Promote resources for support system members, community members, and those engaging in substance use to enhance community conversations around behavioral health and link residents to needed resources.

Goal 4: Reduce the burden of substance use disorders and drug overdoses.

Strategy: Increase partnerships and training related to drug misuse across the community and healthcare system.

Goal 5: Reduce the prevalence of domestic violence and human trafficking throughout Palm Beach County.

Strategy: Increase partner participation on coalitions involved in addressing human trafficking in Palm Beach County.

The CHIP identifies the following Mental and Behavioral Health – Best Practices and Evidence-Supported Initiatives: Behavioral Health Primary Care Integration; Mental Health Benefits Legislation; Extracurricular Activities for Social Engagement; Mental Health First Aid; and, Trauma-Informed Health Care (Florida Department of Health in Palm Beach County and the Health Care District of Palm Beach County. 2023)

C: Building Youth Resilience: Palm Beach County's Youth-oriented Efforts

At the same time as multiple efforts were underway to address the substance use crisis that Palm Beach County faced there has been a recognition of a crisis in mental health for young people. The need to address education and early intervention is well documented in research on Adverse Childhood Experiences (ACEs) and more recently factoring in Adverse Community Environments.

Resiliency building experiences for individuals are essential to addressing mental health needs. Multiple community efforts are underway with partnerships including Palm Beach County Youth Services, Children's Services Council of Palm Beach County, Palm Beach County School District, United Way of Palm Beach County, BeWell PBC and several other community partners.

Birth to 22: United for Brighter Futures

Just as is the case in the adult space, collaboration of partners is key to addressing behavioral and substance use disorders for youth. After the tragic shooting of children by a person with a mental health disorder at Sandy Hook elementary, County, school district, judicial and Children's Services leaders saw the need to collaborate for an effective system of care for children. An infant, child, youth and young adult symposium was held and the eventual outcome was the creation of Birth to 22: United for Brighter Futures and the adoption of a youth Master Plan called "Strengthening the Steps to Success."

That Plan prioritized the creation of a trauma sensitive community. The Plan is currently being updated after a great deal of community input, most importantly from youth. Mental Health was identified as the most pressing need along with social determinants of health such as education and economic access.

Youth Services Department and Sanctuary Certification

The Board of County Commissioners established the Youth Services Department (YSD) in FY 2015. The residential treatment and family counseling division (RTFC) provided direct mental health services to children and families in schools, on an out-patient basis and in the High Ridge Family Center which is a residential facility for youth 11 to 16. In addition, YSD has an American Psychologist Association (APA) training program for psychologists.

Recognizing the long term effects of ACEs and trauma on young people and the need to address generational trauma, YSD sought to implement a model of trauma-informed care period.

The Palm Beach County Youth Services Department (YSD) was certified in September of 2022 in the Sanctuary Model of Trauma-Informed Care by the Andrus Sanctuary Institute. It is the fourth government agency in the nation, and first in the State of Florida to receive this certification.

The Sanctuary Model is a blueprint for clinical and organizational change. The trauma-informed model promotes an environment emphasizing the seven commitments of nonviolence, emotional intelligence, social learning, open communication, social responsibility, democracy, and growth and change. The certification symbolizes the YSD's commitment to providing a higher level of care, a trauma-sensitive environment for the clients and community served, and a better work environment for employees. The implementation of the model also increases measurable levels of hope, safety, trust, emotional intelligence, and problem-solving skills in both staff and clients.

YSD has also demonstrated a 30-year long commitment to providing mental health services to youth and families of Palm Beach County through the Residential Treatment and Family Counseling (RTFC) Division. YSD is able to offer free trauma informed outpatient therapy

services throughout the County at five different office locations for families with youth ages 0-22.

The Youth and Family Counseling program within YSD also has 7 therapists who are assigned to 14 different schools and provide on-site therapy services to the students at the schools. Additionally, the Education and Training Center location offers the evidence based treatment of Parent Child Interaction Therapy (PCIT) which has been very successful with behaviorally challenged youth between the ages of 2-7.

Additionally, comprehensive psychological assessments are provided at no cost to YSD clients and participants in a Community Based Agency funded by YSD. These psychological assessments can cost up to $3000 in the private sector. The assessments provide vital information regarding social, emotional and intellectual functioning to aid with school accommodations and treatment planning to help youth address academic and mental health concerns in order to reach their full potential.

For youth ages 11-16 years of age who need more than once per week outpatient therapy, but are not in need of psychiatric hospitalization or inpatient substance use treatment, YSD offers the Highridge Family Center program. Highridge Family Center is a Monday through Friday trauma informed residential program that focuses on helping youth who are struggling at home, school, and in their community (peers). Youth attend a Palm Beach County on-site school where their grades are transferred in when they arrive and transferred out to their school when they leave. Intensive group, individual and family therapies are provided throughout the 3-4 month stay. Youth go home each weekend so that they and their families can practice their newly learned coping and communication skills.

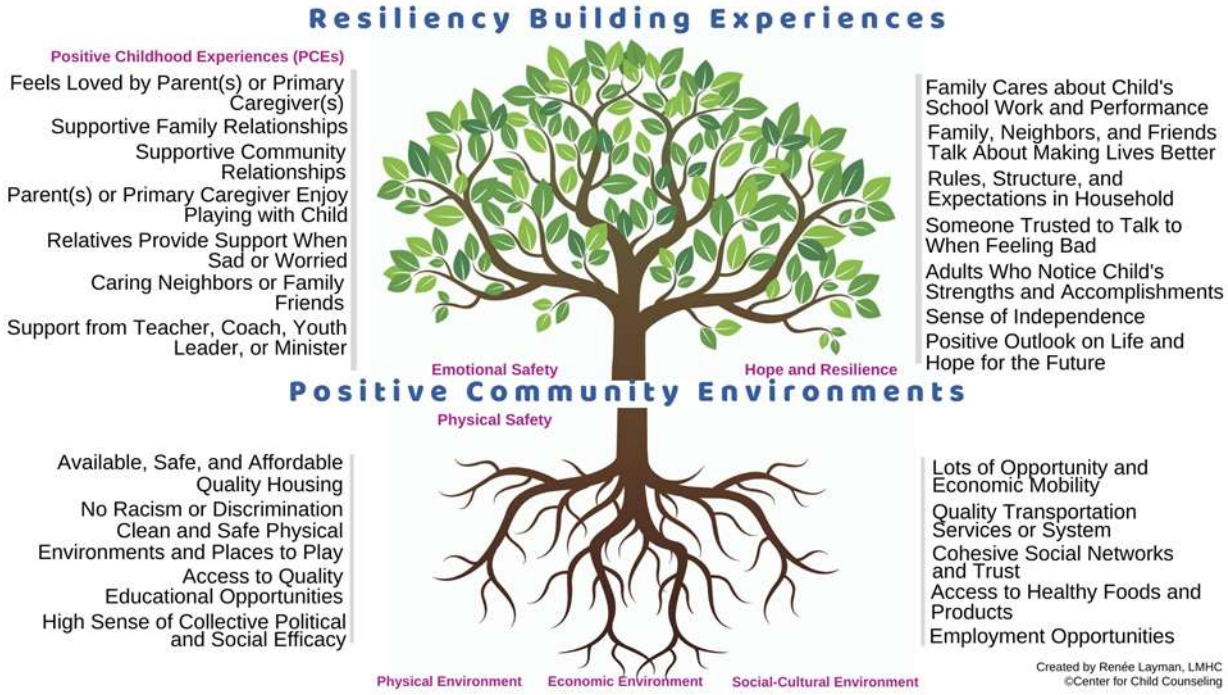
YSD also offers the Family Violence Intervention Program (FVIP) where first time offenders with a domestic violence charge are able to be diverted to appropriate treatment programs based on their needs. YSD programs are considered a diversion program and for those youth who successfully complete the program, their charges are dropped.

The YSD also works closely with Community Based Organizations to provide programming and services to children and families throughout Palm Beach County. This is part of a broader collective impact initiative known as Birth to 22: United for Brighter Futures which incorporates six action areas, including health and wellness, ensuring safety and justice, social emotional learning supports, and parenting and role models.

Community Based Agencies (CBAs) are organizations that receive funding from the Palm Beach County Board of County Commissioners through its Youth Services Department. Each organization that receives YSD funding supports programs that fill service gaps as indicated by the Birth to 22 Youth Master Plan (YMP) for Palm Beach County. In FY2024, YSD supported the following agencies which provide mental health services through funding from the BCC:

- Children's Case Management Organization, Inc. (dba Families First of Palm Beach County)

- Community Child Care Center of Delray Beach, Inc. (dba Achievement Centers for Children & Families)
- Center for Child Counseling, Inc.
- Compass, Inc.
- Pace Center for Girls, Inc.
- Children of Inmates, Inc.
- Boys and Girls Clubs of Palm Beach County, Inc.
- Milagro Foundation, Inc.



Children's Services Council

The Children's Services Council (CSC) is one of two backbone agencies of Birth to 22 along with the PBC YSD. CSC funds a continuum of services aimed at promoting social-emotional well-being and mental health for children and families, targeting the pre-natal early childhood years. This continuum encompasses universal prevention programs through targeted intervention services addressing trauma, toxic stress, and parent-child attachment concerns. The Council's commitment extends beyond simply funding the services to also include the continued development of workforce capacity and expertise of the providers delivering the services and ensuring fidelity to the various program models.

CSC's four goals are that all our children are:

- Born healthy
- Safe from abuse and neglect
- Ready for kindergarten
- Able to access quality afterschool and summer programming

The Council strategically focuses its investments in programs and services that support the physical, social-emotional and psychological development of children. It contracts with 43 agencies to provide direct services. Programs funded for the 2023-2024 fiscal year total $119,130,254 in the following categories:

Healthy Beginnings: Providing comprehensive integrated services to pregnant women, infants, young children and their families so more children are born healthy, grow up safe and are ready for school.

Quality Child Care: Providing increased access to quality early care and education so children are ready for school, and access to quality afterschool and summer programs so children are safe, reading on grade level and avoid summer learning loss.

BRIDGES: Connecting the child, family and neighborhood to the community at-large to ensure that children are healthy, safe, ready for school and on grade level at the end of third grade.

Initiatives: Giving children and families access to fundamental tools for success early in life so more children grow up healthy, safe and strong and our community thrives (Children's Services Council Palm Beach County, Types of Funding).

RALLY for Youth Mental Health

In response to the youth mental health crisis, BeWellPBC and partners developed the RALLY – Rapid Action Learning Leaders for Youth - a multi-channel, countywide approach to build and leverage capacity among a wide range of supports —youth peers, parents, schools, faith communities, neighborhood and grassroots initiatives, behavioral health agencies, etc.— in order to fill the gaps left wide open by a behavioral health profession shortage and disparities in access to care, and move beyond status quo methods and treatments to a vital conditions/equity approach for the complex challenges facing youth today.

With focus on youth ages 12-19 and their families, the RALLY became a data-driven, decision-making process to get people beyond talking about needs to taking action to solve problems through a collective and continuous effort to act, test, learn, and adapt. The original RALLY event on August 22, 2023, was an in-person gathering that hosted 96 Palm Beach County residents of all ages, community leaders, behavioral health professionals, funders, and system leaders to set priorities, identify existing supports and new concepts to tackle youth mental health, and move ideas to action with new relationships forming and capital dedicated to the cause. Post-RALLY, community and systems activated plans to deploy short-term and long-term solutions, and partners across the county worked together to bring solutions to fruition.

Behavioral Health Technician Allied Health (Medical Academy) Program

In March 2022, The State Board of Education approved the Behavioral Health Technician Program, a first-of-its-kind secondary curriculum created and designed by The School District of Palm Beach County and offered statewide, to prepare high school students for employment immediately after graduation and set them on a path to lifelong careers. Long-term, the program

aims to create a diverse and inclusive workforce pipeline and address the critical behavioral health professional shortage.

The Behavioral Health-Focused School Project Team that came together to develop the program was led by BeWellPBC and the School District of Palm Beach County's Choice and Career Options and Behavioral and Mental Health Departments, and included Palm Beach County Youth Services Department, CareerSource Palm Beach County, United Way of Palm Beach County and several other partners locally. Before creating the curriculum and with intent to utilize feedback from students and teachers, the project team conducted a two-year pilot from 2019-2021 comprised of 350 juniors and seniors and their teachers from five PBC high schools with high diversity and inclusion populations.

The state-approved course is designed for high school medical academies where juniors and seniors can choose to take the specialized curriculum once they have completed their general medical prerequisites. The course provides an integrated cross-trained foundation and practical experience in behavioral and social sciences and was designed to provide the learning and experience necessary to pass the Behavioral Health Technician Certification by the Florida Certification Board. Now, BeWellPBC and behavioral health providers are working alongside The School District to provide co-instruction in the classroom and internships in the field for high schoolers in the programs to gain firsthand experience.

Surgeon General: Protecting Youth Mental Health

United States Surgeon General Vivek H. Murthy declared in the U.S Surgeon General's Advisory, *Protecting Youth Mental Health*, (Advisory) that, "the challenges today's generation of young people face are unprecedented and uniquely hard to navigate. And the effect these challenges have had on their mental health is devastating." This was true before the COVID-19 pandemic he said, but, "(This) era's unfathomable number of deaths, pervasive sense of fear, economic instability, and forced physical distancing from loved ones, friends, and communities have exacerbated the unprecedented stresses young people already faced" (The U.S. Surgeon General, Advisory, 2021).

While appealing in the post COVID-19 period to the unprecedented opportunity as a country to rebuild in a way that refocuses and puts people first as well as strengthens connections to each other, Murthy states, "… this isn't an issue we can fix overnight or with a single prescription. Ensuring healthy children and families will take an all-of society effort, including policy, institutional, and individual changes in how we view and prioritize mental health." The Advisory offers recommendations for supporting the mental health of children, adolescents, and young adults but recognizes that applicability of these to individuals who have varying degrees of control over their circumstances. That is why, the Advisory emphasized, "systemic change is essential."

Mental health challenges can be difficult to define, diagnose, and address, partly because it isn't always clear when an issue is serious enough to warrant intervention. Mental health encompasses our emotional, psychological, and social wellbeing, and is an essential component of overall health according to the U.S Department of Health and Human Services. The 1999 Surgeon

General's Report on Mental Health also described it as the "springboard of thinking and communication skills, learning, emotional growth, resilience and self-esteem."

The Advisory describes youth mental health as being shaped by biological factors including genes and brain chemistry, and environmental factors, including life experiences. They can also be interrelated, making it difficult to isolate unique "causes" of mental health challenges. A longer, but not comprehensive, list of factors identified by the Surgeon General in shaping youth mental health include:

- **Society** - Social and economical inequalities, discrimination, racism, migration, media and technology, popular culture, government policies
- **Environment** - Neighborhood safety, access to green spaces, healthy food, housing, health care, pollution, natural disasters, climate change
- **Community** - Relationships with peers, teachers, and mentors; faith community; school climate, academic pressure, community support
- **Family** - Relationships with parents, caregivers, and siblings; family mental health; financial stability; domestic violence; trauma
- **Individual** - Age, genetics, race, ethnicity, gender, sexual orientation, disability, beliefs, knowledge, attitude and coping skills.

Environmental factors also include adverse childhood experiences (ACEs) such as abuse, neglect, exposure to community violence, and living in under-resourced or racially segregated neighborhoods. ACEs can undermine a child's sense of safety, stability, bonding, and wellbeing. Moreover, ACEs may lead to the development of toxic stress. Toxic stress can cause long lasting changes, including disrupting brain development and increasing the risk for mental health conditions and other health problems such as obesity, heart disease, and diabetes, both during and beyond childhood as well as for future generations.

The Advisory not only emphasizes, "systemic change is essential," but so is a whole-of-society effort to address longstanding challenges, strengthen the resilience of young people, support their families and communities, and mitigate the pandemic's mental health impacts. The action steps that are identified as musts to be taken by the Surgeon General are:

- Recognize that mental health is an essential part of overall health.
- Empower youth and their families to recognize, manage, and learn from difficult emotions.
- Ensure that every child has access to high-quality, affordable, and culturally competent mental health care.
- Support the mental health of children and youth in educational, community, and childcare settings.
- Address the economic and social barriers that contribute to poor mental health for young people, families, and caregivers.
- Increase timely data collection and research to identify and respond to youth mental health needs more rapidly.

The Advisory lays out a series of additional action steps to take but recognizes, youth mental health challenges cannot be addressed solely by the efforts of youth, their families, local communities, and private organizations. In addition, all levels of government have a role to play. Wherein through the implementation of the following recommendations would mark an enormous step forward in supporting youth and their families:

- Address the economic and social barriers that contribute to poor mental health for young people, families, and caregivers.
- Take action to ensure safe experiences online for children and young people.
- Ensure all children and youth have comprehensive and affordable coverage for mental health care.
- Support integration of screening and treatment into primary care.
- Provide resources and technical assistance to strengthen school-based mental health programs.
- Invest in prevention programs, such as evidence-based social and emotional learning.
- Expand the use of telehealth for mental health challenges.
- Expand and support the mental health workforce.
- Expand and strengthen suicide prevention and mental health crisis services.
- Improve coordination across all levels of government to address youth mental health needs.
- Support continued reduction in biases, discrimination, and stigma related to mental health.
- Support the mental health needs of youth involved in the juvenile justice system.
- Support the mental health needs of youth involved in the child welfare system (The U.S. Surgeon General, Advisory, 2021).

Youth Surveys

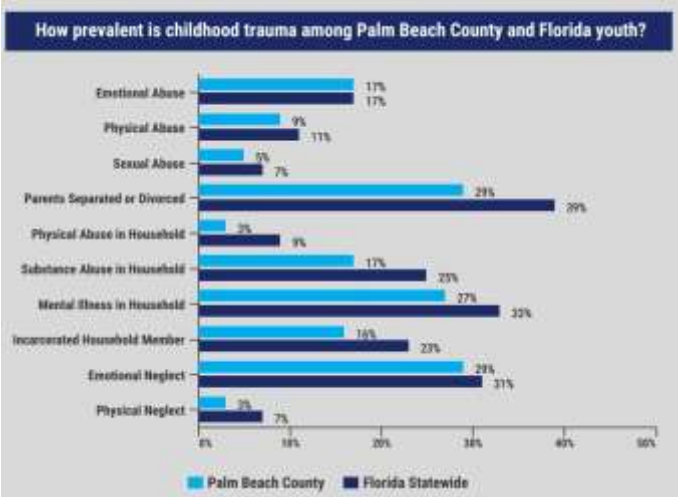
Florida Youth Surveys (FYS) are four statewide, school-based surveys conducted by the Florida Department of Children and Families in partnership with the Departments of Health, Education and Juvenile Justice. These surveys include the Youth Substance Abuse Survey (FYSAS), Youth Tobacco Survey (FYTS), High School Youth Risk Behavior Survey (HS-YRBS), and, Middle School Youth Risk Behavior Survey (MS-YRBS) (The Florida Department of Children and Families and the Executive Office of the Governor, 2022).

The FYSAS tracks indicators assessing risk and protective factors for substance abuse, in addition to substance abuse prevalence. The FYTS tracks indicators of tobacco use and exposure to secondhand smoke among Florida public middle and high school students and provides data for monitoring and evaluating tobacco use among youth. Both Surveys collect data at the state level each year, and it is collected at the county level every other year.

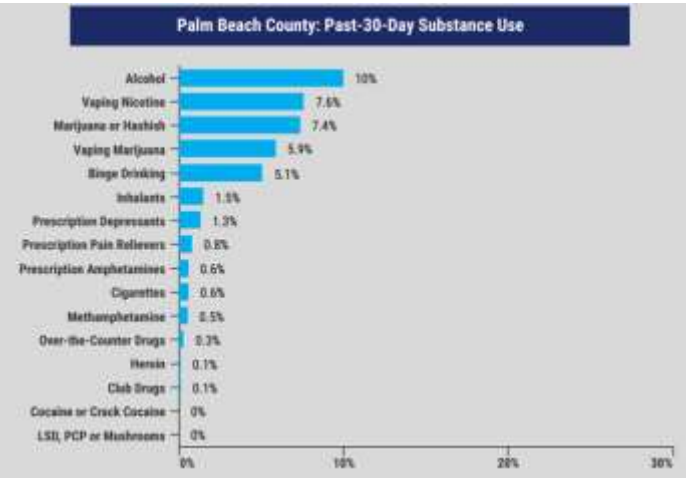
The YRBS surveys track indicators of behaviors that contribute to unintentional injuries and violence, sexual behaviors, substance use, tobacco use, physical activity, and dietary behaviors. Both surveys collect data at the state level in public and charter high schools during odd-numbered years.

The FYSAS is one of the first large-scale youth data collection efforts to include a comprehensive set of ACE questions. The high school version of the survey measures 10 areas of childhood trauma with known links to health and behavior. Exposure to four or more ACEs is considered a high level of trauma.

The 2022 FYSAS Palm Beach County report found 15.2% of Palm Beach County high school students have been exposed to at least four ACEs compared to 21.4% statewide. The 2022 FYTS Palm Beach County report found 9.4% of middle and high school students did something to purposely hurt themselves without wanting to die in the past year compared to 13.9% statewide.



The reports found Palm Beach County to be in the first quartile for these measures. This means that relative to other counties in Florida, the situation occurs more often in about three quarters of the counties. This may be attributable to the investment in youth mental health in Palm Beach County.



The final 2022 Palm Beach County FYSAS sample included 430 middle school students and 352 high school students, yielding a maximum margin of error of +/- 4.9 percentage points for the overall sample.

The graph shows past-30-day substance use prevalence rates for the combined sample of middle school and high school students.

Past-30-day prevalence (whether a student has used a substance on one or more occasions within the past month) is the standard indicator of current use (The Florida Department of Children and Families and the Executive Office of the Governor, 2022).

On November 8, 2023 Palm Beach County voters approved County Ballot Question #2 which gave the Palm Beach County School Board continued authority to levy 1.00 mills of ad valorem millage for a variety of operational needs including mental health services. The referendum was originally introduced after the Marjory Stoneman Douglas Public Safety Act was passed in 2018.

Passage allows for funds for a mental health professional in every school such as school counselors, social workers, and psychologists. The 2024 School Board budget appropriates $87 million for this purpose (Raub, 2022).

Southeast Florida Behavioral Health Network appropriated $1,959,975 in Palm Beach County Primary Prevention Youth Funding for state fiscal year 2022-23. Funds were contracted with Drug Abuse Treatment Association (DATA) and Hanley Foundation.

DATA runs multiple behavioral health programs and services for youth and families that focus on reducing risk factors generally associated with the progression of substance use and mental health problems. Project SUCCESS is located in more than 21 middle schools and high schools in Palm Beach County and along the Treasure Coast. Services include a universal prevention education series, individual and group counseling, parenting programs, and referral services.

As part of the Marjory Stoneman Douglas High School Public Safety Act passed in 2018, DATA's School Based Behavioral Health Program places behavioral health therapists in 15 Palm Beach County schools on a daily basis. Its intervention services are provided to youth at more than 18 local high schools and middle schools. Services include the identification of youth at risk through individual assessment; individual psychosocial assessment; short-term individual, family and group counseling; and referral to appropriate services for youth who need more intensive care. (Drug Abuse Treatment Association, School Based Programs).

Hanley Foundation provides twelve distinct prevention programs across the age continuum, with particular focus on Palm Beach County middle and high-school students. With this age group, programming is designed to extend the age of first use by utilizing the teenage need for self-discovery and validation — educating teens about the actual effects of drugs and alcohol and correcting misconceptions. In addition to Palm Beach County, the Foundation delivers programming across 3 of Florida's 67 counties impacting the lives of some 75,000 students, parents, and caregivers in 2022 (Hanley Foundation, Prevention).

D: Network of Recovery Community Centers and Organizations Expanded

In May 2023, the BCC approved a contract in the amount of 1.25 million dollars with the Palm Beach County Behavioral Health Coalition which operates as the fiscal agent for the county-wide Recovery Community Organization (RCO), the Recovery Community Hub of Palm Beach County, to expand the County's network of recovery community centers (RCC) and allied local RCOs. The Recovery Community Hub of Palm Beach County (Hub), Delray Beach opened in May 2021 and the Hub of Lake Worth Beach hosted a ribbon cutting ceremony and began services in September 2023.

The planned expansion includes establishing Hubs in Riviera Beach and Belle Glade with locally run RCO's and centers expected to be fully operational in fall 2024. Additionally, the expansion plans include the establishment of the aforementioned countywide RCO which facilitates the local RCO development process, provide ongoing technical and administrative assistance to the network, and conduct public awareness, training and education activities. To date, the

countywide RCO is fully operational, sites have been leased with renovation and local RCO development activities are underway.



The network of RCOs and RCCs is a critical underpinning to achieving the BCC's goal of establishing a readily accessible, integrated and coordinated person-centered, recovery-oriented system of care. They are also consistent with the 2022 Plan's recommendation to implement recovery supports to ease transitions and continuity of care, remove barriers and improve long-term recovery outcomes.

In calendar year 2023, the Hubs in Delray Beach and Lake Worth Beach engaged a total of 3,016 individuals in their services. Nine hundred sixty five (965) individuals received peer support services; 1,200 individuals participated in education and training events; and, 291 in social events.

RCCs are intended to be recovery hubs facilitating "one-stop shopping" in the accrual of recovery capital and provide strong, recovery-specific, social support. They may include, but not be limited to: housing, transportation, education and vocational services, mental health/substance use disorder services, medical care linkages (including HIV services) financial and budget counseling, legal and advocacy services, prevention for children and adolescents, and parenting and family services.



RCCs have been found to be of particular help to those more vulnerable individuals beginning recovery from substance use disorder who have few resources and low recovery capital. That said, they offer value to many others in the early years of recovery stabilization and beyond. They have also been found to provide a unique function in helping participants build recovery capital and thereby increase their quality of life, self-esteem, and decrease their psychological distress. (Kelly, 2020)

The BCC approved a contract in May 2023 enabling the CSD to partner with Florida Atlantic University School of Social Work and Criminal Justice (FAU) to perform a program research evaluation of the County's existing RCOs and RCCs and organizational development processes for the new locations. The research evaluation is examining the long-term recovery outcomes of the participants who interface with the RCO/RCC by evaluating levels of engagement and recovery outcomes with a report expected to be completed in December 2024.

The School's research team is led by Dr. Heather Howard whose research focuses on community engagement as the basis for the data collection and analysis methods she utilizes. Her primary area of research is centered on trauma-informed care for women, particularly in substance use and health care from an empowerment lens. Howard also has over 25 years of clinical experience in social work in healthcare with clinical expertise in the treatment of grief and loss, trauma, and substance use disorders.

E: Comprehensive Opioid, Stimulant, and Substance Use Program Demonstrated Effective

FAU is also a research partner in Palm Beach County's Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) charged with its evaluation. COSSUP was the recipient of a 2023 National Association of Counties Achievement Award in the Criminal Justice and Public Safety Category. COSSUP is funded by a federal Department of Justice $1.2 million grant which as of October 1, 2023 entered into its fifth and final year. COSSUP was operationalized in October 2020 by contract with the Southeast Florida Behavioral Health Network (SEFBHN) and Rebel Recovery as the service provider which outreaches to reentry services, the courts, providers and the community as a means to engage program participants.

COSSUP's aim is to reduce overdose deaths, promote public safety, and support access to treatment and recovery services in the criminal justice system. COSSUP's primary focus is on achieving housing stability for criminal justice involvement individuals at high risk of overdose, given its key predictive value in achieving long-term recovery outcomes. It expedites recovery support services and provides housing vouchers, care coordination and flex fund support.

> COSSAP has helped me enormously. Taken a huge weight off my shoulders and help me be able to figure things out and not be rushed into an environment where every dollar that I earn has to be paid towards rent. Helped me to save money and be able to figure out the next step in my life faster and better. Helped me be able to stay level headed.
>
> Bob, COSSUP participant, 2021

The aim of the evaluation is, through a recovery capital framework, to determine the impact of social capital, housing stability and a recovery-oriented system of care on individuals' outcomes of personal capital, rearrests and housing stability at 90 days for persons with justice involvement and substance use histories. To date, the research team produced two reports: COSSUP Reports, 2021-22 and 2022-23. Two peer-reviewed articles were also published wherein CSD Office of Behavioral Health and Substance Use Disorder staff were co-authors. (See *"Now I Have My Own Key": The Impact of Housing Stability on Recovery and Recidivism Reduction Using a Recovery Capital Framework (*Howard, 2023).

The research team found the COSSUP model was an effective strategy on building personal capital, housing stability, and recidivism reduction for justice-involved persons. In fact, of the 97 program participants only 14 experienced a rearrest (14 %). Of the 14 % (n = 14) that had a rearrest, 12 participants had a new charge whereas the others were based on technicalities (Howard, 2023).

The research team found recruiting recovery residences to participate in the Recovery Housing Provider Network proved difficult. This was true despite a 26 week resident housing voucher which met market rate and participant requirements that did not exceed Florida Association of Recovery Residences (FARR) certification standards or applicable federal law. FAU researchers indicated these realities and the project's findings bolstered the need to develop transitional housing capacity incorporating the project's programmatic interventions and affordable housing capacity given housing stability's predictive value in building recovery capital and improving long-term recovery outcomes.

In its storied history, the field of substance use disorder treatment has been unable to isolate certain interventions in an individual's care that would, with confidence, build recovery capital and create meaningful opportunities to achieve long-term recovery. The research team concluded the strong predictive relationships between identified recovery capital indicators and outcomes, including the reduction in criminal justice recidivism, have far reaching implications on how substance use disorder will be addressed in the future. Specifically, through operationalizing recovery capital and studying its relationships to outcomes, true person-centered, recovery-oriented care will not just be a theory, but can be provided through individualized recovery planning.

These findings are mirrored in research conducted by the University of Iowa, Carver College of Medicine. Its research team investigated whether participation in an addiction medicine clinic with active case management led to improvements in patients' recovery capital and whether there were associated changes in criminal activity and co-occurring methamphetamine or alcohol use. (Bormann, 2023).

The Recovery Research Institute at Harvard Medical School Teaching Hospital noted in its review of the study, *Recovery Capital Correlates With Less Methamphetamine Use and Crime in the Community,* that individuals with greater recovery capital – the acquisition and/or use of available resources that can be accessed to support the initiation and maintenance of recovery from substance use disorder – report improved recovery outcomes over time.

The Institute noted the period following reentry post-incarceration is a vulnerable time for individuals with opioid and methamphetamine use disorder and is associated with higher likelihood of return to use and recidivism. The Institute also noted incarceration often systematically removes access to recovery capital, bolstering the importance of building recovery capital upon community reentry among formerly incarcerated people (Recovery Research Institute, 2023).

In the study, researchers found that recovery capital increased on average among formerly incarcerated people engaged in an addiction medicine clinic, and that increased recovery capital was associated with 60-75% reduced likelihood of alcohol and methamphetamine use and criminal. Reductions in methamphetamine use was particularly significant considering that there

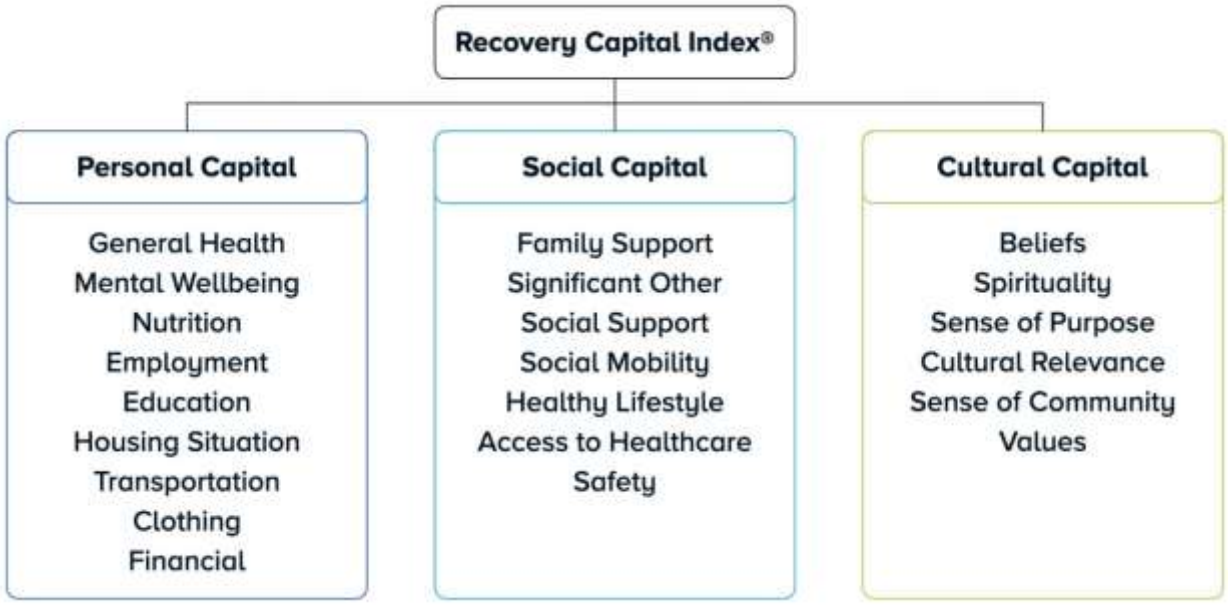
are currently no FDA approved medications for methamphetamine use disorder. (Bormann, 2023).

F: Recovery Capital: Integrating and Measuring Resilience and Risk

The measurement for assessing and enhancing recovery capital utilized by the FAU research team was the Recovery Capital Index (RCI) to support long-term recovery for justice-involved persons. The CSD deployed RCI in 2019 through its provider network which is key to measuring the system of care's success.

RCI is a peer-reviewed, validated assessment tool that accurately described the individual's current state of recovery. (Whitesock, 2018) Nationally, CSD has been at the forefront of deploying RCI and analyzing the data to inform its decision-making processes which has been memorialized in a Partner Story published in collaboration with Commonly Well, RCI's architect (Commonly Well, 2024)

The RCI provides a comprehensive picture of a person's whole well-being using an automated self-survey that allows for a personalized approach to care. RCI is person-centered and scientifically validated to reliably measure overall wellness regardless of treatment modality, recovery pathway, or substance of choice. It measures health and wellness using three domains (social, personal and cultural) and twenty-two components. The components provide a comprehensive baseline and, over time, allows for tracking of individual progress and tailored support as well as intervention effectiveness.



RCI was originally developed under the early associations of recovery capital and substance use disorder. Unlike other recovery capital assessments, the RCI is not substance focused. It does not include questions

asking about a person's use or non-use of substances, nor does it take into direct account of a person's use or non-use of specific recovery support services.

Instead, the RCI is based upon the broader notion of recovery as defined by SAMSHA. Eleven of the 68 items are sourced from the World Health Organizations Quality of Life questionnaire. Further, throughout its development, the RCI was applied and widely used in a peer coaching program for family members and loved ones of people struggling with SUD. For that reason, an alternative version named the Resilience Capital Index was developed. In the resilience version, any reference to "recovery" is removed and replaced with notions of life improvement, wellness, and well-being.

Commonly Well is currently piloting the use of the RCI and assessing its validity with adolescents and families in an extended out-patient treatment program in New Mexico.

More than 4,600 RCI surveys have been completed by individuals served by CSD funded programs as of February 2024. There is a 95.3% survey completion rate (Commonly Well, 2024).

5 Indicators of Resilience	Avg.
Sense of Purpose	79.0
Beliefs	74.36
Safety	70.27
Healthy Lifestyle	70.06
Values	69.64

5 Indicators of Risk	Avg.
Financial Wellbeing	39.87
Employment	48.46
Housing/Living Situation	50.42
Transportation	53.75
Access to Healthcare	54.98

Domains	Avg.
Cultural Capital	71.73
Social Capital	62.96
Personal Capital	55.26
Total RCI	63.32

Overall, respondents are reporting low support in the workplace; insufficient housing and transportation; as well as low access to and high cost of health care. Commonly Well, through conducting a regression analysis, found Health and Wellness had the highest correlation to and impact on the overall RCI score followed by: Knowledge and Skills; Social Network; Healthy Activities and Environment; and, Basic Needs.

CSD's Financially Assisted Agencies (FAA) contracts with behavioral health providers that went into effect October 1, 2021 reflected the BCC's aim to establish of a person-centered, recovery-oriented system of care. Providers were required to follow specified guiding principles for such care and administer the RCI to clients with substance use and/or co-occurring disorders.

The RCI is required to inform the development a recovery plan for individuals with a substance use disorder or an individual with a mental disorder with a co-occurring substance use disorder prior to discharge. The recovery plan is to be person-centered, recovery-oriented; reflect the client's strengths, needs, and preferences. It is also to include a "warm-transfer" referral to a RCC and linkages to housing, employment, and/or recovery support services with client consent.

These newly initiated contracts pivoted away from successful discharge as an outcome measure and instead oriented measuring programmatic success toward clients being successfully transitioned to recovery support services. Specifically, whether clients are successfully transitioned to a RCC prior to discharge.

Clients are also expected to be linked successfully to housing, employment, and/or recovery support services. Further, there is an expectation that the clients' overall well-being will improve as indicated by whether their RCI score improved at least one point in the 3 domains from the baseline score at admission compared to the score at discharge.

Overall, Palm Beach County's initiatives are building recovery capital year over year. The highest year-over-year changes in the average scores for total RCI being recorded in 2022 with an increased score of 5.83 over the prior year.

Additionally, in March 2022, CSD contracted with FARR in the amount of 60 thousand dollars to launch a Recovery Capital Initiative which educates, trains and engages FARR certified recovery residences regarding the RCI. The Initiative also provides: education and training on Medication Assisted Treatment (MAT) and Medication Assisted Recovery (MAR) to these residences, owners and staff to broaden acceptance of MAT/MAR; and, helps develop best practices and compliance in following prescriptions for individuals utilizing MAT/MAR.

Palm Beach County has an interest in appropriately measuring long-term recovery outcomes in the recovery residence environment through the use of RCI. A major aim of the Initiative is to build recovery capital capacity within the County's FARR certified recovery residences. The intent is to foster an environment that maximizes a resident's opportunity to achieve long-term recovery through education, monitoring and measuring outcomes.

FARR currently has 103 housing providers certified statewide, representing 1,492 locations and 6,384 beds. Palm Beach County accounts for 51 of the statewide recovery residence programs (49.5 %), representing 635 locations (42.5 %) and 2,712 beds (42.5%). Housing stability is a key predictor of achieving long-term recovery outcomes. As such, Palm Beach County has a keen interest in ensuring that the County's certified recovery residences are rigorously screened and monitored to provide safe and stable housing environments. Thus, another aim of this initiative is to ensure FARR has sufficient capacity to also achieve housing stability for recovery residence residents utilizing the RCI.

Since October 1, 2023, FARR has conducted 24 onsite recovery residence assessments including education related to overdose prevention. MAT/MAR protocols have been conducted with administrators and staff to increase MAT bed capacity. FARR has also conducted seven trainings involving 16 recovery residences to review ROSC principles and implementing RCI.

G: Shaping a Healthier Palm Beach County: Assessing Community Wellness



Scan or text PBC
to 844.926.6691

The CSD partnered with BeWell PBC and the Recovery Community Hub of Palm Beach County in September 2023 to launch the Help Shape a Healthier Palm Beach County campaign to coincide with National Recovery Month. The campaign aims to have county residents complete an anonymous wellness survey wellness survey in order to identify the strengths and needs of communities county-wide and is expected to conclude by September 2024, National Recovery Month.

The survey measures an individual's resilience capital which represents the internal and external resources someone can use to maintain a healthy lifestyle and overall well-being. The campaign's aim is to evaluate the community's strengths and needs in order to inform actions taken to improve the health and well-being of residents and communities.



H: Beyond Co-Occurring: The Intersectionality of Behavioral Health, Substance Use Disorders, HIV and Homelessness

Research consistently demonstrates that people with mental illness are more likely to experience a substance use disorder (SUD), and that people with SUDs are at particular risk for developing one or more primary or chronic behavioral health (BH) conditions. The co-existence of both a BH and SUD is referred to as co-occurring disorders. SAMHSA's 2022 National Survey on Drug Use and Health reported that 21.5 million persons aged 18 or older in the United States have a co-occurring disorder (Substance Abuse and Mental Health Services Administration, Key substance use and mental health indicators in the United States, 2023).

An effective person-centered system of care must extend beyond co-occurring BH and SUDS to also address intersectional biological and social conditions. In Palm Beach County, both HIV and homelessness are prevalent intersectional conditions. The phrase "comorbidity" is frequently used to describe concurrent diseases. When socioeconomic factors influence the vulnerability and exacerbate these disease states, a synergistic epidemic, or syndemic, exists.

The US Department of Health and Human Services formed a Syndemic Steering Committee in 2022 and have developed a common syndemic definition:

"Syndemics occur when two or more diseases or health conditions cluster and interact within a population because of social and structural factors and inequities, leading to an excess burden of disease and continuing health disparities. Syndemics arise when:

1. Two (or more) diseases or health conditions cluster and interact within a population;
2. Social and structural factors and inequities allow for diseases or health conditions to cluster; and
3. The clustering of disease or health conditions results in disease interaction, either biologic or social or behavioral, leading to an excess burden of disease and continuing health disparities, (Sullivan, 2015)."

In 2023, a review of electronic health records (EHRs) of people with HIV (PWH) in PBC revealed that 20% screened positive for mental health issues and nearly 8% for active SUDs. These rates are double that of the general population, as reported in the PBC Community Health Improvement Plan (CHIP).

A data match between the PBC homelessness and HIV data management systems returned more than 300+ unsheltered PWH. Of the total number of duplicated enrollments of persons enrolled in Palm Beach County shelters since January 2022, 3,062 individuals self-reported alcohol and/or drug use only and 1,846 individuals reported mental health only as barriers. In the 2024 unsheltered Point in Time (PIT) count, 43% disclosed a SUD, and 32% a psychiatric condition. Through data analysis, it is concluded that a statistically significant higher proportion of PWH in care with a negative screening for mental health or substance use have a stable/permanent housing status. This data supports the existence of an active BH/SUD/HIV/Homelessness syndemic in Palm Beach County.

In addition to contributing to the unsheltered population, this syndemic also has a measurable impact on the health care system. A 2024 study of 42,271 PWH in Florida found that PWH with SUDs experienced a higher burden of chronic comorbidities, a faster accumulation of comorbid conditions, and more frequent inpatient and ED visits. People with any stimulant or opioid use disorder had the highest healthcare utilization, but also the fastest comorbidity accumulation. (Liu, 2024)

Interventions that address two or more components of this syndemic have proven to be the most successful. The best example of this can be found in the PBC Syringe Service Program. In July 2019, the BCC was the first in Florida to enact an ordinance establishing a needle exchange program only a few days after Gov. Ron DeSantis signed the Infectious Disease Elimination Act authorizing Florida counties to approve such a program. Palm Beach County contracted with Rebel Recovery FL, Inc. as the first and only community-based operator of a syringe services program (SSP) in Florida. This Florida Access to Syringe and Health Services (FLASH) program has been operating since April 2021 through a mobile health unit, allowing for services to be providing throughout the County.

In addition to sterile needle and syringe exchange, FLASH distributes naloxone (Narcan), provides counseling and testing for HIV and Hepatitis C, acute wound care, referrals for substance use disorder treatment and other health care services, and peer recovery support. Since beginning operations, FLASH has served 709 unduplicated clients, collected 183,150 used syringes and distributed 167,670 clean/unused syringes, resulting in a net decrease of 15,480 syringes in the community. (Palm Beach County Syringe Services Report, 2022).



In addition, 1,368 kits of naloxone (Narcan) were distributed resulting in 935 reported overdose reversals, 269 participants were linked to substance use disorder counseling or treatment, and 153 referred to shelter. In 2023, FLASH also expanded to new locations in Riviera Beach and South Bay; areas of the County with high incidences of HIV and substance use. FLASH's Wound Care Clinic served 40 unduplicated clients for services ranging from general health screenings to acute wound care as well as referrals to primary and specialty care when needed.

Moving beyond co-occurring disorders by approaching a person-centered, recovery oriented system of care with intersectional interventions will challenge the biopsychosocial siloes that have permitted the burden of each individual condition to persist for decades. This approach will also allow for the interconnected nature of the syndemic to be the key to its resolution.

I: Managing Entity: Looking Up to Patients as the Guiding Star to Client-centric Care

SEFBHN is a critical partner in the County's efforts to address behavioral health and substance use disorders. SEFBHN is the managing entity for Palm Beach County contracted by the Florida Department of Children and Families (DCF) to administer and provide oversight of behavioral health services. Its aims align with those of the BCC with respect to orienting toward person-centered and recovery-oriented care. According to Ann Berner, SEFBHN CEO and President, SEFBHN has made it its mission to shift from a top-down view of the behavioral health system to a client-centric view that looks up to patients as the guiding star (Otero, M., 2023).

SEFBHN appropriates more than $70.3 million annually for community-based and residential treatment; acute care and community-based non-treatment services. Providers are required to employ principles of recovery including: choice, hope, trust, personal satisfaction, life-sustaining roles, interdependence, and community involvement.

Palm Beach County had four Baker Act receiving facilities as of 2022 of which only one accepted youth under 18-years-old. SEFBHN added a fifth when it contracted with NeuroBehavioral Hospitals of the Palm Beaches (NBH) for inpatient services in West Palm Beach and Boynton Beach. The Boynton location includes voluntary admissions for people needing acute care (Otero, M., 2023).

The BCC approved a contract with SEFBHN effective October 1, 2020 wherein the managing entity partnered with the County to conduct a neutral care coordination pilot project to provide assessment, referral and care coordination services oriented toward individualized service plans unique to the individuals' needs and consideration of their choices with a care provider network comprised of treatment, social and recovery services as well as with the underpinnings of peer supports. In implementing neutral care coordination, the contract achieved an overarching high priority of the 2022 Plan Update 2022 and its aims to achieve cost-savings which will be reinvested in needed social, recovery support and prevention services.

In the second year of the contract, SEFBHN established the Expanding and Maximizing Better Access to Recovery and Resiliency through Care Coordination (EMBARCC) program. EMBARCC expanded the comprehensive neutral care coordination program to act as an initial and central point of contact for individuals seeking substance use disorder and mental health treatment services.

SEFBHN continued the project at the expiration of the County contract in September 2022. EMBARCC is described as playing a pivotal role in an overall transformation towards a recovery-oriented system of care by improving identification of behavioral health needs, maximizing coordination and linkage with needed services across health domains, and optimizing utilization of levels of care. This has been demonstrated to be cost-effective and maximizes the benefit to the individuals receiving services which is outlined in more detail on page 25 of this 2024 Plan.

J: Health Care District: Implementation of the Crisis Now Model

In January 2019, the BCC approved an inter-local agreement with the Health Care District of Palm Beach County (HCD) to provide a revenue guarantee that would support the establishment of an addiction stabilization unit (ASU) on the campus of JFK North Hospital. An agreement between the BCC and JFK to provide financial assistance in the amount of $500,000 per year was later executed for this purpose.

The ASC is a unique public-private partnership designed to address the immediate and critical care of individuals experiencing medical emergencies due to opioid or other substance use disorders. The model, as originally designed, provided a central location with an emergency room component that allowed for lifesaving overdose intervention delivered within the ASU and a "warm hand off" to an adjacent outpatient clinic operated by the HCD where MAT and behavioral health services could be initiated or continued by a specialized, addiction-trained medical team.

Recognizing the success of the ASU in Palm Beach County, Governor Ron DeSantis in 2022 launched the Coordinated Opioid Recovery Network (CORE), modeled after the Palm Beach County program. The Governor's office described the program as the "first comprehensive solution to addiction recovery in the nation." In its inaugural year, CORE was rolled out in 12 Florida counties. Additional counties are now in various stages of implementing the statewide model (DeSantis, 2023).

The Florida Blue Foundation also highlighted this partnership with its 2023 Sapphire Award naming it the first-place program in recognition of the public health system's innovative outpatient addiction treatment model, which is now being replicated by the state in counties across Florida. (Health Care District, 2023)



The HCD has invested heavily in facilities and services in response to the opioid epidemic and the increasing need for substance use and co-occurring disorder services. The annual operational costs exceeded $3 million for the last fiscal year.

The Mangonia Park Clinic was opened which is specifically designed to provide substance use services and support to the ASC. For the period October 1, 2021 to February 18, 2024 the HCD reports serving 2,296 unique patients at the ASU and a total of 3,543 patient visits. Sixty eight percent (2,373) of which were walk-ins with the remainder largely being transported by local or county fire rescue departments. (Health Care District, ASU Data Report, February 18, 2024)

Fifteen percent of patients report coming to Florida for treatment. Of patients reporting having overdosed, 508 patients (60%) report having done so five or more times; 20% of which (256) report having overdosed ten or more times. Two hundred forty-two (242) patients reported carrying nasal Narcan spray and 73 patients report participating in a clean needle exchange. Seven percent of patients (251) reported a Baker Act history (Health Care District, 2024).

For the period October 1, 2021 to February 18, 2024, the HCD served 1,930 unique patients at its Lewis and Mangonia substance use disorder clinics. More than 1,500 patients were received Suboxone treatment in the District's MAT program. For these patients and others, 24,437 MAT prescriptions were written of which 63% were filled at District pharmacies at no cost to the patient. The balance of the prescriptions were filled in local pharmacies for patients with insurance.

Sixty five percent (65%) are reported to be homeless with 463 patients reporting they were street homeless. Additionally, more than two-thirds of the patients are reported to be in need of care coordination for food (1,294), housing (1,258), and transportation (1,296). The HCD's housing and transportation care coordination needs are also identified in the Recovery Capital Index's highest risk factors. Housing ranked as the third highest risk factor and transportation was ranked fourth. (Health Care District Clinic Data Report, February 18, 2024).

Responding to community concerns regarding perceived deviations from the initial model that were primarily articulated in late 2023 and early 2024 at the BHSUCOD's ASU subcommittee and a recommendation by it to conduct an after action review, FAU clinical research team has been engaged as part of its existing contract with the County to produce a report that describes and documents the creation and the history of the ASC, the components of the applied health care model, and the implementation by the participating partners. It is anticipated the report will inform future decisions related to County funding for ASU operations and updates to the County's Behavioral Health Substance Use and Co-occurring Disorders Master plan.

In December 2023, the Health Care District unveiled the preliminary results of a feasibility study approved by its Board in June 2023. HCD recognized that crisis care is an integral part of the behavioral health infrastructure, the District contracted with Initium Health of Denver, Colorado to conduct the study to present recommendations on the crisis care approach best suited for Palm Beach County to address emergency mental health needs through a medical lens as well as addressing social determinants of health. Initium recommended implementation of a Crisis Now Model (Initium, 2023).

Spearheaded by the National Association of State Mental Health Program Directors (NASMHPD), the model serves as a framework for communities to implement the National Guidelines. Initium stated there are a variety of ways to implement and operationalize the model's key programmatic components; someone to call; someone to respond; and, somewhere to go.

Initium utilized the NASMHPD Crisis Resource Need Calculator (Calculator) to provide an overview of the estimated cost reduction associated with transforming the existing crisis care system in Palm Beach County focused solely on emergency department and inpatient psychiatric services. Said services were estimated to cost $281 million while adoption of the Crisis Care model is estimated to cost $138 million.

Initium states the emergency department and inpatient psychiatric services scenario is a starting point for communities to estimate their cost reduction potential. It indicates by implementing the full continuum of Crisis Now services, Palm Beach County can build on its existing crisis services and realize significant savings (Initium, 2023). Initium, however, did not specify which entity (ies) (i.e. government, payors, private hospitals, etc.) would stand to realize these savings.

The Calculator enables consideration of the potential healthcare costs of scenarios such as adopting the Crisis Now model; using and expanding existing emergency departments and inpatients sites; and, adopting a modified behavioral health crisis care model. It is not designed for or intended to be used estimating a state or county's current total cost of behavioral health crisis care. Nor is it intended to specify cost savings and returns on investment for states or counties (National Association of State Mental Health Program Directors, Crisis).

A final report entitled, *"Implementation of the Crisis Now Model in Palm Beach County"* was publicly released by the HCD in April 2024. The report identifies, of the estimated $138 million in costs, services will include 20 mobile crisis teams, 82 crisis receiving chairs, 69 short-term crisis beds and 186 acute in-patient beds. The report also identifies more than 20 key performance indicators including, but not limited to: the number of individuals served per 8 hour shift, total cost of care for crisis episode, percent of mobile responses resolved in the community and call volume (Health Care District of Palm Beach County, Implementation of the Crisis Now Model in Palm Beach County).

Additionally, the District is in a planning phase for an expansion of hours at the Mangonia Park Clinic in hopes of achieving a 24/7 access point for substance use and mental health related services. Specialized addiction services are also being provided at the District's Delray Beach Health Center location and expanded hours are also being considered at this location. The HCD costs will increase significantly as hours are expanded.

K: Data to Action, Social Determinants of Health

To provide context to the number of individuals served by the HCD and SEFBHN funded providers noting the number of calls placed to 211 of Palm Beach and Treasure Coast (211) for mental health and addiction assistance is helpful. During the same HCD reporting period, October 1, 2021 to February 18, 2024, 211 reported 43,971 mental health and addiction calls.

The calls were 211's second most requested category for the period which represents 24.1% of the total 182,807 calls received. (211 of Palm Beach and Treasure Coast, 2024)

In this context, the Florida Department of Health, Palm Beach County's (DOH) Overdose Data to Action (OD2A) grant from the Centers for Disease Control and Prevention (CDC) can be viewed. OD2A was renewed in 2023 and is a multi-year cooperative agreement to fund overdose surveillance and prevention programs. Overdose surveillance is conducted by DOH, while overdose prevention is mostly carried out through community partnerships. The goal of surveillance is to increase the foundational knowledge of the overdose and substance use epidemic in the County and to utilize local data to guide decision-making by putting overdose data to action to drive real, sustainable change.

Although more work remains to address historic concerns related to shared data, measurement, and outcomes, DOH's contributions have significantly aided in closing these identified data deficits. DOH's work provides important data to the County's decision-making processes which aids in achieving OD2A's aim of utilizing the data to drive real, sustainable change.

DOH releases monthly Syndromic Surveillance Reports and bi-annual and annual reports. The most recent annual report, *Overdose Data to Action (OD2A) Overdose Surveillance Annual Report Palm Beach County, FL, 2022*, was released in August 2023. These provide important detailed data analysis related to overdosed individuals' demographics, suspected drugs involved with and location of event, number of emergency room visits and discharge disposition (VanArsdale, W., 2023).

Critical to the BCC's goal of establishing a person-centered, recovery oriented ecosystem is the social determinants of health (SDOH) data DOH has contributed to the County's efforts of achieving this aim and its resilience and recovery orientation.



The CDC, Office of Disease Prevention and Health Promotion defines social determinants of health (SDOH) as the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. SDOH is grouped into five domains: economic stability, education access and quality, health care access and quality, neighborhood and built environment, and social and community context (Office of Disease Prevention and Health Promotion, Healthy People).

In this regard, DOH's 2022 Annual Report provides SDOH related to social and community context (i.e. marital status, emergency contact) as well as employment, health insurance and housing. People from all walks of life may be affected by substance use disorder but protective factors like social support helps maintain healthful behaviors. Experiencing and maintaining

supportive and healthy relationships among family, friends, and romantic partners affect a person's emotional and mental health (Van Arsdale, W., 2023).

DOH found the percentage of individuals unemployed in 2022 was 43.8% higher than the percentage unemployed in the 2021 data sample. DOH cited a study of a large national cohort of people who lived with a disability, were unemployed, and/or were retired and were found to have a higher risk of overdose death compared to those who were employed.

DOH indicates such research demonstrates unemployment or retiring may lead to changes in routines, social connections, social support, and socioeconomic status—all social determinants of health. Additionally, people who use drugs often experience barriers to employment, including living in areas with few job opportunities, low educational attainment and lack of skills, poor access to transportation, and criminal history.

DOH found evidence of homelessness was present in 28.9% of the County's non-fatal overdose cases identified in the study. One in four suspected overdoses occurred among individuals that were currently experiencing homelessness. Additionally, DOH found that 22.5% of people who experienced an overdose had one associated address within the past year, but 77.5% had 2 or more associated addresses within the last year. Reasons for residential relocation are unknown.

In reporting on housing and homelessness DOH indicates housing instability can impact health outcomes and that studies show that experiencing housing instability or residential relocation can be linked to increased odds of experiencing violence, life-threatening health outcomes, high-risk health behaviors, decreased access to services, and criminal-legal system involvement. Furthermore, involvement in the criminal-legal system can restrict access to housing.

DOH found that the 2022 overdose data show that 40.2% of the sample are uninsured, 28.7% are privately insured, 15.6% receive Medicare, and 10.8% receive Medicaid. Since 2021, the number of uninsured people in the annual non-fatal overdose data sample has decreased by 15.2%, and the number with private insurance increased by 33.3%.

In reporting on health insurance, DOH indicates having health insurance is a strong indicator of a person's ability and willingness to access and stay in care. People who are uninsured, especially nonelderly adults and children, are less likely to have had a usual source of health care or a recent health care visit than people who are insured. SUD can be effectively managed as a chronic illness, similar to diabetes, when people have access not only to inpatient and outpatient treatment, but also to lifesaving MAT like buprenorphine, naltrexone, and methadone. Without insurance, these medications may not be affordable for most people (Van Arsdale, W., 2023).

L: White House Social Determinants of Health Playbook and Building a Recovery-Ready Nation

The White House Domestic Policy Council (DPC) released *The U.S. Playbook to Address Social Determinants of Health* (*Playbook*) in November 2023. The DPC drives the development and implementation of the President's domestic policy agenda in the White House and across the Federal government, ensuring that domestic policy decisions and programs are consistent with

the President's stated goals, and are carried out for the American people (Office of Science and Technology Policy, Playbook, 2023).

The DPC emphasizes the fact that improving health and well-being across America requires addressing the social circumstances and related environmental hazards and exposures that impact health outcomes. An inability to meet these social needs puts individuals at higher risk for exacerbating health conditions such as heart disease, stroke, depression, cancer, and diabetes according to the DPC. Compounding the problem, unmet social needs can cause major disparities in health outcomes stratified by geography, race, ethnicity, age, income, disability status, sexual orientation and a number of other factors.

The DPC highlights evidence that suggests that interventions addressing social needs can improve health outcomes. For example, research has found that housing individuals with HIV who are experiencing homelessness increases survival with intact immunity by 21% after one year.

The *Playbook* lays out an initial set of structural actions federal agencies are undertaking to break down these silos and to support equitable health outcomes by improving the social circumstances of individuals and communities. The Playbook sets the stage for agencies and organizations to re-imagine new policies and actions around SDOH, both inside and outside of government.

The vision and coordinating actions outlined in the Playbook *creates a scaffolding upon which entities from all segments of society can build*. (emphasis added) These initial efforts are focused on individual and community-centered interventions with actions grouped into three pillars as follows:

- **Pillar 1:** *Expand Data Gathering and Sharing: Advance data collection and interoperability among health care, public health, social care services, and other data systems to better address SDOH with federal, state, local, tribal, and territorial support.*
- **Pillar 2: Support Flexible Funding for Social Needs:** *Identify how flexible use of funds could align investments across sectors to finance community infrastructure, offer grants to empower communities to address HRSNs, and encourage coordinated use of resources to improve health outcomes.*
- **Pillar 3: Support Backbone Organizations:** *Support the development of community backbone organizations and other community infrastructure to link health care systems to community service organizations*.

The DPC's aim is to accelerate innovation across sectors to develop practical solutions that equitably improve social circumstances and achieve better health outcomes. It declares it will continue to champion advancements that foster individual and community engagement, enhance public health, improve well-being, and serve communities and calls upon all Americans to partner in these efforts and commit to investing in communities to strengthen the health of society (White House, Playbook, 2023).

Critically, the White House Office of National Drug Control Policy (ONDCP) in release of its 2022 National Drug Control Strategy (*Strategy*) emphasized recovery-oriented and harm reduction strategies in three of its seven drug control priorities as follows:

1. Expanding access to evidence-based treatment, particularly medication for opioid use disorder.
2. Advancing racial equity in our approach to drug policy.
3. Enhancing evidence-based harm reduction efforts.
4. Supporting evidence-based prevention efforts to reduce youth substance use.
5. Reducing the supply of illicit substances.
6. Advancing recovery-ready workplaces and expanding the addiction workforce.
7. Expanding access to recovery support services (ONDCP, Strategy, 2022).

ONDCP leads and coordinates the nation's drug policy so that it improves the health and lives of the American people. ONDCP is responsible for the development and implementation of the National Drug Control Strategy and Budget. ONDCP coordinates across 19 federal agencies and oversees a $41 billion budget as part of a whole-of-government approach to addressing addiction and the overdose epidemic (White House, ONDCP).

In outlining A Comprehensive Path Forward through its 2022 *Strategy*, ONDCP defines harm reduction as an approach that emphasizes working directly with people who use drugs to prevent overdose and infectious disease transmission, improve the physical, mental, and social wellbeing of those served, and offer flexible options for accessing substance use disorder treatment and other health care services. ONDCP emphasizes harm reduction is people-centered (ONDCP, Strategy, 2022).

Specifically, ONDCP's focus on harm reduction includes naloxone, drug test strips, and syringe services programs. Syringe services programs are community-based programs that can provide a range of services, including links to substance use disorder treatment; access to and disposal of sterile syringes and injection equipment; and vaccination, testing, and links to care and treatment for infectious diseases. Syringe services programs can be a critical intervention to reduce overdose deaths and communicable disease. Access to these proven, lifesaving interventions should not depend on where someone lives and instead should be available to all who need them.

The 2022 *Strategy* places great emphasis on Building a Recovery-Ready Nation. The four major dimensions of recovery prioritized in the *Strategy* are home, health, purpose, and community as defined by the federal Substance Abuse and Mental Health Administration. It reports Americans follow diverse trajectories from SUD to recovery or remission. In 2020, an estimated 29.2 million Americans perceived ever having a substance use problem. Of these, 21 million (72%) identified as in recovery or recovered from a substance use problem.

The *Strategy* also identifies a 2017 study which found that, among people who reported having resolved an alcohol or other drug program, the most common recovery supports included mutual aid groups (45%), treatment (28%), and emerging recovery support services (22%). ONDCP concludes reaching recovery is more important than the specific path taken to it.

The Strategy's goals to Build a Recovery-Ready Nation are:

1. Increase scientific understanding of recovery.
2. Foster adoption of more consistent certification and accreditation standards nationally.
3. Expand the peer recovery support services (PRSS) workforce and the organizational infrastructure that supports it.
4. Address stigma and misunderstanding, and
5. Eliminate barriers to safe and supportive housing, employment, and education for people in recovery. (ONDCP, Strategy, 2022).

President Biden, during his 2022 State of the Union address, stated, "If you're suffering from addiction, you should know you're not alone. I believe in recovery, and I celebrate the 23 million Americans in recovery… Now is our moment to meet and overcome the challenges of our time together. And we will" (Biden, J., 2022). The White House issued similar information/documents on mental health such as the "White House Report on Mental Health Research Priorities" (February 2023), "Fact Sheet: Biden/Harris Administration Announces New Actions to Tackle Nation's Mental Health Crisis" (May 2023), and "Reducing the Economic Burden of Unmet Mental Health Needs" (May 2022).

M: Community in Action



Granicus deploys digital and other communications strategies to better connect people with decision-makers. It defines community advocacy as "a strategic approach to influencing outcomes and driving change on behalf of the community. It involves representing the community's rights and needs to the level of government best able to respond." (Granicus, 2023). There is no greater example of community advocates in action and providing strong leadership to establish a recovery-oriented landscape than the Southeast Florida Recovery Advocates and Our2Sons.

These organizations, which represent persons in recovery, parents of loss, effected family members and other allies, were successful in advocating for the Palm Beach County Sheriff's Office to have their PBSO deputies and corrections officers not to carry Nalaxone (aka Narcan). Advocates held protests and candlelight vigils in January and April 2022 outside PBSO office in hopes of changing the policy requiring all law enforcement officers to carry Narcan.

In July 2022, advocates appeared before the BCC to advance their cause. The next month, PBSO announced a for all deputies and corrections officers to carry Narcan. The PBSO also announced it would conduct a three-year study on frequency and results of officers carrying Narcan to determine continued deployment (Palm Beach Post, 2022).

In late October 2022, the Palm Beach Post reported PBSO announced more than 2,000 sworn PBSO deputies and correction officers were armed with the nasal spray. The PBSO noted it obtained the doses from the Florida Department of Health's HEROS Program, or Helping Emergency Responders Obtain Support, at no cost to the agency (I Save FL, 2022). The HEROS program provides free naloxone to emergency response agencies.

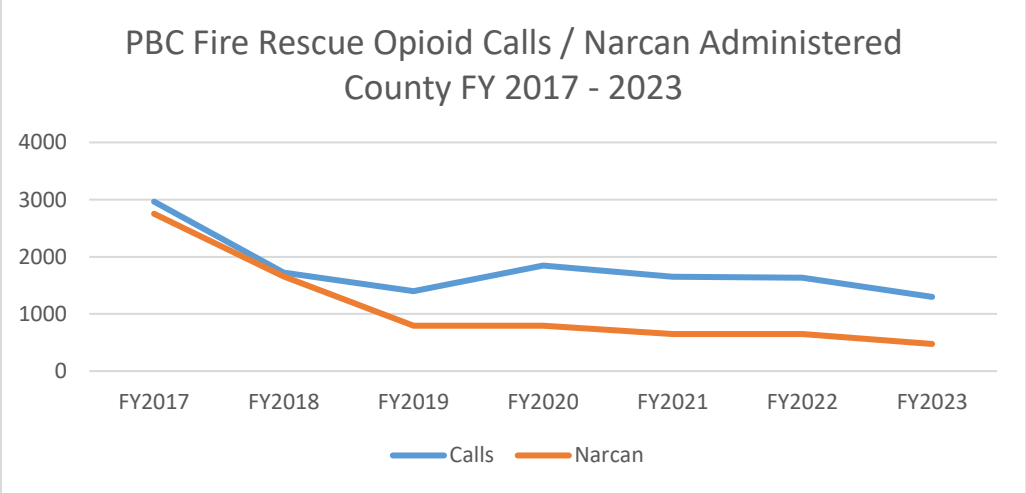


Florida's Department of Children and Families also provides free Narcan to approved providers statewide through its I Save FL program. There are 23 approved providers in Palm Beach County who are regularly distributing Narcan, conducting Narcan trainings, and recording overdose reversals resulting from distributed Narcan (I Save FL, 2022).

N: Fire Rescue's Mobile Integrated Health

On the front line of care is Palm Beach County Fire Rescue (PBCFR), meeting the needs of patients and families when experiencing a substance or alcohol-related medical emergency or a mental health emergency. PBCFR reported 1,298 opioid related calls to 911 during the County's fiscal year 2023. This represents an overall 56% decrease from the 2,965 calls received at the opioid epidemic's height in fiscal year 2017. There was a reported 20% year-over-year decrease in calls between fiscal years 2022 to 2023, from 1,631 to 1,298 calls.

PBCFR also reported Narcan was administered to 475 overdosed individuals during fiscal year 2023. This represents an overall 83% decrease from the 2,752 overdosed individuals administered Narcan in fiscal year 2017. There was a reported 27% year-over-year decrease in Narcan administered between fiscal years 2022 to 2023, from 649 to 475 (Palm Beach County Fire Rescue, 2024).



PBCFR launched Florida's first Mobile Integrated Health (MIH) team in 2017. MIH serves as a bridge to a recovery-oriented system of care through all County and community resources ensuring warm transitions of care to address the unique needs of individuals. To expand Fire Rescue's reach beyond the 911 scene, the MIH team, which includes community paramedics and medical social workers, provides outreach to patients and families after their 911 call.

By combining multidisciplinary expertise and community trust in EMS, MIH is empowered to reach patients in whatever setting they perceive to be their safe space, including their housing, in the community, or via telehealth. By providing education, specialized recovery-oriented care coordination to meet the needs of even the most medically complex and offering harm reduction tools through the distribution of kits containing Narcan, condoms, and recovery-oriented resources, such as The Recovery Community Hub of Palm Beach County, the MIH team can connect to individuals who otherwise may lack access points to services and supports.

With a mission of continuing to seek new paths of reaching individuals living with substance, alcohol, and mental health disorders, the MIH team is planning an expansion to emergency department co-response, advocating for, supporting, and connecting patients to recovery care options that meet their own unique needs. By serving as a trusted bridge between individuals in crisis and the recovery-oriented system of care, the individual is set on a course for success in reaching their recovery and wellness goals. Programs such as Fire Rescue's MIH team are essential for addressing health disparities, gaps in access, and creating an effective and trusted partner-oriented path for those seeking care in our County.

Additionally, The School District of Palm Beach County reports all District operated schools carry Narcan in the school clinics. Narcan is made available in partnership with the Health Care District and the Department of Health. The School District will also be expanding this initiative with the School Police Department in the near future.

O: Leading the Way in Person-centered, Recovery-oriented Care

The 2017 Opioid Response Plan did not focus on recovery and person-centered, recovery-oriented care. Person-centered care was first developed for the population with mental illness in the 1940's. While a relatively new concept in the substance use disorders field and advanced by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) the expectation was the structure of recovery-oriented systems of care (ROSC) would evolve at all levels of government.

William L. White's seminal monograph in ROSC, recovery management and ROSC addiction treatment literature, *Recovery Management and Recovery Oriented Systems of Care: Scientific Rationale and Promising Approaches,* has been advanced to help evolve this modality. The monograph comprehensively lays out the empirical support for moving to (ROSC).

White, Emeritus Senior Research Consultant at Chestnut Health Systems, is widely published in peer-reviewed journals and authored or co-authored more than 20 books as well as 400 articles, monographs, and research reports. His works, *Slaying the Dragon – The History of Addiction Treatment and Recovery in America* and *Let's Go Make Some History: Chronicles of the New Addiction Recovery Advocacy Movement*, enjoy wide critical acclaim (Chestnut, William White Papers).

The monograph provides a systematic review of the literature to support this transition; concrete strategies to make the vision of recovery-oriented service systems a reality; and, outlines the scientific conclusions and the systems-performance data supporting extension of the acute-care model of addiction treatment to a model of sustained recovery management.

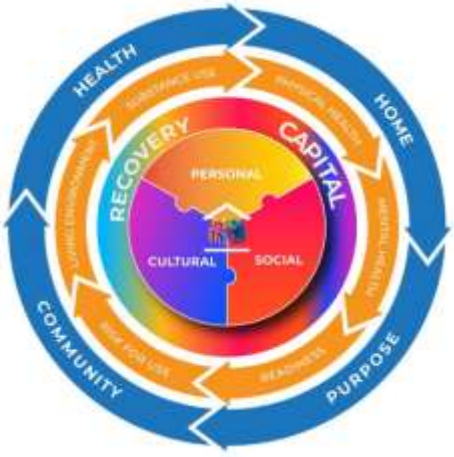
White issues a clarion call in the monograph, "It is time we proactively managed the prolonged course of addiction and recovery careers and stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery-oriented systems of care that can promote this model of sustained recovery management within addiction treatment programs across the country."

> It is time we … stopped focusing on brief episodes of biopsychosocial stabilization. It is time for national, state, and local initiatives to create recovery-oriented systems of care that can promote this model of sustained recovery management.
>
> William L. White

Palm Beach County has responded to White's clarion call with, as noted earlier, the BCC's declaring its expressed approval of a person-centered, recovery-oriented system of care focused on quality of care and long-term recovery outcome improvements in the Resolution establishing the BHSUCOD.

All the County's collective and collaborative efforts, prior and since, have been directed at planning, developing and executing a comprehensive person-centered, recovery-oriented system of care. In 2023, the initial system model was modified to orient the County's efforts toward a Resilience and Recovery Ecosystem approach to Behavioral Health and Substance Use Disorder Care which has been adopted by the County. (See Appendix A)

PALM BEACH COUNTY RESILIENCE & RECOVERY ECOSYSTEM OF BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER CARE



The ecosystem model integrates American Society of Addiction Medicine's (ASAM) Third Edition criteria and its six dimensions. The ASAM Criteria is the most widely used and comprehensive set of standards for placement, continued service, and transfer of patients with addiction and co-occurring conditions. Many states across the country are using the ASAM Criteria as the foundation of their efforts to improve the addiction treatment system.

It should be noted ASAM recently released Fourth Edition criteria which were adopted subsequent to the County's current ecosystem modeling. The Fourth Edition criteria will be integrated into the ecosystem model in the near future.

ASAM Third Edition Dimensions	ASAM Fourth Edition Dimensions
1. Acute Intoxication and/or Withdrawal Potential 2. Biomedical Conditions and Complications 3. Emotional, Behavioral, or Cognitive Conditions and Complications 4. Readiness to Change 5. Relapse, Continued Use, or Continued Problem Potential 6. Recovery/Living Environment	1. Intoxication, Withdrawal, and Addiction Medications 2. Biomedical Conditions 3. Psychiatric and Cognitive Conditions 4. Substance Use-Related Risks 5. Recovery Environment Interactions 6. Person-centered Considerations

The Fourth Edition reorders the dimensions from the Third Edition. Readiness to change is now considered within each dimension, and the Third Edition Dimensions 5 and 6 were shifted to Dimensions 4 and 5, respectively, in the Fourth Edition. Important to the County's ecosystem model, the new Dimension 6: Person-Centered Considerations considers barriers to care *(including social determinants of health), patient preferences,* (emphasis added) and the need for motivational enhancement. (ASAM, ASAM Criteria)

The ecosystem also integrates the federal Substance Abuse and Mental Health Administration's (SAMHSA) for major dimensions of recovery: health, home, purpose and community (SAMHSA, Recovery). See Section III, Introduction to the Plan Update 2024, page 36 for additional details on SAMHSA's guidance related to ROSC and guiding principles.

The ecosystem at the Macro level is concerned with interaction and interdependence of individuals with their surrounding physical, social, and cultural systems in order to holistically assess how individuals affect and are affected by such systems. It makes accessible a network of services and supports that is person-centered and builds on the strengths and resilience of individuals, families, and communities to achieve improved health, wellness, and quality of life.

The Meso level provides a non-conflicted entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services aimed at achieving seamless movement in order to increase recovery capital and improve long-term recovery outcomes.

The Micro level aims to increase an individual's recovery capital through network of "recovery hubs" and other support services providing nonclinical resources, including peer support, employment and job training linkages, social and recreational activities intended for people in or seeking recovery.

In sum, the ecosystem model identifies the behavioral health and substance use disorder needs of the client population; improves client care with linkage efforts across all health domains; and, informs public payers of appropriate level of care purchases resulting in anticipated cost-savings which will be reinvested to needed social, recovery support and prevention services. It has also informed policy, planning, and programmatic decisions and is the lens through which funding opportunities are identified.

The ecosystem is consistent with achieving the process metrics related to the BCC's aims as follows: implement neutral care coordination; establish recovery community organizations and recovery community centers; broaden the reach of peer support services across the continuum; and, launch a Recovery Capital Instrument and train providers in its use.

It also remains consistent with the Palm Beach County 2019 Behavioral Health Needs Assessment (Assessment) recommendations which remains important guidance and include:

- Enhance "no wrong door policies and practices" and *development of a central assessment and care coordination system for the community.*
- Continue utilization of system-wide evidence-based practices including the *development of a true Recovery-Oriented System of Care (ROSC) and a comprehensive implementation of care coordination and wraparound services* (The Ronik-Radlauer Group., 2019*)*

The primary goals of the ecosystem are to:

- Ensure uniform assessment of substance use and/or mental health severity throughout the client population in order to decrease fragmentation of treatment services among providers offering various levels of care.
- Reduce the use of crisis services.
- Maintain and utilize a comprehensive continuum of substance use disorder and/or mental health treatment services integrated with other social and recovery support services.
- Provide the structure, process, and outcome measures necessary to meet care coordination goals and to streamline continuity, communication, and tracking of clients across providers and service settings.

The Assessment's recommendation is to develop a central assessment and care coordination system is mirrored by the White House Domestic Policy Council's call to communities to establish a backbone organization and other infrastructure which will serve to link health care

systems to community service organizations (Office of Science and Technology Policy, Playbook, 2023).

The DPC's definition of a backbone organization and its responsibilities describes near perfectly the initiatives to establish neural care coordination such as the SEFBHN pilot program discussed earlier which the managing entity continues as EMBARCC. The DPC defines backbone organizations as entities that manage community-based partnerships formed across sectors such as health care, social services, public health, and economic development to improve the health and well-being of individuals and the community

The DPC states these organizations can serve as central coordinating hubs that connect individuals needing various services such as housing support, transportation, legal services, or nutrition support with relevant providers. At their best, these entities coordinate across service providers, integrate funding from multiple public and private sources to support operations and service delivery, leverage trusted relationships and members' existing assets, and foster community-based workforce development and training.

DPC cites one example of a specific type of backbone organization with a robust set of capabilities is a community care hub. These organizations centralize administrative functions and operational infrastructure for a network of community based organizations, including, but not limited to, payment operations and contractual agreements, management of referrals, service delivery fidelity and compliance, technology maintenance, information security, data collection, and reporting. (Office of Science and Technology Policy, Playbook, 2023).

Care coordination entities recommended by DPC and the Assessment are supported by the evidence. In a study published in the American Journal of Public Health, researchers tested the effectiveness of a long-term coordinated care strategy - intensive case management (ICM) - compared with usual care (UC) which was piloted by the National Council on Alcoholism and Drug Dependence-New Jersey (NCADD-NJ) and since has become the standard of care coordination for the state's welfare-to-work population.

Usual Care is often referred to as the "screen and refer" model and was the standard of care in New Jersey at the time of the study. ICM is consistent with a chronic disease management strategy that augments current disconnected episodes of acute care with longer-term care strategies and cross-systems coordination that addresses other health and social needs and provides relapse monitoring and support during extended time periods.

Researchers found ICM clients had significantly higher levels of substance abuse treatment initiation, engagement, and retention compared with UC clients. In some cases, ICM treatment attendance rates were double those of UC rates. Additionally, almost twice as many ICM clients were abstinent at the 15-month follow-up compared with UC clients (Morgenstern, J., 2009).

Now the National Center for Advocacy and Recovery for Behavioral Health (NCAAR), its Work First New Jersey Substance Abuse and Behavioral Health Initiative (SAI/BHI) completed its 25th year of providing services in 2023. SAI/BHI provides comprehensive assessment, referral, care

coordination, and intensive case management services to General Assistance and Temporary Assistance for Needy Families recipients throughout the state (NCARR, Annual Report, 2023).

Over twenty-five years NCAAR reports having completed more than 217,000 referrals; more nearly 155,000 assessments; and nearly 100,000 individuals who entered treatment. SAI/BHI clients receive wrap around case management services, referrals to community-based resources, and assistance with medical appointments which allows individuals to thrive in a less intense level of care and stay in their communities.

In fiscal 2023, 5% of SAI/BHI clients were placed in residential treatment, including 2% residential withdrawal management, 1% short- term residential, 2% halfway house, and 1% long-term residential. The remaining 95% of SAI/BHI clients were referred and placed in outpatient treatment services, including 67% outpatient, 14% intensive outpatient, 6% partial care, and 7% in methadone maintenance (NCARR, Annual Report). It also reports its average cost per client per episode of care is $3,400 compared to the national average, which is between $14,000 and $23,000 (Wolff, S., 2018).

By any measure, NCAAR has been successful in developing an accountable behavioral health system to help reach the State's goals for quality care, accessibility, eliminating gaps in service, and moving clients cost-effectively along the continuum of care.

The County has worked diligently to implement neutral care coordination as noted earlier by its collaboration with the SEFBHN pilot program which the managing entity continues as EMBARCC. Before COVID halted efforts in 2020, the County also collaborated with SEFBHN on a contract that was executed to engage a consultant to assess the current and potential resources, and readiness to implement a neutral care coordination system that will include the use of a standardized level of care instrument and care coordination to navigate the system of public and private behavioral health and substance use disorder programs in Palm Beach County.

The consultant's work was to result in a plan and recommendations to implement the transition to a person-centered, recovery-centric and recovery-oriented system of care. The plan was to include independent and uniform assessment as well as care coordination for community-based behavioral health and substance use disorder programs. The County continues to collaborate with SEFBHN to achieve these aims and also collaborated with the HCD in early 2023 to discuss executing neutral care coordination in meetings facilitated by the Palm Health Foundation.

In 2021, the County established a working group to develop a comprehensive plan to establish neutral care coordination in Palm Beach County. The working group included professionals with significant experience operationalizing and working in a neutral care environment including Ariana Ciancio, Delray Beach Police Department Client Advocate and current Advisory Committee member. Previously, Ms. Ciancio served for seventeen years in multiple capacities with NCAAR's SAI/BHI program.

The Plan, *Establishing a Palm Beach County Neutral Care Coordination Entity and executing a person-centered, recovery-oriented system of care, July 2021*, outlined the goals of a Neutral Care Coordination Entity (NCCE) as follows:

- Ensure uniform assessment of substance use and/or mental health severity throughout the client population in order to decrease fragmentation of treatment services among providers offering various levels of care.
- Maintain and utilize a comprehensive continuum of addiction and/or mental health treatment services integrated with other social, non-clinical and recovery support services.
- Provide the structure, process, and outcome measures necessary to meet care coordination goals and to streamline continuity, communication, and tracking of clients across providers and service settings.
- Accomplish the necessary underlying structure and processes needed to meet care coordination goals.

The Plan described the NCCE as a non-conflicted, neutral body, which serves as a single point of entry (SPOE) for referrals to providers as well as prior authorizer of and payer of certain care. Its core values are:

- Client choice and identified needs shall be the primary driver of service engagement and referral in a timely fashion. Clinical decisions shall be based on client need and obtaining best available care.
- Care coordination shall assist the client with a successful transition between assessments, initial placement, through a seamless movement along the continuum of care.
- Coordination services to include facilitation of communication among all professionals involved with the client and the community identified provider which most closely meets client's needs.
- Primary role is to eliminate barriers to achieve acceptance and admission to the appropriate level of care and facility in a timely manner.

The Plan also provides key programmatic elements as well as anticipated personnel and budget requirements. In July 2023, a Plan Executive Summary was also developed. (See Appendix B)

Much has been articulated regarding the County's efforts at *Leading the Way in Person-centered, Recovery-oriented Care*. Numerous bodies of planning documentation, research and programmatic evidence has been pointed to within Palm Beach County as well as nationally. To conclude, returning to White's Monograph and its summary of recommendations support the call for a transformation in the structure and service processes from a model of acute intervention to a broader model of sustained recovery management. These recommendations are worthy of further consideration as efforts to build a robust resilience and recovery ecosystem continue. (See Appendix C)

P: One Overdose Death is One Overdose Death Too Many

The BHSUCOD applauds the continued downward trend in overdose deaths in 2023. Given the devastation overdose deaths have on families, friends, and the community the BHSUCOD maintains the position that one overdose death is one overdose death too many.

The BHSUCOD wishes to see continued reductions, which may never arrive at zero, but believe tracking overdose death rates should not be the singular outcome measure of the County's efforts success. Beyond this measure, the BHSUCOD supports the County's ongoing efforts to measure its initiatives through a recovery capital framework and its ability to capture resilience, health, well-being, social determinants of health and risk factors.

In June 2023 the Gallup published findings in a report, *The Opioid Epidemic: How Wellbeing Can Help Bend the Curve*, which found high statewide wellbeing was linked to lower and slower-rising overdose rates. Additionally, career wellbeing stood out as key to curtailing drug overdose deaths. (Witters, D., 2023).

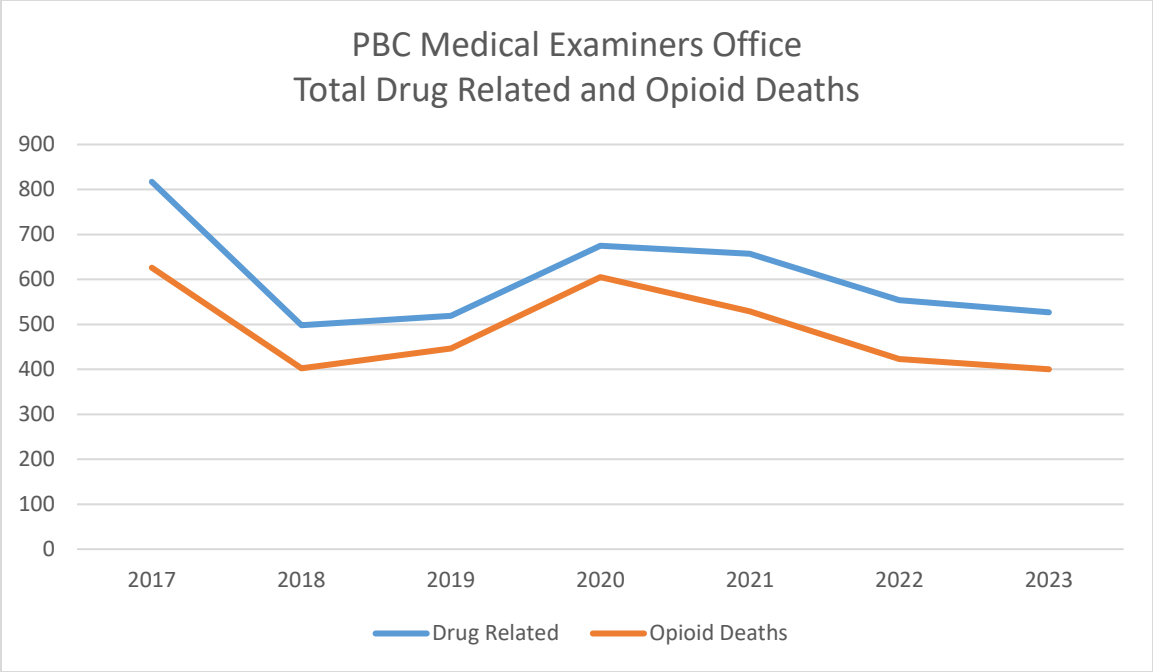
More specifically, that wellbeing was inversely related to drug overdose rates among states and the potential exists to mitigate the worsening opioid epidemic by expanding and elevating wellbeing. Gallup's analysis of the 2017 state ranks based on overall Well-Being Index scores showed that the highest-wellbeing states in 2017 had substantially lower average drug overdose rates in 2018 than what was found among the lowest-wellbeing states.

Furthermore, the rate of increase in the following two years also varied greatly, with the five lowest-wellbeing states in 2017 (West Virginia, Louisiana, Arkansas, Mississippi and Kentucky) increasing their already elevated overdose rates another 15.8 cases per 100,000 residents, on average -- compared with an increase of 5.3 cases per 100,000 among the five highest-wellbeing states (South Dakota, Vermont, Hawaii, Minnesota and North Dakota).

Gallup found high population wellbeing can serve an insulating function, whereby a cultural foundation exists that lowers the probability of per capita drug overdoses the following year. High drug overdose rates, in turn, reduce the probability of high population wellbeing the following year, but to a lesser extent.

Analyzing the data further, more specific to the five specific elements of wellbeing: career, community, social, physical, and financial wellbeing. All five are inversely related to the next year's drug overdose rate -- but the relationship with career wellbeing was strongest by far, outpacing social, financial, physical and community wellbeing (Witters, D., 2023)

Gallup also identified individual aspects of wellbeing that are critically important to understanding what increases or decreases drug overdose rates in states. These aspects of wellbeing referred to as warning signs by Gallup are worthy of further consideration as efforts to build a robust resilience and recovery ecosystem continue. (See Appendix D)



The Palm Beach County Medical Examiner's Office (MEO) reported 817 drug related deaths in 2017 of which 626 were opioid deaths and in 2018 recorded 498 drug related deaths of which 402 were opioid deaths; a 39 and 36% reduction respectively. The MEO reported 519 drug related deaths in 2019 of which 446 were opioid deaths and in 2020, amidst the COVID pandemic, recorded 675 drug related deaths of which 605 were opioid deaths; a 30 and 36% increase respectively from 2019 to 2020. (Palm Beach County Medical Examiner's Office, Annual Report 2023)

In 2021, the MEO reported 626 drug related deaths of which 524 were opioid deaths; a 7 and 14% decrease respectively from 2020 to 2021. In 2022, the MEO reported 554 drug related deaths of which 423 were opioid deaths; a 12 and 19% decrease respectively from 2021 to 2022. In 2023, the MEO reported 527 drug related deaths of which 400 were opioid deaths; a 5 and 5% decrease respectively from 2022 to 2023.

In its 2023 Annual Report the MEO reports fentanyl and its analogs (including acetyl fentanyl and fluorofentanyl) far exceeded the other opiates (such as heroin and oxycodone) in 2023 which also reported by the MEO in its 2022 Annual Report. Most opioid deaths had multiple opioids contributing to the death. In its 2023 Annual Report, the MEO indicated the average age of accidental drug fatality victims was 43 years old and the victims were predominantly men (3:1). The MEO also indicated white individuals were 5.7 times more likely to die of an accidental drug overdose than those of Hispanic/Latino or Black/African American ancestry

The MEO reported 232 suicides in 2023, 243 suicides in 2022 and 2021 and 172 in 2020. It reports the average annual number of suicides for the last ten years is 231. The male: female ratio for suicide victims in 2023 was 3.1:1. Most 2022 suicide victims were White (197), followed by Hispanic/Latino (16), Black or African American (15), and Asian (4) with the average age of a

suicide victim was 54 years (Palm Beach County Medical Examiner's Office, Annual Report 2023)

The Florida Department of Health Palm Beach County's (DOH) 2022 Annual Surveillance Report reported on non-fatal overdoses and reviewed approximately 3,200 hospital medical records for suspected drug overdoses. Of those records reviewed, about half (number[n] =1611) met the criteria to be included in the sample of suspected non-fatal overdose (VanArsdale, W., 2023).

DOH identified sample characteristics. Of the 1,611 non-fatal overdoses cases included in the 2022 surveillance sample, 1,055 (65.5%) were among males and 556 (34.5%) were among females. This distribution is similar to that of prior years. Among females, 6 (1.1%) were pregnant at the time of overdose.

Of the suspected non-fatal overdoses 1,126 (69.9%) occurred among White non-Hispanic individuals. Overdoses among Hispanic individuals of any race accounted for 12.9% (n=208) of suspected non-fatal overdoses. Overdoses among Black non-Hispanic individuals accounted for 12.5% (n=202). The average age was 42 years with most overdoses occurring among adults aged 25 to 44 years and are overrepresented in the sample compared to their overall proportion in Palm Beach County. (VanArsdale, W., 2023).

While important progress has been made, the BHSUCOD continues to find systemic challenges so clearly identified in the 2019 Behavioral Health Needs Assessment remain. These include, amongst others:

- Fragmentation and disjointed care from multiple treatments, social and recovery support providers;
- Determinations of client treatment that are based on the services available at a particular provider, rather than on individualized needs;
- Ineffective transitioning of clients from one level of care or one service provider to another;
- Lack of timely sharing of needed treatment information among providers;
- Lack of monitoring and follow-up to ensure client engagement;
- Lack of accountability and agreed upon responsibilities among multiple treatments, social and recovery support providers serving one client; and
- On-going silos when it comes to client care (The Ronik-Radlauer Group, 2019).

Q. Mental Health First Aid (MHFA)

Community education remains a critical component of an effective behavioral and substance use disorder system. MHFA and Youth MHFA have proven effective and cost-effective ($35 per student). Alpert Jewish Family Services introduced MHFA, with over 12,000 people trained with over 80 certified instructors. The School District of Palm Beach County is the largest provider of YMHFA. Many governmental, law enforcement, community-based and faith-based agencies have participated in the trainings. MHFA covers:

- Commons signs and symptoms of mental health challenges.
- Commons signs and symptoms of substance use challenges.
- How to interact with a person in crisis.
- How to connect a person with help.
- Expanded content on trauma, substance use, and self-care.

According to the Centers for Disease Control (CDC), poor mental health increases one risk of substance use. More than fifty percent of adults with substance use disorder have a co-occurring mental illness, often left undiagnosed and untreated. The international evidence-based early-intervention MHFA course offers education and awareness, destigmatizes mental illness and substance use disorders, and teaches the skills needed to recognize and respond to signs and symptoms of mental health and substance use challenges as well as how to provide initial support until the person is connected to appropriate professional help.

III. PRIORITY AND OPIOID SETTLEMENT RECOMMENDATIONS

The Palm Beach County Advisory Committee on Behavioral Health, Substance Use and Co-Occurring Disorders (BHSUCOD) established by the BCC in November 2022 held its organizational meeting on January 12, 2023 at which it approved its operational guidelines manual. As noted earlier, the BHSUCOD was established to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery policies, as well as to offer recommendations regarding the County's provision of services to the citizens of Palm Beach County.

The BCC also declared, via Resolution R2022-1340, that:

- A Behavioral Health, Substance Use and Co-Occurring Disorder Steering Committee was established in 2019 consistent with the Opioid Response Plan, which was intended, in part, to satisfy the State's Opioid Settlement Clearing Trust Fund requirement for a Task Force to respond to the opioid epidemic pursuant to section 17.42 (4)(b), Florida Statutes (2022);
- The Response Plan was intended to satisfy the State's Opioid Settlement Clearing Trust Fund requirement for an opioid response abatement plan pursuant to section 17.42 (4)(c), Florida Statutes (2022)

Section 4 of Resolution R2022-1340 also outlined that the BHUSCOD shall have the following roles and responsibilities:

- Collect information related to substance use disorders in the County and provide that information to the BCC, along with recommendations on responding to the opioid epidemic, as provided in section 17.42, Florida Statutes (2022).
- Submit to the BCC by October 1 of each year the BHSUCOD Annual Report or Response Plan Update, which shall evaluate mechanisms for behavioral health and substance use disorder services and recommend any changes that may improve the quality, long-term recovery outcomes, and coordination of these services.
- If requested by the BCC, provide recommendations on positions the BCC may take on local, state and federal legislation.

In its update to members the Florida Association of Counties reported the suits against 11 corporate entities for their wrongful conduct in the opioid epidemic crisis went to trial in April 2022 and all the corporations involved settled in the pretrial phase. An allocation agreement was negotiated into three funds: the State Fund, Regional Fund, and City/County Fund which may only be used to abate or remedy the opioid epidemic. (Florida Association of Counties, The Opioid Settlement: Where are we now?).

State and subdivisions will receive more than $3.1B over the next 17 years. Over 18 annual distributions from the Regional and City/County funds, Palm Beach County is expected to realize nearly 122.5 million dollars. (See Appendix E) The states, counties, and cities also developed a thirteen-page list of programs that are illustrative of the types of programs that can be funded with settlement funds. (See Appendix F)

City / County	Regional / Abatement
$1,252,081.64 (yr. 1 pmt. rec'd.)	$14,575,999.21 (yr. 1 pmt. rec'd.)
$2,814,714.93 (yr. 2 pmt. rec'd.)	$6,882,120.16 (yr. 2 pmt. rec'd.)
$4,066,796.57 (sub-total rec'd.)	$21,458,119.37 (sub-total rec'd.)
$24,791,658.48 (18 yr. total)	$97,694,428.99 (18 yr. total)

On March 22, 2022 the BCC approved participation in the Settlement Agreement and Release between the State of Florida and Endo (Florida Opioid Agreement and Statewide Response Agreement) and authorized the Mayor to execute the Subdivision Settlement and Participation Form. The County worked with the Palm Beach County League of Cities to secure inter-local agreements with Palm Beach County Municipalities that represent a more than 50% of municipalities' total population as required by the Florida Plan (Palm Beach County Board of County Commissioners Agenda. March 22, 2022).

Palm Beach County submitted its Florida Opioid Agreement and Statewide Response Agreement Qualified County Qualification Form to the State of Florida on April 12, 2022. In doing so the County certified:

- The County has a population of at least 300,000 and an opioid taskforce or other similar board, commission, council, or entity, including some existing sub-unit of the County's government responsible for substance abuse prevention, treatment, or recovery of which it is a member or it operates in connection with its municipalities or others on a local regional basis.
- The County has an abatement plan that has been adopted or utilized to respond to the opioid epidemic.
- The County was as of December 31, 2021, either providing or is contracting with others to provide substance use, prevention, recovery, and treatment services to its citizens.
- The County has entered an inter-local agreement with at least 50% of the Municipalities (by population) located within the County.

The BHSUCOD meets bi-monthly on the even numbered months of the calendar year. Members also lead eight (8) subcommittees that regularly engage and invite open participation of community members, stakeholders and other interested parties. The subcommittees are facilitated by the OBHSUD Program Evaluator and meet bi-monthly on the odd numbered months of the calendar year.

Florida Atlantic University School of Social Work and Criminal Justice (FAU) is also engaged as a research partner respective of the BHSUCOD and its subcommittees. FAU is conducting process and outcome evaluations for Plan Update, the BHSUCOD overseeing implementation and reporting on it, and initiatives of person-centered recovery-oriented systems of care.

In order to address re-occurring report findings and community concern about siloes between government, providers, and communities that create barriers to care, FAU surveyed the BHSUCOD utilizing the Wilder Collaboration Factors Inventory. The inventory is an assessment tool that helps provide an idea of how well interagency collaboration is doing in areas important

to success. It identifies strengths and weaknesses of individual factors in an organization's collaboration and is used to provide an overall score of collaborative success.

The FAU research team used process and outcome evaluations for the BHSUCOD, Master Plan, and Initiatives of person centered recovery oriented systems of care. A thematic analysis was conducted and major themes were created based on interviews. Major themes consisted of barriers, programmatic and purpose.

The Wilder Inventory demonstrated that 80% of the responses were somewhat agree to strongly agree regarding collaboration as indicated by the inventory's indicators. Some of the indicators that received strongly agree responses were:

- The political and social climate seems to be "right" for starting a collaborative project like this one.
- I have a lot of respect for people involved in this collaboration.
- Everyone who is a member of our collaborative group wants this project to succeed

There were also areas identified for improvement including:

- Trying to solve problems through collaboration has been common in this community. It has been done a lot before.
- The organizations that belong to our collaborative group invest the right amount of time in our collaborative efforts.
- Communication among the people in this collaborative group happens both at formal meetings and in informal ways.

The 2024 Plan is intentionally substance agnostic and intended to serve as a roadmap for Palm Beach County to bring to fruition an integrated and coordinated, person-centered, recovery-oriented system of care for anyone with a substance use disorder, behavioral health disorder and/or co-occurring disorders.

The OBHSUD Program Evaluator facilitated processes for subcommittee participants to consider and review previously identified issues and strategies while also soliciting additional input as well as regularly surveyed subcommittee participants as to their familiarity with the 2022 Plan. They and OBHSUD staff considered and reviewed an analysis of feedback received at community forums, provider surveys and related needs assessments and studies.

The recommendations contained within align with the core strategies and approved uses identified in the Settlement Agreement. They also align with the BHSUCOD's overarching priority recommendations and comprise a roadmap for the 2024 Plan for achieving the BCC's articulated strategic priority to establish a person-centered, recovery-oriented system of care.

The BHSUCOD's comprehensive set of recommendations can be found on page 71 in Section IV, Proposed Theory of Action. The Committee developed initial recommendations after review of the 2022 Plan which served as the foundation for it its subsequent work in establishing the 2024 Plan's recommendations. The BHSUCOD found of the 49 total recommendations (22.45 %) of the recommendation were completed; 67.35% of the recommendations are in progress;

and, 10.20% of the recommendations have not yet started. Completed (C) recommendations are defined as recommendations accomplished since 2022. In progress (IP) recommendations have been initiated. And, not yet started (NYS) recommendations have not been initiated.

A draft of the 2024 Plan was publicly released in advance of BHSUCOD review and discussion at its March 14, 2024 Special Meeting. Public comment on the Plan was received at this meeting.

Subsequently, a public comment period was established from March 14, 2024 through March 29, 2024. Thirty six individuals and/or entities provided comments with nearly 150 suggestions, recommendations, resources and edits being received. All responses were received, acknowledged and documented. Several individuals and/or entities submitted more than one set of comments.

The program evaluator and FAU researcher conducted a content and thematic analysis. Comments were incorporated into a comment process sheet. It and all public comments received were publicly released in advance of initial review by the Executive Committee at its April 4, 2024 meeting.

Each response was granted equal weight. The analysis found comments fell into five categories: comments on the 2024 Plan, new content, resources, proof edits and two separate requests for funding. In addition, a thematic analysis was performed. The array of responses made it challenging to reach a 50% saturation threshold for themes. 50% is recognized as thematic saturation. However, related verbiage was grouped and the following themes were identified:

- Support for the Plan Update
- Broken system, continued siloes
- Align work with HIV (including syringe services), BH/SUD, and homelessness
- Affordable, attainable housing for SUD and Mental Health
- Centralized care coordination and crisis stabilization
- Emphasize mental health, youth services, prevention and education

The Executive Committee approved a motion to adopt these six themes for incorporation into the 2024 Plan for consideration by the full BHSUCOD. The full BHSUCOD unanimously voted to adopt the six themes for incorporation into the 2024 Plan at its April 11, 2024 Regular Meeting.

Additionally, the BHSUCOD unanimously voted that the evaluation and monitoring subcommittee be required to include members with licensed medical and clinical behavioral health expertise and the operational guidelines outlining the subcommittee's responsibilities be amended to include providing medical quality assurance that programs adhere to SAMHSA and other evidence-based practices.

The BHSUCOD also unanimously voted that opioid settlement funds be spent 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education 10% on deep-end and crisis care.

A discernible outcome of the collective work to date is the setting and execution of a vision to establish a readily accessible, integrated and coordinated recovery-oriented system of care that meets the needs of Palm Beach County residents. A rallying crying if you might that truly places an individual at the center of their care and delivers on an, to date, still illusive recovery-oriented system of care.

In sum, there have been some hard-won gains but the BHSUCOD recognizes how precarious this progress can be viewed by people and families affected by substance use and behavior disorders. Members are reminded day in and day out that its work is not complete.

BHSUCOD re-affirms the 2022 Plan recommendations while incorporating additional recommendations for the 2024 Plan Update. Its critical recommendations are as follows:

A. Overarching Priority Recommendations	
2022	**Status**
1. BCC enactment of ordinance designating lead entity granting it leadership, budget, planning and monitoring authority. 2. Advocate for policies and legislation which advance person-centered, recovery-oriented systems of care and essential services that meet individual's needs and are readily accessible and integrated. 3. Identify and provide sustainable resources (essential services) for individuals re-entering the community such as those provided through the Community Services Department's federal grant research project, Comprehensive Opioid, Stimulant, Substance Abuse Program (COSSAP). (Housing and peer support, care coordination, flex funds). 4. Implement person-centered, recovery-oriented system of care that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports to ease transitions and continuity of care, remove barriers and improve long-term recovery outcomes.	1. C 2. IP 3. IP 4. IP
2024	
1. Recommendation to BCC that the County lead and/or support comprehensive planning process between SEFBHN, HCD and other community partners to drive alignment, coordination, shared commitments, shared accountability, and clarify roles and responsibilities.	

B. Opioid Settlement Recommendations
2024

1. Provide sustainable resources (essential services) including housing, peer support, care coordination, and flex funds which mirrors the federal COSSUP program.
2. Housing should be focused on stable placement as well as affordability and should include transitional, recovery, supportive living and permanent opportunities for individuals with substance use and mental disorders, returning individuals with justice placements, seniors who are under strict financial pressures and living on fixed incomes and youth aging out of foster care.
3. Coordination with the Department of Housing and Economic Development, municipalities and other housing funding sources to support expanding housing opportunities for individuals with substance use and behavioral disorders.
4. Establish a non-conflicted neutral care coordination entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services.
5. Expand Syringe Services Program capacity and opportunities.
6. Expand comprehensive recovery and treatment services, including MAT, for populations with substance use and co-occurring disorders demonstrating high need and prioritizing pregnant and parenting women.
7. Promote recovery-ready work environments and expand transportation and employment opportunities for individuals with SUD and co-occurring MH conditions.
8. Create public awareness campaigns that promote recovery-ready communities focused on improving mental as well as overall health and wellness in order to build resilience in individuals and communities.
9. Create and/or support community-based education or support services for families, youth, and adolescents at risk for SUD and any co-occurring MH conditions which builds resilience, recognizes adverse child experiences and is trauma-informed.
10. Expand County's MH/SUD research capacity and enhance its monitoring, surveillance, data collection, and evaluation capabilities in conformance with SAMHSA quality assurance guidelines and other evidence-based methodologies.
11. Create and/or support community based education to increase awareness and ability to recognize warning signs of different stages for both behavioral and substance use issues.
12. Opioid settlement funds should be spent as follows: 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education 10% on deep-end and crisis care.

Subcommittee Priority Recommendations

C. Prevention and Education Priority Recommendations	
2022	**Status**
1. Educate the community regarding: o Impact of substance use on brain development. o Narcan deployment, safe storage / disposal of prescription drugs (i.e. pill drops and drug take back programs) o How to select providers, avoid unethical providers; and, navigate insurance coverage.	1. IP
2024	
1. Engage community (youth included) and professionals reflective of Palm Beach County to participate, increase awareness, and ensure ongoing voice and choice. 2. Foster partnerships among schools, mental health organizations, healthcare providers, and community groups to create a network of support for youth mental health. 3. Support/enhance integrated services in Palm Beach County schools. 4. Support various outlets in community locations that are easily accessible for youth to express and receive support for their behavioral health needs including the arts, exercise, parks, etc. 5. Advocate for family trainings and programs in schools and community-based spaces (recreation centers, religious institutions, grassroots organizations) where families are already. 6. Rethink how providers can be available to deliver services so they are inclusive and meet the diverse needs of the community. 7. Develop non-traditional supports, like peer-to-peer support, to enhance the care system, offer more paths to help, and combat workforce shortages. 8. Support campaigns like the Get Your Green On campaign to spread awareness, encourage open discussion about mental health and trauma, and destigmatize challenges. 9. Educate on Adverse Childhood Experiences (ACEs) and the need for trauma-informed care. 10. Emphasize the importance of coping and self-care plans in building resilience. 11. Support behavioral health technicians' curriculum for high school students and promote MH and SUD professional internships. 12. Expand and support mental health first aide with a goal of one in fifteen citizens in Palm Beach County trained in MHFA, youth MHFA, or other versions.	

D. Public Policy Priority Recommendations	
2022	**Status**
1. Advocate for policies and legislation that improve standards of care including: integration of behavioral and primary health care; adoption of standards of care that are person-centered and recovery-oriented aimed at improving long-term outcomes; and, requirements needed for provider licensure. 2. Advocate for Medicaid expansion.	1. IP 2. IP
2024	
1. Recommendation to BCC that the County lead and/or support comprehensive planning process between the managing entity, Health Care District to drive alignment, coordination, shared commitments, shared accountability, and clarify roles and responsibilities. 2. Engage Palm Beach County policy makers by disseminating Plan and its recommendations. 3. Research, evaluate and recommend changes to federal law mandating 20 year sentence for individuals convicted of death or injury as a result distributing illicit drugs. 4. Add membership to BHSUCOD for individuals or family members of individuals with significant mental illness.	

E. Justice System and Public Safety Priority Recommendations	
2022	**Status**
1. Identify / develop alternative community placements in areas where there are few if any available. 2. Identify and provide sustainable resources (essential services) for individuals re-entering the community such as those provided through the Community Services Department's federal grant research project, Comprehensive Opioid, Stimulant, Substance Abuse Program (COSSAP). (Housing and peer support, care coordination, flex funds). 3. Advocate for the Palm Beach County Sheriff's Office to carry and use Narcan when responding to overdose calls.	1. IP 2. IP 3. C
2024	
1. Work with law enforcement and courts to intervene with offenders' misdemeanors earlier and provide treatment options.	

2. Demonstrate results through efforts like COSSUP and MAPS. 3. Fund more peer-to-peer efforts in SUD, MI, justice and corrections.	

F. Treatment and Recovery Priority Recommendations	
2022	**Status**
1. Advocate for increased Medication Assisted Treatment (MAT) through mobile services which will help individuals who are without transportation and need the continuing support of MAT. 2. Implement person-centered, recovery-oriented system of care that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports to ease transitions and continuity of care, remove barriers and improve long-term recovery outcomes. 3. Develop communication protocols and Memoranda of Understanding (MOU) across provider and funding entities that will facilitate information sharing that allows for seamless transition of clients from one service or provider to another, based on individualized treatment and recovery plans, with appropriate warm hand-offs.	1. C 2. IP 3. IP
2024	
1. Advocate for options for MAT and evaluate efforts 2. Target efforts to address use disorder and pain to prescribers and support the medical community in peer education. 3. Integrate trauma-informed care. 4. For individuals with serious mental illness allow coordination with family members into the EMBARCC program.	

G. Essential Services Priority Recommendations	
2022	**Status**
1. Develop, identify, and maintain a real-time inventory (dashboard) of affordable, safe housing (recovery, supportive, transitional and permanent) for persons in recovery and other persons in recovery with diverse needs. (I.e. pregnant women, women with children, families, LGBTQ+, MAT, co-occurring).	1. NYS 2. IP 3. NYS

2. Identify and disseminate resources to persons in recovery, providers and others related to technical and career training as well as employment services. 3. Establish an Ombudsman and processes to assist individuals removed from, or at risk of being removed, from their housing.	
2024	
1. Create an up to date list of mental health, substance use and co-occurring recovery oriented care options in the County. 2. Implement a housing pilot program. 3. Support permanent affordable and supportive housing. 4. Encourage medical providers to include social determinants of health in diagnosis. 5. Continue to increase behavioral and mental health supports in the community and in schools.	

H. Evaluation and Monitoring Priority Recommendations	
2022	**Status**
1. Collaborate, coordinate, evaluate and disseminate with the Department of Health (O2DA) to obtain and share timely mental and/or substance disorder related data (i.e. RCI, overdose, Narcan deployment, mobile crisis, ER visits) from hospitals, fire rescue, law enforcement, Health Care District, Southeast Florida Behavioral Health Network and Medical Examiner's Office through a dashboard and other means. 2. Identify entities that are currently not reporting data and advocate for them to be required to do so. 3. Deploy RCI specifically with providers and more broadly in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness.	1. IP 2. IP 3. C
2024	
1. Dashboard for shared data. 2. Evaluate number of MAT options available to individuals. 3. Maximize use of research and RCI data to improve the health and wellness of clients, program participants, policy makers, families, communities, and partners. 4. Expand data collection systems to include data on mental health such as including data from the mobile response teams.	

I. Faith Based Priority Recommendations
2024
1. Engage faith leaders and organizations in the update of the Master Plan and support faith efforts to serve communities. 2. Deploy RCI specifically with faith-based entities in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness. 3. Advocate funding for Pastor Associations to educate church leaders about recovery-centered resources including Hubs, trauma informed care and importance of destigmatizing substance use and behavioral disorders. 4. Identify associations or agencies specific to various faith groups to take the lead in community education for their faith group.

J. Addiction Stabilization Unit Recommendations
2024
1. In partnership with the Health Care District, contract with one emergency department to serve as an addiction stabilization unit and train fire rescue accordingly. 2. Connect emergency services to an outpatient facility and provide case management and social work assistance. 3. Complete an after action review to assess the use of the model and lessons learned.

IV. Foundational Plan Elements

Looking to the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to inform the County's person-centered, recovery-oriented framework is beneficial. SAMHSA defines recovery as a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential (SAMHSA, Recovery).

SAMHSA reports 50.2 million American adults considered themselves to be in recovery from their substance use and/or mental health problems. With 2 in 3 adults who ever had a mental health problem considered themselves to be recovering or in recovery and 7 in 10 adults who ever had a substance use problem considered themselves to be recovering or in recovery.

SAMHSA's defines recovery from mental disorders and/or substance use disorders as a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.

It delineates Four Major Dimensions of Recovery that support a life in recovery as follows:

- **Health** - Overcoming or managing one's disease(s) or symptoms - for example, abstaining from use of alcohol, illicit drugs, and non-prescribed medication if one has an addiction problem- and for everyone in recovery making informed, healthy choices that support physical and emotional well-being.
- **Home -** Having a stable and safe place to live.
- **Purpose** - Conducting meaningful daily activities, such as a job, school volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society.
- **Community** - Having relationships and social networks that provide support, friendship, love, and hope.

SAMHSA also outlines the operational elements of a ROSC as:

- Collaborative decision-making
- Individualized and comprehensive services and supports
- Community-based services and supports
- Continuity of services and supports
- Multiple stakeholder involvement
- Recovery community / peer involvement
- Outcomes-driven
- Adequately and flexibly funded

> Recovery-oriented systems of care (ROSC) are networks of formal and informal services developed and mobilized to sustain long-term recovery for individuals and families impacted by severe substance use disorders. The system in ROSC is not a treatment agency, but a macro level organization of a community, a state or a nation.
>
> William L. White
> Author, Slaying the Dragon
> The History of Addiction Treatment and Recovery in America

Self-determination and self-direction are the foundations for recovery as individuals define their own life goals and design their unique path(s) towards those goals. Individuals optimize their autonomy and independence, to the greatest extent possible, by leading, controlling, and exercising choice over the services and supports that assist their recovery and resilience. It is essential that the individual become an active partner with care providers in their own recovery process.

A. Development Process

The 2024 Plan has benefited from the collective wisdom and expertise of the BHSUCOD and subcommittee members as well as participants from all fields who met regularly to assess and update strategies and goals for it. Many of the contributors are themselves individuals with lived experience, parents of loss, and individuals who work or have worked in the fields of behavioral health and substance use disorders.

Also contributing to this plan were community champions, representatives from non-profit organizations and county agencies and analyses of community cafés, focus groups and input by participants of the County's fifth annual Facing the Crisis events held in September 2023.

The BHSUCOD subcommittees and OBHSUD staff began development of the Plan Update by assessing each of the strategies and objectives from the 2022 Plan.

The 2019 Behavioral Health Assessment (Assessment) was again considered and the following recommendations are affirmed:

- Develop a common language including the ***use of system-wide taxonomies***, data sharing and common outcome measurements.
- Enhance "no wrong door policies and practices" and ***development of a central assessment and care coordination system*** for the community.
- Continue utilization of system-wide evidence-based practices including the ***development of a true Recovery-Oriented System of Care (ROSC)*** and a comprehensive implementation of care coordination and wraparound services.
- Provide ***peer support in other systems*** beyond behavioral health and child welfare. (The Ronik-Radlauer Group., 2019)

Also noted was the fact that while progress has been made through assessing the BHSUCOD's collaborative efforts silos remain and opportunities to improve were identified as follows:

- Expanding efforts to educate the community about behavioral health to increase awareness and decrease stigma;
- Having providers, funders, and other stakeholders work together to address the behavioral health needs in Palm Beach County;
- Break down silos across sectors, populations, and communities;
- Examine outcomes, which is critical to an understanding of the effectiveness and efficacy of services provided; *and*

- Have funders of behavioral health services collaborate through the potential development of shared data and shared outcomes.

The BHSUCOD affirms the Assessment's recommendations that the CSD focus its funding allocations on the Support Services category to include: expanding care coordination to populations that are not considered "high utilizers", encourage wraparound case management for all populations and prioritize funding for individuals and families experiencing co-occurring psychiatric, substance use and other complex conditions.

Currently, there are eight (8) subcommittees designed to align with the BCC's strategic priorities within behavioral health and substance use disorders. The subcommittees are:

1. Prevention and Education
2. Treatment and Recovery
3. Public Policy
4. Justice System and Public Safety
5. Evaluation and Monitoring
6. Essential Services
7. Faith Based
8. Addiction Stabilization Unit

B. Infrastructure

Implementing and operationalizing an integrated, coordinated person-centered, recovery-oriented system of care requires a foundation (i.e., infrastructure) to be in place. This infrastructure must consist of:

- A continuum of care starting with prevention and including early intervention, treatment, and long-term recovery.
- Neutral care coordination.
- Utilization of valid tools to identify appropriate levels of care throughout the continuum.
- Provide for movement across and between levels of care as needed
- Be evaluated and monitored to ensure data are being collected, analyzed and used to inform outcomes, measure the impact and effectiveness of strategies and assess long-term recovery outcomes, and adjust strategies as necessary.

Client satisfaction and measures of wellness through recovery capital indexing also must be obtained to ensure that the focus remains on individualized needs. Accordingly, the system must be able to rely and capitalize on:

- Cross-agency cooperation and communication
- Person-centered individualized planning
- Outcomes as a measure of success, rather than measuring success by completion of treatment

- Funding that emphasizes and supports the development of community-based and accessible (in the broadest sense) resources

Barriers that affect engagement in treatment and recovery, such as premature medical facility discharges, must be continually identified and removed. Providers must recognize the importance of communicating with each other for shared clients and the necessity of collecting and using data to promote genuine and holistic individualized care. Recovery is a journey, regardless of substance used or pathway taken. Treatment is simply a step on the path to recovery that requires planning and individualization of recovery supports. This and building resilience are the key to success and will save lives as well as help reduce repeated cycling in and out of deep-end treatment.

C. **Neutral Care Coordination**

Neutral Care Coordination (NCC) is an essential building block for establishing this *system of care*. It is defined as services provided by a non-conflicted, neutral body functioning as a single point of entry for referrals to providers. Services include assessment, initial level of care determination, referral, and care coordination across a continuum of clinical and non-clinical care, as well as prior authorization and payment of certain care.

Neutral Care Coordination values individualized care and individual choice in development of care plans. Individualized care plans are the primary drivers of care engagement and are aimed at achieving successful, seamless movement along a continuum of clinical care through non-clinical recovery support and social services to improve long-term recovery outcomes.

Neutral care coordinators are not tied to any provider organization and are responsible for assessing and referring individuals based on identified need, rather than based on availability within a particular entity. It incorporates neutrality into "[c]are coordination … deliberately organizing patient care activities and sharing information among all of the participants concerned with a patient's care to achieve safer and more effective care. This means that the patient's needs and preferences are known ahead of time and communicated at the right time to the right people, and that this information is used to provide safe, appropriate, and effective care to the patient". This model is utilized for chronic medical conditions, so substance use disorders, which are chronic health conditions, should be handled in the same manner.

Utilizing an unaffiliated, external, neutral specialist as a care coordinator is the most effective and unbiased way to obtain a true person-centered, recovery-oriented system of care while at the same time contributing to the elimination of unnecessary and duplicative services and repetitive cycling into deep-end treatment without any differences in outcomes. Providing care based on need is expected to free up financial resources that can be invested into community-based care, which is imperative for client access.

Neutral Care Coordination embeds the idea that individuals in recovery do not need the added obstacle of navigating an unconnected set of supports on their own. As such, there must be shared responsibility and accountability across providers to ensure that individuals are seamlessly transferred from the care of one provider to the next in a way that supports the individual and facilitates connection to identified and necessary services and supports.

Neutral care-coordinators can fulfill this role and providers also can support these practices by facilitating warm transfers of their clients, creating an atmosphere of transparency before, during and after such transfers, and by keeping focused on patient needs, choices and outcomes. Regardless of where or when transfers of clients occur, the expectation must be that there is cooperation and communication between providers which takes place electronically, over the phone, face-to-face, or via video-chat.

D. Utilization of Valid Tools to Identify Appropriate Levels of Care

Measurements to assess and inform individualized needs should include but not be limited to the use of the following validated tools and strategies:

- Screening, Brief Intervention, and Referral to Treatment (SBIRT)
- Depression and Suicide screenings
- American Society of Addiction Medicine (ASAM) criteria or Level of Care Utilization System (LOCUS) or child and adolescent level of care utilization system (CA LOCUS) to determine appropriate levels of care
- Completion of the Adverse Childhood Experiences (ACEs) and resiliency questionnaire.
- Completion of the Recovery Capital Index (RCI)
- Use of Motivational Interviewing and trauma informed care.

Throughout an individual's journey of recovery, the neutral care coordinator should continually engage the client to assess if any additional supports or services are needed for recovery as well as to identify and help remove barriers that may make, stall or hinder progress while in recovery. Additionally, there should be regular check-ins to ensure services and supports continue to be effective and needed.

Recovery and peer supports are critical to individual recovery and serve as the underpinning of the system of care model described heretofore. RCOs and RCCs help individuals build relationships, increase their social capital, learn how to apply new or re-learned recreational skills in a sober environment and build confidence in their ability to remain in recovery long-term.

Recovery capital is a concept that respects the entire presence and experience of a person. Most definitions of recovery capital — like the one below — shift the focus from the reasons one has an addiction to the components that promote recovery. "Whether we're in a state of addiction or in a state of recovery, we're still pulling from the same social, economic, and environmental components that promote or hinder wellbeing. Recovery, like life for someone not affected by addiction, is an ongoing dialogue with those components. We can best think of recovery capital as a specialized representation of wellbeing".

> Recovery Capital is the depth and breadth of internal and external resources that can be used by someone to begin and sustain wellness from addiction.
>
> (Granfield & Cloud, 1999).

The RCI is a "scientifically validated survey instrument that provides a multidimensional measure of wellbeing. It effectively measures change regardless of treatment modality or intervention at individual and population levels. Care can be personalized, while individuals see success reinforced." The RCI has also been validated through research and is used to guide treatment and assess recovery.

E. Provision for Movement Across and Between Levels of Care

Anyone who enters the *system of care* should expect to be treated with dignity and in a culturally and linguistically respectful manner. Clients must be assessed holistically to ensure that they have access to what they require in terms of individually identified needs, including, but not limited to: housing, education and/or training for employment, mental health services, substance use treatment, community connections, safe spaces for peer connections, attention to physical health and access to nutritious food and safe water.

F. Evaluate and Monitor Data Collected and Analyze to Inform Outcomes

Required data must be valid, reliable, and timely. For providers that contract with CSD OBH-SUD, data are to be entered into the identified system in the manner called for and at the times required. Data are critical for determining if outcomes are improving and where focus may need to be redirected or intensified. Data should be continually reviewed, shared with individuals and used for decision making. The RCI, a measure of recovery wellness, provides a unique opportunity to engage clients and when combined with motivational interviewing, has the advantage of helping clients hypothesize reasons and possible actions based on what they see from their own results and scores over time.

In addition, gathering data on programs to determine if they are utilizing evidence-based practices. Practices such as trauma-informed care, trauma-informed cognitive behavioral therapy, parent-child interaction therapy, multi-systemic therapy, brief strategic family therapy, or other evidence-based practice models.

G. Contractual relationships

Contracts must focus on short and long-term outcomes, clearly define accountability, expected outputs and outcomes, and provide clear definitions of process metrics, anticipated outcomes measures and expectations of contractors. Contracts must require providers to communicate with each other, share data on common clients with client consent and ensure that each client's voice is heard.

Additionally, identical or substantially similar services should not be provided simultaneously to any individual, nor should any clients receiving services from more than one provider hear conflicting information from multiple providers. Further, clients should not be left to navigate through the system of care (providers, resources, etc.) on their own.

These kinds of tasks are for neutral care coordinators who should be working with individuals, identifying whether services are meeting needs and if not, re-referring and removing any barriers that will help ensure a true "no wrong door" approach. This includes behavioral health and co-occurring conditions as well as complex cases. Contractors must be held accountable fiscally and substantively. Reimbursements or payments are to be clearly supported by documentation according to contractual obligations.

Contracts in behavioral health and substance use disorders must be:

- Transparent on permitted spending and documentation for reimbursement
- Providers must have qualified staff who will work with clients that have complex issues
- Staff must have the capacity and ability to implement services and supports with fidelity
- Staff must be knowledgeable and able to implement effective practices
- Staff must utilize strategies premised on equity and multicultural awareness
- Staff must be able to tailor approaches and strategies on an individualized basis
- Staff must be able to establish short and long term goals with expected outcomes in individualized, person-centered plans
- Programs and services should routinely assess client satisfaction with both the provided services and the specific provider(s) and/or entity and
- Contractors should ensure clients experience smooth transitions with warm-hand-offs.

Client essential needs must be considered and planned for in a recovery-oriented manner. Additionally, when developing a budget utilizing a per-person, per-contact, or per-service as the defined "unit of cost" will not be sufficient. Instead, costs are to be based on quality of services, established recovery-oriented outcomes and quantifiable costs that are directly attributed to an individual and the actual services that were provided.

Services and supports should not only be available to those who can afford them or for individuals that are fortunate enough to get "scholar-shipped in". Implementing a person-centered, recovery-oriented system of care requires a focus on the person's needs and also the acceptance of each individual at the point in time when their individual journey to recovery begins.

VI. Proposed "Theory of Action" for getting to a coordinated person-centered, recovery-oriented system of care.

Beginning with the end in mind, this theory of action provides strategies and steps that will enable Palm Beach County, through neutral care-coordination and a coordinated network of public and private sector providers to realize its goal of implementing a person-centered recovery oriented system of care that is both integrated and coordinated across and between providers. A system that recognizes the importance of looking at individuals holistically and actualizes a "no wrong-door" approach through warm hand-offs and coordinated follow-up care that addresses essential needs and services that support long term recovery.

Typically, a Theory of Action describes how a project or a program is designed and set up. It articulates the mechanisms through which the activities are being delivered, e.g. through which actors (for example, NGOs, government or markets) and following which processes (for example, grants to NGOs disbursed from a challenge fund, provision of technical assistance, advocacy activities, or the establishment of partnerships). (Coffee) Additionally, within each of the following "buckets" the BHSUCOD subcommittees have identified a number of issues and strategies to address them which comprise the roadmap for this Strategic Plan.

A. Opioid Settlement

Palm Beach County has been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the pharmaceutical industry which fueled an opioid epidemic and exacted a high price in overdose deaths as well as significant harm to families, friends and the Palm Beach County community at large. It is only fitting that the Settlement funds realized should be dedicated to effectuating the BCC's aims of establishing a person-centered, recovery-oriented system of care that promotes resilience and recovery. These funds should be appropriated in a targeted way to ensure this aim is achieved and adheres to the Plan Update's mission, vision and values, guiding principles as well as research and evidence.

Issues – Opioid Settlement	
1. Palm Beach County and its residents were harmed by acts of the pharmaceutical industry causing an opioid epidemic. 2. Ensure Settlement funds are appropriately leveraged to address these harms.	
Why	
1. Settlement funds can effectuate establishment of person-centered, recovery-oriented system of care.	
How (strategies)	
1. Provide sustainable resources (essential services) including housing, peer support, care coordination, and flex funds which mirrors the federal COSSUP program. 2. Housing should be focused on stable placement as well as affordability and should include transitional, recovery, supportive living and permanent opportunities for individuals with substance use and mental disorders, returning individuals with justice placements, seniors who are under strict financial pressures and living on fixed incomes and youth aging out of foster care.. 3. Coordination with the Department of Housing and Economic Development, municipalities and other housing funding sources to support expanding housing opportunities for individuals with substance use and behavioral disorders.. 4. Establish a non-conflicted neutral care coordination entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services. 5. Expand Syringe Services Program capacity and opportunities.	

6. Expand comprehensive recovery and treatment services, including MAT, for populations with substance use and co-occurring disorders demonstrating high need and prioritizing pregnant and parenting women. 7. Promote recovery-ready work environments and expand transportation and employment opportunities for individuals with SUD and co-occurring MH conditions. 8. Create public awareness campaigns that promote recovery-ready communities focused on improving mental as well as overall health and wellness in order to build resilience in individuals and communities. 9. Create and/or support community-based education or support services for families, youth, and adolescents at risk for SUD, mental health disorders and any co-occurring MH conditions which builds resilience, recognizes adverse child experiences and is trauma-informed. 10. Expand County's MH/SUD research capacity and enhance its monitoring, surveillance, data collection, and evaluation capabilities in conformance with SAMHSA quality assurance guidelines and other evidence-based methodologies.. 11. Create and/or support community based education to increase awareness and ability to recognize warning signs of different stages for both behavioral and substance use issues. 12. Opioid settlement funds should be spent as follows: 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education 10% on deep-end and crisis care.	
Accountability	
1. Complete monitoring, surveillance and evaluation of initiatives related to Settlement funds. 2. Development tracking systems for essential services initiated through these Settlement funds. 3. Contracts and agreements established with Settlement funds shall integrate recovery capital indexing as well as other health and wellness measures.	

B. Prevention and Education

Evidence-based prevention programs can dramatically reduce rates of substance use and SUD. These programs can also be highly cost-effective. Rigorous evaluations have found many prevention programs are good long term economic investments, returning more to society than they cost. Evidence-based prevention interventions, especially those that focus on early childhood, do more than decrease drug use; they also reduce mental health problems and crime and promote academic motivation and achievement. Thus, these programs can have tremendous, long-term benefits for the children and families they serve, as well as for society as a whole. The Prevention and Education subcommittee's responsibilities are to include, but not be limited to, establishing prevention and harm-reduction activities and education for residents in schools and communities.

Issues – Prevention and Education	
Why	
1. Too many residents are overdosing or dying as a result of substance use disorders. 2. Tailored education, prevention and interventions will provide residents with a better understanding of warning signs of mental and substance use disorders.	
How (strategies)	
2022	**Status**
1. Develop prevention programs at different levels (individual, family, school, faith-based organizations) that are tailored to specific target population needs. 2. Develop, disseminate community readiness surveys and results to inform development of targeted interventions. 3. Create dashboard reporting on current trends and mapping by zip code. 4. Develop a Countywide Strategic Prevention Framework which targets specific community conditions to reduce opportunities for substance use and to enhance healthy lifestyle choices. 5. Educate the community regarding: o Impact of substance use on brain development. o Narcan deployment, safe storage / disposal of prescription drugs (i.e. pill drops and drug take back programs) o How to select providers, avoid unethical providers; and, navigate insurance coverage. 6. Train educators on early warning signs and symptoms of mental and substance use disorders and school nurses on evidence-based assessment screening tools. 7. Advocate for mental illness, substance use disorder and trauma training in schools of medicine and pharmacy; and with emergency room and healthcare professionals, first responders and pharmacists. 8. Develop a Good Samaritan Law public awareness campaign. 9. Establish a media committee responsible for developing a communications plan.	1. IP 2. IP 3. IP 4. C 5. IP 6. IP 7. IP 8. C 9. IP
2024	
1. Engage community (youth included) and professionals reflective of Palm Beach County to participate, increase awareness, and ensure ongoing voice and choice. 2. Foster partnerships among schools, mental health organizations, healthcare providers, and community groups to create a network of support for youth mental health.	

3. Support/enhance integrated services in Palm Beach County schools. 4. Support various outlets in community locations that are easily accessible for youth to express and receive support for their behavioral health needs including the arts, exercise, parks, etc. 5. Advocate for family trainings and programs in schools and community-based spaces (recreation centers, religious institutions, grassroots organizations) where families are already. 6. Rethink how providers can be available to deliver services so they are inclusive and meet the diverse needs of the community. 7. Develop non-traditional supports, like peer-to-peer support, to enhance the care system, offer more paths to help, and combat workforce shortages. 8. Support campaigns like the Get Your Green On campaign to spread awareness, encourage open discussion about mental health and trauma, and destigmatize challenges. 9. Educate on Adverse Childhood Experiences (ACEs) and the need for trauma-informed care. 10. Emphasize the importance of coping and self-care plans in building resilience. 11. Support behavioral health technicians' curriculum for high school students and promote MH and SUD professional internships. 12. Expand and support mental health first aide with a goal of one in fifteen citizens in Palm Beach County trained in MHFA, youth MHFA, or other versions.	
Accountability	
1. Track trainings and activities provided and detail type, target audience, number of participants, and outcomes achieved, demographics of participants, location of activity and feedback from community. 2. Track community readiness activities and detail assessments conducted, target community, and any outcomes achieved. 3. Track progress and completion of the Strategic Prevention Framework. 4. Track progress and completion of other prevention and education strategic objectives.	

C. Public Policy

Public policy seeks to define issues and implement strategies that will produce a measurable and positive result for the general public. It defines a problem, gathers evidence, identifies causes, reviews any current policies, and strategizes solutions that anticipate the social response. Careful consideration of benefits and costs are key factors in implementing a policy that will elicit a positive, measurable outcome. The Public Policy

subcommittee's responsibilities are to include, but not be limited to, identifying, reviewing, and monitoring related public policies and legislation; and engaging, educating, and informing public officials, key strategic partners and constituency members in advancing sound public policy.

Issues – Public Policy	
1. Need for better alignment of behavioral health system of care entities to effectuate collaborative budgeting and planning and implementation of the Board's strategic aim to establish a person-centered, recovery-oriented system of care that is readily accessible and integrated. 2. There is no enforcement of the federal mental health parity law. 3. Mental and substance use disorder providers are currently regulated by the Department of Children and Families (DCF) which is regulatory inconsistent when these disorders are viewed as a primary health issue and should be moved from DCF to the Department of Health. 4. Add membership to BHSUCOD for individuals or family members of individuals with significant mental illness.	
Why	
1. Mental Health Parity enforcement will allow County residents to have reliable access to a wide range of mental health, substance use and co-occurring disorder services; a choice of providers; and, be given recourse to effectively challenge caps on services. 2. Consistent with the charge of the advisory committee as stated in the county resolution "to enhance the County's capacity and effectiveness in formulating comprehensive, integrated, and effective behavioral health, substance use and co-occurring disorders prevention, treatment, support, and recovery policies."	
How (strategies)	
2022	**Status**
1. BCC enactment of ordinance designating lead entity granting it leadership, budget, planning and monitoring authority. 2. Advocate for the reinstatement of statewide Drug Czar's Office and dedicated funding for it. 3. Advocate for policies and legislation which advance person-centered, recovery-oriented systems of care that are readily accessible and integrated. 4. Advocate for policies and legislation that improve standards of care including: integration of behavioral and primary health care; adoption of standards of care that are person-centered and recovery-oriented aimed at improving long-term outcomes; and, requirements needed for provider licensure.	1. C 2. C 3. IP 4. IP 5. IP 6. IP 7. NYS 8. C 9. C

5. Advocate for Medicaid expansion. 6. Educate the community on how to report non-compliance with parity laws. 7. Transfer regulatory responsibility for mental and substance use disorder services from Department of Children and Families to the Department of Health. 8. Advocate that the Florida Opioid Abatement Task Force have at least one physician and at least one representative from an organization that works with individuals with mental, substance use and/or co-occurring disorders and at least one person to represent parents of loss, individuals with lived experience, or individuals in recovery. 9. Develop spending plan for settlement funds that is strictly for funding mental health, substance use and co-occurring disorder services.	
2024	
1. Recommendation to BCC that the County lead and/or support comprehensive planning process between the managing entity, Health Care District to drive alignment, coordination, shared commitments, shared accountability, and clarify roles and responsibilities. 2. Engage Palm Beach County policy makers by disseminating Plan and its recommendations. 3. Research, evaluate and recommend changes to federal law mandating 20 year sentence for individuals convicted of death or injury as a result distributing illicit drugs.	
Accountability	
1. Track progress and enactment of legislation: o Designating a County lead entity. o Making parity enforceable. o Placing Mental Health and Substance Use Disorders under the State Department of Health. o De-criminalizing fentanyl test strips. o Expanding Baker and Marchman Act. o Expanding housing inventory for persons in recovery. 2. Track progress of Florida Opioid Abatement Task Force recommended membership. 3. Track progress on Opioid Settlement Plan for funding mental health, substance use and co-occurring disorder services. 4. Track progress and completion of other public policy strategic objectives.	

D. Justice System and Public Safety

Individuals with mental and substance use disorders involved with the criminal justice system has enormous fiscal, health, and human costs and remain a challenge. It is well known, many offenders with mental and substance use disorders still do not receive treatment during incarceration. This is not only a disservice to the offenders and their families; it is a threat to public safety. Diverting these individuals away from jails and prisons and toward more appropriate and culturally competent community-based care must be an essential component of any strategies aimed eliminating unnecessary involvement in the criminal justice system.

Issues – Justice System and Public Safety	
1. Low utilization of drug- and related courts and lack of diversion services to decrease criminalization of substance use disorders and/or co-occurring disorders. 2. Individuals released from incarceration frequently do not remain engaged in services and often recidivate due to a lack of stable housing, support services and care coordination. 3. Law enforcement transport of individuals in mental health crisis.	
Why	
1. County correctional facilities and law enforcement personnel have become a de-facto system of care that is expensive, promotes inequity and does not promote recovery.	
How (strategies)	
2022	**Status**
1. Identify / develop alternative community placements in areas where there are few if any available. 2. Identify and provide sustainable resources (essential services) for individuals re-entering the community such as those provided through the Community Services Department's federal grant research project, Comprehensive Opioid, Stimulant, Substance Abuse Program (COSSAP). (Housing and peer support, care coordination, flex funds). 3. Develop plan to expand law enforcement partnerships and data access to increase ability to target over-prescribers. 4. Advocate for the Palm Beach County Sheriff's Office to carry and use Narcan when responding to overdose calls.	1. IP 2. IP 3. C 4. C
2024	
1. Work with law enforcement and courts to intervene with offenders' misdemeanors earlier and provide treatment options. 2. Demonstrate results through efforts like COSSUP and MAPS. 3. Fund more peer-to-peer efforts in SUD, MI, justice and corrections.	
Accountability	

1. Track diversion programs and maintain a system that will enable appropriate referrals, real-time availability and criteria for enrollment. 2. Track numbers of individuals who are enrolled in diversion programs and related outcomes. 3. Track progress and completion of other justice system and public safety strategic objectives.	

E. Treatment and Recovery

Individuals with mental and substance use disorders involved with the criminal justice system has enormous fiscal, health, and human costs and remain a challenge. It is well known, many offenders with mental and substance use disorders still do not receive treatment during incarceration. This is not only a disservice to the offenders and their families; it is a threat to public safety. Diverting these individuals away from jails and prisons and toward more appropriate and culturally competent community-based care must be an essential component of any strategies aimed eliminating unnecessary involvement in the criminal justice system. The Treatment and Recovery subcommittee's responsibilities are o include, but not be limited to, establishing a coordinated Recovery-Oriented System of Care (ROSC); integrated behavioral health; expanding Peer Recovery Support Services (e.g., Recovery Community Organization/Recovery Community Centers (RCO/RCCs); access to Medication-Assisted Treatment (MAT); and creating a neutral care coordination entity.

Issues – Treatment and Recovery	
1. On-going silos when it comes to client care and fragmentation/disjointed care from multiple treatment, social and recovery support providers. 2. Determinations of client treatment that are based on the services available at a particular provider, rather than on individualized needs; 3. Ineffective transitioning of clients from one level of care or one service provider to another. 4. Lack of timely sharing of needed treatment information among providers. 5. Lack of monitoring and follow-up to ensure client engagement. 6. Lack of accountability and agreed upon responsibilities among multiple treatment, social and recovery support providers serving one client. 7. Getting access to care at reasonably comparable reimbursement rates and overcoming hurdles such as a lack of transportation to get to a provider are barriers to getting help for behavioral health, substance use and/or co-occurring disorders. 8. Having the right type of treatment at the right time for clients is a barrier to obtaining the services and supports needed to get to recovery.	

9. Insurance can often be a barrier to obtaining needed services and it can also restrict the number of days that services are able to be provided. 10. Lack of detoxification services for benzodiazepines. 11. There are insufficient recovery support services (i.e. housing, transportation) for persons discharged from the Addiction Stabilization Unit and provider settings. 12. Where and how individuals get to services and supports for care and treatment of behavioral health and/or substance use disorders is too frequently based on where and by whom they are screened and assessed for services, treatment, or care.	
Why	
1. A "no wrong-door" person-centered, recovery-oriented system of care approach will help identify and remove barriers (including access related barriers) and serve as a bridge between providers and needed recovery supports. 2. Without reasonable reimbursement rates, the few existing providers will not provide needed services and getting help will be more difficult, especially with provider shortages. 3. Access to properly trained providers who have availability is a critical prerequisite for clients seeking care that is person-centered and recovery oriented. 4. Without sufficient coverage, many individuals are challenged to find providers that will work with them and/or have choices limited by the availability of providers who are able to work with a client and obtain a scholarship on their behalf. 5. PBC residents will be able to access individually identified services that are based on person-centered informed choice and individualized recovery plans	
How (strategies)	
2022	**Status**
1. Implement person-centered, recovery-oriented system of care that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports to ease transitions and continuity of care and remove barriers. 2. Reimburse virtual care at competitive rates and that are comparable to face-to-face rates in order to increase the number of potential clients that will be able to secure behavioral health services. 3. Advocate for increased Medication Assisted Treatment (MAT) through mobile services which will help individuals who are without transportation and need the continuing support of MAT.	1. IP 2. C 3. C 4. IP 5. IP 6. IP 7. IP 8. IP 9. IP 10. IP 11. IP

4. Utilize medical detailing to educate physicians and emergency room personnel on MAT and Screening, Brief Intervention and Referral to Treatment (SBIRT). 5. Educate the community about MAT, including non-traditional partners and the faith-based community. 6. Educate providers on prescription monitoring. 7. Engage post-secondary institutions and other entities to recruit and educate students to become licensed and certified clinicians. 8. Identify and provide training opportunities in evidence-based, evidence-informed promising practices. 9. Identify and develop alternative funding sources for un- or under- insured individuals. 10. Engage and educate health insurers about mental, substance use and co-occurring disorders and co-occurring disorders which will involve community members in outreach efforts. 11. Engage the recovery community to recruit and educate persons with lived experience to become Certified Recovery Peer Specialist (CRPS). 12. Develop policies and trainings for neutral care coordination that will ensure essential skills related to the implementation of the County's system of care model. 13. Collaborate and coordinate across entities serving individuals with substance use disorders and/or co-occurring mental health and substance use disorders 14. Develop communication protocols and Memoranda of Understanding (MOU) across provider and funding entities that will facilitate information sharing that allows for seamless transition of clients from one service or provider to another, based on individualized treatment and recovery plans, with appropriate warm hand-offs.	12. IP 13. IP 14. IP
2024	
1. Advocate for options for MAT and evaluate efforts 2. Target efforts to address use disorder and pain to prescribers and support the medical community in peer education. 3. Integrate trauma-informed care. 4. For individuals with serious mental illness allow coordination with family members into the EMBARCC program.	
Accountability	
1. Develop and maintain resource that identifies programs that are available, criteria for acceptance into programs, types of services and how to access programs (i.e., referrals to whom and how to ensure referral is acted upon.)	

2. Develop MOU related to data sharing across agencies. 3. Track number of individuals served by the ASU and related outcomes. 4. Track number of warm-handoffs through neutral care coordination and related outcomes. 5. Track status and implementation of neutral care coordination proposal. 6. Track progress and completion of other treatment and recovery strategic objectives.	

F. Essential Services

Essential Services (formerly Ancillary Services) more accurately reflects the critical nature of key long-term predictors of long-term recovery outcomes (i.e. housing stability, employment, strong family/society connection, altruism) to achieving the BCC's aim to establish a person-centered, recovery-oriented system of care that is readily accessible and integrated. These and other predictors are also referred to as social determinants of health which are conditions in the environments people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Social determinants have a major impact on health outcomes-especially for the most vulnerable populations and must be considered when providing person-centered, recovery-oriented care. Thus, when resources are available to overcome negative social determinants of health, they can have a significant impact on individual and population health outcomes. The Essential Services subcommittee's responsibilities are to include, but not be limited to, advancing social determinants of health such as food, housing, employment, education, access to medical care, and the collateral consequences of criminal justice involvement.

Issues – Essential Services	
1. Insufficient inventory of available, affordable, safe housing (recovery, supportive, transitional and permanent) for persons in recovery and other persons in recovery with diverse needs. (i.e. pregnant women, women with children, families, LGBTQ+, MAT, co-occurring) 2. Lack of awareness of existing career and job assistance programs.	
Why	
1. Sufficient inventory of safe, supportive, affordable, alcohol and drug-free housing and employment opportunities are key predictors of long-term recovery outcomes.	
How (strategies)	
2022	**Status**

1. Collaborate with Florida Association of Recovery Residences and the State Attorney Addiction and Recovery Task Force to oversee recovery residences and deploy Recovery Capital Indexing. 2. Collaborate with Oxford House to include its inventory in accounting of available, affordable, safe housing and substance-free living spaces. 3. Develop, identify, and maintain a real-time inventory (dashboard) of affordable, safe housing (recovery, supportive, transitional and permanent) for persons in recovery and other persons in recovery with diverse needs. (I.e. pregnant women, women with children, families, LGBTQ+, MAT, co-occurring). 4. Develop respite capacity lost because of Ted's Place closure to include housing first like options for those actively using. 5. Establish an Ombudsman and processes to assist individuals removed from, or at risk of being removed, from their housing. 6. Establish a recovery high school program. 7. Identify and disseminate resources to persons in recovery, providers and others related to technical and career training as well as employment services. 8. Educate the recovery community about existing and emerging public transportation services programs. 9. Conduct Americans with Disabilities Act (ADA) trainings.	1. IP 2. IP 3. NYS 4. IP 5. NYS 6. NYS 7. IP 8. IP 9. NYS
2024	
1. Create an up to date list of mental health, substance use and co-occurring recovery oriented care options in the County. 2. Implement a housing pilot program. 3. Support permanent affordable and supportive housing. 4. Encourage medical providers to include social determinants of health in diagnosis. 5. Continue to increase behavioral and mental health supports in the community and in schools.	
Accountability	
1. Track progress and completion real-time inventory of available, affordable, safe housing homes. 2. Track progress and completion of career preparation and employment services resources made available for persons in recovery. 3. Track progress and completion of other essential services strategic objectives.	

G. Evaluation and Monitoring

Evaluation and monitoring are critical for assessing the range of interventions being implemented to mental and substance use disorders. It helps determine exactly when an intervention is on track and when changes may be needed. Evaluation and monitoring are also used to demonstrate that efforts have had a measurable impact on expected outcomes and have been implemented effectively. It is essential in helping managers, planners, implementers, and policy makers acquire the information needed to make informed policy and programmatic decisions; guide strategic planning; design and implement programs; and allocate resources. The Evaluation and Monitoring subcommittee's responsibilities are to include, but not be limited to, implementing a Recovery Capital instrument; measuring and tracking treatment outcomes across the care continuum using advanced analytics to establish evidence-based best practices; increasing Committee member participation in monitoring of publicly funded treatment and recovery programs and services.

Issues – Evaluation and Monitoring	
1. Numerous gaps and barriers still remain for obtaining data needed to see the trends and determine areas in which additional focus and attention. 2. Historic treatment outcome data (i.e. successful treatment discharge) is not a reliable measure related to the County's goal of improving long-term recovery outcomes and quality of care.	
Why	
1. Without data it is not possible to see patterns and trends and make data-informed decisions.	
How (strategies)	
2022	**Status**
1. Collaborate, coordinate, evaluate and disseminate with the Department of Health (O2DA) to obtain and share timely mental and/or substance disorder related data (i.e. RCI, overdose, Narcan deployment, mobile crisis, ER visits) from hospitals, fire rescue, law enforcement, Health Care District, Southeast Florida Behavioral Health Network and Medical Examiners Office through a dashboard and other means. 2. Identify entities that are currently not reporting data and advocate for them to be required to do so. 3. Deploy RCI specifically with providers and more broadly in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness.	1. IP 2. IP 3. C 4. IP

4. Utilize Overdose Mapping (High Intensity Drug Trafficking Areas (HIDTA)) data.	
2024	
1. Dashboard for shared data. 2. Evaluate number of MAT options available to individuals. 3. Maximize use of research and RCI data to improve the health and wellness of clients, program participants, policy makers, families, communities, and partners. 4. Expand data collection systems to include data on mental health such as including data from the mobile response teams.	
Accountability	
1. Track progress and completion of data dashboard. 2. Track utilization of RCI surveys and the number of housing, education and employment opportunities that have been initiated and provided based on needs identified through the survey results. 3. Review and analyze data and prepare quarterly reports to the Advisory Committee which addresses data quality and additional data needs. 4. Track progress and completion of other evaluation and monitoring strategic objectives.	

H. Faith-based

Faith, spirituality and altruism play an important role in achieving long-term recovery outcomes. Faith and community leaders are often the first point of contact when individuals and families face substance use, mental and co-occurring disorders. The Faith-based subcommittee's responsibilities are to include, but not be limited to, advancing inter-faith understanding of mental illness and substance use disorder and the important role of faith communities in a recovery oriented system of care environment.

Issues – Faith-based	
1. Faith leaders have developed innovative strategies like Recovery Church to serve as a point of entry and support for substance use disorder and behavioral health.	
Why	
2. The faith-based community in Palm Beach County plays a pivotal role in community efforts as part of a ROSC.	
How (strategies)	
1. Engage faith leaders and organizations in the update of the Master Plan and support faith efforts to serve communities.	

2. Deploy RCI specifically with faith-based entities in the community in order to collect data to determine success in achieving improvements in long-term recovery outcomes as well as overall community wellness. 3. Advocate funding for Pastor Associations to educate church leaders about recovery-centered resources including Hubs, trauma informed care and importance of destigmatizing substance use and behavioral disorders. 4. Identify associations or agencies specific to various faith groups to take the lead in community education for their faith group.	
Accountability	
1. Track engagement of faith based leaders in subcommittees and the Advisory Committee. 2. Track utilization of RCI surveys competed through faith based entities.	

I. Addiction Stabilization Unit (ASU)

The ASU is a unique public-private partnership designed to address the immediate and critical care of individuals experiencing medical emergencies due to opioid or other substance use disorders. The model as originally designed, provided a central location with an emergency room component that allowed for lifesaving overdose intervention delivered within the ASC and a "warm hand off" to an adjacent outpatient clinic operated by Health Care District where medication for opioid disorder and other medication assisted treatments and behavioral health services could be initiated or continued by a specialized, addiction-trained medical team. The ASU subcommittee is responsible for working with the Palm Beach County Health Care District to review ASU patient care and related matters as well as make recommendations related to such when appropriate.

Issues – Addiction Stabilization Unit	
1. Evidence based practice indicates that specialized emergency services with a "warm hand off" are especially effective with overdose patients. 2. Connecting patients to an outpatient center avoids subsequent overdose and use patterns. 3. Community concern about fidelity to the ASU model as it was initially operationalized.	
Why	
1. Palm Beach County needs a model where fire and rescue agencies bypass the closest hospital to transport overdose patients to an emergency department that specializes in substance use disorder.	
How (strategies)	
2024	

1. In partnership with the Health Care District, contract with one emergency department to serve as an addiction stabilization unit and train fire rescue accordingly. 2. Connect emergency services to an outpatient facility and provide case management and social work assistance. 3. Complete an after action review to assess the use of the model and lessons learned.	
Accountability	
1. Track utilization of services each month. 2. Monitor use by social determinant of health status and follow up.	

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BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER PLAN 2024

Advancing a Resilience and Recovery Ecosystem of Care
One Initiative, One Indicator at a Time

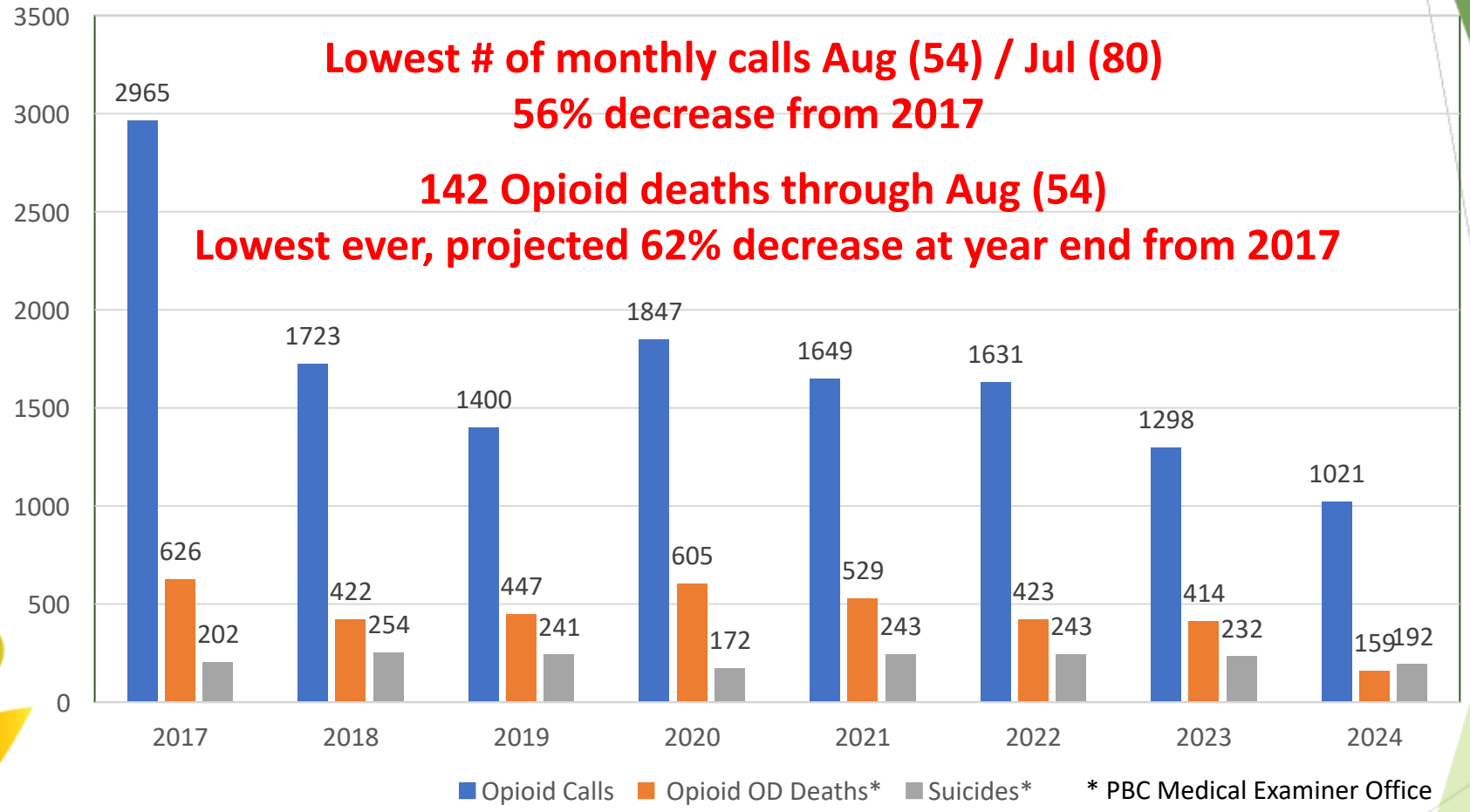
Palm Beach County
Board of County Commissioners
October 22, 2024

Palm Beach County COMMUNITY SERVICES
Helping People Build Better Communities

Milestones

2017	BCC approves Opioid Response Plan
2018	Office of Behavioral Health and Substance Use Disorder established
2019	BCC approves inter-local agreement / Health Care District opens ASU
2019 - 2024	BCC sets Behavioral Health and Substance Use Disorders as strategic priority - Establish person-centered, recovery-oriented system of care (ROSC)
2019	PBC cross-departmental team established
2019	Opioid response steering committee established
2020	Comprehensive, Opioid, Stimulant, Substance Use Program established
2020	Neutral Care Coordination pilot established
2020	BCC approves syringe services program ordinance
2021	Syringe Services Program launched
2021	Recovery Community Hub at Delray opened
2022	BCC approves opioid settlement agreement with State of Florida
2022	BCC approves Substance Use and Mental Disorders Plan Update 2022
2022	BCC establishes Behavioral Health, Substance Use and Co-occurring Disorders Advisory Committee
2024	Advisory Committee approves Plan 2024 / BCC workshop Plan review

Fire Rescue Opioid Calls / Opioid Overdose Deaths Suicides



211 MH SUD CALLS (9/23-9/24)	Crisis Intervention / Suicide	Mental Health Services
16,005 (21.3%)	7,677 (48% of MH/SUD)	5,552 (34.7% of MH/SUD)

2023

THE STATE OF MENTAL HEALTH IN AMERICA

MHA Mental Health America

Florida

Adults

Any Mental Illness (Rank 1)

17.49% of population (2,985,000 adults)

Range from: 17.49% (FL) to 29.68 % (UT)

Substance Use Disorder (Rank 11)

14.81% (2,541,000 adults)

Ranges from: 11.31% (GA) to 21.21% (DC)

Youth

At Least One Major Depressive Episode (Rank 13)

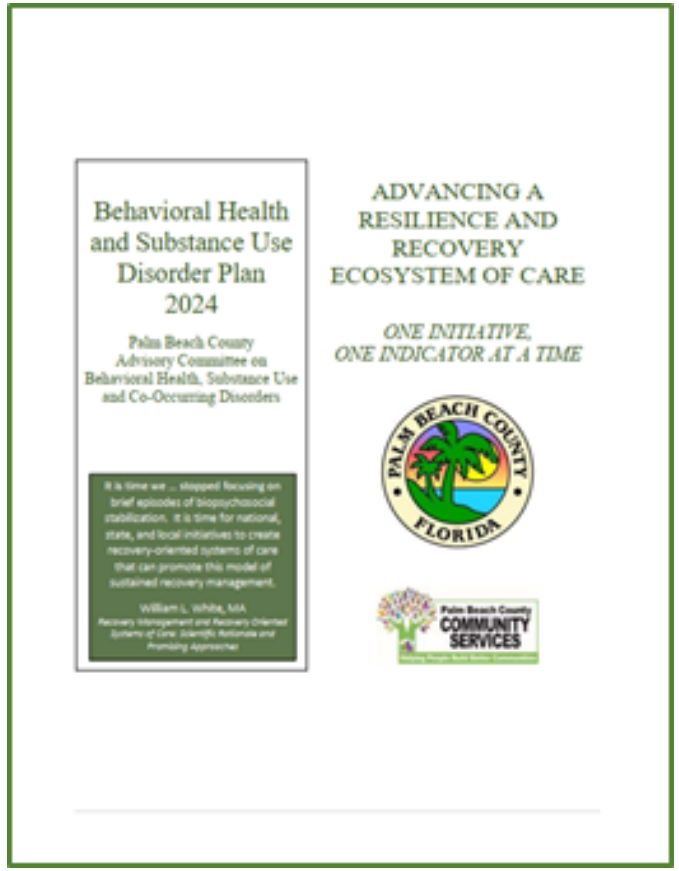
15.51% (225,000 youth)

Ranges from: 12.57% (NJ) to 21.13% (OR)

Substance Use Disorder (Rank 13)

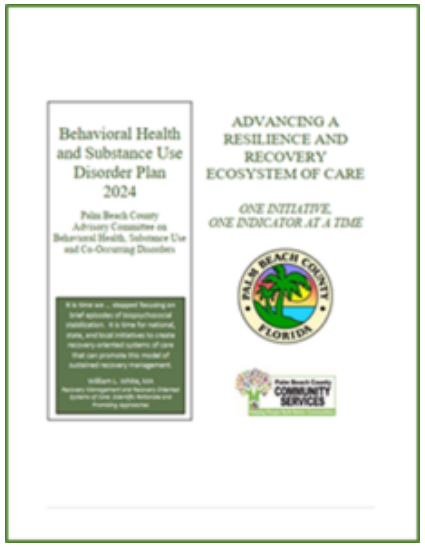
5.99% (87,000 youth)

Ranges from: 3.94% (DC) to 9.05% (KS)



Structure

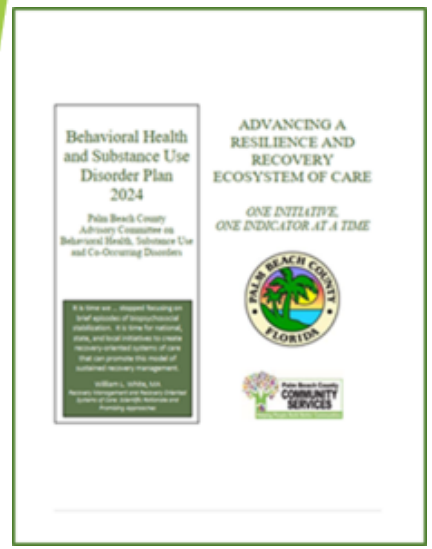
- Executive Summary
- Reviewing Progress
- Priority & Opioid Settlement Recommendations
- Foundational Plan Elements
- Proposed Theory of Action
- Appendices



Mission and Vision

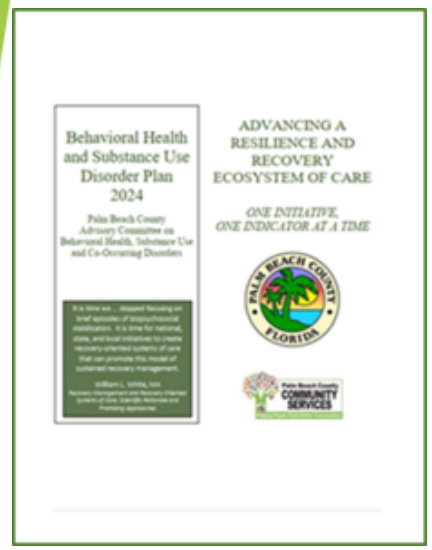
1. Mission: To ensure access to individualized person-centered, recovery-oriented care and supports through integrated and coordinated services using a “no-wrong door” approach for all Palm Beach County residents in need.

2. Vision: To have a fully integrated and coordinated person-centered, recovery-oriented system of care (ROSC) that employs neutral care coordination and recovery as well as peer supports that focus on:
   - Individual needs and assessment of each person holistically.
   - Evaluation of personal resiliency and risk factors utilizing recovery capital indexing.
   - Strength-based, accessible and available services to any person seeking improved outcomes for mental illness, substance use and/or co-occurring disorders.



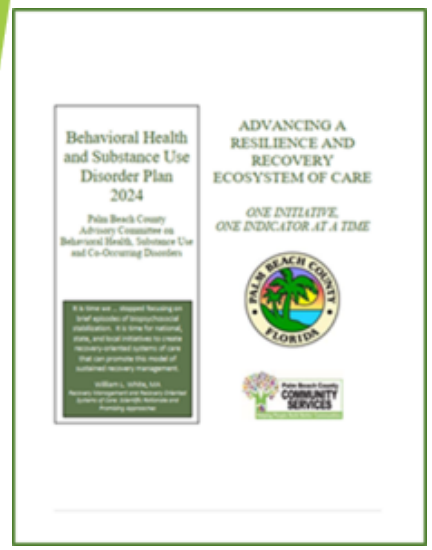
Overarching Priority Recommendations

1. Recommend to BCC that the County lead and/or support comprehensive planning process between partners to drive alignment.
2. Advocate for policies and legislation which advance person- centered, ROSC and essential services.
3. Identify and provide essential services such as housing, peer support, care coordination, flex funds found in County's COSSUP project.
4. Implement person-centered, ROSC that is readily accessible and integrated inclusive of Neutral Care Coordination; Care Provider Network and Recovery Supports.



Opioid Settlement and Subcommittee Priority Recommendations

- Subcommittees made a comprehensive set of recommendations in seven strategic areas and identified strategic area priorities from which overarching priorities were identified.
- The Advisory Committee made a set of opioid settlement recommendations which align with the overarching high priorities and the strategic area priorities.



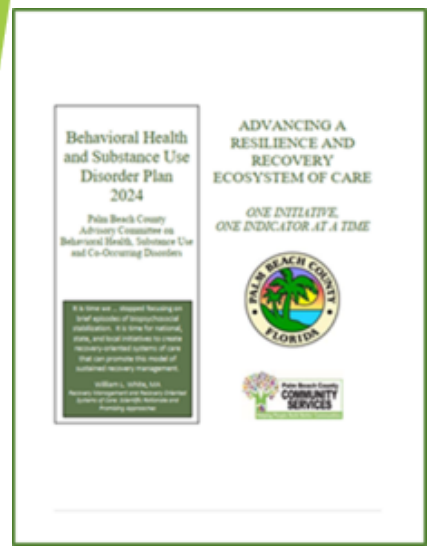
Opioid Settlement Recommendations

- Opioid settlement funds should be spent as follows: 90% on social determinants of health prioritizing housing, recovery supports, care coordination and environmental strategies to include youth, families and community education and 10% on deep-end services and crisis care.



Conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

Centers for Disease Control and Prevention

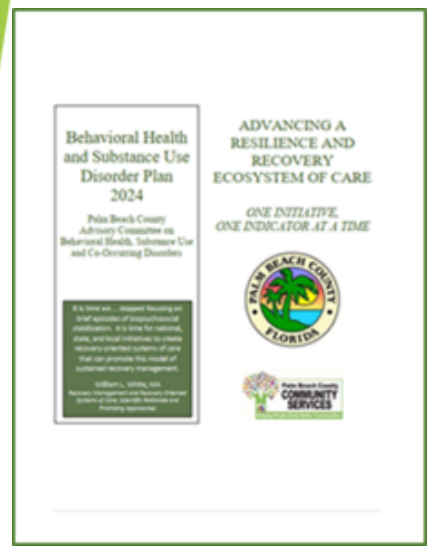


Opioid Settlement Recommendations

- Provide sustainable resources (essential services) including housing, peer support, care coordination, and flex funds which mirrors the federal COSSUP program.

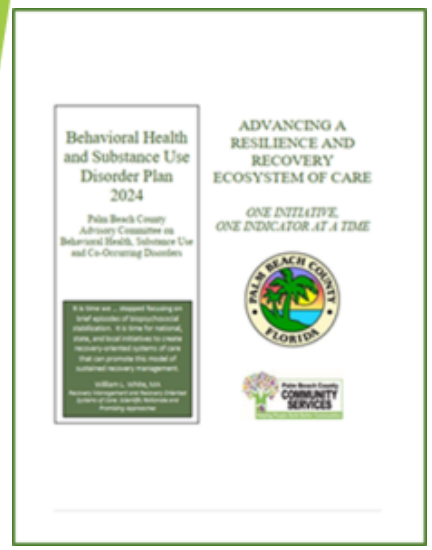
- Housing should be focused on stable placement as well as affordability and should include transitional, recovery, supportive living and permanent opportunities for individuals with substance use and mental disorders, returning individuals with justice placements, seniors who are under strict financial pressures and living on fixed incomes and youth aging out of foster care.

- Coordination with the Department of Housing and Economic Development, municipalities and other housing funding sources to support expanding housing opportunities for individuals with substance use and behavioral disorders.



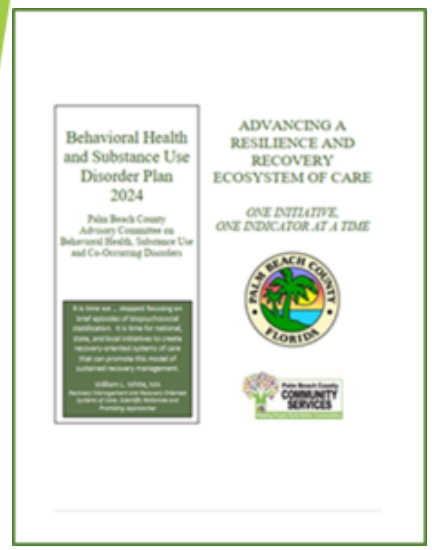
Opioid Settlement Recommendations

- Establish a non-conflicted neutral care coordination entity serving as a single point of contact providing assessment, level of care determination, referral, prior authorization and payment of certain care, and, care monitoring across clinical and non-clinical recovery support and social services.
- Expand Syringe Services Program capacity and opportunities.
- Expand comprehensive recovery and treatment services, including MAT, for populations with substance use and co-occurring disorders demonstrating high need and prioritizing pregnant and parenting women.
- Promote recovery-ready work environments and expand transportation and employment opportunities for individuals with SUD and co-occurring MH conditions.



Opioid Settlement Recommendations

- Create public awareness campaigns that promote recovery-ready communities focused on improving mental as well as overall health and wellness in order to build resilience in individuals and communities.
- Create and/or support community-based education or support services for families, youth, and adolescents at risk for SUD and any co-occurring MH conditions which builds resilience, recognizes adverse child experiences and is trauma-informed.
- Expand County's MH/SUD research capacity and enhance its monitoring, surveillance, data collection, and evaluation capabilities in conformance with SAMHSA quality assurance guidelines and other evidence-based methodologies.
- Create and/or support community based education to increase awareness and ability to recognize warning signs of different stages for both behavioral and substance use issues.



RESILIENCE & RECOVERY ECOSYSTEM OF BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER CARE

SAMHSA definition of recovery from mental disorders and/or substance use disorders:

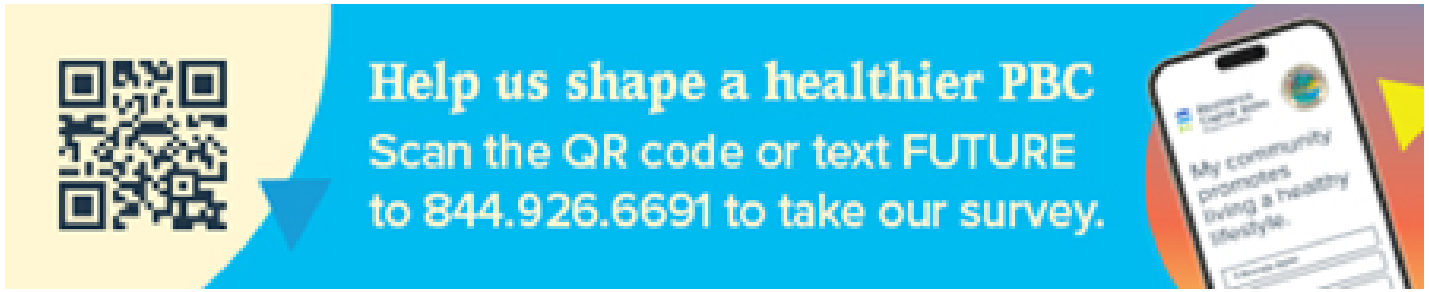
"A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential."

Dimensions supporting a life in recovery:
Health / Home / Community / Purpose

Resilience is a key component of recovery



Integrating and Measuring Resilience and Risk



Personal Capital
General Health
Mental Wellbeing
Nutrition
Employment
Education
Housing Situation
Transportation
Clothing
Financial

Social Capital
Family Support
Significant Other
Social Support
Social Mobility
Healthy Lifestyle
Access to Healthcare
Safety

Cultural Capital
Beliefs
Spirituality
Sense of Purpose
Cultural Relevance
Sense of Community
Values

Risk	
Financial Wellbeing	42.1
Employment	48.8
Housing and Living	50.5
Transportation	54.9
Access to Healthcare	56.1

12,669 RCI surveys
Dec. 2019 – Aug. 2024

Resilience	
Sense of Purpose	82.5
Beliefs	75.2
Values	73.3
Spirituality	71.4
Safety	71.4

Integrating and Measuring Resilience and Risk Mapping SDOH to RCI Indicators -2024

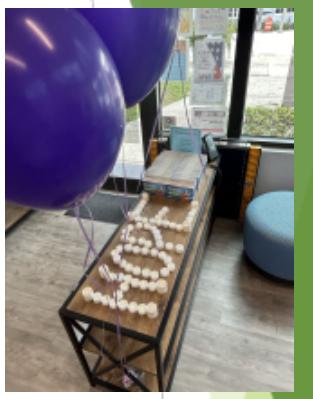
SDOH Area	Economic Stability	Education	Health and Health Care	Neighborhood and Built Environment	Social & Community Context
	Employment	Education	General Health	Housing and Living	Social Network
RCI Indicators	Financial Wellbeing	Knowledge and Skills Component	Access to Healthcare	Transportation	Social Support
	Housing and Living	Safety	Mental and Emotional Wellbeing	Safety	Community Connection
	Basic Needs Component	Healthy Lifestyle	Health and Wellness Component Nutrition	Community Connectedness	Values
	53.6	**61.1**	**69.9**	**63.5**	**70.4**

A Journey of Recovery, Resilience and Renewal: Palm Beach County
National Recovery Month, September 2024



















Next Steps

- Research and set program and initiative standards, outcomes and measures in coordination with Advisory Committee and subcommittees
- Notice of Funding Opportunities released
- Contracts executed
- Monitoring and evaluation
- Reporting to BCC, Advisory Committee, FL Dept. of Children and Families
- Master Plan update 2025

Palm Beach County COMMUNITY SERVICES
Helping People Build Better Communities



Q & A

Palm Beach County
COMMUNITY SERVICES
Helping People Build Better Communities

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Finance

ITEM #4: Resolution No. 2024-64 Budget Amendment

SUMMARY: The staff has requested that the Village Council consider a $452,538 General Fund Budget transfer from the Police Department to Planning, Zoning & Building and an appropriation of $500,000 utilizing a fund balance from the Water and Sewer fund to create a contingency account and create a GIS position. The budget transfer would organizationally and financially move the funding sources from Police to Planning, Zoning, and Building for the Code Enforcement Department made up of five (5) full-time employees and 1 part-time employee.

Additionally, the budget transfer creates a contingency fund for the Water and Sewer fund utilizing the appropriated fund balance to support operational business practices. From the contingency amount, utilities will be funding a GIS position that was previously appropriated in the IT department.

Lastly, the budget transfer re-allocates ARPA funds from Stormwater to the General Fund.

If approved, the proposed budget transfer would amend the following department budgets based on actual and estimated cost projections for the remainder of the fiscal year.

* PZB - Increase $452,538
* Police Department - Decrease $452,538
* Public Works - Increase $894,094
* Water and Sewer - Increase fund by $500,000 utilizing fund balance
* Stormwater- Decrease ARPA Transfer by $894,094

FISCAL IMPACT:
The overall fiscal impact is a decrease to the Stormwater Fund in the amount of $894,094, an increase to the Water Sewer Fund by $500,000.00 and an increase to the General Fund Public Works Dept by $894,094. Additionally, a transfer from Public Safety to PZB in the amount of $452,538.

ATTACHMENTS:
1. Resolution No. 2024-64 Budget (Transfer) Amendment
2. Budget Amendment
3. Budget AD Amendment

RESOLUTION NO. 2024-64

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET TRANSFER AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FROM POLICE DEPARTMENT TO PLANNING, BUILDING AND ZONING DEPARTMENT, AMEND THE STORMWATER FUND TO RE-ALLOCATE TRANSFERS FROM ARPA FUNDS IN THE AMOUNT OF $894,094 TO THE PUBLIC WORKS DEPARTMENT IN THE GENERAL FUND AND AN APPROPRIATION OF $500,000 UTILIZING A FUND BALANCE FROM THE WATER AND SEWER FUND TO CREATE A CONTINGENCY ACCOUNT AND CREATE A GIS POSITION DURING THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2024 Annual Operating Budget, pursuant to Ordinance No. 2024-08 on September 26, 2024; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2024 2025 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2024-2025 Amended Annual Operating Budget set forth herein serves a valuable public purpose.

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

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

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

Section 3. The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2024-2025.

Section 4. 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:

	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 the Resolution duly passed and adopted this ____ day of November 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

_____
Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
41336-59900	Contingency	$ -	$ 500,000.00		$ 500,000.00
41003-38905	Appropriated Fund Balance	$ 11,363,345.00	$ 500,000.00		$ 11,863,345.00
					$ -
01229-51200	Regular Salaries	$ 6,723,415.00		$ 284,568.00	$ 6,438,847.00
01229-51400	Overtime	$ 400,000.00		$ 1,000.00	$ 399,000.00
01229-51401	Holiday Pay	$ 136,100.00		$ 12,405.00	$ 123,695.00
01229-52100	FICA	$ 587,011.00		$ 18,108.00	$ 568,903.00
01229-52200	General Pension	$ 102,958.00		$ 20,279.00	$ 82,679.00
01229-52203	FRS Reg Class Pension	$ 183,688.00		$ 28,653.00	$ 155,035.00
01229-52300	Life, Health, Dental	$ 1,070,279.00		$ 60,682.00	$ 1,009,597.00
01229-52400	Worker's Comp	$ 226,287.00		$ 6,144.00	$ 220,143.00
	TOTAL	$ 20,793,083.00	$ 1,000,000.00	$ 431,839.00	$ 21,361,244.00

EXPLANATION :

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: _____ Date: _____

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

_____
Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01229-53106	Drug Free Workplace	$ 6,000.00		$ 150.00	$ 5,850.00
01229-53400	Other Contractual Serv	$ 371,813.00		$ 7,970.00	$ 363,843.00
01229-54000	Travel & Per Diem	$ 15,740.00		$ 1,110.00	$ 14,630.00
01229-54100	Communications	$ 30,700.00		$ 2,900.00	$ 27,800.00
01229-54601	Vehicle Repair & Maint	$ 80,000.00		$ 2,550.00	$ 77,450.00
01229-55100	Office Supplies	$ 1,500.00		$ 650.00	$ 850.00
01229-55201	Gas & Oil	$ 190,000.00		$ 2,000.00	$ 188,000.00
01229-55202	Uniforms	$ 55,000.00		$ 1,200.00	$ 53,800.00
01229-55400	Books, Dues, Education	$ 74,140.00		$ 1,250.00	$ 72,890.00
01229-57102	Capital Lease - Principal	$ 62,980.00		$ 874.00	$ 62,106.00
01229-57201	Interest on Lease	$ 197.00		$ 45.00	$ 152.00
	TOTAL	$ 888,070.00	$ -	$ 20,699.00	$ 867,371.00

EXPLANATION :

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: _____ Date: _____

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

_____
Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01224-51200	Regular Salaries	$ 629,655.00	$ 284,568.00		
01224-51400	Overtime	$ 2,000.00	$ 1,000.00		
01224-51401	Holiday Pay	$ -	$ 12,405.00		$ 12,405.00
01224-52100	FICA	$ 55,060.00	$ 18,108.00		$ 73,168.00
01224-52200	General Pension	$ 31,517.00	$ 20,279.00		$ 51,796.00
01224-52203	FRS Reg Class Pension	$ 83,485.00	$ 28,653.00		$ 112,138.00
01224-52300	Life, Health, Dental	$ 141,395.00	$ 60,682.00		$ 202,077.00
01224-52400	Worker's Comp	$ 8,945.00	$ 6,144.00		$ 15,089.00
	TOTAL	$ 952,057.00	$ 431,839.00	$ -	$ 466,673.00

EXPLANATION : Budget Amendment Approved to Transfer Code Enforcement, Create Water/Sewer Contingency and Re-allocate ARPA Transfer funds

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed:_____ Date: _____

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

_____
Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01224-53106	Drug Free Workplace	$ 400.00	$ 150.00		$ 550.00
01224-53400	Other Contractual Serv	$ 310,820.00	$ 7,970.00		$ 318,790.00
01224-54000	Travel & Per Diem	$ 9,714.00	$ 1,110.00		$ 10,824.00
01224-54100	Communications	$ 2,800.00	$ 2,900.00		$ 5,700.00
01224-54601	Vehicle Repair & Maint	$ 300.00	$ 2,550.00		$ 2,850.00
01224-55100	Office Supplies	$ 1,000.00	$ 650.00		$ 1,650.00
01224-55201	Gas & Oil	$ 1,000.00	$ 2,000.00		$ 3,000.00
01224-55202	Uniforms	$ 1,250.00	$ 1,200.00		$ 2,450.00
01224-55400	Books, Dues, Education	$ 10,255.00	$ 1,250.00		$ 11,505.00
01224-57101	Capital Lease - Principal	$ 1,179.00	$ 874.00		$ 2,053.00
01224-57201	Interest on Lease	$ 16.00	$ 45.00		$ 61.00
	TOTAL	$ 338,734.00	$ 20,699.00	$ -	$ 359,433.00

EXPLANATION :

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: _____ Date: _____

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

_____
Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01003-38101	Transfer from American Rescue Plan	$ 1,721,176.00	$ 894,094.00		$ 2,615,270.00
01441-56300	Improvements Other Than Buildings	$ 2,380,000.00	$ 894,094.00		$ 3,274,094.00
42338-56300	Improvements Other Than Buildings	$ 4,095,000.00		$ 894,094.00	$ 3,200,906.00
42003-38101	Transfer from American Rescue Plan	$ 3,870,000.00		$ 894,094.00	$ 2,975,906.00
					$ -
					$ -
					$ -
					$ -
	TOTAL	$ 12,066,176.00	$ 1,788,188.00	$ 1,788,188.00	$ 12,066,176.00

EXPLANATION :

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed:_____ Date: _____

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 13.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,969,944		$555,141				$7,525,085
Voted Debt Service Ad Valorem Tax	**0.2121**				$422,618			$422,618
Sales and Use Taxes		$3,101,441						$3,101,441
Utility Service Taxes		$3,507,467						$3,507,467
Local Business Taxes		$400,000						$400,000
Permits and Fees		$3,574,118						$3,574,118
Intergovernmental Revenues		$4,975,849		$1,000,000				$5,975,849
Charges for Services		$3,424,059				$24,628,872	$532,442	$28,585,373
Fines and Forfeitures		$296,200				$567,073		$863,273
Miscellaneous Revenues		$1,655,855		$19,500		$1,341,000	$60,000	$3,076,355
TOTAL SOURCES		**$27,904,933**	**$0**	**$1,574,641**	**$422,618**	**$26,536,945**	**$592,442**	**$57,031,579**
Transfers In		$5,309,702		$975,411		$423,937	$3,975,906	$10,684,956
Fund Balances/Reserves/Net Assets		$15,733,616	$6,435,383	$787,329		$11,863,345		$34,819,673
TOTAL REVENUES, TRANSFERS & BALANCES		**$48,948,251**	**$6,435,383**	**$3,337,381**	**$422,618**	**$38,824,227**	**$4,568,348**	**$102,536,208**

EXPENDITURES/EXPENSES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		$794,390						$794,390
Executive		$1,339,978						$1,339,978
Finance		$1,053,710						$1,053,710
Legal		$225,000						$225,000
Human Resources		$652,789						$652,789
Information Technology		$1,400,719						$1,400,719
General Government		$606,774						$606,774
Planning, Zoning & Building		$2,243,930						$2,243,930
Law Enforcement		$26,809,606						$26,809,606
Sanitation		$1,759,667						$1,759,667
Water and Sewer Utility						$35,918,567		$35,918,567
Stormwater Utility							$4,568,348	$4,568,348
Public Works		$7,211,080						$7,211,080
Community Redevelopment Agency				$3,337,381				$3,337,381
Economic Development								$0
Library		$1,098,154						$1,098,154
Parks and Recreation		$1,946,363						$1,946,363
Special Events		$250,950						$250,950
Debt Service					$422,618	$211,228		$633,846
TOTAL EXPENDITURES/EXPENSES		**$47,393,110**	**$0**	**$3,337,381**	**$422,618**	**$36,129,795**	**$4,568,348**	**$91,851,252**
Transfers Out		$1,555,141	$6,435,383			$2,694,432		$10,684,956
Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$48,948,251**	**$6,435,383**	**$3,337,381**	**$422,618**	**$38,824,227**	**$4,568,348**	**$102,536,208**

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

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: HR Department

ITEM #5: Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Three (3) Year Contract (October 1, 2024 –September 30, 2027)

SUMMARY: The Village and SEIU have negotiated a Tentative Agreement (TA) for a new three (3) year agreement beginning October 1, 2024, and expiring September 30, 2027.

This year, the Village completed a review of its pay plan to ensure it is competitive in the market for starting salaries. The updated pay plan will bring all employees under the new minimum. All employees will receive a 3% raise effective October 1, 2024. Market adjustments and Across the Board increases will be retroactive to October 1, 2024.

Note: For FY 2025, employees who have "topped out" will be eligible for a 2% merit increase in the event they pass their annual evaluation.

SEIU members voted on the proposed contract on Friday, October 18, 2024. The results of the vote was 58-0. The contract will go into effect on October 1, 2024, upon Council approval.

FISCAL IMPACT:
The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

ATTACHMENTS:
1. 2024-2027 SEIU CBA - Full Contract Opener Clean Version
2. SEIU Full TA'd Agreement

AGREEMENT

BETWEEN

THE VILLAGE OF PALM SPRINGS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION SEIU/FPSU

October 1, 2024 - September 30, 2027

SEIU / Date __ __ __ __ __ __ __ __ __ __ VILLAGE / Date __ __ __ __ __ __

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Article 1: Agreement-Preamble

1.1 This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the "Village" and SEIU/FPSU herein after referred to as "SEIU/FPSU" or "Union", to establish an orderly and peaceful procedure, to settle differences which might arise and set forth the basic, complete and full agreement between the parties and all other conditions of employment

1.2 Scope and Purpose: This Agreement Includes the entire agreement between the parties' concerning wages, hours, and terms and conditions for employment for members of the Certified Bargaining Unit defined by the Florida Public Employee Relations Commission (hereafter "PERC") in Certification Number 1202 as clarified or modified by the PERC from time to time.

The purpose of this Agreement Is to promote and maintain harmonious and cooperative relationships between the Village and the employees, both individually and collectively: to provide an orderly, peaceful and prompt means for resolving differences which arise, and to set forth the agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

Article 2: Status Quo & Employee Regulations

2.1 The existing terms and conditions of employment, including wages, hours and other benefits and responsibilities of the parties, as are currently set forth in Ordinance 2023-08, the Employment Regulations of the Village of Palm Springs, Florida ("Employment Regulations") are hereby Incorporated by reference and shall remain in effect to the extent the Employee Regulations do not conflict with any other provisions of the Collective Bargaining Agreement. The terms of the Collective Bargaining Agreement shall control over any conflict with the above referenced Employment Regulations. This Agreement also incorporates all other existing benefits, including, but not limited to, health Insurance, and life Insurance, which are not specifically stated herein.

Article 3: Management Rights

3.1 The Village reserves and retains all, rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of the Agreement.

3.2 The SEIU/FPSU and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;
B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
C. Schedule and assign the work to the employees and determine the size and composition of the work force.
D. Assign overtime work to employees, when necessary.
E. Determine the services to be provided to the public and the maintenance procedure, materials, facilities, and equipment to be used, and to Introduce· new or improved services, maintenance procedures, materials, facilities, and equipment;
F. Hire and rehire and determine the criteria and standards of selection for employment (Including minimum qualifications);
G. Fire, demote, suspend or otherwise discipline for cause;
H. Set procedures and standards to evaluate Village employee's Job performance including the formulation and/or amendment of job descriptions;
I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
J. Create, expand, reduce, alter, combine, assign, or cease any job;
K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business

judgment makes such curtailment or discontinuance advisable;

L. Determine the number, location, and operation of all departments and division thereof.

M. Contract and/or subcontract any existing or future work for legitimate business reasons;

N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (Including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned Job duties.

Employees may be required to take a physical and/or psychological examination given by a Village authorized physician and/or psychologist to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. “Reasonable suspicion” means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is “on-duty" and all costs associated with the examination will be borne by the Village.

With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral, physician and/or psychologist shall be final and binding on all parties. All costs Incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

3.3 The above rights of the Village are not all-inclusive but indicate the type

of matters or rights which belong to and are inherent in the Village in its' general capacity as management. Any of the rights, power, and authority that the Village has prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of the Agreement, is retained by the Village.

3.4 If the Village fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.

3.5 If, In the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3.8 The exercise of the management rights set forth above shall not preclude the SEIU/FPSU or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the SEIU/FPSU or the employee feel that the action taken by the management violated a specific provision of this Agreement.

3.7 Nothing contained in this Article shall be construed to waive the SEIU/FPS right to engage in impact bargaining as to exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the SEIU/FPSU and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The parties hereby agree that all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the SEIU/FPSU's request unreasonably delay the Village's exercise of any management right.

Article 4: Bargaining Unit Identification

4.1 The Village will provide annually to SEIU/FPSU so long as it remains the certified bargaining agent recognized by PERC, a roster of the bargaining unit, including:

Name, address*, phone number, job classification and current salary.

Addresses and phone numbers shall not be provided as it relates to employees holding positions where Florida's Public Records Law has designated such information as confidential or exempt.

4.2 The Village agrees to recognize the Officials, Officers, Chief Steward, and stewards designated by the Union as agents of the Union provided the Union remains the certified bargaining agent designated by PERC. The aforementioned agents of the Union, with prior written notification to the Director of Human Resources shalt be admitted to the property of the Village for the purposes of administering the Agreement. The Village shall have no responsibility to organize, plan, or reserve Village facilities for the Union to hold meetings to administer the Agreement. The aforementioned officials shall only meet with the Village employees in non-work areas (i,e. the break room) and during non-work time. Nothing in this section shall preclude or interfere with the Village's right to control access to Village facilities for safety and/or security purposes.

Article 5: Management Grievances - Arbitration Procedure

5.1 A grievance is defined as a dispute between the parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement.

The grievance procedure is as follows:

A.) Step 1 - A management representative may present a written or oral grievance to the Union representative within ten (10) working days of the occurrence giving rise to the grievance. The Human Resources Director and Village Manager shall be notified Immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.

B.) Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Union agent within ten (10) working days from the date upon which the Union's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Union agent shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

C.) Step 3 - If the grievance is not resolved In Step 2, Management may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation & Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step 2. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

5.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

5.3 The cost of the arbitration shall be divided equally between the parties.

5.4 By mutual consent the parties may submit any grievance to an agreed upon mediator (FMCS) at the earliest convenient date. The parties agree to share the cost (excluding attorney's fees) of mediation equally. Any grievance unresolved following mediation may proceed to arbitration.

Article 6: Dues Check-Off

6.1 The Village shall not deduct dues, fines, penalties or other sums from any employee's paycheck.

6.2 The Union will pay the Village the sum of $300 per annum for contract related services.

Article 7: Appendices and Amendments

7.1 This Agreement shall not be modified, altered, changed, or amended in any respect unless in writing, signed by the parties, and ratified by the Village Council, and a majority of the voting employees of the bargaining unit, as provided by law.

Article 8: Notice

8.1 As required for any purpose in the Agreement. notice shall be addressed and sent to the Village and Union, as follows:
Village:

Human Resources Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Union:
SEIU/FPSU
4000 Hibiscus Street
West Palm Beach, FL 33401

Article 9: Severability

9.1 If any provision of this Agreement or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Article 10: Rights of Employees

10. 1 The employees in the Bargaining Unit shall have the right to join or assist the Union or to refrain from any such activity, as provided by law.

10.2 The Village agrees to the preservation of employee rights as described in this Article.

10.3 All provisions of this Agreement shall be applied fairly and equitably to all employees in the Bargaining Unit

10.4 Employees may request a Union representative to be present when they believe a meeting with a supervisor may lead to discussions which could form the basis of disciplinary action.

Article 11: Non-Discrimination

11.1 The parties agree that they will not discriminate against any employee because of race, color, gender/sex, national origin, religion, marital status, disability, age, marital status, veteran or military status, genetic Information, sexual orientation or because of a status as a member in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

11.2 The SEIU/FPSU and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the SEIU/FPSU.

11.3 There shall be no discrimination, interference. restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the SEIU/FPSU.

Article 12: SEIU/FPSU Business and Representation

12.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the SEIU/FPSU. Further, nothing contained herein shall preclude any employee from discussing a problem directly with his immediate supervisor or any other Department official without the intervention of the SEIU/FPSU provided, however, that such supervisor or other department official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.

12.2 The Village shall recognize the following SEIU/FPSU Stewards and alternate SEIU/FPSU Stewards to represent bargaining unit employees as described in paragraph 12.3 below:

a.) Bargaining Unit-One (1) Chief Steward
b.) Bargaining Unit - Five (5) Alternates

A written list of the SEIU/FPSU Stewards and the Alternate Stewards shall be furnished to the Village Manager prior to the effective date of the SEIU/FPSU Stewards and Alternate Stewards assuming their duties. Prompt written notification of changes shall be provided to the Village Manager. No Steward or Alternate will be recognized by the Village unless written notification was presented prior to such Steward or Alternate Stewards assuming his/her duties.

12.3 SEIU/FPSU Stewards shall be permitted to process formal grievance procedures herein while on duty; provided that this activity does not interfere with the Steward's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Steward or one (1) Alternate Steward shall attend a grievance meeting while on duty.

12.4 Under no circumstances shall any SEIU/FPSU Steward leave his assigned duties to process a formal grievance under the grievance procedure

herein without first obtaining authorization from his/her supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

12.5 The function of the Alternate Stewards is to substitute for the Steward in the exercise of the duties set forth in 12.3 above if the Steward is absent or otherwise. Unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Steward substitutes for the Steward, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Steward.

12.6 The use of Village equipment for SEIU/FPSU business is subject to the sole approval of the Village Manager; such as copiers, telephone, pens/pencils, computers, or similar Items.

12.7 Each member of the SEIU/FPSU shall be permitted to donate two (2) hours of compensated time per year to a time pool to be used for SEIU/FPSU activities. The use of the time pool shall be administered at the discretion of the SEIU/FPSU. All unused hours donated by members will be carried over to the next year.

Article 13: Bulletin Boards

13.1 The Village shall furnish the SEIU/FPSU with space for a Bulletin Board in such locations as agreed by both parties.

13.2 The SEIU/FPSU shall utilize the Bulletin Boards only to post the following:

A. Notice of SEIU/FPSU Meetings
B. Notice of SEIU/FPSU Elections and Association results
C. Copies of SEIU/FPSU Constitutions and By-Laws and Amendments thereto
D. Notice of recreational and social affairs of the SEIU/FPSU
E. Copy of this Agreement
F. Notices of Dues (changes)
G. Names of local SEIU/FPSU Officials
H. SEIU/FPSU News Letters both local, County, and National
I. Minutes of SEIU/FPSU Meetings

13.3 All materials placed upon the bulletin board by the SEIU/FPSU will be approved by the SEIU/FPSU President or his designee. The Village Manager or his designee shall be furnished with a copy of any material to be posted prior to posting.

13.4 Under no circumstances shall the SEIU/FPSU post any Notice containing material of a political nature or material tending to directly or indirectly disparage or demean the Village or any of its elected or appointed Officials or employees.

Article 14: Progressive Discipline

14.1 Without the written consent of the employee and the Union, disciplinary action may not be taken against and employee except for just cause, and this must be substantiated by clear and convincing evidence, which supports the recommended disciplinary action.

14.2 All disciplinary action shall be governed by applicable statutes and Employee Regulations, and provisions of this Agreement. Further, an employee shall be provided with a written copy of the charge of wrongdoing, setting forth the specific charges against that employee as soon as possible after the Investigation has begun, but in no case longer than 90 calendar days after the alleged wrongdoing.

14.3 Any information, which may be relied upon to take action against an employee, shall be shared promptly with the employee and his/her Union representative. Coples of any written information/correspondence that is relative to the action of the employee or the Investigating administrator(s) shall be provided promptly to the employee and his/her Union representative.

14.4 An employee against whom action is to be taken under this Article, and his/her Union representative, shall have the right to review and refute any and all of the Information relied upon to support any disciplinary action prior to taking such action. To this end, the employee and Union representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. The amount of time shall be mutually agreed upon by the parties.

14.5 Only previous disciplinary action, which are part of the employees personnel file or which are a matter of record in section 16.7, may be cited If these previous actions are reasonably related to the existing charge. Disciplinary actions older than a twenty-four (24) month's time frame shall not be referred to or considered in any current disciplinary action.

14.6 Where just cause warrants such a disciplinary action(s), and in keeping with provisions of this Article, an employee may be reprimanded verbally,

in writing, suspended without pay or terminated upon recommendation of the immediate supervisor for just cause.

14.7 Except In cases, which clearly constitute a real and immediate danger to the Village or the actions/inactions of the employee, constitute such clearly flagrant and purposeful violations of reasonable Village rules and regulations, progressive discipline shall be as follows:

Employee Discussion Form shall be the form used to document verbal counseling. Employee discussion forms shall be sent to the Human Resources Department to be placed in a separate binder from the personnel file. Provided no disciplinary action has been taken employee discussion forms shall be removed from the discussion form binder and discarded after one (1) year.

b.) Verbal Reprimand with Written Notice: Such written notice shall be placed in the employee's personnel file and shall not be used to further detriment the employee, unless there is another reasonably related act by that same employee with a period of 24 months.

c.) Written Reprimand: A written reprimand may be issued to an employee when appropriate in keeping with provisions of the Article. Such written reprimand shall be dated and signed by the author of the reprimand and shall be filed in the affected employee's personnel file upon a receipt of a copy to the employee by certified mall.

d.) Suspension Without Pay: A suspension without pay by the Village may be issued to an employee, when appropriate, in keeping with provisions of this Article, including just cause and applicable law. The length of the suspension also shall be determined by just cause and progressive discipline as set forth in this Article. The notice and specific of the suspension without pay shall be placed in writing, dated, and signed by the Department Director and a copy shall be provided to the employee by a certified mail. The specific days of suspension shall be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file.

e.) An employee may be dismissed when appropriate in keeping with the provisions of this Article.

14.8 An employee against whom disciplinary action is taken may appeal through the negotiated grievance procedure as outlined in this Agreement or

through the grievance procedure Included in the Village Employment Regulations, but not both.

SEIU / Date __ __ __ __ __ __ __ __ __ VILLAGE / Date __ __ __ __ __ __

Article 15: Work Period and Overtime

15.1 The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed eighty (80) hours of accumulation. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this agreement. Unscheduled personal leave time, defined as leave time taken with less than three (3) days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken.

15.2 Nothing herein shall restrict the Village Manager or his designee from altering the starting and quitting time and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or compensatory compensation (time and one half) is paid as prescribed In 17.1 above. These changes shall not be arbitrary or capricious.

15.3 Overtime work will be equally distributed among eligible/qualified employees. An eligibility list will be established by seniority and rotation used for overtime assignments.

15.4 Employees shall be required to work overtime as directed unless excused by a supervisor. In the event any employee is required to work overtime, he/she shall not be requested to use annual leave nor be placed in a “leave without pay” status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

15.5 All bargaining unit members will be required to use the Village's electronic time keeping system.

Article 16: Compensatory Time

16.1 The Fair Labor Standards Act (FLSA) provides that any employee of a public agency who has accrued compensatory time and requested use of this time, shall be permitted to use such time within a “reasonable period" after making the request, if such use does not “unduly disrupt” the operations of the agency. Same-day requests for use of compensatory time off are generally not considered a reasonable period and are unduly disruptive to the operations of the Village. However, in the sole discretion of the supervisor, same day requests may be granted. The use of compensatory time must be pursuant to some form of agreement or understanding between the employer and the employee in conjunction with appropriate record keeping documentation. In compliance with the FSLA, the Village will apply the following schedule for members of the Bargaining Unit.

Compensatory time will be accrued at time and one-half. Accumulation and use of compensatory time must have the prior approval of the employee's supervisor.

16.2 It is solely the employee's choice as to whether he/she wishes to be paid for their overtime at one and one-half times their regular hourly rate of pay or take compensatory time. The Village will not encourage employees to take one form of compensation over the other.

Article 17: Personal Leave Time

17.1 All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.

Reference: Employment Regulations

Article 18: Bereavement Leave

18.1 Bereavement Leave shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under same policies and procedures as are applicable to all other Village Employees.

Reference: Employment Regulations

Article 19: Leave of Absence

19.1 Leaves of Absence with pay shall be of six (6) kinds:

A. Personal Leave, to which Bargaining Unit Employees may become entitled under the Village Employment Regulations.
B. Leaves with pay for:
    1. To take promotional exam
    2. Jury Duty
    3. Military Duty
    4. Witness Duty
C. Authorized leave with pay
D. Bereavement Leave
E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

19.2 In the event the Department Director shall direct an SEIU/FPSU Unit Member to attend a conference, seminar, briefing session or other activity as an employee, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided In Employment Regulation.

19.3 Leave of Absence without pay shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

Reference: Employment Regulations

Article 20: Jury Duty

20.1 An employee who is legally summoned to serve on a Jury or as a subpoenaed witness shall be permitted absence with pay for the time required from such duty. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked in excess of 40 hours in the pay period.

20.2 If an employee is called for jury duty, he/she shall promptly notify his/her Immediate supervisor within five (5) days of receipt of the summons.

20.3 In the event a holiday shall occur during the period of the employee Jury duty, he/she shall receive pay for such holiday at straight time.

20.4 The employee must provide the Department Director with proof of Jury duty service, before compensation is approved.

Reference: Employment Regulations

Article 21: Maintenance of Conditions

21.1 All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Village Manager, or benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by the Agreement, shall remain in full force and in effect for the duration of the Agreement.

21.2 The Village and the SEIU/FPSU will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement; provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

Article 22: Seniority

22.1 Personal leave scheduling:

Personal Leave shall be scheduled by the Department Director or his designee, as far in advance as possible, in accordance with the members' request. The length of service in rank shall take precedence where more than one member requests the same time off. Consideration shall be given to the requirement of maintaining the services the department renders, when approving personal leave requests. Changes in scheduling of personal leave shall only be made with prior approval of the Department Director or his designee.

22.2 Layoff:

The Village Manager may initiate the layoff of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material changes in the departmental organization, or for other related reasons which are outside the members' control, and which do not reflect discredit on the member.

In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from a lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

22.3 The proposed layoff notice must be delivered to the affected employees and the Union at least thirty (30) days before the effective date of such lay off.

22.4 No lay off of a member shall be made as a disciplinary action.

22.5 The placement of employees with the department work force shall be the responsibility of the Director. When placement is made, the consideration of seniority, merit, qualification, special skills and the like will be used as far le feasible.

Article 23: Job Bidding & Posting

23.1 Budgeted and promotional vacancies occurring in any position within this Bargaining Unit will be filled in accordance with the following provisions:

a.) The Village shall post, in the Human Resource Department, written notices of all job openings.

23.2 The intent of the Village will be to promote within. However, in such cases that the Village is not aware that there are bargaining unit employees that possess the minimum qualifications for the open position, the Village may post outside simultaneously. Applicants from within the Village employee work force desiring to fill such a vacancy shall apply in writing by filling out the appropriate application.

23.3 The Human Resource Department shall, within seven (7) business days, certify from the appropriate eligible list for each vacancy, the names and scores of the three (3) persons who stand highest on the eligible list. Training and experience may be used to establish the eligibility list. These employees shall receive an interview for the position(s) and the employee most qualified shalt receive the position.

23.4 Should all things between the candidates be equal, the most senior employee shall receive the position. In the event the seniority dates are the same, placement into the position shall be by last name in ascending alphabetical order. Should the Village fall to find a qualified candidate from its' in-house search, the Village may hire from outside the Village to fill the open position.

23.5 Employees who are promoted into positions requiring special certifications/licenses, and who are allowed by the Village to study and receive certificates after being promoted, shall have a 12 month period, beginning with the date of the promotion, to gain the certification. In this connection, should the employee fail to qualify to receive the above certification, the employee may apply for other Village positions, if available. Employees, who earn pre-approved job related licenses or certifications which will enhance their service to the Village, shall receive a 4% increase in accordance with Article 30, for each approved professional certificate/license earned, not to exceed the salary range for that classification.

Article 24: Holidays

24.1 The Village shall observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday of January
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

24.2 For each observed holiday, a full-time employee shall be entitled to eight (8) hours of pay at the employees' regular rate of pay. Holiday pay is to be considered time worked for overtime compensation.

24.3 A full-time employee required to work and who actually works on a Village observed holiday, shall receive their regular rate of pay for all hours worked at time and one-half in addition to that payment in Section 2

24.4 Employees on personal leave, annual military leave, jury duty, bereavement leave, and other absences from duty, but on active pay status on the day the holiday is observed, must use the holiday on the same day that it is earned. Holidays that occur during personal leave shall not be charged against such personal leave.

24.5 Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday or as designated by legal authority, i.e. Federal/State Government.

Article 25: Safety and Health

25.1 The Village shall comply with all State and Federal regulations pertaining to the occupational safety of the members of this Bargaining Unit. The Village shall also create and maintain a safe and healthy working environment for Bargaining Unit employees.

25.2 Employees in classifications/positions where it is warranted, will receive up to two (2) pairs of safety shoes/boots of their choice. The Village Manager or his/her designee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice and shall be reimbursed the price of safety shoes/boots up to $150 per year.

Receipts for shoes must be submitted by September 15th each year.

Receipts submitted after September 15th will be deducted against the next fiscal year's allowance.

Purchases within 30 days of conclusion of employment will not be reimbursed by the Village.

Any safety shoe/boot that is damaged beyond use while the employee is acting in the performance of their official duties shall be replaced by the Village, up to $ 150.00, provided that the damage is not a result of negligence.

Such claim must be supported by reasonable proof and shall be subject to approval by the Department Director or his/her designee.

25.3 Safety glasses will be provided to those employees where job may be hazardous to eyes and protection warranted.

25.4 The Village shall make available immunization shots for tetanus, hepatitis, and diphtheria for all members of the Bargaining Unit as requested on a voluntary basis.

Article 26: General Provision

26.1 The Village shall pay the medical, hospitalization, and dental insurance premium for all regular employees.

Existing or comparable coverage with no decrease in benefits shall remain in effect for the duration of this Agreement; however, in the event that the Village can provide for alternative equivalent benefit options for employees, at no additional cost to the employee, then the health insurance coverage for the employee and their dependents may be amended from time to time.

Ninety days prior to any change in Insurance benefits the Village agrees to present the amended coverage proposal to the Union for Impact bargaining whenever possible.

26.2 The employee shall be allowed to place written refutations and or responses into their personnel file and/or departmental work file when those refutations or responses relate to documents placed into the employees' file, which was prepared by management.

26.3 A personnel file for all Village employees is maintained by the Village Human Resource Department. If a request is made to review an employees' personnel file by someone other than the Department Director, the Human Resource Department or the Village Managers' office, shall notify the affected employee of such a request. Consistent with State law, the Village agrees that upon request, a member shall have the right to inspect his/her own personnel records and shall have the right to make duplicate copies of his/her records at no expense. The Village will purge personnel flies in accordance with appropriate Florida State Statutes. The employee file maintained by the Human Resource Department shall be the official file for each employee.

26.4 The Village shall notify the Union of any third-party, specific request for contact information of the entire bargaining unit (i.e., public records request).

Article 27: Pension

27.1 Employees who are currently participating in the employee's pension plan of the Village will be provided a copy of the plan in its entirety.

27.2 The Existing pension plan shall not be changed without first negotiating proposed changes with the Union and ratifying tentatively agreed upon changes with members of the Bargaining Unit.

27.3 All new employees will become members of the Florida Retirement System (FRS) upon employment.

Article 28: Probationary Period

28.1 All newly hired or rehired employees shall be subject to a probationary period of six (6) months

28.2 All promoted employees shall be subject to a probationary period of 90 calendar days.

28.3 All demoted (voluntary or involuntary) and transferred employees shall be subject to a probationary period six (6) months.

28.4 Reimbursement for expenses (i.e., CDL licenses, work shoes, educational classes) will be after successful completion of probationary period.

Article 29: Worker's Compensation

29.1 The Village agrees that all SEIU/FPSU Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.

29.2 The Village agrees that SEIU/FPSU Bargaining Unit Members injured on-the-Job shall be paid a full days' wages based on the unit members' normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.

29.3 The Village and the SEIU/FPSU agree that members' work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous Injury received while on duty.

29.4 The Union and the Village, in an effort to minimize workplace accidents and promote workplace safety, will partner to prepare printed materials on workplace safety. Additionally, the Union will hold quarterly safety meetings with bargaining unit members in order to promote wellness, and agree to work to assign at least one (1) Union representative to the Village's safety committee.

Article 30: Working Out of Classification

30.1 The term “Working Out of Classification" shall be defined as follows:

The transfer of a regular employee for a temporary period from a position in one class to position in another class having a higher maximum rate of compensation, the Department Director, may temporarily assign employees in order to bring about a better distribution of persons in the service, to effect economies or to provide training. Nothing in the Agreement shall be interpreted to preclude the fact that employees may be required to substitute in positions normally of a higher class due to personal leave, or in situations where vacancies exist pending the establishment of appropriate promotion lists.

30.2 Assignments to a higher class shall be limited to a maximum of three (3) months in any twelve-month period, except that upon a written request from the Department Director, the Village Manager may, at his/her discretion, extend assignment of an employee for an additional period not to exceed three (3) months. The time an employee spends under such assignment shall be used for computing any rights in the higher class to which he/she may be so assigned, and will count toward completion of probationary period in the lower class from which assigned.

30.3 Upon termination of assignment, the employee shall revert to the class, status, and pay rate, which he/she occupied immediately prior to his/her assignment to the higher class, and the length of time spent in the higher class shall be applied, to the service time of the lower class.

30.4 Whenever a Bargaining Unit Member is required to serve in a “Working Out of Classification", he/she shall be compensated for each period in that capacity and receive a 5% wage increase of his/her hourly rate of pay for the period.

30.5 All "Working Out of Classification• assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Department Director or his designee in consultation with the Human Resources Department.

30.6 Certified Emergency Communications Training Officer: The Chief of Police or designee may assign certain Emergency Communications Officers as Communications Training Officers. If not already certified as a Communications Training Officer, the Emergency Communications Officer shall, within one year of assignment, successfully complete an Association of Public-Safety Communications Officials (APCO) Communications Training Officer Course, or its equivalent. Once assigned, Communications Training Officers shall receive an increase to their base rate of pay in the amount of four percent (4%). The number of Communications Training Officers shall be limited to two (2) and the designated employee(s) shall receive the monetary increase for the duration of the assignment, whether in the process of training an Emergency Communications Officer or not. If the designated employee relinquishes, or is removed from the assignment, the four percent (4%) monetary increase will cease. The Chief of Police or designee shall have the right to determine the selection of Communications Training Officers and to determine their removal from the assignment.

Article 31: Standby-Recall

31.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional seventeen dollars and fifty cents ($17.50) per weekday and twenty-two dollars and fifty cents ($22.50) per weekend day or holiday during the on-call workweek. Cell phones may be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of approved apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.

31.2 The take home vehicle program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's future annexation area to take their Village-assigned service vehicles home. The program is not available to any employees who live outside of the areas referenced herein.

31.3 Employees are only permitted to use vehicles for approved work- related duties. Any employee who uses a take home vehicle for non- approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.

31.4 When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is

completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

31.5 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit in employee from responding to the Call- Out issue within 45 minutes. Supervisors, whether or not assigned to On- Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

31.6 A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

31.7 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation when the callback begins between 8:00 a.m. and 12:00 a.m. or three (3) hours of compensation when the callback begins between 12:01 a.m. and the employee's scheduled start time. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one half (1.5). Compensation may be taken as pay or compensatory time.

31.8 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

Article 32: Higher Education and Training

32.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

Reference: Employment Regulations, Tuition Reimbursement Policy

32.2 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

32.3 This plan is applicable only to educational programs offered by postsecondary Institutions, which are accredited by the Southam Association of Colleges and Schools, Commission on Colleges.

32.4 Any employee with regular status, with the approval of the Department Director and the HR Director, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

a) Adequate funds (not to exceed $2,500 per employee per fiscal year) for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes.

b) Completion of such training will improve the employees' job knowledge and increase his/her efficiency.

c) In the event the final examination is failed, or the training Is not completed, the employee will reimburse the Village for the total cost of all Village expanses Involved in such training.

d) Upon completion of a course in an approved program, an employee may apply for tuition reimbursement In an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade “C”	50% Reimbursement
Course Grade “B” or "Pass”	75% Reimbursement
Course Grade “A”	100% Reimbursement

e) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the regionally accredited institution.

f) If the employee leaves the employment of the Village within one (1) year after completion of such training, the employee will reimburse the Village for all Village funds Invested In such training. If the employee leaves the Village within one (1) to two (2) years after completion of such training, the employee will reimburse the Village for one-half (%) of the Village funds Invested for such training.

Article 33: Voluntary Resignation

33.1 Any SEIU/FPSU Member who submits their voluntary resignation shall give not less than two (2) weeks prior notice thereof and shall continue employment during the notice period unless otherwise voluntary and mutually agreed upon with the Department Director. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a for day basis.

Article 34: Health and Insurance Benefits

34.1 Health and Insurance Benefits shall be provided to SEIU/FPSU covered employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees.

Article 35: Drug Free Workplace

35.1 The Village of Palm Springs is committed to providing a safe work environment for Its employees. Substance abuse is a national problem, which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by maintaining a DRUG FREE WORKPLACE Policy, In accordance with Section 440.102 and its Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers.

35.2 The Drug Free Workplace Policy and the Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

Reference: Employment Regulations and Personnel Policies/Handbook

Article 36: Uniforms

36.1 Employees who are required to wear uniforms (Utilities, Public Works and other field personnel) shall receive the following uniform items; Eight (8) sets of any combination of shorts, pants, short sleeve shirts and long sleeve shirts. Employees will receive the same number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village. Employees will be responsible for the maintenance of their uniforms.

36.2 In addition to the number of uniform pieces outlined above, Utilities, Public Works and other field service personnel shall receive:

- 1 Hat and 1 pair of safety rated sunglasses each year.
- Rain Jacket and other protective apparel will be provided upon request by the bargaining unit member and by the Village's approval and budget availability, during the term of this Agreement.

The Police Department shall provide non-sworn personnel uniforms per the Police Departments General Orders.

All other employees not issued a uniform may receive Village shirts/jackets, as approved by the Village, not to exceed $125 annually. All purchases are subject to Federal, State and Local taxes in accordance with IRS Guidelines.

Employees shall have the right to waive all or part of the t-shirts, polo style shirts, windbreaker or jacket, based on position.

36.3 Uniforms must be maintained in the condition provided to give professional appearance and follow the Village's Dress Code. Alterations must have prior approval of Department Directors or their designee.

36.4 The Village reserves the right to choose color, style, text and logo identification on all uniforms purchased by the Village

Article 37: Compensation Plan

37.1 All Bargaining Unit Members will receive a three percent (3%) Across the Board increase. payable the first full pay period of fiscal year 2024-2025 which begins Wednesday, October 2 through Tuesday, October 8. Across the Board increases shall be paid retroactively to the first full pay period of fiscal year 2024-2025. For the duration of the contract, the minimum and maximum of the pay range shall be adjusted by the same percentage as the Across the Board increase.

37.2 Prior to the 3% Across the Board increases being applied, Bargaining Unit Members whose pay rate is below the minimum market pay rate for their position shall receive a market adjustment that will raise their pay rate to the minimum market pay rate established as a result of the 2024 pay plan survey. The salary adjustment shall be paid retroactively to the first full pay period of fiscal year 2024-2025.

37.3 Employees who are “Topped Out" at the time of the adjustments for fiscal year 2024-2025shall be permitted to exceed the maximum of the pay range for merit increases.

37.4 All Bargaining Unit Members shall be evaluated, in order to be eligible for a two (2%) merit increase for fiscal year 2024-2025. If a score of 27 is received on the General Employee Evaluation, the member can appeal. (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 36 is received on the Supervisor Employee Evaluation Form, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker.

Article 38: Grievance-Arbitration Procedure

38.1 A grievance Is defined as a dispute between the parties, which Includes, but Is not limited to, the Interpretation and application of the terms of this Agreement.

The grievance procedure is as follows;

D.) Step 1 - An employee or Union representative may present a written or oral grievance to the department director within ten (10) working days of the occurrence giving rise to the grievance. The employees' department director shall be notified immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance Is presented to the department director.

E.) Step 2 - If the grievance has not been satisfactorily resolved at Step 1 within five (5) working days, the Union representative may submit the grievance, in writing, to the Human Resources Director within ten (10) working days from the date upon which the Department Director's Step 1 response is due. The written grievance shall explain the basis of the grievance, the specific Article and Section of the agreement allegedly violated, and a proposed remedy. The HR Director shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

F.) Step 3 - If the grievance has not been satisfactorily resolved at Step 1, the Union representative may submit the grievance, in writing, to the Village Manager within ten (10) working days from the date upon which the Human Resource Director's Step 2 response Is due. The written grievance shall explain the basis of the grievance, the specific Article and Section of the agreement allegedly violated, and a proposed remedy. The Village Manager shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

G.) Step 4 - If the grievance is not resolved in Step 3, Union may

request a final and binding disposition by filing a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step 3. The Union shall have the exclusive right to proceed to arbitration on behalf of the grievant.

38.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

38.3 The cost of the arbitration shall be divided equally between the parties.

Article 39: Work Stoppages

39.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.

39.2 It shall be a violation of this agreement for any employee, while on duty, to fall or refuse to cross any picket line or other demonstration If such failure or refusal In any way delays or interrupts performance of work.

39.3 The parties agree that any employee who participates In or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

39.4 The Union recognizes that the Village and the employees, covered hereunder are responsible for and engaged In activities which are the basis of health, safety and welfare of the Villages citizens and that; therefore, any violation of this article would give rise to Irreparable damage to the Village and the public at large. For the purpose of this Article, It Is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, It Is understood and agreed that in the event of any violation of this article, the Union agrees to the Issuance of legal and equitable relief against the Union, Its officers, and agents, in accordance with applicable laws.

Article 40: Shift Differential Pay

40.1 Shift differential will be paid to those employees permanently assigned to eight (8) hour shifts other than first shift as follows:

Second Shift	(4 p.m. – 12 p.m.)	$0.80/hour
Third Shift	(12:01 a.m. – 8 a.m.)	$1.00 /hour

40.2 This article also applies to Emergency Communications Officers who work twelve (12) hour shifts.

40.3 Shift differential will only be paid on hours actually worked. All leave on holidays not worked will be paid at the basic hourly rate and will not Include shift differential.

40.4 When overtime is worked, the shift differential will be paid on hours worked and will be used in computing the time and one-half rate.

40.5 Employees permanently assigned to a second or third shift will receive their base rate plus their shift differential no matter what hours they may work on a temporary assignment (1st, 2nd, or 3rd). Employees permanently assigned to first shift will not receive shift differential for coming in early or staying late.

40.6 Employees when assigned by Department Director or designee to a shift other than their permanent shift will receive shift differential pay as outlined above.

Article 41: Local Emergency Pay Conditions

41.1 Definition: Local emergency condition; a condition where regular operations of the Village are severely limited/suspended by a local declared emergency.

41.2 The purpose of this article Is to describe how employees are to be paid in the event of a serious designated Village local emergency, i.e. hurricanes, tornados, gas leaks, terrorist events. The Implementation of the emergency conditions pay policy will occur when an authorized Village official issues a proclamation declaring a state of local emergency in the Village. The state of local emergency shall continue in effect until rescinded by the Village Manager, only after sufficient recovery, when a return to normal business hours can occur.

A. Hourly (non-exempt) employees

1. All hours actually worked shall be recorded as regular hours.
2. Employees will be paid their regular compensation of all hours they are schedule to work, but released from work.
3. Employees will be paid at a premium rate of time and one half for all hours actually worked during the emergency declaration.
4. Shift personnel scheduled on a day off and did not work, no compensation will be paid.
5. Shift personnel on a scheduled day off and called to work shall be paid for hours worked at time and one half for all hours worked.
6. Leave requests approved prior to a declared emergency will be honored if In the Department Directors opinion the absence will not adversely affect the Village operations.

41.3 Employees who are directed to report for work during the designated emergency and fall to do so are subject to discipline up to and Including dismissal.

41.4 Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and

operation of the Village during a designated emergency.

41.5 Employees, following the end of the declared local emergency, will be compensated following approved guidelines as established by labor agreements or employee regulations.

Reference: Employee Regulations – Emergency Pay Plan

Article 42: Union Leave

42.1 Bargaining unit employees, when requested by the Union, may be granted Union Leave for the purpose of working for the Union away from the Village. Up to two (2) members may be granted Union Leave of up to eighty (80) hours. The Union will reimburse the Village so there is no loss of wages, benefits, or other associated costs.

42.2 The Union will hold harmless the Village while the employee Is working for the Union.

42.3 Under no circumstances will the employee on Union Leave take any action deemed inappropriate towards the Village.

Article 43: Duration of Agreement

43.1 This Agreement shall become effective on October 1, 2024, and shall remain in effect until midnight on September 30, 2027 or upon PERC issuing an order revoking the certification of the Union, whichever occurs first. Each party shall have the right to reopen one (1) Article for the fiscal years 2025/2026 and 2026/2027 and the Wage Article. Both parties must notify each other of their intentions to start negotiations between March 1st and May 30th prior to the applicable fiscal year.

43.2 The parties agree that the ratification of this Agreement resolves all open issues for the period of this Agreement.

THIS AGREEMENT was tentatively agreed upon by the Village Manager's designee and SEIU/FPSU's Chief Negotiator and Agent.

FOR THE SEIU/FPSU

Rodrigo Hidalgo
Chief Negotiator and Agent
SEIU/FPSU

FOR THE VILLAGE

Michael Bornstein
Village Manager

THIS Agreement was ratified by the parties on the last date shown below:

Rodrigo Hidalgo
SEIU/FPSU

Date

Bev Smith
Mayor

Date

SEIU / Date __ __ __ __ __ __ __ __

VILLAGE / Date __ __ __ __ __ __

Appendix “A"

Village of Palm Springs
Pay Plan

Section 1 Resolution

A resolution establishing the classification and pay plan for the Village of Palm Springs.

Section 2 Schedule of Pay Grades

The schedule of pay grades Indicates all pay ranges utilized In assigning rates of pay to the various classes.

Section 3 Salary Schedule Aligning Pay Grades to Classes of Positions

The salary schedule lists all classes of positions which are utilized by the Village of Palm Springs. The code number assigned to each class and the pay range, Indicating the. minimum and the maximum salary, to which each class Is assigned.

Section 4 Rules for implementation and Administration of Classification and Pay Plan

4.1 The pay plan recommended by the Village Manager shall become effective as of the date approved by the Village Council

4.2 Administration of the Pay Plan - The Village Manager shall be responsible for administering the pay plan on a fair equitable basis. The plan will be subject to collective bargaining agreements and budgetary consideration.

4.3 Amendment to the Pay Plan - Amendments to the pay plan as approved in this section shall become effective at the beginning of the first full pay period following recommendation by the Village Manager and adoption by the Village Council unless otherwise specified.

4.4 Salary Adjustment - When amendment of the pay plan causes the pay grade for a class to be adjusted to a higher or lower pay grade, employees in the class may be placed in the new pay grade which is equivalent to the salary received in the previous pay grade. Employees whose salary is less than the minimum of the new pay grade shall be raised to the minimum of the new pay grade. Employees whose salary exceeds the maximum of the new pay grade shall not have their salary reduced and shall not be eligible for pay increases during the period of incumbency, except for cost of living pay adjustments granted by the Village Council.

4.5 Reclassification - When a position is moved from an existing classification to a classification in a lower pay range, the salary of the incumbent shall be adjusted under section 4.3 of the Pay Plan Rules. When a position is moved from an existing classification to a classification in a higher pay range, the salary of the Incumbent shall be adjusted under section 4.6 of the Pay Plan Rules.

4.6 Original Appointments - a.) Original appointments to the Village service shall normally be made at the minimum of the pay range designated for the classification. When an applicant possesses exceptional qualifications warranting employment above the established minimum, the Department Director may authorize a higher salary within the appropriate pay range. b.) Pay that is higher than the minimum of the pay grade must be approved by the Human Resources Director.

4.7 Promotional Appointments a.) Promotional appointments shall be made at not less than four (4) percent above the amount received by the employee at the time of promotion provided that the salary granted shall not be below the minimum or above the maximum of the range to which the classification is assigned. b.) Recommendations for promotional appointments will be made by Department Directors. All promotional appointments shall be approved by the Human Resources Director and Village Manager.

4.8 Transfer - Transfers of employees which do not constitute a change of classification held by an employee or transfers to a classification with the same pay range as that previously held, shall be considered continuous employment and shall not affect the employee's status relative to the pay plan. Transfer of employees to a classification other than that currently held, and which has a pay range other than that currently held, shall be considered promotion or demotion and the previous governing promotions or demotions shall apply.

4.9 Demotion - a.) Employees demoted to a classification in a pay range below that previously held, shall be paid at a rate within the pay range established for the lower classification, at a salary nearest to the salary amount received in the previously held position. b.) Any employee who voluntarily requests a demotion to a classification in a pay range below that previously held shall be paid at a rate within the pay range established for the lower classification based upon job qualifications (i.e., education, training and experience).

4.10 Administrative Salary Increase Outstanding Performance: The Village Manager may, upon recommendation of a Department Director and approval of the HR Director, grant an administrative pay increase of four percent (4%) to an employee for performance considered by the Department Director, HR Director and Village Manager to be outstanding. Such increases may be granted only in limited numbers based upon exceptional circumstances and shall not exceed one such increase per employee per year. Such increase shall not cause an employee to exceed the maximum of his/her range.

Section 5 Pay Plan Implementation

a.) The pay plan will commence with the first full pay period in the fiscal year.

b.) Employee increases occur annually upon anniversary (hire) date.

c.) Employees to be eligible for a merit increase must have a satisfactory job performance based on an employee evaluation by Department Director or designee.

d.) Employees promoted after October 1, 2021, will have an anniversary date that coincides with their original hire date.

Employees promoted prior to October 1, 2021, will retain their current anniversary date regardless of future promotions.

e.) Employees currently working will be placed in the range that corresponds with the closest pay grade. Under no circumstances will a reduction in pay occur as a result of integration into the plan.

Article 1
Agreement-Preamble

1.1 This Agreement is entered into by The Village of Palm Springs, Florida herein after referred to as the "Village" and SEIU/FPSU herein after referred to as "SEIU/FPSU" or "Union", to establish an orderly and peaceful procedure, to settle differences which might arise and set forth the basic, complete and full agreement between the parties and all other conditions of employment

1.2 Scope and Purpose: This Agreement Includes the entire agreement between the parties' concerning wages, hours, and terms and conditions for employment for members of the Certified Bargaining Unit~~, which unit was given~~ defined by the Florida Public Employee Relations Commission (hereafter "PERC") in Certification Number 1202~~, and which is more fully described in the Certification of Election Results and Certification of Exclusive Collective Bargaining Representative, filed~~ as clarified or modified by the ~~Florida Public Employees Relations Commission~~PERC from time to time~~on June 26, 1998~~.

The purpose of this Agreement Is to promote and maintain harmonious and cooperative relationships between the Village and the employees, both individually and collectively: to provide an orderly, peaceful and prompt means for resolving differences which arise, and to set forth the agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

SEIU / Date TCH 8/22/24 Village/ Date RO 8/22/24

Article 2
Status Quo & Employee Regulations

2.1 The existing terms and conditions of employment, including wages, hours and other benefits and responsibilities of the parties, as are currently set forth in ~~Ordinance No. 2008-07~~ Ordinance 2023-08, the Employment Regulations of the Village of Palm Springs, Florida ("Employment Regulations") are hereby Incorporated by reference and shall remain in effect to the extent the Employee Regulations do not conflict with any other provisions of the Collective Bargaining Agreement. ~~The Village and the Union acknowledge that the Village anticipates revising the Employment Regulations within the next few months.~~ The terms of the Collective Bargaining Agreement shall control over any conflict with the above referenced Employment Regulations. This Agreement also incorporates all other existing benefits, including, but not limited to, health Insurance, ~~cafeteria plan~~, and life Insurance, which are not specifically stated herein.

SEIU / Date RH 8/22/24 Village/ Date AD 8/22/24

Article 3
Management Rights

3.1 The Village reserves and retains all, rights, power, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of the Agreement.

3.2 The SEIU/FPSU and the employees covered under this Agreement recognize and agree that the Village has the sole and exclusive rights as specifically provided for in this Agreement, to manage and direct and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Direct, supervise and maintain the efficiency of all employees and the operations of the Village;
B. Take whatever action may be necessary to carry out the mission and responsibility of the Village in unusual and/or emergency situations;
C. Schedule and assign the work to the employees and determine the size and composition of the work force.
D. Assign overtime work to employees, when necessary.
E. Determine the services to be provided to the public and the maintenance procedure, materials, facilities, and equipment to be used, and to Introduce· new or improved services, maintenance procedures, materials, facilities, and equipment;
F. Hire and rehire and determine the criteria and standards of selection for employment (Including minimum qualifications);
G. Fire, demote, suspend or otherwise discipline for cause;
H. Set procedures and standards to evaluate Village employee's Job performance including the formulation and/or amendment of job descriptions;
I. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement.
J. Create, expand, reduce, alter, combine, assign, or cease any job;
K. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the sole discretion of the Village, good business

judgment makes such curtailment or discontinuance advisable;

L. Determine the number, location, and operation of all departments and division thereof;

M. Contract and/or subcontract any existing or future work for legitimate business reasons;

N. Require any and/or all bargaining unit employees to submit to an examination by a medical doctor (Including a psychiatrist) based upon the reasonable belief that the employee is unable to perform any or all of his assigned Job duties.

Employees may be required to take a physical and/or psychological examination given by a Village authorized physician and/or psychologist to determine fitness for duty when the Village has a reasonable suspicion that the employee is unfit to perform his/her duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Any fitness for duty examination required by the Village shall be while the employee is "on-duty" and all costs associated with the examination will be borne by the Village.

With respect to any disagreement regarding medical determinations made in fitness for duty certifications, the Village's authorized physician and/or psychologist and the employee's principal treating physician and/or psychologist shall select a third qualified, licensed and neutral physician and/or psychologist to conduct an examination of the employee. The medical determination made by the neutral, physician and/or psychologist shall be final and binding on all parties. All costs Incurred emanating from the examination by the neutral physician and/or psychologist shall be paid entirely by the Village.

3.3 The above rights of the Village are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the Village in its' general capacity as management. Any of the rights, power, and authority that the Village has prior to entering into this collective bargaining agreement, except as

expressly limited or modified by a specific provision of the Agreement, is retained by the Village.

3.4 If the Village fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the Village's right to exercise any or all such functions.

3.5 If, In the sole discretion of the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3.8 The exercise of the management rights set forth above shall not preclude the SEIU/FPSU or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the SEIU/FPSU or the employee feel that the action taken by the management violated a specific provision of this Agreement.

3.7 Nothing contained in this Article shall be construed to waive the SEIU/FPS right to engage in impact bargaining as to exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the SEIU/FPSU and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact item. If the impact item is not resolved within ten (10) days, either party shall be free to invoke the impasse resolution procedure under the Public Employees Relation Act. The parties hereby agree that all impasse resolution procedures must be concluded within sixty (60) days of the notice of the exercise of the management right which provided the basis for the impact bargaining request. Under no circumstances shall the SEIU/FPSU's request unreasonably delay the Village's exercise of any management right.

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Article 54
Bargaining Unit Identification

4.1 The Village will provide annually to SEIU/FPSU so long as it remains the certified bargaining agent recognized by PERC, a roster of the bargaining unit, including:

Name, address*, phone number, job classification and current salary.

Addresses and phone numbers shall not be provided as it relates to employees holding positions where Florida's Public Records Law has designated such information as confidential or exempt.

4.2 The Village agrees to recognize the Officials, Officers, Chief Steward, and stewards designated by the Union as agents of the Union provided the Union remains the certified bargaining agent designated by PERC. The aforementioned agents of the Union, with prior written notification to the Director of Human Resources shall be admitted to the property of the Village for the purposes of administering the Agreement. The Village shall have no responsibility to organize, plan, or reserve Village facilities for the Union to hold meetings to administer the Agreement. The aforementioned officials shall only meet with the Village employees in non-work areas (i,e. the break room) and during non-work time. Nothing in this section shall preclude or interfere with the Village's right to control access to Village facilities for safety and/or security purposes.

Updated during reopener last year

SEIU / Date JH 8/22/24 Village/ Date AP 8/22/24

Article 65
Management
Grievances - Arbitration Procedure

5.1 A grievance is defined as a dispute between the parties, which includes, but is not limited to, the interpretation and application of the terms of this Agreement.

The grievance procedure is as follows:

A.) Step 1 - A management representative may present a written or oral grievance to the Union representative within ten (10) working days of the occurrence giving rise to the grievance. The Human Resources Director and Village Manager ~~department director~~ shall be notified Immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance is presented to the department director.

B.) Step 2 - If the grievance has not been satisfactorily resolved at Step 1, the management representative may submit the grievance, in writing, to the Union agent within ten (10) working days from the date upon which the Union's Step 1 response is due. The written grievance shall explain the basis of the grievance and a proposed remedy. The Union agent shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

C.) Step 3 - If the grievance is not resolved In Step 2, Management may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation & Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step ~~3~~2. The Village Manager shall have the exclusive right to proceed to arbitration on behalf of the Village.

5.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

5.3 The cost of the arbitration shall be divided equally between the parties.

5.4 By mutual consent the parties may submit any grievance to an agreed upon mediator (FMCS) at the earliest convenient date. The parties agree to

SEIU / Date RH 8/22/24 Village/ Date RD 8/22/24

share the cost (excluding attorney's fees) of mediation equally. Any grievance unresolved following mediation may proceed to arbitration.

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Article ~~8~~6
Dues Check-Off

~~6.1 Upon receipt of a written authorization form from an employee, the Village agrees to deduct Union dues each pay period and remit deductions to the Union within fifteen (15) calendar days from the end of each month collected. The Union will notify the Village, In writing, fifteen(15) calendar days prior to any change in the regular Union due's structure.~~

~~8.1~~ ~~An employee may revoke his/her dues deduction by submitting such request in writing to the Village. The Village shall forward a copy of such written notice to the Union.~~The Village shall not deduct dues, fines, penalties or other sums from any employee's paycheck.

~~8.2~~ 6.2 The Union will pay the Village the sum of $300 per annum for ~~dues deduction &~~ contract related services.

SEIU / Date R 10-8-24 Village/ Date KD 8/10/24

Article ~~9~~7
Appendices and Amendments

~~9~~7.1 This Agreement shall not be modified, altered, changed, or amended in any respect unless in writing, signed by the parties, and ratified by the Village Council, and a majority of the voting employees of the bargaining unit, as provided by law.

SEIU / Date RH 8/22/24 Village/ Date RD 8/22/24

Article ~~10~~8
Notice

~~10~~8.1 As required for any purpose in the Agreement. notice shall be addressed and sent to the Village and Union, as follows:
Village:

~~Village Manager's Office~~ Human Resources Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Union:
SEIU/FPSU
4000 Hibiscus Street
West Palm Beach, FL 33401
~~2112 South Congress Avenue, Suite 205~~
~~Palm Springs, FL 33406~~

SEIU / Date RH 8/22/24 Village/ Date RD 8/22/24

Article ~~11~~9
Severability

~~11~~9.1 If any provision of this Agreement or the application of such provision, should be rendered or declared invalid or unconstitutional by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SEIU / Date RL 8/22/24 Village/ Date AD 8/22/24

Article 102
Rights of Employees

10. 1 The employees in the Bargaining Unit shall have the right to join or assist the Union or to refrain from any such activity, as provided by law.

10.2 The Village agrees to the preservation of employee rights as described in this Article.

10.3 All provisions of this Agreement shall be applied fairly and equitably to all employees in the Bargaining Unit

10.4 Employees may request a Union representative to be present when they believe a meeting with a supervisor may lead to discussions which could form the basis of disciplinary action.

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Article 113
Non-Discrimination

11.1 The parties agree that they will not discriminate against any employee because of race, color, gender/sex, national origin, religion, marital status, disability, age, marital status, veteran or military status, genetic Information, sexual orientation or because of a status as a member
in any other group protected by applicable law. Nothing herein shall restrict the Village from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

11.2 The SEIU/FPSU and/or its individual Members will not discriminate against or harass any employee who does not choose to become a member of the SEIU/FPSU.

11.3 There shall be no discrimination, interference. restraint, or coercion by the Village against any employee for his activity on behalf of, or membership in, the SEIU/FPSU.

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Article 124
SEIU/FPSU Business and Representation

12.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the SEIU/FPSU. Further, nothing contained herein shall preclude any employee from discussing a problem directly with his immediate supervisor or any other Department official without the intervention of the SEIU/FPSU provided, however, that such supervisor or other department official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his supervisor shall not set a precedent for the settlement of any other disagreement invoking the same on other employees.

12.2 The Village shall recognize the following SEIU/FPSU Stewards and alternate SEIU/FPSU Stewards to represent bargaining unit employees as described in paragraph 123.3 below:

a.) Bargaining Unit-One (1) Chief Steward
b.) Bargaining Unit - Five (5) Alternates

A written list of the SEIU/FPSU Stewards and the Alternate Stewards shall be furnished to the Village Manager prior to the effective date of the SEIU/FPSU Stewards and Alternate Stewards assuming their duties. Prompt written notification of changes shall be provided to the Village Manager. No Steward or Alternate will be recognized by the Village unless written notification was presented prior to such Steward or Alternate Stewards assuming his/her duties.

12.3 SEIU/FPSU Stewards shall be permitted to process formal grievance procedures herein while on duty; provided that this activity does not interfere with the Steward's duties as an employee, the duties of other employees, or any other aspect of the Departmental operation. No more than one (1) Steward or one (1) Alternate Steward shall attend a grievance meeting while on duty.

12.4 Under no circumstances shall any SEIU/FPSU Steward leave his assigned duties to process a formal grievance under the grievance procedure herein without first obtaining authorization from his/her supervisor or his/her designee. Such authorization shall not be unreasonably withheld.

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12.5 The function of the Alternate Stewards is to substitute for the Steward in the exercise of the duties set forth in 124.3 above if the Steward is absent or otherwise. Unavailable due to leave, training, work assignment, or other operational needs. Where the Alternate Steward substitutes for the Steward, he/she shall have the same rights and responsibilities and shall be subject to the same restrictions as the Steward.

~~14.8~~12.6 The use of Village equipment for SEIU/FPSU business is subject to the sole approval of the Village Manager; such as copiers, telephone, pens/pencils, computers, or similar Items.

~~14.7~~12.7 Each member of the SEIU/FPSU shall be permitted to donate two (2) hours of compensated time per year to a time pool to be used for SEIU/FPSU activities. The use of the time pool shall be administered at the discretion of the SEIU/FPSU. All unused hours donated by members will be carried over to the next year.

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Article 135
Bulletin Boards

135.1 The Village shall furnish the SEIU/FPSU with space for a Bulletin Board in such locations as agreed by both parties.

13.2 The SEIU/FPSU shall utilize the Bulletin Boards only to post the following:

A. Notice of SEIU/FPSU Meetings
B. Notice of SEIU/FPSU Elections and Association results
C. Copies of SEIU/FPSU Constitutions and By-Laws and Amendments thereto
D. Notice of recreational and social affairs of the SEIU/FPSU
E. Copy of this Agreement
F. Notices of Dues (changes)
G. Names of local SEIU/FPSU Officials
H. SEIU/FPSU News Letters both local, County, and National
I. Minutes of SEIU/FPSU Meetings

13.3 All materials placed upon the bulletin board by the SEIU/FPSU will be approved by the SEIU/FPSU President or his designee. The Village Manager or his designee shall be furnished with a copy of any material to be posted prior to posting.

135.4 Under no circumstances shall the SEIU/FPSU post any Notice containing material of a political nature or material tending to directly or indirectly disparage or demean the Village or any of its elected or appointed Officials or employees.

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Article 14
Progressive Discipline

14.1 Without the written consent of the employee and the Union, disciplinary action may not be taken against and employee except for just cause, and this must be substantiated by clear and convincing evidence, which supports the recommended disciplinary action.

14.2 All disciplinary action shall be governed by applicable statutes and Employee Regulations, and provisions of this Agreement. Further, an employee shall be provided with a written copy of the charge of wrongdoing, setting forth the specific charges against that employee as soon as possible after the Investigation has begun, but in no case longer than 90 calendar days after the alleged wrongdoing.

14.3 Any information, which may be relied upon to take action against an employee, shall be shared promptly with the employee and his/her Union representative. Copies of any written information/correspondence that is relative to the action of the employee or the Investigating administrator(s) shall be provided promptly to the employee and his/her Union representative.

14.4 An employee against whom action is to be taken under this Article, and his/her Union representative, shall have the right to review and refute any and all of the Information relied upon to support any disciplinary action prior to taking such action. To this end, the employee and Union representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. The amount of time shall be mutually agreed upon by the parties.

14.5 Only previous disciplinary action, which are part of the employees personnel file or which are a matter of record in section 16.7, may be cited If these previous actions are reasonably related to the existing charge. Disciplinary actions older than a twenty-four (24) month's time frame shall not be referred to or considered in any current disciplinary action.

14.6 Where just cause warrants such a disciplinary action(s), and in keeping with provisions of this Article, an employee may be reprimanded verbally, in writing, suspended without pay or terminated upon recommendation of

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the immediate supervisor for just cause.

14.7 Except In cases, which clearly constitute a real and immediate danger to the Village or the actions/inactions of the employee, constitute such clearly flagrant and purposeful violations of reasonable Village rules and regulations, progressive discipline shall be as follows:

Employee Discussion Form shall be the form used to document verbal counseling. Employee discussion forms shall be sent to the Human Resources Department to be placed in a separate binder from the personnel file. Provided no disciplinary action has been taken employee discussion forms shall be removed from the ~~employees' file~~discussion form binder and discarded after one (1) year.

~~a.) A Verbal Warning Without Written Notice: This meeting shall serve as a Council session where the Village has the opportunity to discuss a way in which the employees' performance may improve.~~

b.) Verbal Reprimand with Written Notice: Such written notice shall be placed in the employee's personnel file and shall not be used to further detriment the employee, unless there is another reasonably related act by that same employee with a period of 24 months.

c.) Written Reprimand: A written reprimand may be issued to an employee when appropriate in keeping with provisions of the Article. Such written reprimand shall be dated and signed by the author of the reprimand and shall be filed in the affected employee's personnel file upon a receipt of a copy to the employee by certified mail.

d.) Suspension Without Pay: A suspension without pay by the Village may be issued to an employee, when appropriate, in keeping with provisions of this Article, including just cause and applicable law. The length of the suspension also shall be determined by just cause and progressive discipline as set forth in this Article. The notice and specific of the suspension without pay shall be placed in writing, dated, and signed by the Department Director and a copy shall be provided to the employee by a certified mail. The specific days of suspension shall be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file.

e.) An employee may be dismissed when appropriate in keeping with the provisions of this Article.

14.8 An employee against whom disciplinary action is taken may appeal

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through the negotiated grievance procedure as outlined in this Agreement or through the grievance procedure Included in the Village Employment Regulations, but not both.

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Article 157
Work Period and Overtime

15.1 The normal work period for SEIU/FPSU personnel covered by this Agreement shall be forty (40) hours worked in a seven (7) day work period. All hours worked in excess of forty (40) shall be paid at the rate of time and one half (1.5) of the employees' regular straight time rate in accordance with the Fair Labor Standards Act. At the employees' request, the compensation may be credited as compensatory time at the rate of time and one half (1.5), but cannot exceed seventy-five ~~(75)~~ 80 hours of accumulation. Employees who exceed the maximum accrual of compensatory time shall be paid for the time that exceeds the maximum amount effective upon ratification of this agreement. Unscheduled personal leave time, defined as leave time taken with less than three (3) days' notice, will not be considered productive time or count towards overtime calculations for the pay period during which the unscheduled leave is taken.

15.2 Nothing herein shall restrict the Village Manager or his designee from altering the starting and quitting time and/or the numbers of hours worked on a given work day for any employee covered hereunder; provided, however, that overtime or compensatory compensation (time and one half) is paid as prescribed In 17.1 above. These changes shall not be arbitrary or capricious.

15.3 Overtime work will be equally distributed among eligible/qualified employees. An eligibility list will be established by seniority and rotation used for overtime assignments.

15.4 Employees shall be required to work overtime as directed unless excused by a supervisor. In the event any employee is required to work overtime, he/she shall not be requested to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

15.5 All bargaining unit members will be required to use the Village's electronic time keeping system.

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Article 16~~8~~
Compensatory Time

16.1 The Fair Labor Standards Act (FLSA) provides that any employee of a public agency who has accrued compensatory time and requested use of this time, shall be permitted to use such time within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency. Same-day requests for use of compensatory time off are generally not considered a reasonable period and are unduly disruptive to the operations of the Village. However, in the sole discretion of the supervisor, same day requests may be granted. ~~for emergencies for which documentation must be provided within one (1) business day.~~ The use of compensatory time must be pursuant to some form of agreement or understanding between the employer and the employee in conjunction with appropriate record keeping documentation. In compliance with the FSLA, the Village will apply the following schedule for members of the Bargaining Unit~~:~~.

Compensatory time will be accrued at time and one-half. Accumulation and use of compensatory time must have the prior approval of the employee's supervisor.

16.2 It is solely the employee's choice as to whether he/she wishes to be paid for their overtime at one and one-half times their regular hourly rate of pay or take compensatory time~~:~~. The Village will not encourage employees to take one form of compensation over the other.

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Article 179
Personal Leave Time

17.1 All Bargaining Unit Members shall be eligible for inclusion in the Personal Leave Program.

17.2 Reference: Employment Regulations

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Article 1820
Bereavement Leave

18.1 Bereavement Leave shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under same policies and procedures as are applicable to all other Village Employees.

18.2 Reference: Employment Regulations

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Article 1921
Leave of Absence

19.1 Leaves of Absence with pay shall be of six (6) kinds:

A. Personal Leave, to which Bargaining Unit Employees may become entitled under the Village Employment Regulations.
B. Leaves with pay for:
    1. To take promotional exam
    2. Jury Duty
    3. Military Duty
    4. Witness Duty
C. Authorized leave with pay
D. Bereavement Leave
E. Voting Time - Time off will be granted only in those circumstances where a member on the day shift has to work beyond the end of the shift.

19.2 In the event the Department Director shall direct an SEIU/FPSU Unit Member to attend a conference, seminar, briefing session or other activity as an employee, in addition to regular pay, the Village shall pay per diem and travel expenses of the employee as provided In Employment Regulation.

19.3 Leave of Absence without pay shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village Employees.

19.4 Reference: Employment Regulations

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Article 202
Jury Duty

20.1 An employee who is legally summoned to serve on a Jury or as a subpoenaed witness shall be permitted absence with pay for the time required from such duty. Such paid time will be recorded as time worked in the computation of any overtime for the pay period that the leave falls in if the employee would have worked In excess of 40 hours in the pay period.

20.2 If an employee is called for jury duty, he/she shall promptly notify his/her Immediate supervisor within five (5) days of receipt of the summons.

20.3 In the event a holiday shall occur during the period of the employee Jury duty, he/she shall receive pay for such holiday at straight time.

20.4 The employee must provide the Department Director with proof of Jury duty service, before compensation is approved.

20.5 Reference: Employment Regulations

SEIU / Date RH 8/22/24 Village/ Date KM 8/22/24

Article 213
Maintenance of Conditions

21.1 All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the Village Manager, or benefits provided by Ordinance or Code of the Village Commission, not specifically provided for or abridge by the Agreement, shall remain in full force and in effect for the duration of the Agreement.

21.2 The Village and the SEIU/FPSU will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement; provided, however, no changes shall be made except when a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

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Article 24
Seniority

22.1 Personal leave scheduling:

Personal Leave shall be scheduled by the Department Director or his designee, as far in advance as possible, in accordance with the members' request. The length of service in rank shall take precedence where more than one member requests the same time off. Consideration shall be given to the requirement of maintaining the services the department renders, when approving personal leave requests. Changes in scheduling of personal leave shall only be made with prior approval of the Department Director or his designee.

22.2 Layoff:

The Village Manager may initiate the layoff of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material changes in the departmental organization, or for other related reasons which are outside the members' control and which do not reflect discredit on the member.

In the event of a layoff for any reason, employees shall be laid off in the reverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to his present classification in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to that classification. Employees shall be called back from a lay off according to the seniority in the classification from which the employee was laid off within the department. No new employees shall be hired in any classification until all employees on lay off status in that classification have had an opportunity to return to work.

22.3 The proposed layoff notice must be delivered to the affected employees and the Union at least thirty (30) days before the effective date of such lay off.

22.4 No lay off of a member shall be made as a disciplinary action.

22.5 The placement of employees with the department work force shall be the responsibility of the Director. When placement is made, the consideration of

seniority, merit, qualification, special skills and the like will be used as far le feasible.

SEIU / Date RH 8/22/24 Village/ Date AD 8/22/24

Article 2~~3~~5
Job Bidding & Posting

23.1 Budgeted and promotional vacancies occurring in any position within this Bargaining Unit will be filled in accordance with the following provisions:

a.) The Village shall post, in the Human Resource Department, written notices of all job openings.

23.2 The intent of the Village will be to promote within. However, in such cases that the Village is not aware that there are bargaining unit employees that possess the minimum qualifications for the open position, the Village may post outside simultaneously. Applicants from within the Village employee work force desiring to fill such a vacancy shall apply in writing by filling out the appropriate application.

23.3 The Human Resource ~~Coordinator~~ Department shall, within seven (7) business days, certify from the appropriate eligible list for each vacancy, the names and scores of the three (3) persons who stand highest on the eligible list. Training and experience may be used to establish the eligibility list. These employees shall receive an interview for the position(s) and the employee most qualified shall receive the position.

23.4 Should all things between the candidates be equal, the most senior employee shall receive the position. In the event the seniority dates are the same, placement into the position shall be by last name in ascending alphabetical order. Should the Village fail to find a qualified candidate from its' in-house search, the Village may hire from outside the Village to fill the open position.

23.5 Employees who are promoted into positions requiring special certifications/licenses, and who are allowed by the Village to study and receive certificates after being promoted, shall have a 12 month period, beginning with the date of the promotion, to gain the certification. In this connection, should the employee fail to qualify to receive the above certification, the employee may apply for other Village positions, if available. Employees, who earn pre-approved job related licenses or certifications which will enhance their service to the Village, shall receive a ~~one (1) step pay~~ 4% increase in accordance with Article ~~23~~30, for each approved professional certificate/license earned, not to exceed the salary range for that classification.

SEIU / Date JH 8/22/24 Village/ Date AD 8/22/24

Article 246 Holidays

24.1 The Village shall observe the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday of January
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday of May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday of September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday of November
Day After Thanksgiving	4th Friday of November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

24.2 For each observed holiday, a full-time employee shall be entitled to eight (8) hours of pay at the employees' regular rate of pay. Holiday pay is to be considered time worked for overtime compensation.

24.3 A full-time employee required to work and who actually works on a Village observed holiday, shall receive their regular rate of pay for all hours worked at time and one-half in addition to that payment in Section 2

24.4 Employees on personal leave, annual military leave, jury duty, bereavement leave, and other absences from duty, but on active pay status on the day the holiday is observed, must use the holiday on the same day that it is earned. Holidays that occur during personal leave shall not be charged against such personal leave.

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24.5 Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday or as designated by legal authority, i.e. Federal/State Government.

~~**24.5** Beginning fiscal year 203-2024, the Village shall recognize Juneteenth as an official Village holiday on June 19.~~

SEIU / Date RH 8/22/24 Village/ Date RP 8/22/24

Article 2~~5~~7
Safety and Health

25.1 The Village shall comply with all State and Federal regulations pertaining to the occupational safety of the members of this Bargaining Unit. The Village shall also create and maintain a safe and healthy working environment for Bargaining Unit employees.

25.2 Employees in classifications/positions where it is warranted, will receive up to two (2) pairs of safety shoes/boots of their choice. The Village Manager or his/her designee will be responsible for deciding which positions require the wearing of safety shoes/boots using recommended standards. Management shall determine the type and quality of such shoes/boots. The employees designated to receive shoes/boots will be allowed to choose directly from a vendor of his/her choice and shall be reimbursed the price of safety shoes/boots up to $~~125~~ 150 per year.

Receipts for shoes must be submitted by September 15th each year.

Receipts submitted after September 15th will be deducted against the next fiscal year's allowance.

Purchases within 30 days of conclusion of employment will not be reimbursed by the Village.

Any safety shoe/boot that is damaged beyond use while the employee is acting in the performance of their official duties shall be replaced by the Village, up to $~~125~~ 150.00, provided that the damage is not a result of negligence.

Such claim must be supported by reasonable proof and shall be subject to approval by the Department Director or his/her designee.

25.3 Safety glasses will be provided to those employees where job may be hazardous to eyes and protection warranted.

25.4 The Village shall make available immunization shots for tetanus, hepatitis, and diphtheria for all members of the Bargaining Unit as requested on a voluntary basis.

SEIU / Date RH 8/22/24 Village/ Date AW 8/22/24

Article 26~~8~~
General Provision

26.1 The Village shall pay the medical, hospitalization, and dental insurance premium for all regular employees.

Existing or comparable coverage with no decrease in benefits shall remain in effect for the duration of this Agreement; however, in the event that the Village can provide for alternative equivalent benefit options for employees, at no additional cost to the employee, then the health insurance coverage for the employee and their dependents may be amended from time to time.

Ninety days prior to any change in Insurance benefits the Village agrees to present the amended coverage proposal to the Union for Impact bargaining whenever possible.

26.2 The employee shall be allowed to place written refutations and or responses into their personnel file and/or departmental work file when those refutations or responses relate to documents placed into the employees' file, which was prepared by management.

26.3 A personnel file for all Village employees is maintained by the Village Human Resource ~~Coordinator~~ Department. If a request is made to review an employees' personnel file by someone other than the Department Director, the Human Resource ~~Coordinator~~ Department or the Village Managers' office, shall notify the affected employee of such a request. Consistent with State law, the Village agrees that upon request, a member shall have the right to inspect his/her own personnel records and shall have the right to make duplicate copies of his/her records at no expense. The Village will purge personnel flies in accordance with appropriate Florida State Statutes. The employee file maintained by the Human Resource ~~Coordinator~~ Department shall be the official file for each employee.

~~26.4~~ The Village shall notify the Union of any third-party, specific request for ~~personal~~ contact information of the entire ~~about~~ bargaining unit ~~members~~ (i.e., public records request).

SEIU / Date RH 10-8-24 Village/ Date RD 10/8/24

Article 279 Pension

278.1 —Employees who are currently participating in the employee's pension plan of the Village will be provided a copy of the plan in its entirety.

27.2 The Existing pension plan shall not be changed without first negotiating proposed changes with the Union and ratifying tentatively agreed upon changes with members of the Bargaining Unit.

27.3 All new employees will become members of the Florida Retirement System (FRS) upon employment.

SEIU / Date RH 8/22/24 Village/ Date RD 8/22/24

Article ~~30~~ 28
Probationary Period

28.1 All newly hired or rehired employees shall be subject to a probationary period of six (6) months ~~twelve (12) months.~~

28.2 All promoted employees shall be subject to a probationary period of 90 calendar days.

28.3 All demoted (voluntary or involuntary) and transferred employees shall be subject to a probationary period six (6) months.

28.4 Reimbursement for expenses (i.e., CDL licenses, work shoes, educational classes) will be after successful completion of probationary period.

SEIU / Date RH 8/22/24 Village/ Date AD 8/22/24

Article ~~31~~ 29
Worker's Compensation

29.1 The Village agrees that all SEIU/FPSU Bargaining Unit Members suffering on-the-job injuries shall be subject and entitled to all provisions of Chapter 440, Florida Statutes, The Worker's Compensation Act.

29.2 The Village agrees that SEIU/FPSU Bargaining Unit Members injured on-the-Job shall be paid a full days' wages based on the unit members' normally assigned shift for the day of the accident if the treating physician advises that the member is incapable of returning to work that day.

29.3 The Village and the SEIU/FPSU agree that members' work schedule may be changed to avoid the payment of overtime, with the required one (1) week notice, to accommodate a member who is receiving therapy after returning to work for a previous Injury received while on duty.

29.4 The Union and the Village, in an effort to minimize workplace accidents and promote workplace safety, will partner to prepare printed materials on workplace safety. Additionally, the Union will hold quarterly safety meetings with bargaining unit members in order to promote wellness, and agree to work to assign at least one (1) Union representative to the Village's safety committee.

SEIU / Date RH 8/22/24 Village/ Date AD 8/22/24

Article 302
Working Out of Classification

30.1 The term "Working Out of Classification" shall be defined as follows:

The transfer of a regular employee for a temporary period from a position in one class to position in another class having a higher maximum rate of compensation, the Department Director, may temporarily assign employees in order to bring about a better distribution of persons in the service, to effect economies or to provide training. Nothing in the Agreement shall be interpreted to preclude the fact that employees may be required to substitute in positions normally of a higher class due to personal leave, or in situations where vacancies exist pending the establishment of appropriate promotion lists.

30.2 Assignments to a higher class shall be limited to a maximum of three (3) months in any twelve-month period, except that upon a written request from the Department Director, the Village Manager may, at his/her discretion, extend assignment of an employee for an additional period not to exceed three (3) months. The time an employee spends under such assignment shall be used for computing any rights in the higher class to which he/she may be so assigned, and will count toward completion of probationary period in the lower class from which assigned.

30.3 Upon termination of assignment, the employee shall revert to the class, status, and pay rate, which he/she occupied immediately prior to his/her assignment to the higher class, and the length of time spent in the higher class shall be applied, to the service time of the lower class.

30.4 Whenever a Bargaining Unit Member is required to serve in a "Working Out of Classification", he/she shall be compensated for each period in that capacity and receive a 5% wage increase of his/her hourly rate of pay for the period.

30.5 All "Working Out of Classification• assignments shall be offered on the basis of qualifications for such assignment in the judgment of the Department Director or his designee in consultation with the Human Resources Department.

30.6 Certified Emergency Communications Training Officer: The Chief of Police or designee may assign certain Emergency Communications Officers as

Communications Training Officers. If not already certified as a Communications Training Officer, the Emergency Communications Officer shall, within one year of assignment, successfully complete an Association of Public-Safety Communications Officials (APCO) Communications Training Officer Course, or its equivalent. Once assigned, Communications Training Officers shall receive an increase to their base rate of pay in the amount of four percent (4%). The number of Communications Training Officers shall be limited to two (2) and the designated employee(s) shall receive the monetary increase for the duration of the assignment, whether in the process of training an Emergency Communications Officer or not. If the designated employee relinquishes, or is removed from the assignment, the four percent (4%) monetary increase will cease. The Chief of Police or designee shall have the right to determine the selection of Communications Training Officers and to determine their removal from the assignment.

SEIU / Date RH 8/22/24 Village/ Date AND 8/22/24

Article 313
Standby-Recall

31.1 Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional seventeen dollars and fifty cents($17.50) per weekday and twenty-two dollars and fifty cents ($22.50) per weekend day or holiday during the on-call workweek. Cell phones may be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of approved apps, camera/video functions or Internet usage is permitted. On-Call employees are expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.

31.2 ~~The Village shall implement an expanded take home vehicle pilot program. The program shall last for the duration of the contract.~~ The take home vehicle program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's future annexation area to take their Village-assigned service vehicles home. ~~The Village may, upon providing 30-days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program.~~ The program is not available to any employees who live outside of the areas referenced herein.

31.3 Employees are only permitted to use vehicles for approved work- related duties. Any employee who uses a take home vehicle for non- approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.

31.4 When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is

SEIU / Date RH 10-8-24 Village/ Date KP 10/8/24

completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.

31.5 The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit in employee from responding to the Call- Out issue within 45 minutes. Supervisors, whether or not assigned to On- Call status, shall be available on their Village-issued cell phones in the event of a major emergency.

31.6 A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone and/or failure to report to a call-out issue may result in disciplinary action.

31.7 On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation when the callback begins between 8:00 a.m. and 12:00 a.m. or three (3) hours of compensation when the callback begins between 12:01 a.m. and the employee's scheduled start time. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one half (1.5). Compensation may be taken as pay or compensatory time.

31.8 On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.

~~**33.1** Non-exempt employees who are assigned to be "On-Call" during a particular workweek are entitled to receive an additional five percent (5%) of their regular hourly pay rate for hours worked during the on-call workweek. Cell phones will be assigned to employees who are on-call for official business only. Only work-related calls, texts, use of apps, camera/video functions or Internet usage is permitted. On-Call employees ate expected to answer their cell phones immediately. On-Call employees must be able to respond to their assigned workstation regarding the callout issue within 45 minutes.~~

~~**33.2** The Village shall implement an expanded take home vehicle pilot~~

Village/Date JH 10-8-24 Union/Date RD 8/10/24

~~program. The program shall last for the duration of the contract. The program permits On-Call employees who live within fifteen (15) miles of the Village and/or the Village's Mure annexation area to take their Village-assigned service vehicles home. The Village may, upon providing 30-days' notice to the Union, revoke the pilot program. During the pilot program, no employee shall be required to reimburse the Village for participating in the take home vehicle pilot program. The program is not available to any employees who live outside of the areas referenced herein.~~

~~**33.3** Employees are only permitted to use vehicles for approved work-related duties. Any employee who uses a take home vehicle for non-approved work-related duties will forfeit their use of a take home vehicle for a duration to be determined by their Department Director and may be subject to disciplinary action. In addition, the personal use of a Village-owned vehicle may be considered part of an employee's taxable income and the Village would be required to add the value of the personal use to the employee's wages and subject that value to taxation.~~

~~**33.4** When called out, On-Call employees, who do not live within fifteen (15) miles of the Village and/or the Village's future annexation area and do not take their Village-assigned service vehicle home, will report to their Village workstations to pick up their service vehicle for use during the call-out, and return the vehicle to the Village workstation when their work is completed. Employees who are On-Calf will report to a call-out Issue in their assigned uniforms and with their assigned equipment completed. Employees who are On-Call will report to a call-out issue in their assigned uniforms and with their assigned equipment.~~

~~**33.5** The personal activities of an employee who is on call are unrestricted, with the exception of activities which would prohibit an employee's ability to perform their job duties in a safe and competent manner, or which would prohibit any employee from responding to the Callout issue within forty-five (45) minutes. Supervisors, whether or not assigned to On-Call status, shall be available on their Village-issued cell phones in the event of a major emergency.~~

~~**33.6** A list of employees and supervisors subject to On-Call status will be maintained by Public Works and the Water Plant Superintendents. On-Call employees shall be selected from this list on a rotational basis, each week. Failure of an On-Call employee to answer the Village-provided cell phone~~

Village/Date RLL 10-8-24

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~~and/or failure to report to a call-out issue may result in disciplinary action.~~

~~**33.7** On-Call employees responding to a call-out issue will be paid a minimum of two (2) hours of compensation. All time spent by an On-Call employee responding to a call-out issue will be paid at time and one-half (1.5). Compensation may be taken as pay or compensatory time.~~

~~**33.8** On-Call provisions do not apply to an employee held over from his assigned workday, or to such instances in which an employee is called in two (2) hours or less prior to the beginning of his/her scheduled shift.~~

Village/Date RH 10-8-24

Union/Date [illegible] 10/8/24

Article 324
Higher Education and Training

32.1 Educational Incentive shall be provided to bargaining unit employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

32.2 Reference: Employment Regulations, Tuition Reimbursement Policy

32.3 The plan shall be applicable to any full-time employee of the Village who has been employed by the Village for a minimum of twelve (12) months prior to the date on which the employee makes the request for participation.

32.4 This plan is applicable only to educational programs offered by postsecondary Institutions, which are accredited by the Southam Association of Colleges and Schools, Commission on Colleges.

32.5 Any employee with regular status, with the approval of the Department Director and the HR Director ~~Village Manager or his designee~~, may receive leave and/or financial aid to cover a portion of certain expenses or training provided that:

a) Adequate funds (not to exceed $2,500 per employee per fiscal year) for such training are available in the budget of the department to which the employee is assigned or available for training funds allocated for such purposes.

b) Completion of such training will improve the employees' job knowledge and increase his/her efficiency.

c) In the event the final examination is failed or the training Is not completed, the employee will reimburse the Village for the total cost of all Village expanses Involved in such training.

d) Upon completion of a course in an approved program, an employee may apply for tuition reimbursement In an amount equivalent to a portion of the tuition cost according to the following

Village/Date RH 8/22/24 Union/Date ~~AO~~ 8/22/24

schedule:

Course Grade "C"	50% Reimbursement
Course Grade "B" or "Pass"	75% Reimbursement
Course Grade "A"	100% Reimbursement

e) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the regionally accredited institution. ~~Florida Atlantic University for a Bachelor's degree program or Palm Beach State College for an Associate's degree program.~~

f) If the employee leaves the employment of the Village within one (1) year after completion of such training, the employee will reimburse the Village for all Village funds Invested In such training. If the employee leaves the Village within one (1) to two (2) years after completion of such training, the employee will reimburse the Village for one-half (%) of the Village funds Invested for such training.

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Article 3~~5~~
Voluntary Resignation

3~~5~~.1 Any SEIU/FPSU Member who submits their voluntary resignation shall give not less than two (2) weeks prior notice thereof, and shall continue employment during the notice period unless otherwise voluntary and mutually agreed upon with the Department Director. Failure to work during the said notice period without agreement shall result in loss of accrued personal leave termination pay on a for day basis.

Village/Date RH 8/22/24 Union/Date AD 8/22/24

Article 348

Health and Insurance Benefits

348.1 Health and Insurance Benefits shall be provided to SEIU/FPSU covered employees in the same manner and under the same policies and procedures including benefit levels and contributions, as are applicable to all other Village employees.

Village/Date RH 8/22/24 Union/Date XD 8/22/24

Article 3~~57~~
Drug Free Workplace

35.1 The Village of Palm Springs is committed to providing a safe work environment for Its employees. Substance abuse is a national problem, which impairs the health and safety of employees, promotes crime and harms our community. The Village is addressing this problem by ~~Instituting~~ maintaining a DRUG FREE WORK PLACE ~~PROGRAM~~Policy, In accordance with ~~the FLORIDA DRUG FREE WORKPLACE PROGRAM as provided In~~ Section 440.102~~, Florida Statutes and Rule 38F-9004, Florida Administrative Code~~ and its Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers.

35.2 The Drug Free Work Place ~~Program~~ Policy and the Alcohol and Drug Testing Program for DOT-Covered Commercial Motor Vehicle Drivers shall be provided to SEIU/FPSU Bargaining Unit Employees in the same manner and under the same policies and procedures as are applicable to all other Village employees.

35.3 Reference: Employment Regulations and Personnel Policies/Handbook

Village/Date RH 8/22/24 Union/Date RD 8/22/24

Article 3~~6~~8
Uniforms

36.1 Employees who are required to wear uniforms (Utilities, Public Works and other field personnel) shall receive the following uniform items; ~~Eleven (11)~~ Eight (8) sets of any combination of shorts, pants, short sleeve shirts and long sleeve shirts. Employees will receive the same number of uniform pieces each year to accomplish the task assigned. The cost of the uniforms shall be borne by the Village. Employees will be responsible for the maintenance of their uniforms.

36.2 In addition to the number of uniform pieces outlined above, Utilities, Public Works and other field service personnel shall receive:

- ~~Five (5) t-shirts~~ annually – ~~Maybe replace with hats or sunglasses~~ 1 Hat and 1 pair of safety rated sunglasses each year.
- ~~Windbreaker – Rain~~ Jacket and other protective apparel will be provided upon request by the bargaining unit member and by the Village's approval and budget availability, during the term of this Agreement.

The Police Department shall provide non-sworn personnel uniforms per the Police Departments General Orders.

All other employees not issued a uniform may receive Village shirts/jackets, as approved by the Village, not to exceed $125 annually. All purchases are subject to Federal, State and Local taxes in accordance with IRS Guidelines.

Employees shall have the right to waive all or part of the t-shirts, polo style shirts, windbreaker or jacket, based on position.

36.3 Uniforms must be maintained in the condition provided to give professional appearance and follow the Village's Dress Code. Alterations must have prior approval of Department Directors or their designee.

36.4 The Village reserves the right to choose color, style, text and logo identification on all uniforms purchased by the Village

Village/Date RH 10-8-24 Union/Date [illegible] 10/8/24

Arrticle 379
Compensation Plan

379.13 All Bargaining Unit Members will receive a ~~five~~ three percent (3~~5~~%) Across the Board increase. payable the first full pay period of fiscal year 2024~~2~~-2025~~3~~ which begins Wednesday, October 2~~5~~ through Tuesday, October 8~~11~~. Across the Board increases shall be paid retroactively to the first full pay~~.~~ period of fiscal year 2024~~2~~-2025~~3~~. For the duration of the contract, the minimum and maximum of the pay range shall be adjusted by the same percentage as the Across the Board increase.

379.2~~14~~ **Prior to** ~~After~~ the 3~~5~~% Across the Board increases being ~~are~~ applied, Bargaining Unit Members whose pay rate is below the minimum market pay rate for their position shall receive a ~~salary~~ market adjustment that will raise their pay rate to the minimum market pay rate established as a result of the 2024~~2~~ pay plan ~~salary~~ survey. The salary adjustment shall be paid retroactively to the first full pay period of fiscal year 2024~~2~~-2025~~3~~.

~~**379.315** After the market pay rate adjustments are made to eligible Bargaining Unit Members. pay equity adjustments will be applied to the pay rate of those eligible Bargaining Unit Members to provide credit for the time the member has served in the position. Pay equity adjustments shall be paid retroactively to the first full pay period of fiscal year 2022-2023.~~

~~**379.416** Effective April 1. 2023, all Bargaining Unit Members will receive a one percent (1 %) Across the Board increase. payable the first full pay period after April 1, 2023 which begins Wednesday, April 5 through Tuesday. April 11.~~

379.5~~17~~ ~~For the duration of the contract only~~ Eemployees who are ~~identified in Appendix B ("~~"Topped Out"~~)~~ at the time of the adjustments for fiscal year 2024-2025 ~~shall be permitted~~ to exceed the maximum of the pay range for merit increases. ~~and shall only receive Across the Board increases.~~

379.6~~18~~ All Bargaining Unit Members shall be evaluated, in order to be eligible for a two (2%) merit increase for fiscal year 2024-2025. ~~but no merit increases shall be provided for fiscal year 2022-2023.~~ If a score of 27 is received on the General Employee Evaluation, the member can

Village/Date ~~RH 10-8-24~~ RD 10/8/24

Union/Date RH 10-8-24

appeal. (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 36 is received on the Supervisor Employee Evaluation Form, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker.

Village/Date ~~RH 10-8-24~~ AD 10/8/24

Union/Date RH 10-8-24

Article 3840
Grievance-Arbitration Procedure

38.1 A grievance Is defined as a dispute between the parties, which Includes, but Is not limited to, the Interpretation and application of the terms of this Agreement.

The grievance procedure is as follows;

D.) Step 1 - An employee or Union representative may present a written or oral grievance to the ~~Union representative~~department director within ten (10) working days of the occurrence giving rise to the grievance. The employees' department director shall be notified immediately by the Union, and together they shall attempt to resolve the grievance within five (5) working days after the grievance Is presented to the department director.

E.) Step 2 - If the grievance has not been satisfactorily resolved at Step 1 within five (5) working days, the Union representative may submit the grievance, in writing, to the Human Resources Director within ten (10) working days from the date upon which the Department Director's Step 1 response is due. The written grievance shall explain the basis of the grievance, the specific Article and Section of the agreement allegedly violated, and a proposed remedy. The HR Director shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

F.) Step 3 - If the grievance has not been satisfactorily resolved at Step 1, the Union representative may submit the grievance, in writing, to the Village Manager within ten (10) working days from the date upon which the ~~Union's~~ Human Resource Director's Step ~~1~~2 response Is due. The written grievance shall explain the basis of the grievance, the specific Article and Section of the agreement allegedly violated, and a proposed remedy. The Village Manager shall attempt to resolve the grievance and shall render a decision in writing within five (5) working days after it has been presented.

G.) Step 4 - If the grievance is not resolved in Step ~~2~~3, Union may request a final and binding disposition by filing a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within sixty (60) calendar days of the completion of Step 3. The Union shall have the exclusive right to proceed to arbitration on

Village/Date RH- 8/22/24 Union/Date KO 8/22/24

behalf of the ~~Village~~grievant.

38.2 Failure of either party to respond within the timeliness guidelines of a grievance shall result in the grievance being advanced to the next step.

38.3 The cost of the arbitration shall be divided equally between the parties.

Village/Date JLH 8/22/24 Union/Date RD 8/22/24

Article 3941
Work Stoppages

39.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job action or refusal to perform assigned work by the employees covered under this agreement.

39.2 It shall be a violation of this agreement for any employee, while on duty, to fall or refuse to cross any picket line or other demonstration If such failure or refusal In any way delays or interrupts performance of work.

39.41.3 The parties agree that any employee who participates In or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Village. Nothing herein shall restrict the Village from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

41.439.4 The Union recognizes that the Village and the employees, covered hereunder are responsible for and engaged In activities which are the basis of health, safety and welfare of the Villages citizens and that; therefore, any violation of this article would give rise to Irreparable damage to the Village and the public at large. For the purpose of this Article, It Is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article. Accordingly, It Is understood and agreed that In the event of any violation of this article, the Union agrees to the Issuance of legal and equitable relief against the Union, Its officers, and agents, in accordance with applicable laws.

Village/Date RH 8/22/24 Union/Date RP 8/22/24

Article 402
Shift Differential Pay

40.1 Shift differential will be paid to those employees permanently assigned to eight (8) hour shifts other than first shift as follows:

Second Shift	(4 p.m. – 12 p.m.)	$0.8065/hour
Third Shift	(12:01 a.m. – 8 a.m.)	$1.00 0.85/hour

40.2 This article also applies to Emergency Communications Officers who work twelve (12) hour shifts.

40.240.3 Shift differential will only be paid on hours actually worked. All leave on holidays not worked will be paid at the basic hourly rate and will not Include shift differential.

40.340.4 When overtime is worked, the shift differential will be paid on hours worked and will be used in computing the time and one-half rate.

40.440.5 Employees permanently assigned to a second or third shift will receive their base rate plus the their shift differential no matter what hours they may work on a temporary assignment (1st, 2nd, or 3rd). Employees permanently assigned to first shift will not receive shift differential for coming in early or staying late.

40.540.6 Employees when assigned by Department Director or designee to a shift other than their permanent shift will receive shift differential pay as outlined above.

Village/Date RH 10-8-24 Union/Date RD 10/8/24

Article 413
Local Emergency Pay Conditions

41.1 Definition: Local emergency condition; a condition where regular operations of the Village are severely limited/suspended by a local declared emergency.

41.2 The purpose of this article Is to describe how employees are to be paid in the event of a serious designated Village local emergency, i.e. hurricanes, tornados, gas leaks, terrorist events. The Implementation of the emergency conditions pay policy will occur when an authorized Village official issues a proclamation declaring a state of local emergency in the Village. The state of local emergency shall continue in effect until rescinded by the Village Manager, only after sufficient recovery, when a return to normal business hours can occur.

A. Hourly (non-exempt) employees
   1. All hours actually worked shall be recorded as regular hours.
   2. Employees will be paid their regular compensation of all hours they are schedule to work, but released from work.
   3. Employees will be paid at a premium rate of time and one half for all hours actually worked during the emergency declaration.
   4. Shift personnel scheduled on a day off and did not work, no compensation will be paid.
   5. Shift personnel on a scheduled day off and called to work shall be paid for hours worked at time and one half for all hours worked.
   6. Leave requests approved prior to a declared emergency will be honored if In the Department Directors opinion the absence will not adversely affect the Village operations.

41.3 Employees who are directed to report for work during the designated emergency and fall to do so are subject to discipline up to and Including dismissal.

413.4 Employees must understand that some employees could be assigned to other departments/tasks/responsibilities not normally associated with their permanent position. This is necessary for the general welfare and

Village/Date RH 8/22/24 Union/Date AW 8/22/24

operation of the Village during a designated emergency.

413.5 Employees, following the end of the declared local emergency, will be compensated following approved guidelines as established by labor agreements or employee regulations.

Reference: Employee Regulations – Emergency Pay Plan

Village/Date RLT 8/22/24

Union/Date [illegible] 8/22/24

Article 42
Union Leave

42.1 Bargaining unit employees, when requested by the Union, may be granted Union Leave for the purpose of working for the Union away from the Village. Up to two (2) members may be granted Union Leave of up to eighty (80) hours. The Union will reimburse the Village so there is no loss of wages, benefits, or other associated costs.

42.2 The Union will hold harmless the Village while the employee Is working for the Union.

42.3 Under no circumstances will the employee on Union Leave take any action deemed inappropriate towards the Village.

Village/Date RH - 8/22/24

Union/Date AD 8/22/24

Article 4~~5~~
Duration of Agreement

43.1 **~~45.0~~** ~~Effective upon ratification of t~~This Agreement shall become effective on October 1, 2024~~, the language negotiated by the Parties in Articles 5, 26, 33, 39, and Appendix B of the CBA shall be added to their respective articles. Article 39~~ and shall remain in effect until midnight on September 30, 2027 or upon PERC issuing an order revoking the certification of the Union, whichever occurs first. ~~Any provisions contained in the previously ratified articles of the CBA not expressly mentioned in this Re-opener Agreement shall remain in full force and effect.~~Each party shall have the right to reopen one (1) Article for the fiscal years 2025/2026 and 2026/2027 and the Wage Article. Both parties must notify each other of their intentions to start negotiations between March 1st and May 30th prior to the applicable fiscal year.

43.2 The parties agree that the ratification of this Agreement resolves all open issues for the period of this Agreement.

THIS AGREEMENT was tentatively agreed upon by the Village Manager's designee and SEIU/FPSU's Chief Negotiator and Agent.

FOR THE SEIU/FPSU

~~Rodrigo Chief~~Hidalgo
Chief Negotiator and Agent
SEIU/FPSU

FOR THE VILLAGE

Michael Bornstein Village Manager

THIS Agreement was ratified by the parties on the last date shown below:

~~Joseph Brenner~~Rodrigo Hidalgo
SEIU/FPSU

Bev Smith Mayor

Village/Date ~~10-~~ RO 10/4/24

Union/Date RH 10-8-24

Date

Date

Village/Date XD 10/4/24

Union/Date RH 10-8-24

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: HR Department

ITEM #6: Police Benevolent Association (PBA) Agreement - Reopener - 2025

Summary: The Village Council is requested to approve the proposed (PBA) Collective Bargaining Reopener with an effective date of October 1, 2024

This year, the Village conducted a review of neighboring Police Departments starting salaries for Police Officers. This was completed to determine where the Village stood in the market compared to other agencies. The goal is for the Village to be competitive when hiring and retaining police officers. A review of the data confirmed the Village was the lowest in the market. Therefore, the starting pay has been increased from $60,021 to $70,019, which places the Village in a competitive position. Additionally, an increase to the salaries of all current Police Officers, Lieutenant, and Sergeants will be effective on October 1, 2024 (the first full pay period) and implemented after approval by Council.

The Articles with significant changes from the previous contract are:

- Article 41
- Appendix "C" Salaries

Note: There will be no merit increases for FY 2025.

PBA members will vote on the proposed contract on a date to be determined. If the vote passes, the contract will go into effect on October 1, 2024.

FISCAL IMPACT:
The impacts related to the proposed salary increases have been included within the approved FY 2025 Budget - General Fund.

ATTACHMENTS:
1. Police Benevolent Association Tentative Agreement Placeholder

TA Placeholder – Will be provided prior to Council Meeting

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Finance

ITEM #7: Resolution No. 2024-46 - Budget Transfer from Fund Balance FY 25

SUMMARY: The staff has requested that the Village Council consider a $55,000 transfer from the Fund Balance of Community Redevelopment Agency (CRA) and increasing the CRA land funds through a reimbursable loan from General Fund to Lake Worth CRA to $2,300,000 (an increase of $1,437,068).

If approved, the proposed budget transfer would amend the Lake Worth (LW) Road district's budget based on actual and estimated cost projections for the remainder of the fiscal year.

- Increase use of LW CRA Fund Balance $55,000
- Increase LW CRA Land by $1,092,068
- Increase LW CRA Improvements Other than Buildings $400,000
- Increase Transfer from General fund to CRA $1,437,068
- Increase General Fund Transfer to CRA $1,437,068
- Increase General Fund Appropriated Fund Balance $1,437,068

After the transfer, the appropriated fund balance will move from $787,329 to $842,329. It will also increase the LW CRA Land Amt to $1,900,000 and LW CRA Improvements to $440,000.

FISCAL IMPACT:
Appropriate $55,000 of unused fund balance to cover Land Acquisition in Lake Worth Road District Community Redevelopment Area. Additionally, transfer funding from the General Fund in the amount of $1,437,068 to cover Land Acquisition and Building Improvements for 2nd Avenue N property.

ATTACHMENTS:
1. Resolution No. 2024-46 Budget Transfer
2. Budget AD Amendment CRA 1
3. Budget Amendment CRA 1
4. CRA Amendment Explanation

RESOLUTION NO. 2024-46

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVE THE TRANSFER OF $55,000 FROM THE FUND BALANCE OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) TO CARRY FORWARD UNSPENT LAND ACQUISITION COSTS IN THE LAKE WORTH ROAD DISTRICT OF THE PALM SPRINGS CRA FOR THE FY24-25, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2025 Annual Operating Budget under Ordinance No. 2024-08 on September 26, 2024; and

WHEREAS, the Village finds it is necessary to transfer $55,000 from the Fund Balance of Community Redevelopment Agency (CRA).

WHEREAS, the proposed budget transfer would amend the Lake Worth Road district's budget based on actual and estimated cost projections for the remainder of the fiscal year; and

WHEREAS, $55,000 of unused fund balance to cover Land Acquisition in Lake Worth Road District Community Redevelopment Area.

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

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

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

Section 3. The revenues and expenses, as outlined in "Exhibit A" are now incorporated by reference and are now adopted as the amended budget for FY 2024 - 2025.

Section 4. 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:

	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 the Resolution duly passed and Adopted this day of November 14, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 13.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$6,969,944		$555,141				$7,525,085
Voted Debt Service Ad Valorem Tax	**0.2121**				$422,618			$422,618
Sales and Use Taxes		$3,101,441						$3,101,441
Utility Service Taxes		$3,507,467						$3,507,467
Local Business Taxes		$400,000						$400,000
Permits and Fees		$3,574,118						$3,574,118
Intergovernmental Revenues		$4,975,849		$1,000,000				$5,975,849
Charges for Services		$3,424,059				$24,628,872	$532,442	$28,585,373
Fines and Forfeitures		$296,200				$567,073		$863,273
Miscellaneous Revenues		$1,655,855		$19,500		$1,341,000	$60,000	$3,076,355
TOTAL SOURCES		**$27,904,933**	**$0**	**$1,574,641**	**$422,618**	**$26,536,945**	**$592,442**	**$57,031,579**
Transfers In		$5,309,702		$2,412,479		$423,937	$3,975,906	$12,122,024
Fund Balances/Reserves/Net Assets		$17,170,684	$6,435,383	$842,329		$11,863,345		$36,311,741
TOTAL REVENUES, TRANSFERS & BALANCES		**$50,385,319**	**$6,435,383**	**$4,829,449**	**$422,618**	**$38,824,227**	**$4,568,348**	**$105,465,344**

EXPENDITURES/EXPENSES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		$794,390						$794,390
Executive		$1,339,978						$1,339,978
Finance		$1,053,710						$1,053,710
Legal		$225,000						$225,000
Human Resources		$652,789						$652,789
Information Technology		$1,400,719						$1,400,719
General Government		$606,774						$606,774
Planning, Zoning & Building		$2,243,930						$2,243,930
Law Enforcement		$26,809,606						$26,809,606
Sanitation		$1,759,667						$1,759,667
Water and Sewer Utility						$35,918,567		$35,918,567
Stormwater Utility							$4,568,348	$4,568,348
Public Works		$7,211,080						$7,211,080
Community Redevelopment Agency				$4,829,449				$4,829,449
Economic Development								$0
Library		$1,098,154						$1,098,154
Parks and Recreation		$1,946,363						$1,946,363
Special Events		$250,950						$250,950
Debt Service					$422,618	$211,228		$633,846
TOTAL EXPENDITURES/EXPENSES		**$47,393,110**	**$0**	**$4,829,449**	**$422,618**	**$36,129,795**	**$4,568,348**	**$93,343,320**
Transfers Out		$2,992,209	$6,435,383			$2,694,432		$12,122,024
Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$50,385,319**	**$6,435,383**	**$4,829,449**	**$422,618**	**$38,824,227**	**$4,568,348**	**$105,465,344**

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

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2024-2025

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
01003-38901	Appropriated Fund Balance	$ 1,213,616.00	$ 1,437,068.00		$ 2,650,684.00
01111-59100	Transfer to CRA	$ 555,141.00	$ 1,437,068.00		$ 1,992,209.00
14003-38100	Transfer for CRA from Gen Fund	$ 306,712.00	$ 1,437,068.00		$ 1,743,780.00
14552-56100	Land	$ 807,932.00	$ 1,092,068.00		$ 1,900,000.00
14552-38901	Subsequent Years Budget	$ 465,000.00	$ 55,000.00		$ 520,000.00
14552-56300	Improvements other than Buildings	$ 40,000.00	$ 400,000.00		$ 440,000.00
					$ -
					$ -
					$ -
					$ -
	TOTAL	$ 3,388,401.00	$ 5,858,272.00	$ -	$ 9,246,673.00

EXPLANATION :

Prepared by:_____ Date:_____

Approved by:_____ Date: _____

Finance Reviewed: Date:

_____ Approved

_____ Denied _____ _____
Village Manager Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date:_____

1,900,000.00	**Land Purchase**
400,000.00	**Improvement Costs**
2,300,000.00	**Total Costs 2nd Ave N**
807,932.00	**2025 Budgeted CRA Land**
55,000.00	**Roll Forward 2024 Budgeted CRA from CRA Fund Balance**
862,932.00	**Subtotal Land Amt Before General Fund Transfer**
1,437,068.00	**General Fund Transfer**

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Public Works

ITEM #8: Resolution No. 2024-53 - Design Build Agreement and one (1) LED Message Board Sign - (FY25 - Public Works - ARPA Funded) KENCO Signs & Awning, LLC

SUMMARY: The Village is enhancing wayfinding signage, with updated entryway marquee monument signs being a significant part of this initiative. On July 15, 2024, the Village accepted proposals from several vendors to design, construct, and install five new LED monument signs at key entry points over the next three years.

The selection committee convened on August 21, 2024, to review ten submitted proposals and short-list three top-ranking vendors. On September 18, 2024, staff members met with the short-listed firms, who presented their designs. After the presentations, staff reviewed a scoring matrix and ranked the firms accordingly.

The committee ultimately selected KENCO Signs and Awning and recommended awarding them the contract. Staff will negotiate pricing with the vendor for each monument sign over the three-year contract period. The project was adopted as part of the Village's Capital Improvement Program and approval of the work for Years 2 and 3 is contingent upon the annual appropriations approval by Council. For Fiscal Year 2025, the Council approved a budget of $100,000 for the installation of the first sign at the Davis Road entrance to Village Hall, funded by the American Rescue Plan Act Fund.

FISCAL IMPACT:

A three-year contract with KENCO Signs and Awning will be negotiated, with pricing for each sign to be determined. The Council has approved a budget of $450,000 for the contract duration pending annual budget appropriations, with the FY25 allocation of $100,000 for the first sign (ARPA Funded, Account Number 01441-56300).

ATTACHMENTS:

1. Resolution No. 2024-53
2. KENCO Agreement
3. KENCO - Certificate of Insurance
4. KENCO - W9 - Form

RESOLUTION 2024-53

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE RECOMMENDATION OF THE EMPLOYEE SELECTION COMMITTEE TO SELECT KENCO SIGNS AND AWNING FOR THE DESIGN, CONSTRUCTION, AND INSTALLATION OF FIVE (5) NEW LED MONUMENT SIGNS AT KEY ENTRY POINTS OVER THE NEXT THREE (3) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is enhancing wayfinding signage, with updated entryway marquee monument signs being a significant part of this initiative. On July 15, 2024, the Village accepted proposals from several vendors to design, construct, and install five new LED monument signs at key entry points over the next three years; and

WHEREAS, the Village advertised RFQ No. 2024R-004 – **LED Message Sign Board Design Build Project** ("RFQ") in the Lake Worth Herald on June 13, 2024; and

WHEREAS, the **LED Message Sign Board Design Build Project**, is American Rescue Planning Act (ARPA) funded; and

WHEREAS, KENCO Signs and Awning Inc. located at 1539 Garden Avenue, Holly Hill, FL 32117, submitted a timely bid in response to the RFQ for an amount not to exceed $450,000 with an additional $100,000 ARPA Funds . Funding is available from (ARPA Funded, Account Number 01441-56300); and

WHEREAS, Village staff reviewed and considered the proposal from KENCO Signs and Awning; and,

WHEREAS, the Village Council finds awarding the RFQ to KENCO Signs and Awning Inc. is in the Village's best interest and serves a valid public purpose.

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 award of the RFQ and the Design Build Agreement with KENCO Signs and Awning Inc, to install five new LED monument signs at key entry points over the next three years attached hereto as Exhibit "A" and incorporated herein.

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 14th day of November 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

DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT ("**Agreement**") is made and entered into this ___ day of _____ _____, 2024, by and between the **Village of Palm Springs**, Florida, a municipal corporation ("**VILLAGE**") and KENCO Sign and Awning LLC, a Florida company authorized to do business in the State of Florida ("**CONTRACTOR**").

WHEREAS, VILLAGE, desiring to obtain professional design-build services for the design, manufacturing, and installation of LED message sign boards throughout the Village of Palm Springs over the course of the next three (3) years ("**Project**"), issued Request for Qualifications No. 2024R-004, ("**Solicitation**"); and

WHEREAS, the CONTRACTOR submitted its qualifications in response to the Solicitation, which the VILLAGE selected consistent with the Solicitation criteria; and

WHEREAS, the VILLAGE desires to pursue the Project in phases over the next three (3) years with each phase to be a specific segment of design, manufacturing and/or installation of the LED message sign board(s); and

WHEREAS, the scope of services for each phase will be negotiated with VILLAGE staff and presented to the VILLAGE Manager (if $35,000 or less) or the VILLAGE Council (if more than $35,000) for approval as a separate task order to this Agreement; and

WHEREAS, the CONTRACTOR warrants to VILLAGE that it is qualified and duly licensed to furnish the design-build services in Florida and meet the obligations set forth in the Solicitation; and

WHEREAS, the CONTRACTOR warrants that the representations made by it in its qualifications submitted in response to the Solicitation remain valid, accurate and binding upon it; and

WHEREAS, the VILLAGE finds entering this Agreement with the CONTRACTOR for the design-build services as hereafter specified serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1: RECITALS AND GENERAL INFORMATION

1.1 **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

1.2 **Scope of Services**. The CONTRACTOR shall provide the services and work requested by the VILLAGE and required under a VILLAGE approved Task Order as described herein. The general nature of the services and work to be provided by the CONTRACTOR under this Agreement are the design, manufacturing, and installation of LED message sign boards.

1.3 **Contract Documents**. The Contract Documents are incorporated herein by reference as if set forth in this Agreement and comprise the entire agreement between the VILLAGE and CONTRACTOR. The Contract Documents consist of this Agreement, the Solicitation (including, but not limited to, the documents issued with the Solicitation, addenda, attachments and exhibits); and, any duly executed and issued Task Orders, amendments to Task Orders, and amendments to this Agreement. If, during the performance of the services, the CONTRACTOR finds an ambiguity, error or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the VILLAGE, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or

clarification will be deemed a waiver of the ambiguity, error or discrepancy by the CONTRACTOR. The VILLAGE will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to CONTRACTOR's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed amendments to this Agreement or issued Task Orders;
Second Priority:	Fully executed Task Orders;
Third Priority:	This Agreement; and,
Fourth Priority:	The Solicitation.

1.4 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean the **VILLAGE Manager or designee**. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the VILLAGE Manager or the VILLAGE Council (depending on the authority set forth in the VILLAGE's Purchasing Code).

1.5 **Task Orders**. When the VILLAGE identifies a need for the CONTRACTOR's services, the VILLAGE will request a proposal from the CONTRACTOR to provide the services requested. The VILLAGE will provide the CONTRACTOR with sufficient information for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the CONTRACTOR's proposal. Upon receipt of the CONTRACTOR's proposed Task Order and proposal, the VILLAGE shall decide in its sole discretion whether to award the services proposed in the Task Order to the CONTRACTOR. Depending on the not to exceed amount of each Task Order, the Task Order may be awarded by the VILLAGE Manager or the VILLAGE Council. If Task Order is approved by the VILLAGE, the CONTRACTOR shall commence the identified services upon the VILLAGE's approval of the Task Order for the services **and issuance of a notice to proceed**. The VILLAGE reserves the right to reject any and all proposals submitted by the CONTRACTOR. A VILLAGE-approved Task Order shall include (by reference) the information provided by the VILLAGE to the CONTRACTOR (if applicable).

1.6 **Term**. This Agreement shall become effective upon approval by the VILLAGE Council and shall continue until such time as either party provides the other party with a written notice of termination as set forth herein. Each fiscal year of this Agreement and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the VILLAGE.

~~1.7 **Hourly Billing Rates**. The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first year of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's Hourly Billing Rates, the VILLAGE and CONTRACTOR may execute a written amendment to this Agreement to establish new Hourly Billing Rates for the next year of the Agreement. The VILLAGE Manager may approve changes in the Hourly Billing Rates based on the recommendation of the VILLAGE's Public Works Director or designee.~~

SECTION 2: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONTRACTOR will act hereunder as an independent contractor and none of the CONTRACTOR's, officers, directors, employees, independent Contractors, representatives or agents performing services for CONTRACTOR 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 CONTRACTOR 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 3: TIME AND TERMINATION.

3.1 Time for Completion. Time is of the essence in the performance of this Agreement. The CONTRACTOR shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule as set forth by the parties in each Task Order(s) or in an amendment hereto.

3.2 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 CONTRACTOR 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 CONTRACTOR or VILLAGE shall resume its performance as soon as is reasonably possible. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any failure to perform the services and, if the CONTRACTOR's failure to perform was without its or its sub-contractors' 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.

3.3 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.

3.4 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 five (5) business days from the date of the notice in which to commence to remedy the breach. If such corrective action is not taken within five (5) business days, then this Agreement shall terminate at the end of the five (5) business day period without further notice or demand.

3.5 Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONTRACTOR shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-contractors.

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.

3.6 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 CONTRACTOR of such occurrence and either the VILLAGE or CONTRACTOR 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 CONTRACTOR for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

4.1 Fee Schedule. The fees as negotiated for each Task Order shall remain firm for the first one (1) year of this Agreement. After the first one (1) year, the CONTRACTOR 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 an amendment signed by the VILLAGE Manager. The fee schedule shall be the basis for all fees proposed by the CONTRACTOR and in any approved task order (as applicable). Notwithstanding anything in the Agreement to the contrary, CONTRACTOR may submit a written request for an equitable adjustment of the fees or other compensation payable by the VILLAGE to CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR is entitled to the equitable adjustment, the VILLAGE may approve the equitable adjustment subject to the VILLAGE's annual budgeting limitations.

4.2 Invoices. Unless otherwise agreed in an issued Task Order, the CONTRACTOR 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
Palm Springs, FL 33461

The VILLAGE's authorized representative or designee and Finance Department will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with this Agreement. If not approved, the VILLAGE will notify the CONTRACTOR 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 VILLLAGE's receipt of the CONTRACTOR's invoice.

(a) Reimbursable Expenses. The CONTRACTOR'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. CONTRACTOR 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.

(b) 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 CONTRACTOR or its subcontractors or its subcontractors, and the use of the CONTRACTOR'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 CONTRACTOR shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

4.3 Additional Services. If the VILLAGE seeks to utilize the CONTRACTOR for any additional services related to the services identified herein, the VILLAGE and CONTRACTOR will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the VILLAGE in the form of a Task Order or amendment to this Agreement or an existing Task Order prior to said services being provided.

4.4 Status Report. The CONTRACTOR 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 CONTRACTOR for each approved task order).

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

SECTION 5: TERMS OF PERFORMANCE

5.1 Starting Work. The CONTRACTOR will not begin any of the services until authorized in writing by a Notice to Proceed from the VILLAGE based upon the CONTRACTOR's receipt of an approved Task Order for the services.

5.2 Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the VILLAGE by the CONTRACTOR 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 CONTRACTOR or receipt of payment from the VILLAGE for the same. The CONTRACTOR 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 CONTRACTOR.

5.3 Accounting Records. The CONTRACTOR's accounting records, insofar as they pertain to invoicing the Village or for disbursements made from the CONTRACTOR's account for services under this Agreement shall be open to VILLAGE's inspection and audit at the CONTRACTOR'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 CONTRACTOR which reveal individual pricing components, multipliers, or other unit pricing of the CONTRACTOR'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 CONTRACTOR's office. These records will be retained by the CONTRACTOR for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

5.4 Approval of Changes. The VILLAGE, through the VILLAGE Manager or VILLAGE Council (as applicable) 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.

5.5 Personnel. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's personnel (and all subcontractors) 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 CONTRACTOR's personnel furnished by the CONTRACTOR upon written notice by VILLAGE to CONTRACTOR of the cause for such replacement.

5.6 Conflict of Interest. The CONTRACTOR 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 CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance. The CONTRACTOR 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 CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR 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 CONTRACTOR. The VILLAGE agrees to notify the CONTRACTOR of its opinion within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the VILLAGE, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the Village shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement.

5.7 News Releases / Publicity. The CONTRACTOR shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written VILLAGE approval.

SECTION 6: VILLAGE'S RESPONSIBILITIES

6.1 Service of Others. The VILLAGE shall furnish to the CONTRACTOR, if required for performance of the Contractor'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.

6.2 Examine Work of the Contractor. Within a reasonable time so as not to delay the services of the CONTRACTOR, the VILLAGE shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONTRACTOR, obtain advice of an attorney, insurance counselor, or other Contractors, as the VILLAGE deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 7: SUSPENSION BY VILLAGE FOR CONVENIENCE. The VILLAGE may, at any time without cause, order CONTRACTOR 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 CONTRACTOR 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 8: INDEMNIFICATION. The CONTRACTOR 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 or wrongful misconduct of the CONTRACTOR, its officers, directors, employees, representatives, and agents employed or utilized by the CONTRACTOR 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 CONTRACTOR, 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 9: 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 10: SUB-CONTRACTORS. The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. All subcontractors providing professional services to the CONTRACTOR under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONTRACTOR. In the event that a subcontractor does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONTRACTOR shall indemnify and hold harmless the VILLAGE for any claim in excess of the subcontractor's insurance coverage, arising out of the negligent acts, errors or omissions of the subcontractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the VILLAGE.

SECTION 11: FEDERAL AND STATE TAX. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the VILLAGE's Tax Exemption Number.

SECTION 12: INSURANCE. Prior to commencing any services, the CONTRACTOR 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 CONTRACTOR. All such insurance policies may not be modified or terminated without the express written authorization of the VILLAGE.

Type of Coverage	**Amount of Coverage**
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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's expressly assumed, covered indemnity obligations hereunder.

SECTION 13: SUCCESSORS AND ASSIGNS. The VILLAGE and the CONTRACTOR 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 14: 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 15: 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 16: NONDISCRIMINATION. 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, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The CONTRACTOR 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 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. 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 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 Statues, 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.

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

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

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

KENCO Sign and Awning LLC
Attn: Raymond Webb
1539 Garden Ave
Holly Hill, FL 32117

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

SECTION 21: ENTIRETY OF AGREEMENT. This Agreement consists of the terms and conditions set forth in this Agreement and the (inclusive of all exhibits hereto) and the other Contract 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 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

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

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONTRACTOR 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 CONTRACTOR to terminate for cause.

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

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance

coverage.

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

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically 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 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONTRACTOR, 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 CONTRACTOR for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS. 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:

(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 CONTRACTOR 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 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 Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 CONTRACTOR'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 VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 32: 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 33: 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 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 35: SCRUTINIZED COMPANIES.

35.1 The 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 VILLAGE 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.

35.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the VILLAGE 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.

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

35.4 The CONTRACTOR 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.

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

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

SECTION 36: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

36.1 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;
36.2 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, Florida Statutes;
36.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the VILLAGE upon request;
36.4 Comply fully, and ensure all subcontractor comply fully, with Section 448.095, Florida Statutes;
36.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,
36.6 Be aware that if the VILLAGE terminates this Agreement under Section 448.095, Florida Statues, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

SECTION 37: 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.

SECTION 38: COMPLIANCE WITH SECTION 787.06. The undersigned on behalf of the CONTRACTOR attests under penalty of perjury that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Design-Build Agreement as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR:

By: Raymond Webb

Print Name: RAYMOND WEBB

Title: PRES.

[Corporate Seal]

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization on this 18th day of October 2024, by Raymond Webb, as the President [title] of Kenco Sign & Awning LLC, who is personally known to me or who has produced _____ as identification and who did affirm or swear to compliance with section 787.06 and that he/she is authorized to bind Kenco Signs & Awning LLC, to this Agreement.

Notary Seal:

KELLY MINOTT
Notary Public-State of Florida
Commission # HH 501760
My Commission Expires
July 04, 2028

Kelly Minott
Notary Public Signature

KENCSIG-01 KELSEYJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/2024

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
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kenco Sign and Awning, LLC; LED Partners Florida, LLC
1539 Garden Avenue
Holly Hill, FL 32117

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR			3AA784894	5/16/2024	5/16/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,000
							MED EXP (Any one person) $	5,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER						$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO			4213596702	5/13/2024	5/13/2025	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	2,000,000
	X EXCESS LIAB CLAIMS-MADE			EZXS3157921	5/16/2024	5/16/2025	AGGREGATE $	2,000,000
	DED RETENTION $						$	2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A			WFL5076369	3/1/2024	3/1/2025	E.L. EACH ACCIDENT $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

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

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
Edward Cox

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

KENCO SIGN AND AWNING LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1539 GARDEN AVE

Requester's name and address (optional)

6 City, state, and ZIP code

HOLLY HILL, FL 32117

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	5	0	4	1	8	7	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Raymond R Mem **Date ▶** 3/8/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Utilities

ITEM #9: Authorize Extension & Renewal of Utility Billing Printing Services Contract - Utilities Departments (FY 2025 Budget Funded - Water & Sewer Enterprise Fund) - ENCO Utility Services Florida, LLC:

SUMMARY: The Utilities department needs bill printing and mailing services. These services allow the Utilities department to send utility bills, alerts, and notifications to customers regularly.

For the lowest possible price, the staff recommends that the Village piggyback the City of Milton contract awarded to Municode, which was later assumed by ENCO Utility Service Florida LLC, completed through a competitive selection process - Utility Billing Services (RFP #2017.10.014).

If approved, the Village would accept ENCO Utility Service Floria LLC's pricing by piggybacking the City of Milton's contract, including all terms, conditions, and pricing. The proposed agreement would expire on April 1, 2025, and is automatically renewed for successive one (1) year periods unless terminated by either party with written notice not less than one hundred twenty (120) calendar days prior to the expiration of the term in effect. The Village will only expend the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

The Village Attorney prepared the proposed agreement, and the Utilities Director, Assistant Utilities Director, and Finance Director reviewed it.

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

FISCAL IMPACT:
Funds to support this proposed service are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:
1. Village of Palm Springs - Proposed Agreement
2. ENCO - Approval to Piggyback

3. City of Milton - Signed Agreement
4. City of Milton - Bid Tabulation
5. City of Milton - Agreement Renewal

AGREEMENT FOR UTILITY BILL PRINTING AND MAILING SERVICES
(Utilizing City of Milton, Florida Contract)

This Agreement for Utility Bill Printing and Mailing Services ("Agreement") is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **ENCO Utility Services Florida LLC**, a Florida limited liability company, 8141 E. Kaiser Blvd., Suite 212, Anaheim, CA 92808 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE's Utilities Department is in need of utility bill printing and mailing services; and,

WHEREAS, on March 1, 2018, the City of Milton, Florida ("Milton"), after a competitive selection process (RFP #2017.10.014) awarded an agreement to the VENDOR for substantially the same services sought by the VILLAGE ("Milton Contract"), which Milton Contract has been renewed as of April 1, 2024 and continues to automatically renew on an annual basis; and,

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

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

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Milton Contract, Effective Date, and Term. The Milton Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations, and remedies authorized to Milton under the Milton Contract. The effective date of this Agreement is the date this Agreement is approved by the Village Manager. Unless earlier terminated by the VILLAGE or VENDOR, the term of this Agreement shall be consistent with the term of the Milton Contract. This Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.

3. Service Request(s). The VILLAGE's ordering mechanism for the services shall be a VILLAGE issued Purchase Order, which the Village will send via email to the VENDOR at the following email address(es) _____. The scope of services to be provided by the VENDOR and the maximum compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Purchase Order. The VENDOR shall not provide any goods or services under this Agreement without a VILLAGE issued Purchase Order specifically for this purpose. The VENDOR shall not provide any goods or services which are outside the scope of the VILLAGE issued Purchase Order and the VENDOR shall not exceed the expressed amounts stated in the VILLAGE issued Purchase Order. The pricing in each VILLAGE PURCHASE ORDER shall be consistent with the pricing set forth in the Milton Contract, which pricing is

attached hereto as **Exhibit "A"** and incorporated herein. The terms and conditions printed on the VILLAGE Purchase Order shall not apply.

4. Not to Exceed Amount for Goods and Services. The total value of goods and services to be provided by the VENDOR under this Agreement shall not exceed _____ ($_____.00) per year.

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

6. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.12 *Notices*. Except for Village issued Purchase Order(s), which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

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

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

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

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

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

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

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

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

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

9. Compliance with Section 787.06. By signing this Agreement as set forth below, the VENDOR's authorized representative attests under penalty of perjury that the VENDOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement for Utility Bill Printing and Mailing Services to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Michael Bornstein, Village Manager

ATTEST

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

VENDOR: **ENCO Utility Services Florida LLC**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of __ physical presence or __online notarization on this ____ day of _____, 2024, by _____ of ENCO Utility Services Florida LLC, a limited liability company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the VENDOR to the same.

Notary Seal: _____
Notary Public Signature

EXHIBIT "A"
VENDOR's PRICING

ENCO PRICING SCHEDULE

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE — N/A

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

MANUAL MESSAGE CHANGES — $25 / change

ADDITIONAL OR RE-PROGRAMMING CHANGES — $125/ Hour

STATEMENTS — $.19 / statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Reduction for statement without #9 return envelope	**.01** / statement
Special handling charge for householding, heavies, out sorts, or pulled statements	**.03/** Statement
Additional Statement pages	**.08** / additional pages
Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)	**.01** / insert
Minimum Charge: If the total printing/statement cost per cycle is less than $50, we will charge a $50 flat rate to cover fixed costs. This is not in addition to the statement billing charge.	**$50.00**

This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 4%.

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS) — .01 / statement

OPTIONAL: EBILLING — .10 / statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

SUGGESTED POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit based on the estimated 2 months of postage required in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

572 Appleyard Dr. – Suite E, Tallahassee, FL 32304

www.encous.com

August 1, 2024

Jancy Bravo
Utility Billing Manager
Village of Palm Springs, FL

Via email: jbravo@vpsfl.org

Good afternoon, Jancy.

Please accept this letter as authorization for the Village of Palm Springs to piggyback on the City of Milton, Fl agreement with ENCO Utility Services Florida, LLC.

ENCO was awarded this contract with our response to RFP# 2017.10.014 Utility Billing Services-Outsourcing.

All supporting documentation has been previously provided.

We look forward to our continued relationship with the Village of Palm Springs.

Sincerely,

B. Volz

Bobbie Sue Volz
Director of ENCO Advantage Solutions
86-437-1853



UTILITY BILL PRINTING & MAILING SERVICES

Proposal for the City of Milton Florida

municode
CONNECTING YOU & YOUR COMMUNITY

Website Design
Codification Services
Online Payments

Woody Estep - westep@municode.com - 850.576.3172 ext. 1410 - Cell: 850.545.9345

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REQUIRED DOCUMENTATION ---- ERROR! BOOKMARK NOT DEFINED.

COVER LETTER

Thursday, February 01, 2018

Dear City of Milton

Thank you for the opportunity to present our utility statement printing and mailing services proposal. We are excited to help you connect with your community. Our relationship and exceptional service sets us apart within the industry. We are not a large commercial printer with the lowest pricing, but we are your long-term partner. Our innovative technology allows you to connect to your community through your codes and ordinances and now with your utility bill printing and mailing and electronic payment collection.

Why Choose Municode?

Reputation: We are proud to serve the cities in the southwest using your software vendor, SunGard.

Focus: We are solely dedicated to helping cities, such as yours, provide unparalleled services to their community's.

Experience: We offer industry-leading utility bill presentment services exclusively for the local government. We do not print for healthcare, financial institutions, or retail clients. Currently, we process, print, insert, and mail over 10 million statements for over eight-five municipalities.

Quality: Our clients trust that we mail their statements in a timely manner and are always correct. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

24-Hour Statement Turnaround: Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day.

Superior Customer Service and Relationships: We believe customer service is not a department, but an experience. We carefully listen to your concerns and current efforts to provide you with custom tailored solutions. We pride ourselves in our brief response time which is normally a few minutes for inquiries via e-mail or within the half-hour for phone calls.

Tomorrows Technology, Today: We offer an EBPP Platform with mobile applications such as *Pay-by-Text, text statement notifications, voice reminders, Pay-by-phone options, and customer self-management.* We can add these services as your municipality grows.

Custom Developed Solutions: The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We help you design the right bill statement to cut staff calls, to provide conservation messaging, to create efficient payment processing, and to increase adoption rates for paperless billing or electronic payments. Also, we offer additional services like a mobile-optimized electronic payment platform or an industry-leading municipal website design with full content management features.

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,



Woody Estep
Bill Presentment & Mailing Services
850.576.3172 ext. 1410 / Cell: 850.545.9345
westep@municode.com

QUALIFICATIONS

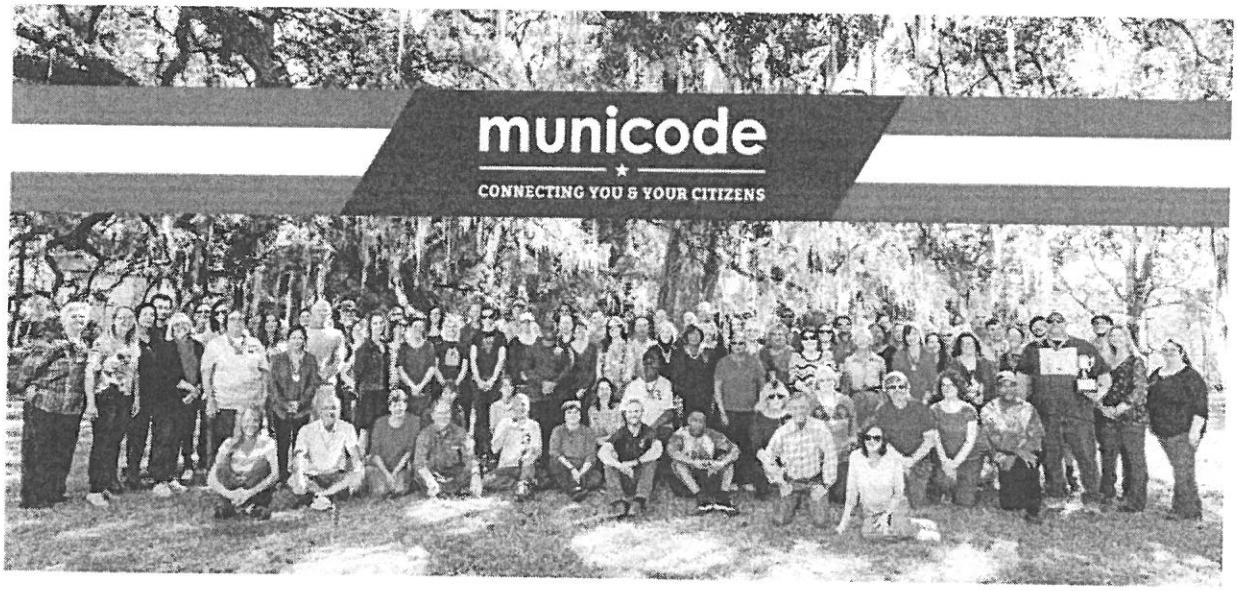
Company Profile

Municode's mission is to connect public sector organizations to their communities. Whether it's through custom website design, our online payment portal, the legal codification process, or our robust suite of online legislative search tools, our goal is to provide local government agencies products and solutions that promote transparency, efficiency. Our services enable organizations to more effectively serve their staff and their communities.

Municode has been in business for over sixty-five years and partners with more than 4,200 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving Municode through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Headquartered in Tallahassee, Florida, our facility includes three buildings, totaling 46,000 square feet, and employs approximately 171 employees. We have regional offices in Loveland, Colorado; Blaine, Minnesota; Chapel Hill, North Carolina; Fort Worth and Edinburg, Texas; Charlottesville, Virginia, and Seattle, Washington.

Corporation Name:	The Municipal Code Corporation	# of employees:	176
Incorporation Date:	March 1951, In the state of Florida	FEI/EIN Number:	59-0649026
Main location:	1700 Capital Circle SW Tallahassee, FL 32310	Mailing Address:	PO Box 2235 Tallahassee, FL 32316
Phone:	800-262-2633 or 850-576-3171	Email:	info@municode.com



4,200
Municipal Clients

66 Years
Serving Municipalities

180 Million
Citizens using our solutions

Key Staff Assigned to Project

In 2007, Municode began providing bill presentment and payment solutions exclusively for local governments upon our cities' requests. Currently, we present over 10 million statements annually for over hundred different local municipalities. Municode utilizes high-speed digital press technology by printing industry leaders Oce / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarter facility located in City of Tallahassee. This enables us to control each project from beginning to end with all key staff. We are available to answer questions during any phase of the project to assure quality control.

Municode is a family owned, medium-sized business. Our clients receive a level of personal service unparalleled in the industry. We believe customer service is not a department, but an experience. We carefully listen to your concerns and provide custom-tailored solutions for your organization. Also, our size allows us to provide technological resources smaller firms cannot offer and larger firms do not offer. We do not work with healthcare, financial intuitions, or retail clients. We have earned our reputation because we offer helpful suggestions and solutions for your unique situation based on our experience. We are available by email and phone during normal business hours of 7 am to 6 pm EST. All voicemail and email is forwarded to a mobile phone for extended emergency after-hour service. We can provide any initial or ongoing training in person or by webinar. He can help your municipality with any future needs with any of the Municode family of products and services.



Woody Estep: General Manager, B.S. Finance from Florida State University. Key responsibilities include strategic decision-making, product development, and client consultation. He has over 19 years of experience creating, developing and leading customer service, client account management, sales and operation departments in the billing, collection, and lending industry.



Shann Edmonds: Director of Client Services, USPS Certified Mail Specialist, has over 23 years of bill presentment and mailing services including experience in accounting, finance, purchasing, customer service, printing, mailing, quality control, inserter operations, and proof reading. She has been with Municode for over 8 years.



James Gager: Lead Developer, 12 years of experience in data programming / developing. He has lead the deployment and implementation of over 50 municipalities' utility bill presentment projects for Municode. He has been with Municode for 9 years.



Philip Woeckener: Data Processor Specialist, B.S. in Communications from Florida International University. 20 years of experience working in all aspects of the direct mail industry, including management, data processing, and as a liaison to the US Postal Service. He has been with Municode for 6 years.



Kevin Ash: Production Floor Supervisor, 25 years in the electronic print industry, and 9 years of specialized utility bill statement fulfillment. He has been with Municode for 31 years.

REFERENCES

Providing Utility Bill Presentment Services Since 2007

We believe customer service is not a department, but an experience. Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. ***But don't just take our word for it. Talk to some of our clients:***

Miramar FL. – Since 2013
2300 Civic Place, Miramar, FL 33025
Paul Samuels: (954)602-3053 psamuels@miramarfl.gov
38500 bills, Tyler Tech- Encode

Pompano Beach, FL. Since-2013
100 W. Atlantic Blvd. Pompano Beach, FL 33060
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
16900 bills, SunGard software multi-line fixed file

Seacoast Utility Authority Since-2012
4200 Hood Rd. Palm Gardens, Fl. 33410
Bonnie Evans: (561)627-2900 ext 331 bevans@sua.com
32000 bills, Harris software, multi-line fixed file

Hialeah Gardens, FL. Since 2015
10001 NW. 87th Ave. Hialeah Gardens, FL. 33016
Michelle Mavila:(305)558-3017
mmavila@cityofhialeahgardens.com
3500 bills Tyler Tech - Fund Balance single delimited file

Delray Beach, FL – Since 2012
100 NW 1st Avenue, Delray Beach, FL 33444
Lisa Hartman – 561-243-7119 – hartman@mydelraybeach.com
22,200 bills - mulit-line delimited file

Broward County, FL. – since March 2016
2555 Copans Rd., Pompano Beach, FL 33069
Jonathan Allen: 954-831-0747 jkallen@broward.org
72,000 bills

Surfside, FL. Since 2011
9293 Harding Ave. Surfside, FL. 33154
Mayte Gamiotea:(305)861-4863 mgamiotea@townofsurfsidefl.gov
1,700 Bills

Sarasota, FL - Since 2011
1761 12th St. (Utility Billing Office), Sarasota FL 34236
20,250 bills – SunGard HTE multi-line delimited text file
Mike Healy – 941-329-6120 – micheal.healy@sarasotagov.com

Edgewater, FL – Since 2015
104 N. Riverside Drive Edgewater, FL. 32132
John McKinney:(386)424-2400, jmckinney@cityofedgerwater.org
10,000 bills – SunGard Software, multi-line fixed file

Fort Meade, FL. Since 2007
8 West Broadway ST. Frot Meade, FL. 32550
Mel Parker:(863)285-1100, jmparker@cityoffortmeade.com
3000 bills, ADG, Single stacked

Haines City, FL. Since 2012
620 Eats main St. Haines City, FL. 33844
Kari Giddens:(863)421-3600 kgiddens@hainescity.com
9400 Bills, ADG, Multi-line delim

Dunedin, FL.-since May 2016
750 Milwaukee Ave. Dunedin, FL. 34698
Paul Stanek- 727-298-3256 pstanek@dunedinfl.net

Margate, FL – Since 2015
5790 Margate Blvd. Margate, FL. 33063
Jackie Earll: (954)972-6454 ext 310
18,000 bills, SunGard, multi-line fixed file

Oakland Park, FL. Since-2007
3650 NE 12th Ave. Oakland Park, FL. 33334
Robin Butler: (954)630-4283 robinb@oaklandparkfl.gov
9700 bills, Tyler Tech-Munis, multi-line XML

Coconut Creek FL. Since-2007
4800 W. Copans Rd. Coconut Creek, FL. 33063
Patricia Bryan: (954)973-6770 pbryan@coconutcreek.net
12600 bills, SunGard HTE, Single line, fixed

Palm Springs, FL. Since 2011
226 Cypress Ln. Palm Springs, FL. 33461
Sandy Delaney: (561)965-5770 sdelaney@vpsfl.org
12600 Bills Tyler Tech, single fixed

Deland FL. Since 2008
120 South Florida Ave. Deland, FL. 32720
Kevin Lewis: (386) 626-7000 lewisk@deland.org
14200 Bills, Springbrook, multi-line

Opa-locka, FL. Since 2009
780 Fisherman St. Opa-locka, FL. 33054
Gladys Elliot: (305) 953-2868 gelliott@opalockefl.gov
5000 bills, SunGard, multi-line

Ormond Beach, FL. Since-2015
22 South Beach St. Ormond Beach, FL. 32174
Dan Stauffer: (386) 676-0311 dan.staffer@ormondbeach.org
23000 bills, SunGard HTE,Multi-line fixed

Bradenton, FL. Since 2008
1411 9th ST. West, Bradenton, FL. 34205
Lance Williams: (941) 932-9433
lance.williams@cityofbradenton.com
14800 bills, Tyler Tech-Eden, multi-line XML

Zephyrhills, FL. Since 2008
5335 8th St. Zephyrhills, FL. 33542
John Bostic: (813)780-0008 jbostic@ci.zephyrhills.fl.us
9500 bills, Springbrook, multi-line

Okeechobee Utility Authority Since 2007
100SW 5th Ave, Okeechobee, FL. 34974
Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouafl.com
9300 bills, Springbrook, multi-line

Plant City, FL. Since 2008
302 W. Reynolds ST. Plant City, FL. 33564
Denise McDaniel: (813) 659-4204 dmcdaniel@plantcitygov.com
10600 bills, ADG, Multi-line delim

Lantana, FL.- since April 2016
500 Greynolds Circle Lantana, FL. 33462
Stephen Kaplan- 561-540-5035 skaplan@lantana.org

SCOPE OF SERVICES

Currently, we print and mail over 10 million statements annually for over seventy-five local government utilities. Municode utilizes high-speed digital press technology by printing industry leaders Oce / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarters in the City of Tallahassee. We control each project from beginning to end. We are available to answer questions during any phase of the project to assure QC.

Statement Design

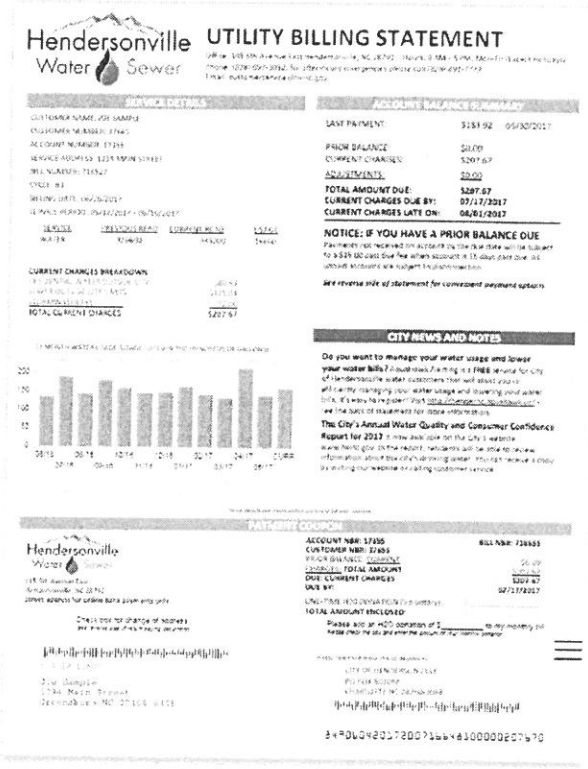
Municode's leadership has over sixty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. We can reproduce your exact current bill or help you redesign a completely new statement.

Municode works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology has the ability to print multiple meter accounts on one page.

Statements will be color printed on a blank form. Our forms are 8 ½" x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper stock forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement form can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

Municode can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.


Hendersonville Water Sewer

UTILITY BILLING STATEMENT

Additional Programming or Design Changes

When requesting additional or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.

Data File Transfer

We make the process of sending us the files as easy and secure as possible. Municode can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

Data Processing

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

E-billing Services

We work with your municipality to provide to best solution that fits within your county's goals and existing platform. We can provide a bounceback report after every ebilling cycle.

There are two main types of e-billing solutions:

1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.

2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

Outbound Notifications Services

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. You may only need them once each month or you may need to send notifications for each billing cycle. You set the frequency based on your needs.

Finally, submit your notification list to us, but with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

Email: This is the City of _____ with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.

Text: City of _____ with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.

IVR: This is the City of _____ with a reminder. Your water bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

Mailing Services

The Municode postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. Municode is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. Municode processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, Municode performs "House holding" grouping and a National Change of Address (NCOA) updating service.

House holding is the process of grouping multiple account statements, that are intended for the same individual for the mailing address, and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.



Postage

All pieces are sent out using the Municode indicia (USPS mail permit). Municode requires that the client provide an initial postage deposit two week prior to the scheduled mailing deployment date. The recommended deposit amount is calculated on expected volumes and listed in the Municode Pricing Schedule. Upon termination of the Agreement, Municode shall return to the client any used deposit amounts after payment of all services and postage have been received.

After the initial deposit, we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle. Paying promptly will ensure that you have a postage available ahead of the next mailing avoiding any delays for lack of postage.

Supplies and Inventory Management

We are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of statement forms and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on forms, envelopes, and other pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting.

Statement Forms

Our 24lb paper statement forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separate easily for the customer. Specifications: 8 ½" x 11", 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 ½" from bottom of page. Statement forms may be pre-printed with color logos, boxes, shaded areas for messaging, etc.

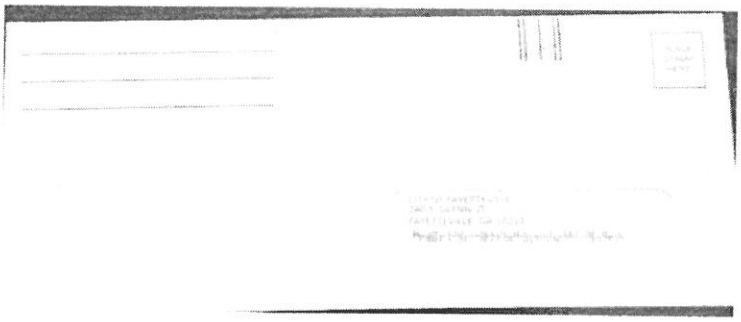
Billing Statement Outgoing Envelope

Municode utilizes a large single (pistol style) window #10 security tinted envelope to allow for maximum customer flexibility. The client's logo, return address, outgoing address, bar coding or special messaging such as "Statement Enclosed" can be printed on the statement and viewed through the window envelopes. These #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage.



Return Envelope

Municode utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. Municode can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



Inserting Capabilities

Municode utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

The client has the option of either providing the inserts or contracting with Municode Creative Services to provide inserts. Inserts provided by the client are required to meet Municode's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). Municode customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

Invoicing Procedures

Within three days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- Statements processed with #9
- Statements processed without #9
- Any additional Inserts Inserted
- Outsorts
- Heavies
- House holding Mailings
- Late notices
- NCOA
- E-Bills Processed

Printing Facility Data Security, Storage, and Disaster Planning

Municode shall not use computer billing data for any purpose other than the work agreed upon and shall destroy all computer billing data upon the termination of the contract either at the end of its natural term or if cancelled. Access controls are in place that require individual's authentication with unique credentials. We use enterprise grade security devices/practices/positioning:

- We use Palo Alta next-generation firewalls to protect the perimeter of our network
- Symantec Enterprise Anti-Virus is deployed to all our desktops and servers
- We utilize Mimecast for hosted anti-spam and email continuity
- All web-facing sites or solutions are hosted in a secure, PCI compliant datacenter
- Users are required to change their passwords once every six months
- All employees have access only to the systems they need to fulfill their particular role
- We perform full background, credit, and drug checks/tests on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Municode has a 90-day retention policy of keeping clients' data. We take nightly snapshots of all data on every server and replicate it between our two data centers. After the 90-day retention period, the data is moved to our hardened back-up site for a period of no less than 3 (three) years.

Any disruption in service can have major balance sheet ramifications. While Municode has never had to implement a disaster recovery plan in a live environment, we place great importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. Municode maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 48 hours of a disaster declaration. Safeguards include:

- Emergency gas generator
- Data replication and backup
- Redundant equipment
- Remote access
- Emergency backup inventory stored in secure ocean going shipping containers for protection
- Two backup printing facilities for full geographic redundancy should one of the sites become inaccessible.

Overview of Deployment Process

One of the biggest benefits of choosing Municode is the transition. We do all the heavy lifting. Municode will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. Pre-Development Information Gathering
    1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
        - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
        - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
    2. High Resolution copy of the client's logo (minimum 300 dpi)
    3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
    4. Data map from your billing software
2. Deployment meeting: Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).
3. Statement Design and Approval: Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.
4. Billing Data Integration/Mapping: This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.
5. Testing (Parallel Processing) and cycle processing training: Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter minutes. It really is that easy. We want you to feel completely comfortable before we "Go Live".
6. "Go Live" Deployment: The last step should be the easiest: you'll send your first live cycle file to us, we'll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.

Overview of Day-to-Day Production Process

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours or the next available day the USPS is open for business of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At Municode, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FTTP site to check the status and review your files for approval. Overview of daily production process:

Step 1 *Client Uploads data files to Municode and sends email that the files are ready for processing and the anticipated volume.*

Step 2 *Client receives automatic email confirmation from Municode that the files were received and processing has begun.*

Step 3 *Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.*

Step 4 *Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.*

Step 5 *Once we receive your approval email, bill files are released for printing and inserting. Municode emails the client that production is completed and the statements have been delivered to the USPS. Attached to the email notification is your Municode job ticket, which provides details of completed billing statements processed.*

Step 6 *The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away.* Mail is picked up and delivered daily according to the USPS holiday schedule.

Quality Control

At Municode, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

Client Responsibility

- Ensure postage funds are available prior to scheduled mailing date.
- Provide an explanation of billing record layout or mapping document to Municode.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to Municode's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through Municode). If done through Municode, client agrees to update their records to match per USPS requirements.
- Provide Municode insert specifications to client's insert vendors (if other than Municode).

MUNICODE PRICING SCHEDULE

Initial programming and set-up one-time fee

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

~~$500~~ / one time
Waived for being existing Municode client

Manually Message Changes (per message)

$25 / change

Additional or re-programming changes per hour

$125 / Hour

Statement, late notices, letters etc.

$.115 / statement

- Duplex printing of variable data and color highlighting statement elements on the front of form with grey scaled printing of stagnant messaging on back of form
- 8½x11 white 24lb. pre-printed color form with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Statement Volume Pricing
25,000 or greater = $.105
15,000 – 24,999 = $.11
10,000 – 14,999 = $0.115
5,000 – 9,999 = $0.125
2,000 – 4,999 = $0.135
0 – 1,999 = $250 min. Flat Fee

Reduction in cost for suppression of #9 Return Envelope	**-.01** / statement
Additional Statement pages	**.04** / additional page
Special handling charge for householding, outsorts, or pulled statements	**.04** / statement
Inserting fees for additional advertising flyers/buck slips/newsletters/notices/etc.	**.01** / insert
Minimum Charge: This charge is not in addition to regular statement pricing. It means that if the total printing per statement cost for the day is less than $50, we will charge a $50 flat rate to cover fixed costs.	**$50.00**

Optional: NCOA (National Change of Address)

.01 / statement

Optional: Ebilling

.10 / statement

custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

Optional: OnDemand Notification Services

Monthly Notification Service Access Fee	$125.00 / per month
Email Notifications Fee	$0.28 / message
Text Notifications Fee	$0.25 / message
By Voice Notifications Fee	$0.38 / message

Initial Postage Deposit

$6,881.60

Municode will require that the client provide an initial postage deposit two week prior to estimated deployment mailing date. Upon Termination Municode shall return any unused postage deposit amounts to client after payment is received for any printing and mailing services. we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle.

11,000 (estimated statements/notices) @ $.391 (estimated pre-sorted USPS rate) = $4,301
Estimated Monthly Postage - Recommended 2 months postage deposit = $8,602

MUNICODE AGREEMENT, TERMS & CONDITIONS

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as Municode, hereby offers billing services for Milton Florida herein referred to as Client.

Municode, agrees to provide Client services defined in this proposal herein and at pricing contained in the Municode Pricing Schedule. The Client agrees that Municode shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - Municode presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, Municode, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** – Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302.
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by Municode according to the Pricing Schedule, Client aggress to pay Municode according to the rates set forth in the Municode Pricing Schedule and the RFP # 2017.10.014 Utility Billing Services Proposal Sheet of the city of Milton Florida. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. Municode will provide to Client an invoice after each production run consisting of all fees, as outlined in the Municode Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day- to-day basis to the extent such party's obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – Municode agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which ae clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of Municode's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by Municode without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP – (A)** Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non- transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by Municode. (B) Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivate works from the Software. (C) Client warrants to Municode that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to Municode for use in connection with the Service. (D) Municode shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of Municode showing actual money damages. Such injunctive relief shall not preclude Municode from pursuing any other remedies available to it, including the recovery

for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

7. **LIMITATION OF LIBILITY** – The parties hereto agree that this agreement is only for the production of goods and services. Municode shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, Municode shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. Municode is not liable for incidental or consequential damages, including revenue, even if Municode has been advised of the possibility of such loss or damage.
8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term".)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MUNICIPAL CODE CORPORATION INC. (dba Municode)	CITY OF MILTON FLORIDA (CLIENT)
By:	By:
Name: H.E. GRANT	Name: BRIAN WATKINS
Title: COO, MUNIPRINT/PAY	Title: CITY MANAGER
Witness: Shawn M. Edmonds	Witness: Pamela K Haddon
Date Signed: 3.9.18 March 9, 2018	Date Signed: Feb 26, 2018
	Effective Date: March 1, 2018

CITY OF MILTON

PROPOSAL SHEET

RFP # 2017.10.014 Utility Billing Services

(Water, Sewer, Gas, Storm Water and Garbage)

Base Price

$ .115 Unit price per statement, water bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

.01 per insert
$ _____ Charge for additional bill inserts

$ .391 Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

$ N/A One-Time Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up.

$ 125.00 Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by City of Milton.

Comments:

A more thorough pricing breakdown is included in our proposal.

Submitted by:

Name of Service Provider: The Municipal Code Corporation

Address of Service Provider: 1700 Capital Circle SW

City/State/Zip: Tallahassee / Florida / 32311

Primary Contact Person: Woody Estep

Title: VP Of Sales and Marketing

Telephone Number: 800-262-2633 Ext. 1410 Email Address: westep@municode.com

***ATTACHMENT A – PUBLIC ENTITY CRIME FORM**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Milton

   By Eric Grant, President

   (print this individual's name and title) for
   The Municipal Code Corporation
   (print name of entity submitting statements)

   whose business address is 1700 Capital Circle SW, Tallahassee, FL 32310

   and if applicable whose Federal Employer Identification Number (FEIN) is 59-0649026

   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: _____

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity 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 any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means 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.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity

submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

W. Eric Grant
(Signature)

City of TALLAHASSEE

STATE OF FLORIDA

Sworn and subscribed before me this 14 day of DECEMBER, 2017 by

W. ERIC GRANT who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped Commissioned name of notary public)

Notary Public - State of Florida
Commission # GG 118258
My Comm. Expires Oct 20, 2021
Bonded through National Notary Assn.

My commission expires _____ (SEAL)

*ATTACHMENT B - REFERENCES

QUALIFICATIONS OF BIDDER: Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.
10 years, 0 months

Provide a list of at least three (3) similar accounts, that your firm has provided similar goods and/or services to in the past twelve (12) months.

1. Company Name: Sarasota, Florida
   Contact: Mike Healy
   Email Address: michael.healy@sarasotagov.com
   Phone Number: 941-329-6120
   Area Serviced: Sarasota Size: 20,250 Bills Type: Sungard HTE
   Job Dates: 2011 - Present Beginning: 2011 End: Current

2. Company Name: Coconut Creek, Florida Contact: Patricia Bryan
   Email Address: pbryan@coconutcreek.net Phone Number: 954-973-6770
   Area Serviced: Coconut Creek Size: 12,600 Bills Type: Sungard HTE
   Job Dates: 2007 - Present Beginning: 2007 End: Current

3. Company Name: Pompano Beach, Florida Contact: Kyle McPhail
   Email Address: kyle.mcphail@copbfl.com Phone Number: 954-786-4637
   Area Serviced: Pompano Beach Size: 16,900 Bills Type: Sungard
   Job Dates: 2013 - Present Beginning: 2013 End: Current

City of Milton

*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

Eric Grant, President
Owner, Partner or Officer of Firm

The Municipal Code Corporation 1700 Capital Circle SW, Tallahassee, FL 32310
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of :Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: The Municipal Code Corporation

SIGNATURE: E Eric Grant

TITLE: President

The foregoing instrument was acknowledged before me this 13TH day of December, 2017 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

SEAL

HAROLD E. GRANT
Notary Public - State of Florida
Commission # GG 118258
My Comm. Expires Oct 20, 2021
Bonded through National Notary Assn.

Notary Signature

City of Milton

January 16, 2018

The Municipal Code Corporation
c/o Mr. Woody Estep
1700 Capital Circle SW
Tallahassee, Florida 32311

RE: RFP #2017.10.014 Utility Billing Services-Outsourcing

Mr. Estep:

During their meeting on January 09, 2018, the Milton City Council voted to award the "Utility Billing Services-Outsourcing" to your company. The terms and conditions of the award are contained in the bid documents that were submitted to the City of Milton by your company on December 14, 2017, which are attached herewith.

The bid documents provide for the ~~contract term~~ to begin on February 01, 2018 and end on January 31, 2020. At the City's discretion, subsequent contract periods will be February 1st through January 31st, with the option to continue renewals yearly.

I have attached additional documents which require your signature and return to the City of Milton. In addition, we will need a copy of your city and/or county license and a current Certificate of Insurance for General Liability, Automobile Liability, and Worker's Compensation with the City of Milton named as additional insured (certificate holder). Please ensure our receipt of any updated insurance certificates and/or licenses for our file.

We look forward to a continued relationship with your company. If you have any questions, please feel free to contact me at (850)983-5480.

Respectfully,

Michelle Abrahamsen
Purchasing Agent/Risk Manager

Attachments:
Notice of Award (1 page)
City of Milton Proposal Sheet (1 page)
Attachment A-Public Entity Crime Form (2 pages)
Attachment B-References (1 page)
Attachment C-Non-Collusion Affidavit (1 page)

Bid TAB

CITY OF MILTON – BID OPENING
RFP #2017.10.014 UTILITY BILLING SERVICES-OUTSOURCING
DECEMBER 14, 2017 2:00 pm

	Bidder #1	Bidder #2	Bidder #3
Bidder Name	DATA CENTER LLC	PMSI	CATHEDRAL CORP
Address	SALT LAKE CITY UT	DURHAM NC	ORLANDO FL
Contact			
Phone Number			
Description of Services			
Unit Price Per Statement	.162	.1066	.09
Charge for Additional Bill Inserts	0	.005	.005
Average Postage Per Piece	.373	.373	.373
One-Time Programming Fee per hour (setup)	—	—	—
Programming fee for changes	$65.00/HR	$125.00/HR	$125/HR
Additional Services	.015	.01	.011
	0.535	0.479 / COPY	0.463 / - COPY

	Bidder #4	Bidder #5	Bidder #6
Bidder Name	INFO SEND	IMF	PINNACLE
Address	ANHEIM CA	NY	IRONDALE AL
Contact			
Phone Number			
Description of Services			
Unit Price Per Statement	.097	.18	.10
Charge for Additional Bill Inserts	.01	.015	.005
Average Postage Per Piece	.37	.373	.373
One-Time Programming Fee per hour (setup)	—	—	—
Programming fee for changes	$150/HR	$125/HR	$125/HR
Additional Services		.02	.01
	0.467	0.553	0.473

Bids Opened By: [signature] [signature]

[signature] [signature]

12/14/17

CITY OF MILTON – BID OPENING
RFP #2017.10.014 UTILITY BILLING SERVICES-OUTSOURCING
DECEMBER 14, 2017 2:00 pm

	Bidder #7	Bidder #8	Bidder #9
Bidder Name	DATA INTEGRATORS	SOUTHWEST DIRECT	MUNICODE
Address	FREDERICKSBURG VA	FT MYER FL	TALLAHASSEE, FL
Contact			
Phone Number			
Description of Services			
Unit Price Per Statement	.14	.123	.115
Charge for Additional Bill Inserts	—	~~.95~~ .95	.01
Average Postage Per Piece	.378	.39	.391
One-Time Programming Fee per hour (setup)	$250	—	—
Programming fee for changes	$125/HR	$150/HR	$125/HR
Additional Services			.10
	0.511	0.513	0.506

	Bidder #10	Bidder #11	Bidder #12
Bidder Name			
Address			
Contact			
Phone Number			
Description of Services			
Unit Price Per Statement			
Charge for Additional Bill Inserts			
Average Postage Per Piece			
One-Time Programming Fee per hour (setup)			
Programming fee for changes			
Additional Services			

Bids Opened By: _____ _____

_____ _____

DocuSign Envelope ID: 9BADBCF2-521E-4AC5-86F8-F53C350C08AC

RENEWAL OF THE MARCH 2018 CONTRACT BETWEEN THE CITY OF MILTON, FL AND ENCO UTILITY SERVICES FLORIDA LLC.

This contract renewal is made and entered into this _____1_____ day of _____April_____, 2024 by and between The City of Milton, FL ("Client") and ENCO Utility Services Florida LLC.

WHEREAS, on March 1, 2018 the City entered into a contract for Municipal Code Corporation, d/b/a Municode to provide Client utility bill printing and mailing services.

WHEREAS, on December 11, 2018 the assignment and assumption of the contract was executed between Municode and ENCO Utility Services Florida LLC.

WHEREAS, the parties desire to renew the contract for an additional one-year period and as detailed in Section 9, Term of the Agreement, the contract, thereafter, will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to extend the Contract with pricing as outlined in the attached.

Except as amended herein, all other terms and conditions of the contract shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

ENCO Utility Services Florida LLC	MILTON, FL (CLIENT)
DocuSigned by: 58482BCE7915444...	Scott Collins
By:	By:
Katherine Demeritte	Scott Collins
Name:	Name:
Senior Vice President, Customer Services	City Manager
Title:	Title:
	Molly Turner
	Witness:
2/8/2024 | 11:46 AM PST	2-1-2024
Date Signed:	Date Signed:
	April 1, 2024
	Effective Date:

DocuSign Envelope ID: 9BADBCF2-521E-4AC5-86F8-F53C350C08AC

ENCO PRICING SCHEDULE

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE — N/A

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

MANUAL MESSAGE CHANGES — $25 / change

ADDITIONAL OR RE-PROGRAMMING CHANGES — $125/ Hour

STATEMENTS — $.19 / statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Reduction for statement without #9 return envelope	**.01** / statement
Special handling charge for householding, heavies, out sorts, or pulled statements	**.03/** Statement
Additional Statement pages	**.08** / additional pages
Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)	**.01** / insert
Minimum Charge: If the total printing/statement cost per cycle is less than $50, we will charge a $50 flat rate to cover fixed costs. This is not in addition to the statement billing charge.	**$50.00**

This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 4%.

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS) — .01 / statement

OPTIONAL: EBILLING — .10 / statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

SUGGESTED POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit based on the estimated 2 months of postage required in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

Current deposit on hand: $10,025

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Utilities

ITEM #10: Equipment Purchase - Cooperative Purchase - Xylem - Utilities Department (FY 2025 Budget Funded)

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

Within the FY 2025 Budget, the Village Council approved the purchase of four (4) portable Dri-Prime pumps for $300,000.00. The Utilities department has obtained a quote from Xylem Dewatering Solutions, Inc. for $261,147.40 utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract.

If approved, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2026.

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

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

FISCAL IMPACT:

Funds to support this proposed equipment purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Resolution No. 2024-63 for Cooperative Purchase Xylem Dewatering
2. Xylem Dewatering Solutions, Inc. - Proposed Quote

RESOLUTION NO. 2024-63

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE COOPERATIVE PURCHASE OF FOUR PORTABLE DRI PRIME PUMPS UTILIZING THE SHERIFF'S ASSOCIATION OF COUNTIES' CONTRACT NO. FSA23-EQU21.0, SPECIFICATION NO. 313 WITH XYLEM DEWATERING SOLUTIONS, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must purchase portable Dri-Prime lift station pumps to support the daily operational utility services and activities that provide for our community; and

WHEREAS, the Utilities department has obtained a quote from Xylem Dewatering Solutions, Inc. for $261,147.40 utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract (Bid No. FSA23 EQU21.0); and

WHEREAS, the Village Council approved the purchase of four (4) portable Dri-Prime pumps for and amount not to exceed $300,000.00 for FY25. Funds to support this proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund; and

WHEREAS, under the Purchasing Code Section 58-8, the Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement; and

WHEREAS, the Village would accept Xylem's pricing by utilizing the Sheriff's Association & Florida Association of Counties' cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract will expire on September 30, 2026.

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

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Village Council.

Section 2. The Village of Palm Springs hereby authorizes the cooperative purchase of four (4) portable Dri-Prime lift station pumps for the Utilities Department.

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:

	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 the Resolution duly passed and adopted this ___ day of November 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

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270
Fax: 954-283-5271
www.godwinpumps.com

August 21, 2024

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

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

RE: CD150S-CS - FSA
Sale Quotation 145010222

Dear Lazaro:

Thank you for your interest in Xylem Dewatering Solutions Inc, and our Godwin Pumps of America line of Critically Silenced pumps.

I have prepared the following quote for our CD150S with FT4 Isuze engine and sound attenuated enclosure.

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

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

Please call or contact me at your convenience with any additional questions or comments regarding this quote or additional needs.

Sincerely,

Jacob Slattery
Outside Sales Representative

JS / gy

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270

SALE QUOTATION

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

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

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

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270

SALE QUOTATION

ITEM	QTY	DESCRIPTION

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

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

	Name:
Signature:	**(PLEASE PRINT)**
Company/Utility:	**Reference #:**
Address:	**Date:**
	Phone:
	Email:
	Fax:

NET LUMP SUM SALE TOTAL	**$ 261,147.40**

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

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

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: Village of Palm Springs ***Attention: Mr. Farrey***

Date: 08/21/2024 ***Quote #145010222***

CONTRACT DETAILS

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

CONTRACT PRICING

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	4	50,119.00	200,476.00
ADD	Upgrade to CD150S-CS 6" FT4 Isuzu / Trailer	4	14,014.64	56,058.56
	CONTRACT PRICING TOTAL			**256,534.56**

SPECIFIED OPTIONS			QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set		4	489.21	1,956.84
		SUB TOTAL			1,956.84
		SPECIFIED OPTIONS TOTAL			**1,956.84**

NON-SPECIFIED OPTIONS			QTY	UNIT PRICE	
	6" MQD x 150#FL Mounting Kit - For Discharge		4	459.00	1,836.00
	6" FQD x 150#FL Mounting Kit - For Suction		4	371.00	1,484.00
		SUB TOTAL			3,320.00
20%	Contract Discount	LESS			664.00
		NON-SPECIFIED OPTIONS TOTAL			**2,656.00**

TOTAL CD150S-CS **261,147.40**

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

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Public Works

ITEM #11: Resolution No. 2024-58 - Work Authorization No. 1 with WGI, Inc., for Architectural Phase Design Services for 2nd Floor Flex Space Build Out.

SUMMARY: The Village has identified the necessity for additional office space to support the continuous growth of staff at Village Hall. To meet both current and future space needs, the available flex space on the second floor has been designated for this purpose, taking a long-term planning approach. The Village has contracted WGI, Inc. under the Continuing Services Contract 2024R-001 to oversee the architectural design and construction management for this project. A proposed Work Authorization No. 01 is being submitted, with the total cost not to exceed $49,400.00.

FISCAL IMPACT:

Work Authorization No. 01 with WGI, Inc. is being funded from account number 01119-56200 (Task Order #364) at a cost not to exceed $49,400.00.

ATTACHMENTS:

1. Resolution No. 2024-58 - WGI, Inc. Work Authorization No. 1 - Flex Office Space Buildout
2. Work Authorization #Wantman Group, Inc.- S01 - Village Hall 2nd Floor Flex Space Buildout

RESOLUTION 2024-58

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A WORK AUTHORIZATION WITH WANTMAN GROUP, INC., FOR ARCHITECTURAL DESIGN AND CONSTRUCTION MANAGEMENT SERVICES NOT TO EXCEED $49,400.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Village has identified the necessity for additional office space to support the continuous growth of staff at Village Hall; and

WHEREAS, To meet both current and future space needs, the available flex space on the second floor has been designated for this purpose, taking a long-term planning approach; and

WHEREAS, The Village has contracted WGI, Inc. under the Continuing Services Contract 2024R-001 to oversee the architectural design and construction management for this project; and

WHEREAS, Village staff recommends Wantman Group, Inc. (WGI) Architectural Phase Design Services for 2nd Floor Flex Space Buildout.

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 agrees to the execution of the Work Authorization No. 1 with WGI for Village Hall second floor flex space buildout, for an amount not to exceed $49,400.00 for design services.

Section 4: 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 14th day of November, 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

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE : 10/31/2024 VILLAGE RFQ. NO.: 2024R-01

WORK AUTHORIZATION NO. 01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No.364 G/L CODE: 01119-56200

WANTMAN GROUP, INC. PROJECT NO.: _____

PROJECT TITLE: VILLAGE HALL SECOND FLOOR FLEX SPACE BUILDOUT

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated JUNE 13, 2024 between the Village of Palm Springs ("VILLAGE"), and WANTMAN GROUP, INC. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The intent of this project is to provide professional architectural and engineering services for the Phase 1 buildout of current shell space at Village Hall. As such, Phase 2 shell space areas are not included in the scope of this proposal.

II. SCOPE OF SERVICES

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

TASK 1 – DUE DILIGENCE

a. Two (2) WGI staff will attend kick off meeting and perform walkthrough of proposed Phase 1 Buildout areas with CLIENT;
b. Confirmation of building program and concept sketch as provided by CLIENT;
c. Preparation of Schematic Concept Design consisting of the following architectural sheets:
    a. Overall Floor Plan
    b. Overall Reflected Ceiling Plan

TASK 2 – CONSTRUCTION DOCUMENTS

a. Preparation of Construction Documents based on approved Schematic Concept Design consisting of plans and technical specifications;

b. Preparation of Engineer's Estimate of Probable Construction Costs (EOPCC);
c. Submittal of 95% Construction Documents to CLIENT for review and comments;
d. Attendance at one (1) virtual progress meeting with CLIENT for review comments and preparation of comment response letter;
e. Incorporation of changes per CLIENT review comments;
f. Preparation of 100% signed and sealed Construction Documents; and
g. Coordination with CLIENT for permitting and bid package submittals.

TASK 3 – PERMITTING / BIDDING ASSISTANCE

a. Preparation of submittal packages for permitting and bidding processes;
    a. It is assumed that WGI will coordinate with CLIENT, as the Authority Having Jurisdiction (AHJ), to expedite submittal of the permitting package to the building department.
b. Incorporation of revision(s) per AHJ comments and preparation of comment response letter;
c. Response to up to five (5) total bid RFI from prospective contractors;
d. Incorporation of revision(s) per bid RFI responses; and
e. Preparation of conformed set of Contract Documents.

TASK 4 – CONSTRUCTION ADMINISTRATION

a. Response to contractor RFI
b. Prepare clarifications to Contract Documents as necessary;
c. Review and disposition of submittals consisting of one (1) initial review and one (1) re-review for each submittal;
d. In-person attendance at one (1) Substantial Completion walkthrough and coordination of associated punch list based on contractor notes;
e. Coordination for completion of punchlist items and project close-out with CLIENT;
f. Review and disposition of one (1) set of closeout documents;
g. Completion of record documents based on asbuilts provided by CLIENT at completion of construction activities. Record Documents will be prepared and submitted to CLIENT in digital PDF file format;
h. We assume Construction Administration Services will last no longer than three (3) months. Construction Administration activities will be subject to additional services should our services be requested after three (3) months of construction from date of groundbreaking or first

request for activities related to Construction Administration, whichever comes first; and

i. WGI will attend Construction Phase meetings consisting of the following:
    i. Two (2) virtual construction progress meetings; and
    ii. One (1) in-person meeting coinciding with Substantial Completion walkthrough.

III. DELIVERABLES

Deliverables consist of the following as defined in Section II SCOPE OF SERVICES above:

TASK 1 – DUE DILIGENCE

a. Schematic Concept Design

TASK 2 – CONSTRUCTION DOCUMENTS

a. 95% Construction Documents for CLIENT review
b. 100% signed and sealed Construction Documents
c. EOPCC

TASK 3 – PERMITTING / BIDDING ASSISTANCE

a. N/A

TASK 4 – CONSTRUCTION ADMINISTRATION

a. N/A

IV. SCHEDULE

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

Table 1

Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
TASK 1 – DUE DILIGENCE	**30**	**30**

TASK 2 – CONSTRUCTION DOCUMENTS	**60**	**90**
TASK 3 – BIDDING / PERMITTING ASSISTANCE	**N/A**	**N/A**
TASK 4 – CONSTRUCTION ADMINSTRATION	**N/A**	**N/A**

* The schedule is based upon conducting a review meeting within 3 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 7 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of $***49,400.00*** as outlined in ***Table 1*** and further detailed in Exhibit A – Village Hall Space Need" attached.

Table 1

Budget Summary

Description	Total
TASK 1 – DUE DILIGENCE	$7,300
TASK 2 – CONSTRUCTION DOCUMENTS	$20,000
TASK 3 – BIDDING / PERMITTING ASSISTANCE	$9,600
TASK 4 – CONSTRUCTION ADMINISTRATION	$12,500
TOTAL	$49,400.00

VI. ASSUMPTIONS

a. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT;
b. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
c. Scope outlined herein are the Basic Services associated with the Proposed Fee included. Any services outside these Basic Services shall be considered Additional Services and for which WGI will receive additional compensation. Additional services must be authorized by CLIENT in writing and accepted by WGI;
d. All submittals to CLIENT will be in digital PDF file format only;
e. The Project will be designed and permitted under one (1) phase;
f. Refer to Fee Matrix as Exhibit A;
g. Phase 1 Buildout as coordinated with CLIENT and per Exhibit B;

h. This proposal excludes the following:
    a. This proposal explicitly excludes Value Engineering Services and/or the subsequent revisions to the Contract Documents, nor any revisions to the Contract Documents resulting from changes proposed by other parties;
    b. Phase 2 buildout areas;
    c. Project Manual and/or technical specifications in 8.5x11 format;
    d. Any services not explicitly listed in this proposal;
    e. Furniture, Fixture and Equipment coordination and/or selection;
    f. Data / communication cabling;
    g. Fire protection system hydraulic calculations and design;
    h. Design and detailing of fire alarm, security and other low voltage systems;
    i. Reproduction or printing of any kind;
    j. Updating of BIM model for construction coordination;
    k. Project review fees, permitting-related fees and costs, inspection fees, fiscal surety, and other associated project related fees are not part of this scope and remain the responsibility of the CLIENT;
    l. LEED or any other Green design building services;
    m. Detailed cost estimating and / or Life Cycle cost analysis;
    n. Involvement in the bidding process other than explicitly stated above;
    o. Identification or documentation for the removalof any hazardous materials, such as asbestos, lead based paint and others.
i. Production Software
    a. BIM modeling will be produced and issued in Revit (.RVT) format. BIM modeling is not a requirement of this contract, but may be used, at WGI's discretion, for design coordination or for actual drawing production.
    b. Coordination models issued by WGI will be run in .RVT format, with the option to utilize BIM360 for easier model and design coordination. WGI will host BIM360 coordination for building design efforts. WGI can provide coordination models to the other consultants as requested;
    c. WGI can provide coordination models to the CLIENT as requested, but not exceeding one model posting per month; and
    d. LOD 300 (Level of Development) – LOD levels addressed within this proposal are defined by AIA Document E202-2008.

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 JUNE 13, 2024**,** by and between the Village of Palm Springs ("VILLAGE") and WANTMAN GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

BY_____

Print Name:__Brett Oldford, PE

Title:_VP, Civil Engineering____

VILLAGE OF PALM SPRINGS

BY_____

Date:_____

Village Attorney's Office Approved

as to form and legality

By: _____

(Required if over $25,000)

WORK AUTHORIZATION NO:__WG-S01____

Village Hall Space Needs

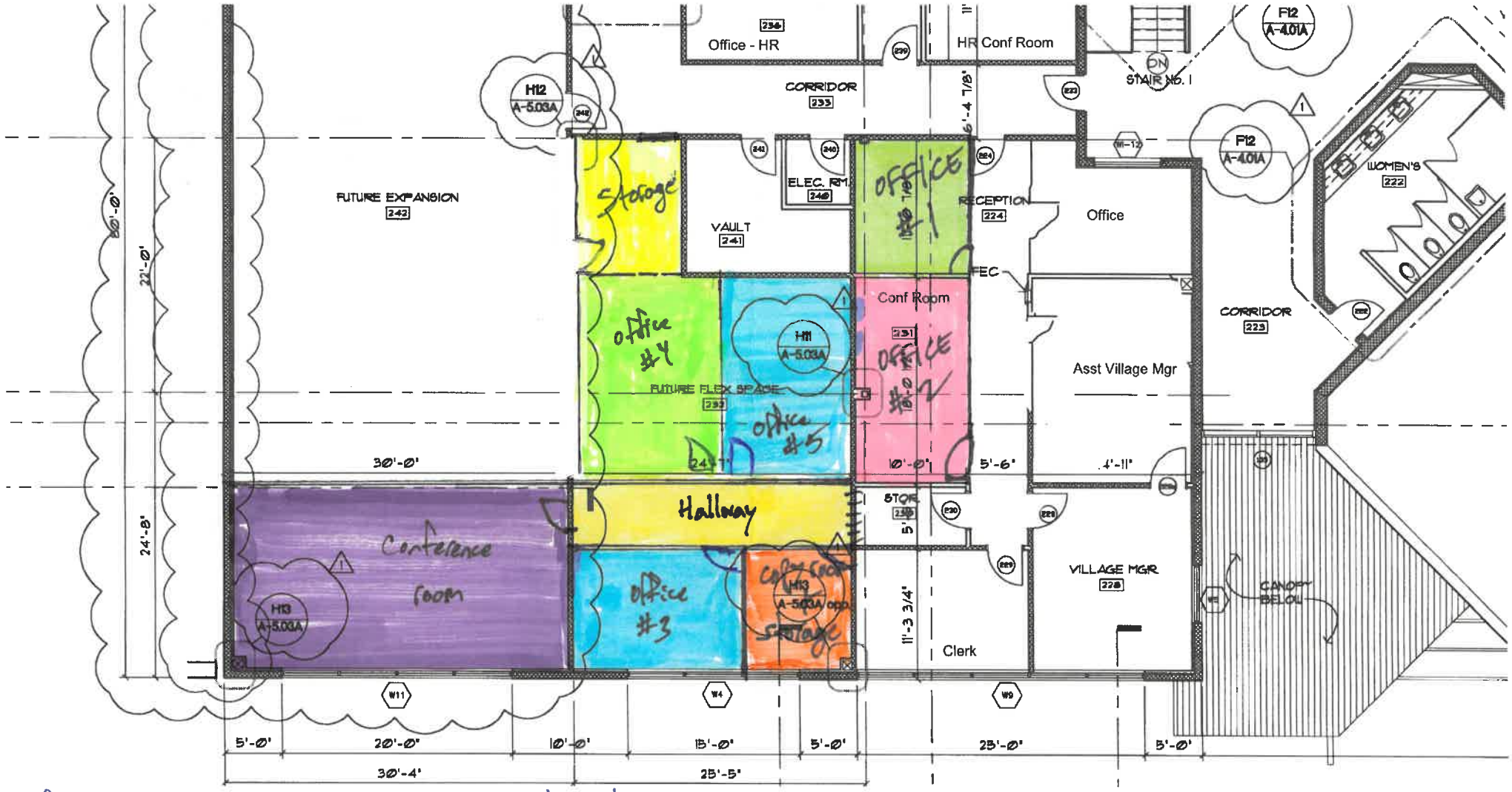
EXHIBIT A

By: Eric Luttmann

			Architectural			Engineering											
			$ 280.00	$ 200.00	$ 150.00	$ 220.00	$ 180.00	$ 130.00									
	TASK DESCRIPTION		**Principal Architect**	**Project Manager**	**REVIT/AutoCAD Tech**	**Project Manager**	**Professional Engineer**	**Staff Engineer**							**Expenses**	**TOTAL**	**FEE**
Due Diligence																	
1	Site Visit and Kickoff Meeting			8			8									$ 3,040	
2	Schematic Concept Design		1	4	20											$ 4,080	
	Reimburable Expenses (5.0%)														$ 152		
	SUBTOTAL HOURS		0	8	0	0	8	0	0	0	0	0	0			$ 7,272	**$ 7,300**
Construction Documents																	
1	Architecture		2	16	64											$ 13,360	
2	MEP Engineering					2	4	40									
3	Finalize EOPC			1			1									$ 380	
4	Finalize Technical Specifications package			8			8									$ 3,040	
5	Coordination with CLIENT			2	8		2	2								$ 2,220	
	Reimburable Expenses (5.0%)														$ 950		
	SUBTOTAL HOURS		2	27	72	2	15	42	0	0	0	0	0			$ 19,950	**$ 20,000**
Permitting/Bidding Assistance																	
1	Prepare Submittal Packages (Permit and Bid)			2	12		2	4								$ 3,080	
2	Prepare responses to review comments			2	8		2	2								$ 2,220	
3	Bid RFI Response			4			4										
4	Prepare Conformed Set		2	2	12	2	2	2								$ 3,820	
	Reimburable Expenses (5.0%)														$ 456		
	SUBTOTAL HOURS		2	10	32	2	10	8	0	0	0	0	0			$ 9,576	**$ 9,600**
Construction Administration																	
1	Submittal Review			4	12		2	6								$ 3,740	
2	RFI Responses			2	8		2	2								$ 2,220	
3	Plan Revisions			2	4		2	4									
4	Substantial Completion			8	12		8	8								$ 5,880	
5	Project Closeout		2	2	2		2	2									
	Reimburable Expenses (5.0%)														$ 592		
	SUBTOTAL HOURS		0	18	38	0	16	22	0	0	0	0	0			$ 12,432	**$ 12,500**
																Grand Total	**$ 49,400**

EXHIBIT B

Village Manager – Offices Buildout



Conference room = 30' x 17'
Hallway = 25' x 5'
Copy room = 11' x 10'
Office #3 = 15' x 11'
910 SF

Office #1 = 10' x 12'
Office #2 = 18' x 10'
Office #4 = 12' x 17'
Office #5 = 12' x 17'
Storage = 10' x 10'

1. Procurement Specialist
2. Record clerk
3. Risk Manager

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Parks & Recreation

ITEM #12: Resolution No. 2024-60 - Acceptance of a Grant Agreement - Parks & Recreation Department - Florida Department of Environmental Protection

SUMMARY: The staff requests the Village Council to accept a grant agreement for $854,000 from the Florida Department of Environmental Protection's Florida Communities Trust program that would reimburse the Village for the costs associated with acquiring the former First Presbyterian Church property. In exchange for the grant funding, the Village commits to redeveloping the property to meet the requirements of the grant and agrees to maintain the land as public park space. This acquisition is a critical component of the Village Commons Park redevelopment project, which will enhance recreational opportunities and community connectivity.

The Village Commons Park redevelopment project is a significant initiative designed to create a vibrant public space for residents and visitors. The property improvements specific to this grant agreement would include several amenities, such as:

1. A playground to engage children and families.
2. An outdoor picnic pavilion to support community gatherings and events.
3. A water feature to enhance the park's esthetics and attract visitors.
4. Public seating areas provide relaxing spaces for all users.
5. Connectivity to the existing park-to-park connector trail along the eastern edge of Village Park, will improve access and encourage non-motorized transportation.

The property at 275 Alemeda Drive is a key piece of land essential to expanding the park and integrating these new amenities. The $854,000 grant from the Florida Communities Trust will significantly reduce the financial burden on the Village for the acquisition.

Benefits of Accepting the Grant:

1. Financial Relief: The grant reduces acquisition costs, allowing the Village to reallocate funds to other essential areas of the redevelopment
2. Community Enhancement: Acquiring this property will expand the park and create valuable recreational spaces that promote health, wellness, and social interaction
3. Improved Connectivity: Integrating this property with the park-to-park connector project enhances pedestrian and bicycle mobility across the Village
4. Environmental and Aesthetic Impact: The water features and greenspace will beautify the area and foster environmental stewardship.

The Staff recommends the Village Council accept the $854,000 Florida Communities Trust grant funding. This commitment aligns with the Village's strategic goals to enhance public spaces, foster community engagement, and improve environmental sustainability. This project will serve as a long-term asset, benefiting residents and visitors for years to come.

FISCAL IMPACT:

The Grant Agreement for $854,000 from the Florida Department of Environmental Protection's Florida Communities Trust program reimburses the Village for costs associated with acquiring the former First Presbyterian Church property at 275 Alemeda Drive.

ATTACHMENTS:

1. Resolution No. 2024-60 Grant Agreement
2. Florida Communities Trust Agreement-Unsigned

RESOLUTION NO. 2024-60

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION COMMUNITIES TRUST FOR $854,000 TO REIMBURSE THE VILLAGE FOR COST ASSOCIATED WITH ACQUIRING THE PROPERTY AT 275 ALEMEDA DRIVE FOR REDEVELOPING THE PROJECT TO MEET THE REQUIREMENTS OF THE GRANT AND MAINTAIN THE LAND AS PUBLIC PARK SPACE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") and Department of Environmental Protection ("State") desire to work cooperatively together Village Commons Park redevelopment project is a significant initiative designed to create a vibrant public space for residents and visitors; and

WHEREAS, the property at 275 Alemeda Drive is a key piece of land essential to expanding the park and integrating these new amenities; and

WHEREAS, the Staff recommends the Village Council accept the $854,000 Florida Communities Trust grant funding. This commitment aligns with the Village's strategic goals to enhance public spaces, foster community engagement, and improve environmental sustainability. This project will serve as a long-term asset, benefiting residents and visitors for years to come; and

WHEREAS, this project will serve as a long-term asset, benefiting residents and visitors for years to come; and

WHEREAS, the Village finds that the cooperative efforts set forth in the proposed Grant Agreement serve a valid public purpose and are in the best interests of the Village.

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

Section 1. Village Council of the Village of Palm Springs hereby approves the Grant Agreement with Department of Environmental Protection regarding reimburse the cost for acquiring the property at 275 Alemeda Drive which Grant Agreement is attached hereto as Exhibit "A" and incorporated herein.

Section 2. The Mayor or designee is authorized to execute the Grant Agreement attached as Exhibit "A" and take all other actions necessary to effectuate the purpose of the same.

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:

	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 14th day of November 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

_____
BEV SMITH, MAYOR

ATTEST:

_____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

_____
CHRISTY GODDEAU

DEP AGREEMENT NUMBER: F2408
FCT PROJECT NUMBER: 23-008-FF24
PROJECT NAME: ATHLETIC COMPLEX EXPANSION
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and the Village of Palm Springs, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, Florida Administrative Code ("F.A.C.").

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.").

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule 62-818, F.A.C. sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on August 14, 2024, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one year if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by

this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Forty percent (40%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **Eight Hundred and Fifty-Four Thousand dollars ($854,000.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

4. The FCT Award will be delivered either in the form of Project Costs to the Recipient or prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

5. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

6. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

7. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

8. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

9. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

10. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

11. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

12. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

13. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. For pre-acquired project sites where the deed did not contain the required provisions the grantee must record a new deed containing these restrictions.

14. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Juan Ruiz
Organization: Village of Palm Springs
Title: Parks and Recreation Director
Address: 226 Cypress Lane
Palm Springs, FL 33461
Telephone: 561-584-8200 ext. 8451
E-mail: jcruiz@vpsfl.org

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the

property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Michael Bornstein
Organization: Village of Palm Springs
Title: Village Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Telephone: 561-584-8200 ext. 8410
Facsimile: 561-304-4600
E-mail: mbornstein@vpsfl.org

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **596020405-002.**

VI. ACQUISITION DOCUMENTATION REQUIREMENTS

The Recipient must submit the following documents associated with the acquisition of the parcel(s) to FCT within 180 days of the execution of this Agreement:

1. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) between the Recipient and Faith Presbyterian Church of the Village of Palm Springs.

2. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).

3. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.

4. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Chapters 62-818 and 62-819, F.A.C.

5. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Chapter 62-819, F.A.C., and are dated within ninety (90) days of the date the Recipient acquired the parcels.

6. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

7. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition

of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

VII. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and the Village of Palm Springs. The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least three recreational facilities including a children's playground, an outdoor picnic pavilion, and a splash pad. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail on the Project Site. Park benches must be provided along the trail. A water fountain must be provided at the trailhead or along the trail.

4. Linked Land-Based Recreational Trail System - The Recipient must connect the Project Site to and manage the Project Site as part of a local, regional, or statewide land-based recreational trail system.

5. Interpretation - The Recipient must provide an interpretive kiosk on the Project Site to educate visitors about the natural environment and the unique history of the area.

6. Education Programs - The Recipient must provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

7. Water Quality Facility - The Recipient must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.

8. Coordination - The Recipient must coordinate management of the Project Site with the adjacent Palm Springs Athletic Complex.

VIII. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. ***The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.***

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

IX. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VII, XII, and XIII herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

a. An introduction containing the Project name, location, and other background information.

b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.

c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A description of all proposed uses including existing and proposed physical improvements.

e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources.

h. A description of proposed educational displays and programs the Recipient will offer, if applicable.

i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and

management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

X. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C. to ensure that the interests of the State of Florida will be protected:

a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.

b. A letter from the FCT indicating approval of the Management Plan.

c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.

d. A statement of the amount of the FCT Award being requested.

e. Supporting documentation that Recipient has satisfied any conditions

imposed as part of the FCT Grant Agreement.

i. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.

ii. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed $10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

XI. REIMBURSEMENT REQUIREMENTS

Upon FCT's approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

Recipient will install for permanent display, one sign recognizing FCT's role in the acquisition of the Project Site prior to submittal of the project plan. Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Within one year of the execution of this Agreement, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

a. Any sale or lease of any interest in the Project Site.

b. The operation of any concession on the Project Site without FCT approval.

c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.

d. Any use of the Project Site other than use by the public.

e. A management contract for the Project Site without an FCT-approved management agreement.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIV. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements**. **Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A**, **Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph VIII.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public

access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

XVI. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT 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. Recipient must identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the FCT.

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

E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399

XVII. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XVIII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XIX. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and

scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: VILLAGE OF PALM SPRINGS a Florida local government	FLORIDA COMMUNITIES TRUST, STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____	By: _____ Secretary or designee
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved as to Form and Legality:	Approved as to Form and Legality:
By: _____	By: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Special Audit Requirements (7 Pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1584 - FIXED CAPITAL OUTLAY LAND ACQUISITION-FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2020-2021	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	$854,000.00	084112
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$854,000.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Parks & Recreation

ITEM #13: Award RFQ No. 2024R-003 contract with Clear Span Structures, LLC – Design-Build Services for Village Commons Park - Parks and Recreation Department.

SUMMARY: In response to RFQ #2024R-003, the Village issued a request for qualifications seeking design-build services for the development of the Village Commons Park. This project will enhance the community's recreational facilities by introducing potentially new structures, such as an outdoor event performance space, a gymnasium, picnic and playground amenities, and landscaping to promote outdoor activities, events, and community gatherings.

Following a competitive evaluation process, Clear Span Structures, LLC was selected based on their qualifications, design approach, and relevant experience in park development projects. Clear Span, LLC. has demonstrated the capability to meet the Village's objectives while ensuring compliance with project timelines and budget constraints.

The Village received two proposals in response to the RFQ. A committee comprised of Village staff from multiple departments evaluated the submissions based on criteria such as:

Evidence of capability, experience and skill to perform the scope of work

- Evidence of successful past performance for similar projects
- Project understanding and approach
- Completeness and responsiveness of qualifications
- Evidence of adequate personnel to timely perform the project

Clear Span Structures, LLC., scored the highest in all categories and provided a comprehensive design-build solution tailored to the Village's needs.

Key Contract Terms -
The contract with Clear Span Structures, LLC. includes:

- Conceptual design services and pre-construction services. Approval of this agreement allows for the Village Commons Park improvement project to begin the initial conceptual and pre-construction services discussions with the contractor. Conceptual Design and the pre-construction services will be approved via a Task Order issued alongside the Design-Build agreement after staff have received the pre-construction services proposal at a later date.
- Staff envisions that once the Village Council has approved a final conceptual design then the project will move to the construction services phase. This agreement will then be amended. This

is true whether the village pursues the construction of the project all at one time or constructing in a phased approach.

Based on Clear Span Structures, LLC., qualifications, past relevant experience and the overall fit with the Village's vision for the Village Commons Park, it is recommended that the Village Council approve the contract with Clear Span Structures, LLC. for design-build services.

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

FISCAL IMPACT:

For the purposes of approving this RFQ award #2024R-003 there are no immediate fiscal impacts. Once the Village receives a proposal for pre-construction and design services from the contractor, staff will bring forward a task order and seek Council approval and inclusion in the Village's 6-year Capital Improvement Program.

ATTACHMENTS:

1. Resolution No. 2024-61 – Award RFQ #2024R-003 Contract with Clear Span Structures, LLC – Design-Build Services for Village Commons Park
2. Bid Documents - RFQ No. 2024R-003
3. Clear Span Structures, LLC Agreement
4. Village Of Palm Springs Billing Rates
5. Clear Span Structures - Village of Palm Springs - RFQ No. 2024R-003
6. Committee Scores - August 9, 2024
7. Agenda Bid Selection Committee - August 12, 2024

RESOLUTION 2024-61

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AWARD OF RFQ #2024R-003 WITH CLEAR SPAN STRUCTURES, LLC, FOR DESIGN-BUILD SERVICES FOR VILLAGE COMMONS PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village issued the Request for Qualification for Design-Build Services (RFQ #2024R-003) ("RFQ") for the development of the Village Commons Parks; and

WHEREAS, the Village advertised the RFQ in the Lake Worth Herald on June 6, 2024; and

WHEREAS, the Village's Selection Committee received two (2) responses to the RFQ and met on August 12, 2024, to discuss each rank of each firm; and

WHEREAS, the Selection Committee consisted of representatives from Parks and Recreation, Public Services, Licensed Architect, and Assistant Village Manager as an Alternate; and

WHEREAS, Village staff recommends Clear Span Structures, LLC based on their qualifications, design approach and relevant experience in park development projects, to perform the design-build services for Village Commons Park .

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 agrees to award RFQ #2024R-003 to Clear Span Structures, LLC for the design-build services for Village Commons Park. There are no immediate fiscal impacts.

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 14th day of November, 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

VILLAGE OF PALM SPRINGS, FLORIDA

REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD SERVICES FOR VILLAGE COMMONS PARK IMPROVEMENTS

RFQ NO. 2024R-003

Prepared by:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
May 31, 2024

REQUEST FOR QUALIFICATIONS
RFQ NO. 2024R-003
DESIGN-BUILD SERVICES FOR VILLLAGE COMMONS PARK IMPROVEMENTS

DEADLINE TO SUBMIT PROPOSAL: July 12, 2024

The Village of Palm Springs ("Village") is looking for a qualified Design-Build company, firm, or joint venture ("firm") to provide design-build services for the improvement of the Village's Commons Park. The project will involve making enhancements to the Village Commons Park located at 226 Cypress Lane, Palm Springs, Florida, as detailed in the Request for Qualifications ("RFQ") solicitation.

The Village uses online services to notify and distribute solicitation documents. The complete set of RFQ documents will be available starting from June 6, 2024, on www.demandstar.com or the Village website at www.vpsfl.org. Qualifications in response to this RFQ should be submitted electronically via DemandStar at: www.demandstar.com.

Qualifications must be submitted electronically via www.demandstar.com by July 12, 2024, at 4:00 PM. Late submissions will not be considered. A public open meeting will be held to announce all proposals that have been submitted.

A virtual pre-bid conference will be held for this solicitation at 2:00 PM local time on June 17, 2024. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – June 17, 2024, at 2:00 PM.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE4MjM1NTgtZGZkYS00YmUyLThjODUtNjI1MDNkMzY3MTZh%40thread.v2/0?context=%7b%22Tid%22%3a%2220801dc8-57d4-4c4b-b981-92be4d50e21c%22%2c%22Oid%22%3a%2218b1bc07-9dc6-49fe-95e0-3ef9323ea869%22%7d

Meeting ID: 214 730 527 680
Passcode: 55q7Ds

Any questions regarding this RFQ must be submitted in writing to the Procurement Official at procurement@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the deadline for submission of questions on June 21, 2024, at 5:00 PM local time. Please reference **RFQ No. 2024R-003** in the subject line for all correspondence. The Village reserves the right to accept or reject any or all Qualifications, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, once the deadline for submissions of Qualifications passes, this RFQ will be under the “Cone of Silence” until the appropriate authority has approved an award recommendation, rejected all responses, or some other

action by the Village to end the solicitation process. This limits and requires documentation of communications between potential respondents and/or respondents, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
Publication: **DemandStar, Lake Worth Herald, and Village of Palm Springs website**
Date: **June 6, 2024**

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The Village is seeking Qualifications from qualified Design-Build firms for the Village Commons Park Improvements. The project consists of improvements as set forth in the Village's Parks and Recreation Master Plan for the Village Commons Park generally located at 226 Cypress Lane, Palm Springs, Florida. A more detailed scope of services is attached and incorporated into this RFQ as **Exhibit "A".**

2. SUBMITTAL OF QUALIFICATIONS

Interested firms are invited to submit a complete set of Qualifications for consideration. Qualifications must address the items requested clearly and concisely. The Village intends to negotiate a contract for the desired services upon selection of the most qualified firm that best satisfies the evaluation criteria.

Time is of the essence, and any Qualifications received after 4:00 p.m., July 12, 2024, will not be considered for award. The Village will not be responsible for delays caused by any occurrence. Qualifications must be submitted electronically using www.demandstar.com only. All Qualification document files must be labeled **"RFQ NO. 2024R-003, Design-Build Services for Village Commons Park Improvements"**.

The Village reserves the right to reject any or all Qualifications and/or to waive all nonmaterial, minor irregularities in Qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFQ are the sole responsibility of the Respondent, including all costs and fees related to a protest. The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements, and forms. It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this RFQ. All Qualifications must be typed or written in ink and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may cause rejection of the Qualifications.

3. REGISTRATION

Each Respondent seeking to submit Qualifications is requested to **register** with www.demandstar.com to receive any addenda to this RFQ. It is the responsibility of each Respondent to ensure that it receives all addenda. The Village shall have no responsibility to provide any addenda issued under this RFQ to any Respondent; however, the Village will use its best efforts to provide issued addenda to those Respondents registered for this RFQ with www.demandstar.com.

4. CHANGES AND INTERPRETATIONS

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

All questions regarding this RFQ must be submitted in writing **via e-mail** and must be received by the below noted Purchasing Official per RFQ timetable due date for Qualifications. All

questions will be answered via addenda. If a question is not answered, the Respondent should assume all relevant information is contained within this RFQ. The Village will attempt to not issue any addenda within three (3) business days of the due date of Qualifications; however, the Village reserves the right to issue any addenda at any time prior to the due date and time of Qualifications.

CONTACT PERSON: Kimberly M. Wynn, Village Clerk	**PHONE: (561) 584-8200 Ext. 8431**
E-MAIL: procurement@vpsfl.org	

5. PROPERTY OF THE VILLAGE

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

6. RFQ TIMETABLE

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

- Bid Advertisement — June 6, 2024
- Pre-Bid Conference (Non-Mandatory) — June 17, 2024 (2:00 PM)
- Questions from Potential Respondents Due — June 21, 2024 (5:00 PM)
- Issue Addendum (if necessary) — June 28, 2024 (5:00 PM)
- Qualifications Deadline — July 12, 2024 (4:00 PM)
- *Tentative* Qualifications Selection — August 5, 2024, (10:00 AM)
- *Tentative* Contract Negotiations & Approval — September 12, 2024

The Village reserves the right to amend the anticipated timetable as it deems necessary.

7. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the Village's procurement code, the Village's procurement cone of silence will be in effect as of the deadline to submit Qualifications in response to this RFQ. A complete copy of the Village's procurement code is available online at municode.com under the Village's code of ordinances (Chapter 58). All Respondents are highly encouraged to review the same. A cone of silence prohibits communication between certain Village officials, employees, agents, and anyone seeking a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses, or some other action by the Village to end the solicitation process.

8. ETHICS REQUIREMENT

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of Village officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics to ensure compliance with the same.

9. DISCLOSURE AND DISCLAIMER

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

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

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

10. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract including the fee for services to be rendered will be negotiated with successful Respondent. Initial negotiations will be based on a standard Village contract. The guaranteed maximum price and guaranteed construction schedule will be negotiated for construction separately and later. The awarded contract will not guarantee any services to the successful Respondent; instead, the resulting contract will require the issuance of task orders or work orders for each phase of design and construction. If the Village and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the Village reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the Village is able to enter a contract with a qualified Respondent that best meets the needs of the Village.

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

The resulting contract shall be open-ended with a termination provision allowing for either party to terminate the contract without cause upon ten (10) days' notice. Each fiscal year of the contract

and any future years will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Village. The Village need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

11. INSURANCE REQUIREMENTS AND BONDS

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

A. The selected firm shall maintain, during the term of the contract, standard Professional Liability Insurance at the minimum amount of $1,000,000.00 per occurrence.

B. The selected firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of $1,000,000.00 per occurrence ($2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.

C. The selected firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. The selected firm shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the Village, its officials, employees, and agents as "Additional Insured".

The foregoing insurance requirements may be changed depending on the phase of the projects including during construction of any projects under the resulting contract with the awarded Respondent. For qualifying construction projects, a public construction bond pursuant to section 255.05, Florida Statutes, will be required.

12. EVALUATION AND AWARD

The evaluation and award of the submitted Qualifications shall be consistent with Florida's Consultants' Competitive Negotiations Act (section 287.055, Florida Statutes). The Village will assemble an Evaluation Committee to evaluate the submitted Qualifications. The Evaluation Committee will meet publicly to evaluate and determine which Respondents are qualified to provide the requested services consistent with the **Qualification Evaluation Criteria**. Once the

Evaluation Committee determines which Respondents are qualified, it shall short-list the qualified firms deemed the most highly qualified based on the Qualifications submitted and the Qualification Evaluation Criteria. The short-list shall consist of three or more firms. If three (3) firms are not determined to be qualified or at least three (3) firms did not submit Qualifications, the Evaluation Committee shall decide whether to cancel this RFQ and reissue or move forward with the firms deemed most qualified even is less than three (3) firms.

The short-listed firms will be invited to make a presentation to the Evaluation Committee which will include a question-and-answer period. The presentations may be held in a public meeting or closed meeting pursuant to section 286.0113(2), Florida Statutes. After the presentations, the Evaluation Team will rank the firms based upon the **Competitive Selection Criteria** and make a recommendation to the Village Council for award. Village staff may negotiate with the highest ranked Respondent to prepare a contract to be submitted with the Evaluation Committee's recommendation to the Village Council. The Procurement Agent will notify all submitting Respondents and advertise the Evaluation Committee meeting(s) in the appropriate media as directed by law. The Village Council is not bound by the recommendation of the Evaluation Committee and the Village Council may deviate from the recommendation in determining the best overall Qualifications which are most advantageous and in the best interest of the Village consistent with the criteria set forth herein. The recommended award will be available for review by interested parties at the Village's website and DemandStar.

Each submitted Qualifications will be evaluated individually and in the context of all other Qualifications. Qualifications must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the Village through written addenda to this RFQ. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the Village to award to the most qualified, and the Village reserves the right to award the contract to the Respondent submitting the best overall Qualifications and in the best interest of the Village (consistent with the evaluation criteria and successful negotiations). The Village shall be the sole judge of the Qualifications and the resulting contract that is in its best interests.

As part of the evaluation process, the Village may investigate references, including but not limited to, a record check of consumer affairs complaints. By submitting Qualifications, Respondents acknowledge this process and consent to the Village's investigation. Village is the sole judge in determining the Respondent's qualifications.

Evaluation Scoring Criteria:

The evaluation of the Qualifications will be conducted in accordance with the following criteria (with associated points available).

Qualification Evaluation Criteria	**Points Available**
Evidence of capability, experience and skill to perform the scope of work	30 points
Evidence of successful past performance for similar projects	30 points
Evidence of adequate personnel to timely perform	20 points

Completeness and responsiveness of Qualifications	15 points
Evidence of small or minority business enterprise	5 points

Competitive Negotiations Evaluation Criteria:

Evidence of capability, experience and skill to perform the scope of work	20 points
Evidence of successful past performance for similar projects	20 points
Evidence of adequate personnel to timely perform	20 points
Willingness to meet time and budget requirements with current and projected workload of Firm	20 points
Location of Firm	5 points
Recent, current, and projected workloads of the Firm (including work with the Village)	5 points
Terminations and/or litigation	5 points
Evidence of small or minority business enterprise	5 points

13. QUALIFICATIONS FORMAT

Each Respondent shall submit in a clear, concise format, on 8 1/2" x 11" paper, in English, the following information. Omission of required data may cause disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Qualifications. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Qualifications not providing this reference will be considered to have no reference materials included in the additional documents.

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

Only one set of Qualifications may be submitted by each Respondent.

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

A. Letter of Transmittal (not to exceed three pages)

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

- General summary of Respondent's firm; how long in business; general approach to tasks and projects; location; and summary of the firm's qualifications. If the firm is a joint venture, please provide the requested information on each firm or person involved in the joint venture.
- Respondent's brief understanding of the scope of work.

- The letter must name all persons or entities interested in award as principals. Identify all the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the Qualifications, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The Village will not consider submittals that identify a partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the Village. Each Respondent is responsible for visiting the Village's website or DemandStar to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the required forms)

1. Evidence of capability, experience and skill: Respondents shall provide a summary of the firm's capability, experience and skill to provide the requested services (which shall not exceed two pages) and include the firm's organizational structure. Bullet point format is appreciated.

2. Evidence of successful past performance for similar projects: Using the reference form provided, Respondents shall identify successful past performance for similar projects. Respondents shall provide a minimum of five (5) references on the form provided demonstrating their successful past performance for similar projects. Prior experience with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

3. Evidence of adequate personnel to perform: Respondents shall provide 1-page summaries or resumes of key personnel to be assigned to provide services to the Village. Resumes should include a description of:

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

D. Proof of Licenses and Certifications (unlimited)

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

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

E. Litigation and/or Terminations (unlimited)

Respondents shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this RFQ and that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved*. If none, state as such.*

Respondents shall also state if the Respondent has had a contract for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Respondents shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

F. Evidence of Ability to Deliver on Time (limited to three pages)

Respondents shall provide a three-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided including any work currently being performed for the Village or in the last five (5) years.

G. Evidence of small or minority business enterprise (unlimited)

Respondents shall provide their certification(s) as a small or minority business enterprise. To qualify, the Respondent must be certified by a State agency, a Florida county or Florida municipality.

14. REPRESENTATIONS BY SUBMITTAL OF QUALIFICATIONS

By submitting Qualifications, the Respondent warrants, represents and declares that:

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

B. The Qualifications are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Qualifications, and that the Qualifications are, in all respects, true and correct without collusion or fraud.

C. The Respondent understands and agrees to all elements of the RFQ unless otherwise indicated or negotiated, and that the RFQ shall become part of any contract entered between the Village and the Respondent.

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

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

F. Pursuant to Section 448.095(5), Florida Statutes, a person or firm providing services to the Village, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees.

G. As provided in Section 287.135, Florida Statutes, as amended from time to time, if selected for award, the Respondent will be required to certify that it is not participating in a boycott of Israel and has not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

H. Respondent recognizes and agrees that the Village will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of its Qualifications to third parties.

15. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the Village in accordance with the Village's procurement code. A complete copy of the Village's procurement code is available on- line at municode.com under the Village's code of ordinances (Chapter 58). The protest procedures are set forth at section 58-6. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest proceedings.

16. EXHIBITS

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

A. Exhibit "A" Scope of Services
B. Exhibit "B" Proposer Information Form (must be submitted)
C. Exhibit "C" Drug Free Workplace Form (must be submitted)
D. Exhibit "D" References (must be submitted)
E. Exhibit "E" Conflict of Interest Form (must be submitted)

Attachments to Exhibit "A":

1. Village's Parks and Recreation Master Plan

17. COMPLIANCE

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

END OF GENERAL INFORMATION

EXHIBIT "A"
RFQ NO. 2024R-003

SCOPE OF SERVICES:

The scope of services is a general guide to the services the Village expects to be performed by the selected Respondent and is not a complete listing of all services that may be required or desired. The desired services include design services, permitting, bidding assistance, and providing construction phase services associated with identified improvements to be made to the Village Commons Park.

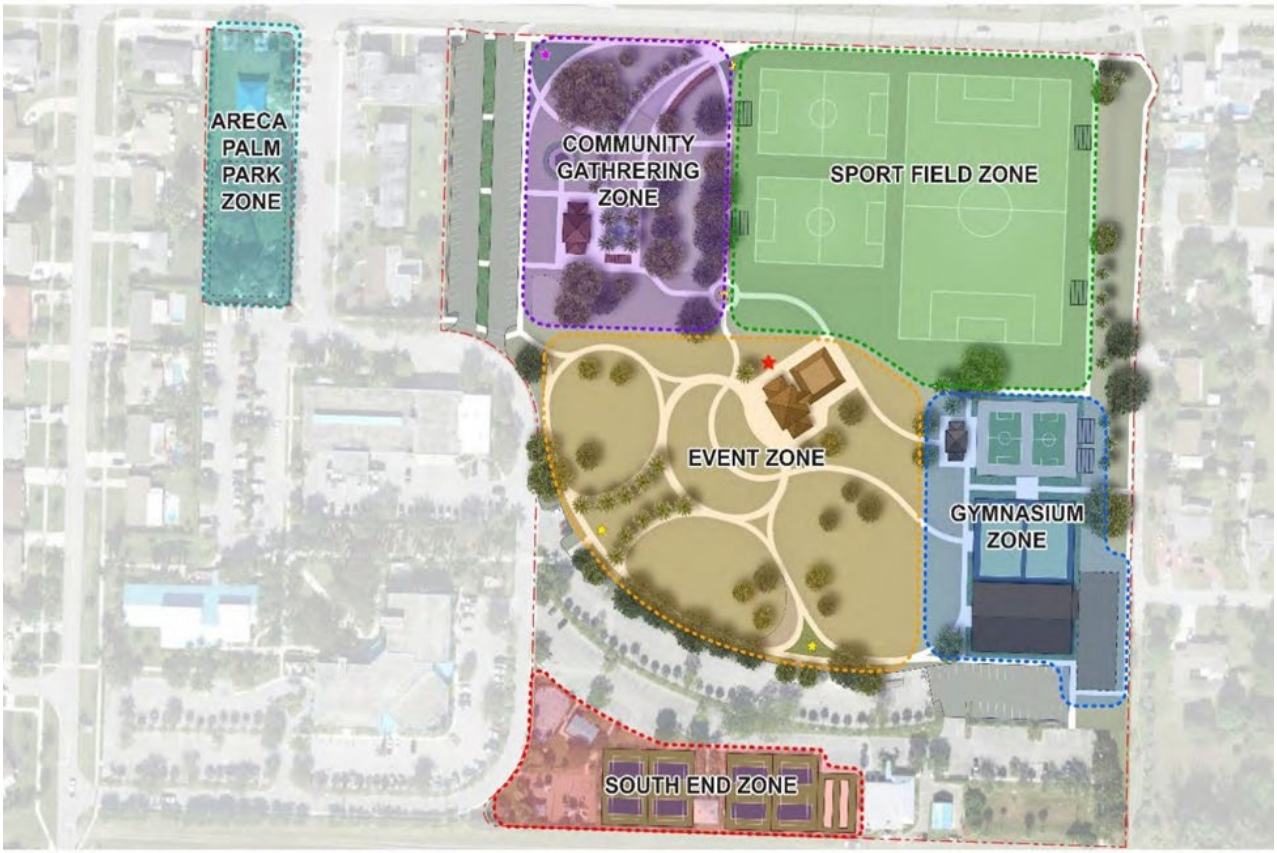
Description of Proposed Project

The Village is a recipient of the Florida Communities Trust (FCT) grant. The FCT grant program is administered by the Florida Department of Environmental Protection (FDEP) and provides financial assistance for acquisition or development of land for public outdoor recreation. The Village has been awarded $854,000 in grant funds which was matched by the Village with the purchase of the property at 275 Alemeda Drive, Palm Springs, Florida ("Grant Agreement"). The Grant Agreement and funding provides for improvements described in the "Community Gathering Zone" of Village Commons Park. In addition, the Village is seeking additional improvements as proposed in the Village's Parks and Recreation Master Plan for Village Commons Park.

There are four key areas within the Village Commons Park complex that the Village desires to be addressed with the conceptual designs as identified in the Village's Parks and Recreation Master Plan (however, not all issues have to be addressed in each design and the issues could be addressed in a phased approach to the overall project):

- Community Gathering Zone
- Event Zone
- Sports Fields Zone
- Gymnasium Zone

More information on each zone is provided below along with the general map.



Community Gathering Zone: The Village is seeking for this zone to include but not limited to:

- Large outdoor pavilion with seating
- Splash pad with water jets
- Rope Climbing Sphere Playground
- Ninja Ropes Course Playground
- Public Seating areas to include shaded tables and chairs.
- Small terraces seating area to act as a small amphitheater for small gatherings.
- 8' concrete walking paths
- Improved Parking area
- Village prefers to preserve most of the mature shade trees, including the large Banyan tree located on the property.

Event Zone: The event zone is the heart of the conceptual design and provides the Village an optimal space to hold its much beloved festivals and special events like Movies in the Park.

- Outdoor amphitheater with event lawn that should feature: Electrical hookups, sounds system, and lighting.
- The Village is seeking to preserve the existing concessions building and repurpose with upgraded restrooms and act as a storage and support building for the amphitheater.
- 8' concrete walking paths.
- The existing shade trees along the parking lot are to be preserved and new shade trees will be planted to provide additional shade.

Sports Field Zone: This zone includes minor changes and improvements to the existing configuration.

- The existing baseball infrastructure like mounds and dugouts are proposed to be removed

and a large, flat grass field will be established that connects to the existing multi-purpose field.

- Shaded spectator stands.
- The existing field lights will be preserved.
- Landscape buffer that runs along the perimeter along Alemeda Drive.
- Village is open to considering artificial turf in place of the existing natural turf areas.

Gymnasium Zone: This zone is centered around the construction of a new, 15,000 square foot gymnasium located in place of the existing basketball courts.

- The gymnasium proposed to include a basketball court, bathrooms, and small office/storage space. The gym should relate to a breezeway to the existing lab building, allowing more seamless use between the two buildings.
- Two new outdoor basketball courts.
- Mini-pitch soccer court to include lighting, spectator stands and a nearby pavilion. Both the mini- pitch and basketball courts will be fenced in, and the perimeters landscaped to improve appearance and buffer noise.
- Expand the existing parking lot to provide an additional 29 spaces.
- A new pedestrian entrance into the park to provide access to pedestrians and bicyclist in the neighborhoods to the east.

Village's Project Priorities

Detailed design documents along with construction documents are needed for the construction and completion of this overall park improvement project. The Village's priorities for the overall project include requiring the selected firm to:

- Design the elements of the project as identified in the FCT Grant Agreement which design should be a phased approach for each of the zones.
- Also, design the elements of the project as described in the Village's Parks and Recreation Master Plan for Village Park.
- Prepare construction documents for each phase and zone and handle all permitting requirements.
- Ensure that all constructions and installations are in strict compliance with the Florida Building Code and any local amendments thereto.
- Complete and orderly maintenance of paperwork and records.
- Receipt and logging of correspondence.
- Project closeout inspection.

EXHIBIT "B"
RFQ NO. 2024R-003

RESPONDENT INFORMATION PAGE

This FORM is a requirement of every Respondent.

Company Name:
_____

Authorized
Signature:
_____
Signature Print Name

Title: _____

Physical
Address:_____
Street

_____
City State Zip
Code
Telephone: _____ Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

Additional information may be attached if the Respondent is a joint venture.

EXHIBIT "C"
RFQ NO 2024R-003
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Qualifications are equal with respect to price, quality, and/or service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To have a drug-free workplace program, a business shall:
(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

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

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

EXHIBIT "D"
RFQ NO. 2024R-003

REFERENCES

Please provide a list of similar past projects, including the names, addresses, and telephone numbers of organizations you have worked for or provided similar services to in the past five years. Please include a minimum of five references. If more references are available, please copy this form.

#1 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services:

_____

_____

Completed on time: Yes___ No ___ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

#2 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services:

_____

_____

Completed on time: Yes___ No ___ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

#3 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services:

_____

_____

Completed on time: Yes___ No ___ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

#4 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services:

_____

_____

Completed on time: Yes___ No ___ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

#5 REFERENCE

Name of Client: _____

Address: _____

Phone No.: (_____) _____ Fax: (_____) _____

Contact Person Name: _____ Title: _____

Description of services:

_____

_____

Completed on time: Yes___ No ___ (explain: _____).

Completed within budget: Yes__ No__ (explain: _____).

EXHIBIT "E"
VENDOR CONFLICT OF INTEREST FORM
DISCLOSURE STATEMENT

INFORMATION AND INSTRUCTIONS

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes,* and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Village.

INSTRUCTIONS
Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

_____
NAME OF VENDOR

_____
NAME OF PERSON COMPLETING FORM

_____
RELATIONSHIP TO VENDOR

_____
ADDRESS

_____
CITY, STATE, ZIP TELEPHONE NUMBER

_____

CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

_____ ITB (specify) _____

___X__ RFP / RFQ (specify) ***RFP 2024R-003 Design Build Services Village Commons***

_____ Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

5. Describe any other circumstances of which you are aware may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

_____ _____
Signature Date

_____ _____
Printed Name Title

DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2024, by and between the **Village of Palm Springs**, Florida, a municipal corporation ("**VILLAGE**") and **Clear Span Structures, LLC**, a limited liability company authorized to do business in the State of Florida ("**CONTRACTOR**").

WHEREAS, VILLAGE desires to obtain professional design-build services for the project to be known as the Village of Palm Springs Village Commons Park Improvements ("**Project**"), according to the requirements in VILLAGE's Request for Qualifications (RFQ No. 2024R-003) ("**Solicitation**"), and as further described herein; and

WHEREAS, the CONTRACTOR submitted its qualifications in connection with the Solicitation, which has been selected by VILLAGE; and

WHEREAS, the VILLAGE desires to pursue the Project in phases with the first phase being the pre-construction phase for the Project (or a portion thereof), which will include all design and preconstruction services for the Project (or a portion thereof); and

WHEREAS, once all pre-construction services are completed (or a portion thereof), it is contemplated (but not guaranteed) that the VILLAGE and the CONTRACTOR will amend this Agreement for the CONTRACTOR to perform the construction services as a prime contractor in connection with the construction of the Project (or portion thereof); and

WHEREAS, the scope of services for the pre-construction phase will be negotiated with VILLAGE staff and presented to the VILLAGE Council for approval as a separate task order to this Agreement; and

WHEREAS, the CONTRACTOR warrants to VILLAGE that it is qualified and duly licensed to furnish the design-build services in Florida and meet the obligations set forth in the Solicitation; and

WHEREAS, the CONTRACTOR warrants that the representations made by it in its qualifications submitted in response to the Solicitation remain valid, accurate and binding upon it; and

WHEREAS, the VILLAGE finds entering this Agreement with the CONTRACTOR for the design-build services as hereafter specified serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1: RECITALS AND GENERAL INFORMATION

1.1 **RECITALS**. The Recitals set forth above are incorporated herein by this reference.

1.2 **Scope of Services**. The CONTRACTOR shall provide the services and work requested by the VILLAGE and required under a VILLAGE approved Task Order as described herein. The general nature of the services and work to be provided by the CONTRACTOR under this Agreement are the pre-construction services for the Project.

1.3 **Contract Documents**. The Contract Documents are incorporated herein by reference as if set forth in this Agreement and comprise the entire agreement between the VILLAGE and CONTRACTOR. The Contract Documents consist of this Agreement, the Solicitation (including, but not limited to, the documents issued with the Solicitation, addenda, attachments and exhibits); and, any duly executed and issued Task

Orders, amendments to Task Orders, and amendments to this Agreement. If, during the performance of the services, the CONTRACTOR finds an ambiguity, error or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the VILLAGE, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the CONTRACTOR. The VILLAGE will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to CONTRACTOR's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Fully executed amendments to this Agreement or issued Task Orders;
Second Priority:	Fully executed Task Orders;
Third Priority:	This Agreement; and,
Fourth Priority:	The Solicitation.

1.4 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean the **VILLAGE Manager or designee**. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the contract price shall require a formal change order or contract amendment executed by the VILLAGE Manager or the VILLAGE Council (depending on the authority set forth in the VILLAGE's Purchasing Code).

1.5 **Task Orders**. When the VILLAGE identifies a need for the CONTRACTOR's services, the VILLAGE will request a proposal from the CONTRACTOR to provide the services requested. The VILLAGE will provide the CONTRACTOR with sufficient information for the CONTRACTOR to develop its proposal (as applicable). The CONTRACTOR's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the CONTRACTOR's proposal and shall be based on the Hourly Billing Rates attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONTRACTOR's proposed Task Order and proposal, the VILLAGE shall decide in its sole discretion whether to award the services proposed in the Task Order to the CONTRACTOR. Depending on the not to exceed amount of each Task Order, the Task Order may be awarded by the VILLAGE Manager (if not to exceed $35,000)) or the VILLAGE Council. If Task Order is approved by the VILLAGE, the CONTRACTOR shall commence the identified services upon the VILLAGE's approval of the Task Order for the services **and issuance of a notice to proceed**. The VILLAGE reserves the right to reject any and all proposals submitted by the CONTRACTOR. A VILLAGE-approved Task Order shall include (by reference) the information provided by the VILLAGE to the CONTRACTOR (if applicable).

1.6 **Term**. This Agreement shall become effective upon approval by the VILLAGE Council and shall continue until such time as either party provides the other party with a written notice of termination as set forth herein. Each fiscal year of this Agreement and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the VILLAGE.

1.7 **Hourly Billing Rates**. The Hourly Billing Rates set forth as **Exhibit "B"** shall remain fixed for the first year of this Agreement. If due to applicable price escalations and/or reductions which impact the CONTRACTOR's Hourly Billing Rates, the VILLAGE and CONTRACTOR may execute a written amendment to this Agreement to establish new Hourly Billing Rates for the next year of the Agreement. The VILLAGE Manager may approve changes in the Hourly Billing Rates based on the recommendation of the VILLAGE's Parks and Recreation Director or designees.

1.8 **Amendment**. The contemplated amendment to this Agreement for construction services to be performed by the CONTRACTOR may alter and amend the terms and conditions of this Agreement to

address the construction phase services, which the Parties recognize will create a different scope of services and may reasonably result in changes to the provisions set forth herein for insurance, liability, indemnification and otherwise. Accordingly, the terms and conditions set forth herein for pre-construction services will be subject to further change per the parties' negotiated and written agreement on the amendment for construction services.

SECTION 2: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that CONTRACTOR will act hereunder as an independent contractor and none of the CONTRACTOR's, officers, directors, employees, independent Contractors, representatives or agents performing services for CONTRACTOR 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 CONTRACTOR 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 3: TIME AND TERMINATION.

3.1 Time for Completion. Time is of the essence in the performance of this Agreement. The CONTRACTOR shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule as set forth by the parties in each Task Order(s) or in an amendment hereto.

3.2 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 CONTRACTOR 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 CONTRACTOR or VILLAGE shall resume its performance as soon as is reasonably possible. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any failure to perform the services and, if the CONTRACTOR's failure to perform was without its or its sub-contractors' 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.

3.3 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.

3.4 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 five (5) business days from the date of the notice in which to commence to remedy the breach. If such corrective action is not taken within five (5) business days, then this Agreement shall terminate at the end of the five (5) business day period without further notice or demand.

3.5 Early Termination. If this Agreement is terminated before the completion of all services by either party, the CONTRACTOR shall:

1. Stop services on the date and to the extent specified including without limitation services of any sub-contractors.

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.

3.6 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 CONTRACTOR of such occurrence and either the VILLAGE or CONTRACTOR 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 CONTRACTOR for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

4.1 Fee Schedule. The fee schedule attached as **Exhibit "B"** shall remain firm for the first one (1) year of this Agreement. After the first one (1) year, the CONTRACTOR 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 an amendment signed by the VILLAGE Manager. The fee schedule shall be the basis for all fees proposed by the CONTRACTOR and in any approved task order. Notwithstanding anything in the Agreement to the contrary, CONTRACTOR may submit a written request for an equitable adjustment of the fees or other compensation payable by the VILLAGE to CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR is entitled to the equitable adjustment, the VILLAGE may approve the equitable adjustment subject to the VILLAGE's annual budgeting limitations.

4.2 Invoices. Unless otherwise agreed in an issued Task Order, the CONTRACTOR 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
Palm Springs, FL 33461

The VILLAGE's authorized representative or designee and Finance Department will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with this Agreement. If not approved, the VILLAGE will notify the CONTRACTOR 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 VILLLAGE's receipt of the CONTRACTOR's invoice.

(a) Reimbursable Expenses. The CONTRACTOR'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. CONTRACTOR 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.

(b) 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 CONTRACTOR or its subcontractors or its subcontractors, and the use of the CONTRACTOR'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 CONTRACTOR shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

4.3 Additional Services. If the VILLAGE seeks to utilize the CONTRACTOR for any additional services related to the services identified herein, the VILLAGE and CONTRACTOR will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the VILLAGE in the form of a Task Order or amendment to this Agreement or an existing Task Order prior to said services being provided.

4.4 Status Report. The CONTRACTOR 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 CONTRACTOR for each approved task order).

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

SECTION 5: TERMS OF PERFORMANCE

5.1 Starting Work. The CONTRACTOR will not begin any of the services until authorized in writing by a Notice to Proceed from the VILLAGE based upon the CONTRACTOR's receipt of an approved Task Order for the services.

5.2 Ownership of Documents. The drawings, specifications, calculations, supporting documents, or other work products which are prepared for the VILLAGE by the CONTRACTOR 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 CONTRACTOR or receipt of payment from the VILLAGE for the same. The CONTRACTOR 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 CONTRACTOR.

5.3 Accounting Records. The CONTRACTOR's accounting records, insofar as they pertain to invoicing the Village or for disbursements made from the CONTRACTOR's account for services under this Agreement shall be open to VILLAGE's inspection and audit at the CONTRACTOR'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 CONTRACTOR which reveal individual pricing

components, multipliers, or other unit pricing of the CONTRACTOR'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 CONTRACTOR's office. These records will be retained by the CONTRACTOR for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

5.4 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.

5.5 Personnel. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's personnel (and all subcontractors) 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 CONTRACTOR's personnel furnished by the CONTRACTOR upon written notice by VILLAGE to CONTRACTOR of the cause for such replacement.

5.6 Conflict of Interest. The CONTRACTOR 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 CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance. The CONTRACTOR 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 CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR 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 CONTRACTOR. The VILLAGE agrees to notify the CONTRACTOR of its opinion within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the VILLAGE, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the Village shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement.

5.7 News Releases / Publicity. The CONTRACTOR shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the services hereunder without prior written VILLAGE approval.

SECTION 6: VILLAGE'S RESPONSIBILITIES

6.1 Service of Others. The VILLAGE shall furnish to the CONTRACTOR, if required for performance of the Contractor'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.

6.2 Examine Work of the Contractor. Within a reasonable time so as not to delay the services of the CONTRACTOR, the VILLAGE shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONTRACTOR, obtain advice of an attorney, insurance counselor, or other Contractors, as the VILLAGE deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

SECTION 7: SUSPENSION BY VILLAGE FOR CONVENIENCE. The VILLAGE may, at any time without cause, order CONTRACTOR 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 CONTRACTOR 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 8: INDEMNIFICATION. The CONTRACTOR 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 CONTRACTOR, its officers, directors, employees, representatives, and agents employed or utilized by the CONTRACTOR 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 CONTRACTOR, 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 9: 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 10: SUB-CONTRACTORS. The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. All subcontractors providing professional services to the CONTRACTOR under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement for the CONTRACTOR. In the event that a subcontractor does not have insurance or does not meet the insurance limits as stated in this Agreement, the CONTRACTOR shall indemnify and hold harmless the VILLAGE for any claim in excess of the subcontractor's insurance coverage, arising out of the negligent acts, errors or omissions of the subcontractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the VILLAGE.

SECTION 11: FEDERAL AND STATE TAX. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the VILLAGE's Tax Exemption Number.

SECTION 12: INSURANCE. Prior to commencing any services, the CONTRACTOR 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 CONTRACTOR. All such insurance policies may not be modified or terminated without the express written authorization of the VILLAGE.

Type of Coverage	**Amount of Coverage**

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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR's expressly assumed, covered indemnity obligations hereunder.

SECTION 13: SUCCESSORS AND ASSIGNS. The VILLAGE and the CONTRACTOR 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 14: 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 15: 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 16: NONDISCRIMINATION. 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, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The CONTRACTOR 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 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. 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 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 Statues, 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.

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

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

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

Harry R Darling
Clear Span Structures LLC
2000 Avenue P # 5
Riviera Beach, FL 33404

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

SECTION 21: ENTIRETY OF AGREEMENT. This Agreement consists of the terms and conditions set forth in this Agreement and the (inclusive of all exhibits hereto) and the other Contract 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 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

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

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event CONTRACTOR 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 CONTRACTOR to terminate for cause.

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

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

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

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts electronically 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 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the CONTRACTOR, 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 CONTRACTOR for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 31: PUBLIC RECORDS. 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:

(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 CONTRACTOR 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 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 Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or

confidential or exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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 CONTRACTOR'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 VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 32: 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 33: 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 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 35: SCRUTINIZED COMPANIES.

35.1 The 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 VILLAGE 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.

35.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the VILLAGE 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.

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

35.4 The CONTRACTOR 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.

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

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

SECTION 36: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

36.1 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;
36.2 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, Florida Statutes;
36.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the VILLAGE upon request;
36.4 Comply fully, and ensure all subcontractor comply fully, with Section 448.095, Florida Statutes;
36.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,
36.6 Be aware that if the VILLAGE terminates this Agreement under Section 448.095, Florida Statues, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

SECTION 37: 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.

SECTION 38: COMPLIANCE WITH SECTION 787.06. The undersigned on behalf of the CONTRACTOR attests under penalty of perjury that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Design-Build Agreement as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: **Clear Span Structures, LLC**

By: _____ CEO

Print Name: HARRY R. DARLING

Title: CEO

[Corporate Seal]

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of X physical presence or ___ online notarization on this 11th day of October 2024, by Harry R. Darling, as the CEO [title] of **Clear Span Structures, LLC**, who is personally known to me or who has produced _____ as identification and who did affirm or swear to compliance with section 787.06 and that he/she is authorized to bind **Clear Span Structures, LLC,** to this Agreement.

Notary Seal:

FRANCES C. STEWART
Commission # HH 355193
Expires May 27, 2027

Frances C Stewart
Notary Public Signature

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 ("CONTRACTOR").

1.0 Project Description:

The VILLAGE desires the CONTRACTOR to provide those services as identified herein for the Project. The Project is described in the CONTRACTOR's Proposal, dated_____and services are generally described as:_____(the "Project").

2.0 Scope

Under this Task Order, the CONTRACTOR will provide the VILLAGE with _____ Services for the Project as specified in the **CONTRACTOR'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 CONTRACTOR is _____, phone (_____; email:_____; and, the Project Manager for the VILLAGE is _____, phone:___; email:____.

6.0 Progress Meetings

The CONTRACTOR 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 CONTRACTOR, 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.

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

CONTRACTOR: SAMPLE TASK ORDER / DO NOT SIGN

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

Exhibit "B"
Contractor's Rate Schedule

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

September 5, 2024

Mr. Juan Ruiz
Parks and Recreation Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 333461

RE: RFQ no. 2024R-003 DESIGN- BUILD SERVICES FOR VILLAGE COMMONS PARK IMPROVEMENTS

Dear Mr. Ruiz,

Per your request, below are the categories and corresponding Billing Rates for personnel that potentially could be billed to your projects. Please do not get concerned about the length of the list, because obviously many of the positions may not be needed at all on your projects, however we did want to be thorough and avoid questions later.

Clear Span Structures, LLC (Construction Manager)

Principal	$175 per hour
Project Executive	$150 per hour
Project Manager	$125 per hour
Assistant Project Manager	$110 per hour
Chief Estimator	$125 per hour
Estimator	$110 per hour
Superintendent	$115 per hour
Assistant Superintendent	$ 95 per hour
Project Engineer	$ 95 per hour
Project Administrator/Clerical	$ 80 per hour

WJ Boruff Studios (Architect and MEP Engineers)

Director, Engineering	$210 per hour
Principal (Stephen Boruff, AIA)	$200 per hour
Architect	$185 per hour
Senior Engineer, Manager	$175 per hour
Senior Project Manager	$160 per hour
Project Engineer, Manager	$150 per hour
Project Manager	$130 per hour
Engineer, Specialist	$120 per hour
Drafting Technician/Support Staff	$110 per hour
Senior Designer (Engineer)	$105 per hour
Clerical	$ 90 per hour

CLEAR SPAN
STRUCTURES

Simmons and White (Civil Engineers)

Principal	$235 per hour
Senior Traffic Engineer	$210 per hour
Senior Engineer	$200 per hour
Engineer	$160 per hour
Senior Technician	$150 per hour
Technician	$130 per hour
Clerical	$ 90 per hour

Costs for other direct or reimbursable expenses will be included in estimates prepared for individual projects and billed upon per agreed contractual terms

We are very honored to have been chosen to work with you and the Village of Palm Springs on these transformational projects. If you have any questions regarding the above, please don't hesitate to contact us.

Regards

Harry R. Darling
Chief Executive Officer

Exhibit "C"
Federal Contract Provisions

The Contractor 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 Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The Contractor 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 Contractor's legal duty to furnish information.
(4) The Contractor 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(5) The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor 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 Contractor 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 contractor 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 Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor 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 Contractor 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 Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor is required to verify that none of the Contractor'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 Contractor 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 Contractor 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.
Contractors 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 Contractor 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 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.
(1) The Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor 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, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps
If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor 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 Contractor 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 Contractor 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, Contractor is required to confirm that none of the Contractor, 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 Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.

2) The inability of a Contractor 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 Contractor's Authorized Official

HARRY R. DARLING CEO
Name and Title of Contractor's Authorized Official

10/11/2024
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 Contractor CLEAR SPAN STRUCTURES, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized Official

HARRY R. DARLING CEO

Name and Title of Contractor's Authorized Official

10/11/2024

Date

VILLAGE OF PALM SPRING
OFFICE OF THE VILLAGE CLERK

226 Cypress Lane ▪ Palm Springs, FL ▪33461

Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of Clear Span Structures, LLC [entity's legal name] ("Vendor") and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

By: _____

Print Name: Harry R. Darling

Print Title: Chief Executive Officer

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of x physical presence or ___ online notarization on this 11th day of October 2024, by Harry R. Darling, as the Chief Executive Officer [title] of Vendor, who is personally known to me or who has produced _____ as identification and who did affirm or swear to the same.

Notary Seal:

NOTARY PUBLIC STATE OF FLORIDA
FRANCES C. STEWART
Commission # HH 355193
Expires May 27, 2027

_____
Notary Public Signature

CLEAR SPAN STRUCTURES

2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

September 5, 2024

Mr. Juan Ruiz
Parks and Recreation Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 333461

RE: RFQ no. 2024R-003 DESIGN- BUILD SERVICES FOR VILLAGE COMMONS PARK IMPROVEMENTS

Dear Mr. Ruiz,

Per your request, below are the categories and corresponding Billing Rates for personnel that potentially could be billed to your projects. Please do not get concerned about the length of the list, because obviously many of the positions may not be needed at all on your projects, however we did want to be thorough and avoid questions later.

Clear Span Structures, LLC (Construction Manager)

Principal	$175 per hour
Project Executive	$150 per hour
Project Manager	$125 per hour
Assistant Project Manager	$110 per hour
Chief Estimator	$125 per hour
Estimator	$110 per hour
Superintendent	$115 per hour
Assistant Superintendent	$ 95 per hour
Project Engineer	$ 95 per hour
Project Administrator/Clerical	$ 80 per hour

WJ Boruff Studios (Architect and MEP Engineers)

Director, Engineering	$210 per hour
Principal (Stephen Boruff, AIA)	$200 per hour
Architect	$185 per hour
Senior Engineer, Manager	$175 per hour
Senior Project Manager	$160 per hour
Project Engineer, Manager	$150 per hour
Project Manager	$130 per hour
Engineer, Specialist	$120 per hour
Drafting Technician/Support Staff	$110 per hour
Senior Designer (Engineer)	$105 per hour
Clerical	$ 90 per hour

Simmons and White (Civil Engineers)

Principal	$235 per hour
Senior Traffic Engineer	$210 per hour
Senior Engineer	$200 per hour
Engineer	$160 per hour
Senior Technician	$150 per hour
Technician	$130 per hour
Clerical	$ 90 per hour

Costs for other direct or reimbursable expenses will be included in estimates prepared for individual projects and billed upon per agreed contractual terms

We are very honored to have been chosen to work with you and the Village of Palm Springs on these transformational projects. If you have any questions regarding the above, please don't hesitate to contact us.

Regards

Harry R. Darling
Chief Executive Officer

Design Build Services for Village Commons Park Improvements

RFQ NO: 2024R-003

Prepared for:

Village of Palm Springs

Contact Person: Kimberly M. Wynn, Village Clerk



CLEAR SPAN STRUCTURES, LLC / PREVIOUS PROJECT
Client: Riviera Beach CRA
Riviera Beach Marina District Redevelopment
Riveria Beach, FL





JULY 12, 2024

CLEAR SPAN STRUCTURES, LLC

Presented by: Glen Blount, President

Seth Ford, Vice President Preconstruction

CLEAR SPAN STRUCTURES

Letter of Introduction

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 333461

RE: RFQ no. 2024R-003 DESIGN- BUILD SERVICES FOR VILLAGE COMMONS PARK IMPROVEMENTS

Dear: Selection Committee

Clear Span Structures, LLC is pleased to be submitting our qualifications to the Village of Palm Springs for Design-Build Services for Village Commons Park Improvements. We recognize this as a transformational project for the Village and as we have very deep roots in the community both individually and as businesses, we are fully qualified to team with the Village of Palm Springs to bring these plans to reality.

We have assembled our Design-Build Team with 100% local professionals who we have previously worked with on multiple projects. Our team consists of Clear Span Structures, LLC, Stephen Boruff, AIA, Architects + Planners, Insite Studio Planning & Landscape Architects and Simmons and White Civil Engineers. This team has just completed two projects: The Port of Palm Beach and the Palm Beach County Food Bank. A testament to our client's satisfaction is after completion of our first design build project for the Palm Beach County Food Bank, they contracted with Clear Span Structures for a second project $6M+ which was just completed in June 2024.

In addition to our team's successful experience in design-build projects, we are uniquely qualified in gymnasiums and sports fields, having built numerous gymnasiums and sports fields as part of both private and public schools projects. We have built both large and small Event Zones/Amphitheaters, playgrounds and splash pads, covered and uncovered walkways, and parking areas ranging from a few spaces to hundreds of spaces.

Our team believes that good, open communication is the key to a successful project. We put the needs of our client first and work collectively to meet or exceed their expectations.

Sincerely,



Harry R. Darling
Chief Executive Officer

CLEAR SPAN
STRUCTURES

Stephen Boruff, AIA
Architects + Planners, Inc.
Design Build Team

Section A:

Letter of Transmittal

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

CLEAR SPAN STRUCTURES

Letter of Transmittal

1. General summary of firm;
    a. How long in business; Clear Span Structures, LLC has been in business in Palm Beach County for since 2008, and the staff on this project have been building in Palm Beach County for over thirty (30) years.
    b. General approach to tasks and projects:
        i. Clear Span Structures, LLC has a very successful history of fulfilling our clients needs with the attributes they seek in their projects on time and within budget. This success does not occur without a well planned approach.
        ii. Key Elements in Clear Span Structures, LLC Design-Build Approach include:
        iii. Initial meeting with our clients including the entire design team, so that everyone understands project priorities, time frames and costs.
        iv. With the information gained at that initial meeting, Clear Span Structures, LLC engages in all elements of preconstruction.
        v. Additionally at the initial meeting, it will be discussed/determined whether any or all aspects of the work will require Site Plan Amendments. If this is required Clear Span Structures will engage the services of Insite Studio Planning and Landscape Architecture
        vi. We work with our design team to create a conceptual design for the project to be reviewed and approved by our client
        vii. With this schematic design our estimating department will prepare a detailed budget for the project, while our project manager will prepare a preliminary schedule.
        viii. The Schematic Design Budget and Schedule are presented to the client for their approval, prior to moving forward.
        ix. This same process will be performed at the Design Development Phase, 50% Construction Documents Phase, 100% Document Phase, and Final Guaranteed Maximum Price (GMP). With each step being approved by the client before moving on to the next. Throughout this process weekly or biweekly project meeting will be held as necessary.
        x. Once the GMP is approved and permits are obtained, Clear Span Structures will commence contracting with all of the suppliers and subcontractors
        xi. During construction, project meetings will be held initially on a biweekly basis, and then as the project nears completion they may be held weekly.
        xii. On a monthly basis Clear Span Structure, LLC will provide the owner with project highlights, an updated schedule and progress billing and any other documentation the owner may require.

xiii. Upon completion of the work, Clear Span Structures, LLC will work with the owner to compile and complete any punch list items. Additionally at this time Clear Span Structures, LLC will provide training to any Village of Palm Springs Staff

xiv. Clear Span Structures, LLC will provide the owner a close out package that will include Copies of Certificates of Occupancy/Completion, copies of warranties and contact information from Clear Span Structures, LLC and all of their suppliers and subcontractors

c. Location: Clear Span Structures, LLC as well as our design team are all headquartered in Palm Beach County. *Clear Span Structures, 2000 Avenue P, Suite 5, Riviera Beach, FL 33404*

d. Summary of firm's qualifications

i. Design Build Experience

ii. The Palm Beach County Food Bank Phases 1 & 2 (With Stephen Boruff, AIA, Architects + Planners (SBA))

iii. Hobe Sound Bible College Fellowship Hall and Gymnasium

iv. I Think Financial Amphitheater

v. Dozens of Golf Facilities for clients including The Breakers, Breakers West, Trump International, Lost Tree Village, The Fountains (With SBA)

vi. Christ Fellowship Sanctuary, Northlake Boulevard

vii. Greyhound Bus Maintenance Facility

viii. Port of Palm Beach Security (With SBA)

ix. Village of Palm Springs

x. Projects by Harry Darling CEO and Seth Ford VP

1. Village of Palm Springs Municipal Complex
2. Village of Palm Springs LAB Building
3. Village of Palm Springs Library Addition
4. Palm Springs Plaza Office/Retail Building
5. The Retreat At Palm Beach

xi. Projects by Seth Ford VP

1. Village of Palm Springs Water Treatment Plant Office Building
2. Village of Palm Springs Second Floor Office Expansion
3. Village of Palm Springs Concession Building Renovation
4. Village of Palm Springs Ballfield Dugouts

e. Gymnasiums

i. The Retreat Palm Springs

ii. Hobe Sound Bible College Fellowship Hall and Gymnasium

iii. Numerous gymnasiums for public and private schools

f. Amphitheaters
    i. I Think Financial Amphitheater
    ii. Riviera Beach Village, Park and Amphitheater
g. Parks
    i. Riviera Beach Village, Park and Amphitheater

2. Respondents brief understanding of the scope of work: Clear Span Structures, LLC has reviewed The Village of Palm Springs Exhibit A, as well as the Village of Palm Springs Parks and Recreation Master Plan. It is understood that in addition to local and state building requirements, projects need to take into consideration requirements as described in the FCT Grant Agreement .

   Clear Span Structures, LLC understands that it is our responsibility to design the elements of the projects (which may include site plan amendments), complete construction documents for each phase, obtain all required permits for construction, complete construction based on the Village of Palm Springs direction and Master Plan in strict compliance with the Florida Building Code, keep complete and orderly paperwork, records and correspondence, perform and distribute job meeting minutes keeping the Village of Palm Springs up to date on construction and provide the Village of Palm Springs all closeout materials, including Copies of Certificates of Occupancy/Completion.

   3) Although Clear Span Structures, LLC has identified various land planning, architects and engineers they will utilize in the project, Clear Span Structures, LLC will be operating as the Prime Firm under the contract with the Village of Palm Springs.

Respectfully,

Harry R. Darling
Chief Executive Officer

CLEAR SPAN
STRUCTURES

Stephen Boruff, AIA
Architects + Planners, Inc.
Design Build Team

Section B:

Addenda

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

Addenda Acknowledgement

This section shall include a statement acknowledging receipt of each addendum issued by the Village. Each Respondent is responsible for visiting the Village's website or DemandStar to view and obtain addendum.

Clear Span Structures, LLC acknowledge receipt of:

No Addenda were issued for this project.



Harry Darling, CEO

CLEAR SPAN
STRUCTURES

Stephen Boruff, AIA
Architects + Planners, Inc.
Design Build Team

Section C: References & Materials

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

CLEAR SPAN STRUCTURES

References & Materials

1. Evidence of capability, experience and skill: Respondents shall provide a summary of the firm's capability, experience and skill to provide the requested services (which shall not exceed two pages) and include the firm's organizational structure. Bullet point format is appreciated.

SUMMARY OF FIRMS QUALIFICATIONS

a. Design Build Experience
    i. The Palm Beach County Food Bank Phases 1 & 2 (With Stephen Boruff, AIA, Architects + Planners (SBA))
    ii. Hobe Sound Bible College Fellowship Hall and Gymnasium
    iii. I Think Financial Amphitheater
    iv. Dozens of Golf Facilities for clients including The Breakers, Breakers West, Trump International, Lost Tree Village, The Fountains (With SBA)
    v. Christ Fellowship Sanctuary, Northlake Boulevard
    vi. Greyhound Bus Maintenance Facility
    vii. Port of Palm Beach Security (With SBA)
b. Previous Village of Palm Springs Experience
    i. Projects by Harry Darling CEO and Seth Ford VP
        1. Village of Palm Springs Municipal Complex
        2. Village of Palm Springs LAB Building
        3. Village of Palm Springs Library Addition
        4. Palm Springs Plaza Office/Retail Building
        5. The Retreat at Palm Beach Behavioral Center and Gymnasium
    ii. Projects by Seth Ford VP
        1. Village of Palm Springs Water Treatment Plant Office Building
        2. Village of Palm Springs Second Floor Office Expansion
        3. Village of Palm Springs Concession Building Renovation
        4. Village of Palm Springs Ballfield Dugouts
c. Gymnasiums
    i. The Retreat at Palm Beach
    ii. Hobe Sound Bible College Fellowship Hall and Gymnasium
    iii. Numerous gymnasiums for public and private schools
d. Amphitheaters
    i. I Think Financial Amphitheater (aka: Coral Sky Amphitheater)
    ii. Riviera Beach Marina District Redevelopment-Park and Amphitheater
e. Parks
    i. Riviera Beach Marina District Redevelopment- Park and Amphitheater
    ii. City of West Palm Beach – Waterfront Commons

Organizational Structure



Harry Darling

CEO – Clear Span Structures, LLC



Glen Blount

President -Clear Span Structures, LLC



Seth Ford

VP – Pre-Con, Construction Mgr. / Quality Control



Stephen Boruff

Principal-Project Architect- Stephen Boruff, AIA Architects



Melissa Thackeray

Project Manager / Permitting



Larry Thompson

Project on-site Superintendent

SIMMONS & WHITE – CIVIL ENGINEERING & LAND DEVELOPMENT

INSITE STUDIO – LAND PLANNING & LANDSCAPE ARCHITECTURE

References & Materials

2. Evidence of successful past performance for similar projects: Using the reference form provided, Respondents shall identify successful past performance for similar projects. Respondents shall provide a minimum of five (5) references on the form provided demonstrating their successful past performance for similar projects. Prior experience with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

REFERENCES

Please provide a list of similar past projects, including the names, addresses, and telephone numbers of organizations you have worked for or provided similar services to in the past five years. Please include a minimum of five references. If more references are available, please copy this form.

#1 REFERENCE

Name of Client: The Retreat

Address: 6430 Meleuca Lane, Lake Worth Beach, Fl

Phone No.: (561__) 967-6611 Fax: (n/a____)

Contact Person Name: Mark Lobell Title: Developer

Description of services: Design Build Gymnasium

Completed on time: Yes X___ No _X__ (explain: _____).

Completed within budget: Yes X No__ (explain: _____).

#2 REFERENCE

Name of Client: Hobe Sound Bible College

Address: 11298 S.E. Gomez Ave., Hobe Sound, FL

Phone No.: (772-260-2170) Fax: (n/a)

Contact Person Name: Wesley Holden Title: Director of Administration Services

Description of services: Design Build Gymnasium

Completed on time: Yes___ No X (explain: Permitting and covid restricted timely completion).

Completed within budget: Yes X No__ explain: _____).

#3 REFERENCE

Name of Client: Palm Beach County Food Bank
Address: 701 Boutwell Road, Lake Worth, FL

Phone No.: (561.670.2518) _____ Fax: (_____)

Contact Person Name: Jamie Kendall Title: CEO

Description of services: Design Build Commissary, Premiere Display Kitchen - Architect: Stephen Boruff

Completed on time: Yes X No ___ (explain: _____).

Completed within budget: Yes X No__ (explain: _____).

#4 REFERENCE

Name of Client: The Breakers – East & West
Address: Pine Walk, Town of Palm Beach

Phone No.: (561.772.1147) _____ Fax: (561.653.6324)

Contact Person Name: Mark Reid Title: Director of Golf

Description of services: Design Build Multiple Buildings

Completed on time: Yes X No ___ (explain: _____).

Completed within budget: Yes X No__ (explain: _____).

#5 REFERENCE

Name of Client: Live Nation/ I-Think Amphetheatre
Address: 601-7 Sansburys Way, WPB, FL

Phone No.: (561.795.8883) _____ Fax: (_____)

Contact Person Name: Joe Neiman Title: General Manager

Description of services: Design Build Amphitheatre

Completed on time: Yes X No ___ (explain: _____).

Completed within budget: Yes X No__ (explain: _____).

#6 REFERENCE

Name of Client: New Hope Fellowship
Address: 3900 SW Citrus Blvd., Palm City, FL

Phone No.: (772) 283-8343 Fax: (_____)

Contact Person Name: Gary Merritt Title: Pastor

Description of services: Design Build Parish Kitchen & Sanctuary

Completed on time: Yes X No ___ (explain: _____).

Completed within budget: Yes X No__ (explain: _____).

#7 REFERENCE

Name of Client: Port of Palm Beach
Address: One East 11th St. Riviera Beach, FL

Phone No.: (561) 383-4190_____ Fax: (_____)

Contact Person Name: Keith Leggett Title: Asst. Director of Operations

Description of services: Design Build Security Upgrades, Customs, TSA – Architect: Stephen Boruff

Completed on time: Yes X No ___ (explain: _____).

Completed within budget: Yes X No__ (explain: _____).

RIVIERA BEACH MARINA DISTRICT REDEVELOPMENT

Riviera Beach, FL



PROJECT DATA

RIVIERA BEACH MARINA DISTRICT REDEVELOPMENT

DELIVERY METHOD – CM at Risk – Local Partner

COMPLETION: 2016 CONSTRUCTION COST: $29 Million

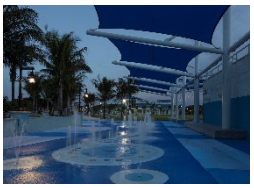
PROJECT SIZE: Building 33,000 SF / Site 958,320 SF

DESCRIPTION: This 28-acre redevelopment project includes new streets and sidewalks, extensive utility improvements, a community building called the Marina Events Center, and an upgraded reprogrammed Bicentennial Park with an interactive water playground, concessions pavilion, and a boardwalk/ promenade tying the site to the marina and a new private development. The 2-story, 33,000 square foot Marina Events Center includes a large ballroom and smaller meeting rooms.

Clear Span Structures and its JV partners—Weitz and D. Stephenson Construction—performed eight months of preconstruction services, including budget review and development, constructability review, project schedule, site logistics, and value analysis.









PALM BEACH COUNTY FOOD BANK – EXPANSION 2024

Lake Worth Beach, FL







PROJECT DATA

PALM BEACH COUNTY FOOD BANK – EXPANSION 2024
LAKE WORTH BEACH, FL

DELIVERY METHOD – Design Build with Stephen Borruff Architects + Planners

COMPLETION: 2024

SIZE: 23,000 SF

DETAILS:

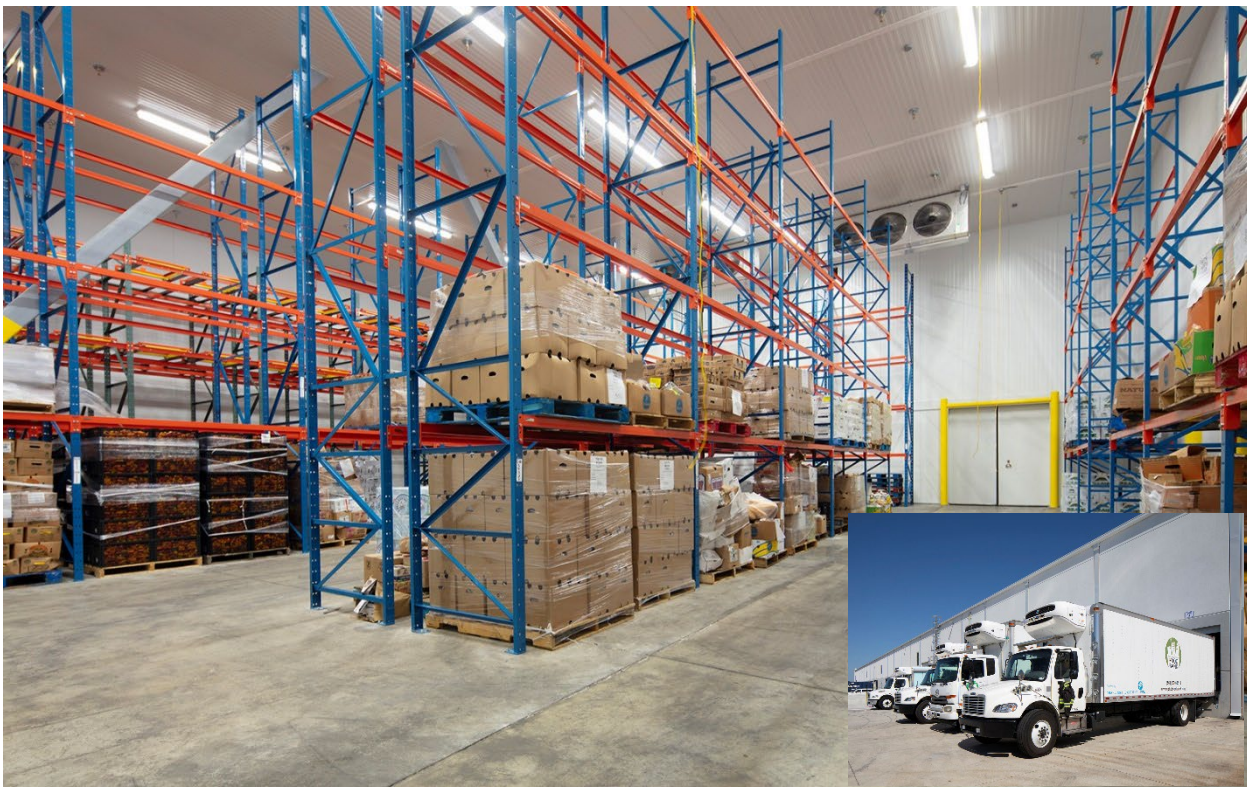
This 23,000 SF project entailed a complete interior build-out to house offices, a premiere kitchen-for large fund-raising events, produce processing area with a commercial kitchen to make prepared meals for distribution to the community.





PALM BEACH COUNTY FOOD BANK

Lake Worth Beach, FL



PROJECT DATA

PALM BEACH COUNTY FOOD BANK
LAKE WORTH BEACH, FL

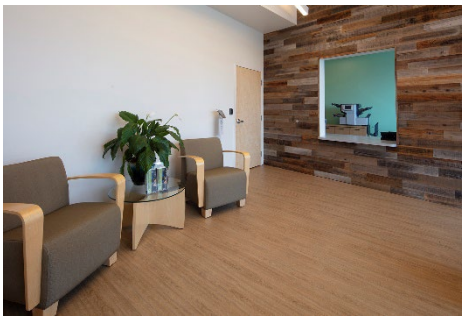
DELIVERY METHOD – Design Build with Stephen Borruff Architects + Planners

COMPLETION: 2021

SIZE: 27,000 SF

DETAILS:

This project entailed a complete interior build-out that included office space, a 5,000 SF freezer and 5,000 SF cooler for food storage along with additional warehouse space.





City of West Palm Beach | Waterfront Commons

New Waterfront Pavilion, Visitors Center & Waterfront Improvements

Completion | January 2010

Location | West Palm Beach, Florida

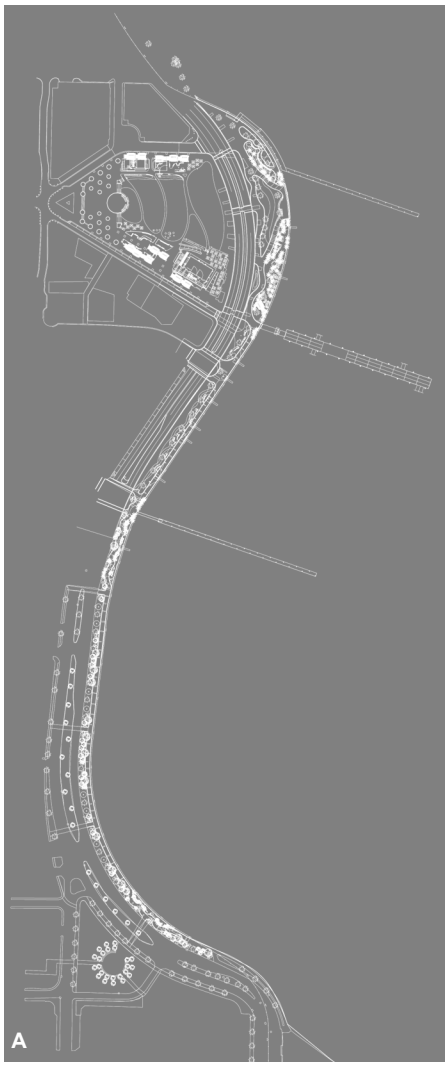
Client | City of West Palm Beach

Area | 6 acres

Cost | 16.26 million

Palm Beach Chapter
American **I**nstitute of **A**rchitects
Design Award for Excellence | 2010

The City of West Palm Beach for many years has had a vision for the redevelopment of their waterfront, with the intention of building a "world class amenity that will enhance the beauty and utility of the waterfront and create a spectacular civic space". This marriage of Culture, Art & Design was conceived over many years of concept development with the city's planning department and Michael Singer Studio. **Stephen Boruff AIA Architects + Planners Inc. (SBA)** was engaged by CH2MHILL, (also a schematic design team member) to assist in finalizing the waterfront commons architecture. The project has now come to fruition in the form of a design/build teaming of Catalfumo Construction & Development Inc. and SBA. As Architect of Record, SBA has worked closely with the schematic design , succeeding in making the City's vision a reality. With an ambitious schedule and a project demanding creativity in all aspects of design, planning and construction, the team's responsibilities included transforming the myriad of conceptual project features into real buildings, water features, gardens & civic spaces, reclaiming valuable but underused landscape & waterscape. As a result, downtown West Palm Beach will be re-connected to the waterfront, forever changing the dynamic of the city.









A Site Plan
B Waterfront Pavilion
C Water Feature
D Trellis at South Clematis

Stephen Boruff, AIA Architects + Planners, Inc.
AA COO2226

iTHINK FINANCIAL / CORAL SKY AMPHITHEATRE

West Palm Beach, FL



iThink/Coral Sky Amphitheatre

Butler Heavy Structures

265'Clear Span Opening

Canopy Size: 46,000 SF
CMR-24 Standing Seam Roof System

Design-Build 20,000 seat Amphitheatre with 26,000 SF of accessory buildings on 14 Acres

iThink/Coral Sky Amphitheatre

&

Concession Stands



RETREAT AT PALM BEACH

Palm Springs, FL





PROJECT DATA

RETREAT PALM BEACH

DESCRIPTION:

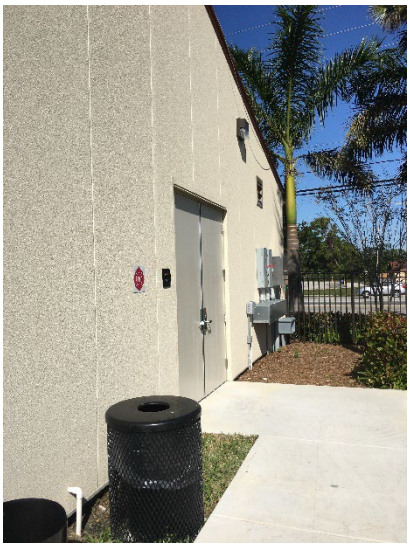
8,800 SF, one story gymnasium and fitness center with offices.

DIMENSIONS: 80’ x 110’

STRUCTURAL SYSTEM: Butler Mfg. Widespan Structural System

ROOF SYSTEM: Butler Mfg. MR-24 Galvalume panels

WALL SYSTEM: Butler Mfg. Textured Wall Panel





HOBE SOUND BIBLE COLLEGE GYMNASIUM // FELLOWSHIP HALL

Hobe Sound, FL









PROJECT DATA

HOBE SOUND BIBLE COLLEGE
GYMNASIUM // FELLOWSHIP HALL
HOBE SOUND, FL

DELIVERY METHOD – Design-Build

COMPLETION: 2024

SIZE: 13,500 SF

DETAILS:

This project entailed a one-story gymnasium and fellowship hall building. Also included: a gathering area, kitchen, and restrooms.













PORT OF PALM BEACH – SECURITY UPGRADES

Riviera Beach, FL







PROJECT DATA

PORT OF PALM BEACH
RIVIERA BEACH, FL

DELIVERY METHOD – Design Build with Stephen Borruff Architects + Planners

COMPLETION: 2023

DETAILS:

Security upgrades for Customs & Border Patrol and Department of Homeland Security, including provision of a generator back-up complete with associate UPS equipment. Located on the second and third floor of the Port of Palm Beach Maritime Complex.

Morton and Barbara Mandel - Town of Palm Beach Recreation Center

Palm Beach | Florida

Completion | 2019

Location | Palm Beach, Florida

Client | Town of Palm Beach

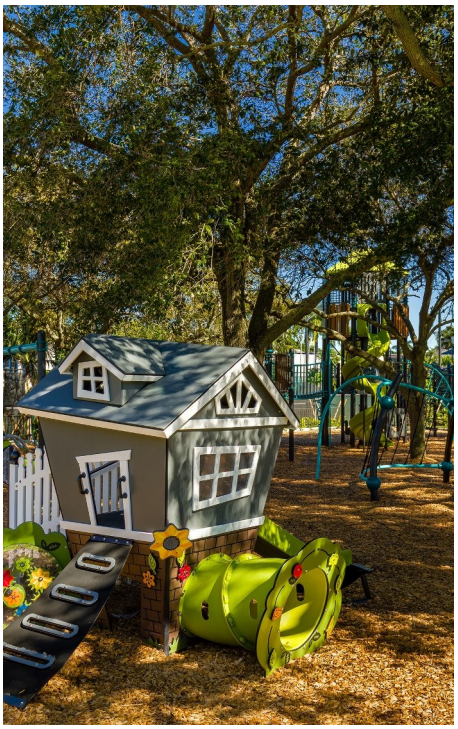
Area | 19,400 square feet
4.5 acres

Cost | 15 Million

INSTITUTE OF CLASSICAL ARCHITECTURE & ART
FLORIDA CHAPTER

Stephen L. Boruff, AIA, Architects + Planners, Inc. provided professional architectural and engineering services for a 17,000 SF recreation center, 2,400 SF of accessory structures and site improvements at Seaview Park in the Town of Palm Beach. Funded thru a Public-Private Partnership, the new facility includes a fitness center, gymnasium, multi-purpose activity rooms, snack bar and staff offices. The site improvements include a new, expanded playground and covered pavilion, multi-purpose field, tennis pavilion, tennis practice wall and renovation of the existing (7) tennis courts, pro shop, maintenance building and on-site parking while maintaining a net zero loss of on-site green space. This project aims to integrate the tradition and heritage of Palm Beach into a modern, state of the art facility. The project was awarded the prestigious Addison Mizner Award in 2020 for excellence in classical and traditional architecture by the Institute of Classical Architecture & Art.







Kissimmee Lakefront Park

Community Park

Completion | September 2014

Location | Kissimmee, Florida

Client | City of Kissimmee, Florida

Area | Park
- 4,000 linear foot waterfront Promenade
- Multi-Purpose open spaces

Structures
- Pavilions
- Picnic Shelters
- Restroom Facilities
- Community Stage
- Swing Structures

Cost | $34 Million

The Kissimmee Lakefront Park is located on the west shore of Lake Tohopekaliga in Kissimmee, Florida. Working with the community planning firm of Glatting Jackson Kercher Anglin, Inc., the conceptual master plan was developed with the goal of revitalizing an under-utilized existing park and re-establishing it's connection to the fabric of the city. Working in concert with the planning effort, Stephen Boruff, AIA Architects + Planners, Inc. developed an architectural vocabulary that facilitates both the provision of updated and functional structures, as well as the enhancement of the overall park aesthetic. Each structure employs an openness which frames the views of the lake. The social pavilions, picnic shelters, public toilet facilities and multi-purpose open spaces, along with the streetscape beautifications, will bring activity to the lakefront and remove barriers between the lake and the downtown reconnecting the city with a key natural resource and a revitalized sense of community.


A

A Ruby Pier | Day
B Ruby Pier | Night
C Picnic Shelter
D Restroom & Concession Building / Shelter


C


D


B

Stephen Boruff, AIA Architects + Planners, Inc.
AA COO2226

GREYHOUND BUS MAINTENANCE FACILITY

Miami, FL



Pre-Engineered
Metal Building

PROJECT DATA



GREYHOUND, MIAMI - BUS LINE TERMINATION CENTER

DELIVERY METHOD - Design Build

COMPLETION: 2017

SIZE: 30,000 SF - BUTLER Pre-Engineered Structure

DETAILS:

- 10 driver sleeping rooms, with lockers, showers, lounge area
- Office for maintenance supervisor and scheduling
- Maintenance/Service area includes:
  - Parts department
  - Sewage pump out
  - Fuel Island – 10,000 gallons of diesel fuel capacity
  - 3 service pits under the bus
  - Fluids area
  - Interior automated bus wash

CHRIST FELLOWSHIP CHURCH

Palm Beach Gardens, FL



PROJECT DATA

CHRIST FELLOWSHIP CHURCH

DESCRIPTION:

Design Build

The project scope included construction of a 1750 seat sanctuary with administration facilities, an adult education facility, and children's education facility. The structural steel was custom engineered by Butler Manufacturing.

SANCTUARY: 54,000 SF

ADULT EDUCATION: 14,000 SF

CHILDRENS EDUCATION: 19,200 SF



City of Boynton Beach | Congress Avenue Community Park

Barrier Free Playground and Community Park

Completion | January 2010

Location | Boynton Beach, Florida

Client | City of Boynton Beach, Florida

Area | Park
- 24 acres
- Multiple park environments
- Boundless play areas

Architecture
- Restroom Pavilion
- Picnic Shelter

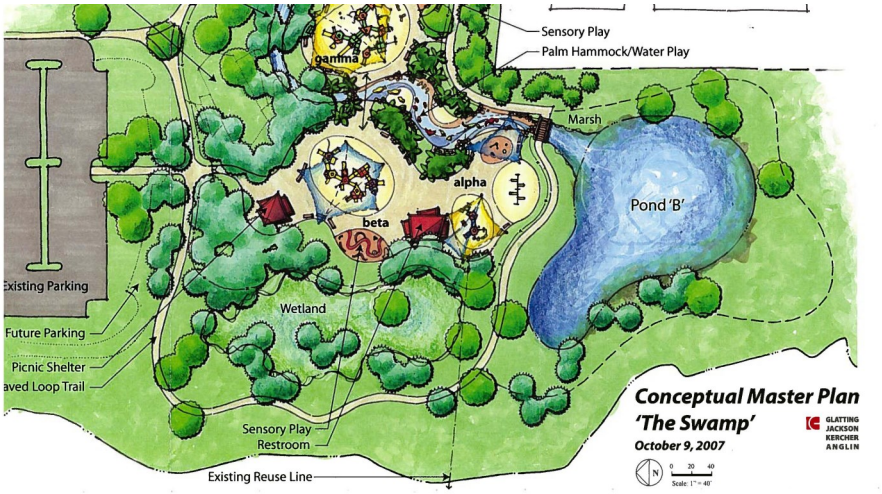
Cost | $3 Million

The City of Boynton Beach Recreation & Parks Department is one of a handful of cities embracing the concept of surpassing the Americans with Disabilities Act (ADA) accessibility guidelines in the park environment. The Congress Avenue Community park, with it's "boundless" play areas and barrier free design explores the full reach of what this concept can become. At this park, all people can experience the park, and children regardless of ability, will be able to do more than simply access a playground… they will be able to interact with one another… and play side-by-side with their peers. As part of the project team led by Glatting Jackson Kercher Anglin, **Stephen Boruff, AIA Architects + Planners, Inc.** developed an architectural vocabulary that both complements the park concepts and facilitates the provision of updated and functional structures. The **restroom pavilion** in particular is a re-interpretation of architecture as it relates to Florida's natural environment, responding the "Swamp" and "Fishing Camp" concepts of the park play areas.

The park will provide barrier free access to multiple play areas, including a wet play area, play structures picnic shelters, all with themes and artistic elements that embrace nature. "Preserving what's special in Boynton….It starts in parks"

A Restroom Pavilion
B Early Park Concept
C Park Site Plan







Palm Beach Gardens Municipal Complex (Klock Soccer Fields)

City of Palm Beach Gardens, Florida



Description

Simmons & White, Inc. (SW) provided Grading and Drainage Modification Plans for the City of Palm Beach Gardens which included detailed soil mix specification alternatives, pavement or paver/pervious paver specifications, parking area additions, sidewalk/inverted sidewalk details and/or locations for disposal of unsuitable materials to be placed onsite to avoid haul-off costs. We also provided assistance to the City in preparing Survey scope and coordination with Surveyor, Geotechnical Engineer and the City of Palm Beach Gardens as well as provide services during construction and final certifications.

Palm Beach Gardens City Park (Joseph R. Russo Athletic Complex)

City of Palm Beach Gardens, Florida



Description

From April 2012 through March 2017, the Joseph R. Russo Athletic Complex underwent expansion during multiple phases with construction beginning in June, 2016. SW provided Site Planning for Phases 1 and 2 which included (but were not limited to) a multi-purpose field, open air pavilion, walking trail, four (4) additional tennis courts, parking lot expansion, concession stand with bathrooms and playground. Our office coordinated the Site Plan approval and design with the City Engineer, the City Community Services Department's Recreation Director and staff. Once the Site Plan was approved, our office prepared Paving, Drainage, Water & Wastewater Plans, Water Management Calculations, Pollution Prevention Plans (assuming zero discharge) and provided calculations for cut and fill quantities to adjust elevations accordingly.

Palm Beach Gardens Tennis Center

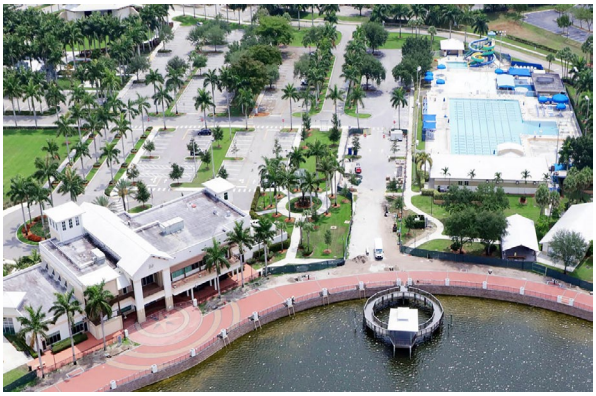
City of Palm Beach Gardens, Florida



Description

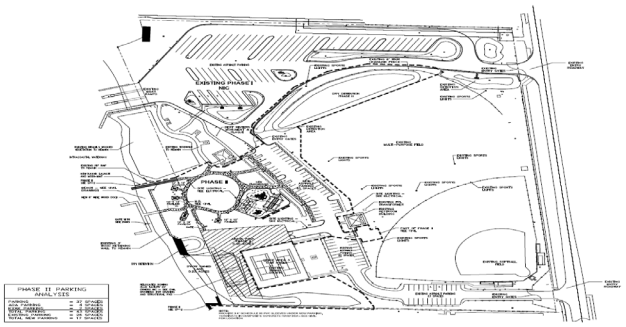
Located directly across from the Joseph R. Russo Athletic Complex is the City of Palm Beach Gardens Tennis Center (a premier community public tennis facility). SW provided Site Planning services as well as preparation of Paving, Drainage, Water & Wastewater Plans, Water Management Calculations, Pollution Prevention Plans for six additional tennis courts (assuming zero discharge) and permitting/coordination with South Florida Water Management District and Northern Palm Beach County Improvement District.

Municipal Park, Amphitheater and Lake Wellington Boardwalk
Village of Wellington, Florida



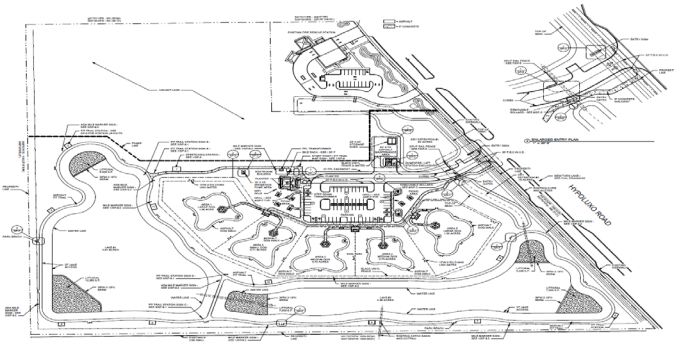
Description
One of the region's largest municipalities, the Village of Wellington is an ideal community to live, work and play in south Florida. It is most notably recognized as the international hub for winter equestrian activities, there are endless residential developments, outdoor attractions, and shopping and dining destinations to suit any preference. The Village of Wellington's Town Center, which includes its municipal complex and emergency operations center, Scott's Place playground, and outdoor amphitheater underwent recent improvements to enhance the property along picturesque Lake Wellington and transform the existing parking and open space areas into more enhanced usable active spaces to better serve the community and Villages' active needs. SW provided comprehensive planning, site plans, conceptual master plans, drainage studies and plans, design development plans, utility relocation and design, fill calculations, record drawings, shop drawing review, full construction plans, and services during construction such as permitting, observation, oversight, documentation, and project closeout.

Bert Winters Park
Palm Beach County, Florida

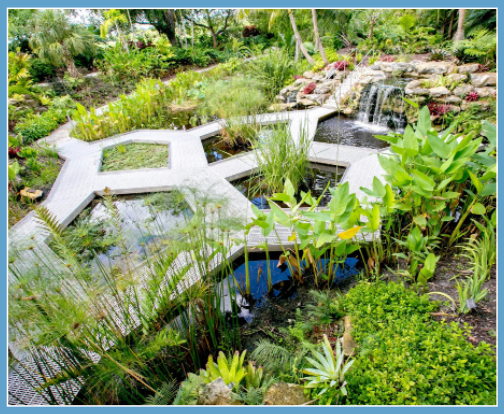


Description
Bert Winters Park encapsulates some of the best features of outdoor recreational activities in South Florida. Situated along the Intracoastal Waterway just south of Donald Ross Road in tranquil Juno Beach, guests can enjoy a variety of activities centered around both athletics and relaxation. SW performed a due diligence review, schematic design, design development, construction plans, and construction administrative services. These services include preparation of a Conceptual Engineering Plan, Paving, Drainage, Water, and Wastewater Plans, permitting with various governmental agencies, assistance with bidding, and construction observation necessary to certify the project.

Villages of Windsor County Park
Palm Beach County, Florida



Description
Villages of Windsor County Park is located on the south side of Hypoluxo Road just east of Lyons Road in unincorporated Palm Beach County, spanning approximately 31.12 acres. Proposed site development consists of a County park to be constructed in two phases, which includes a 22.56 acre public park and a designated 8.56 acre future expansion. The proposed project will have a project build-out of 2027. SW is currently performing entitlement services, schematic design, design development, construction plans, and construction administrative services. These services include preparation of Traffic Impact Statement, Drainage Statement, Conceptual Engineering Plan, Paving, Drainage, Water, and Wastewater Plans, permitting with various governmental agencies, assistance with bidding, and construction observation necessary to certify the project.



Mounts Botanical Gardens
531 N Military Trail, West Palm Beach, FL 33415

While employed by WGI, Bryan Donahue and Brian Terry worked in collaboration with Harries Heder Collaborative to develop a tropical wetland garden that fulfilled a portion of Mounts Botanical Garden Master Plan.

This included incorporating an array of artist's interactive installation pieces into an intimate garden setting. The installations provide educational messages that fulfills Mount's mission statement of encouraging the art, science, and joy of gardening to foster a respect and understanding of South Florida's subtropical environment.



Anya Apartments Public Pocket Park
345 Banyan Boulevard, West Palm Beach, Florida

Anya Apartments is a 15-story mixed-use development in downtown West Palm Beach, Florida. The new-build includes an urban green space that is open to the public and offers a local West Palm Beach artist the perfect platform to integrate his large-scale multimedia artwork, featuring an orchid flower with LED lights.

The urban park seamlessly blends into the residential lobby by carrying the organic raised planters into both spaces. The space offers a tranquil and comfortable reprieve from the surrounding cityscape with a dense canopy of tropical landscaping and contemporary bench seating.



Village Collection of Palm Springs
10th Ave N & Florida Mango Road Palm Springs

Insite Studio is providing the planning and landscape architecture services for The Village Collection of Palm Springs Planned Commercial Development, featuring a Chik-fil-a and Chipotle (both with drive-throughs), two hotels — Everhome Suites and Woodspring Suites. The 7.74-acre development is designed to seamlessly integrate the existing Chase Bank and provides pedestrian access, bicycle and car parking. The landscaping will further transform the space with a buffer of canopy trees, palms, hedges and shrub beds featuring a mixture of native and Florida-friendly plantings to create a vibrant and resilient environment.



Flagler Banyan Square
North Flagler Drive, West Palm Beach, Florida

While employed by WGI, Bryan Donahue and Brian Terry managed the planning and landscape architecture of the transformative Flagler Banyan Square park — site of the former City Hall. Working with the City of West Palm Beach and the local CRA, the derelict waterfront destination was re-imagined to activate and create expanded access for public use along the prominent Flagler Drive. Anchored by commercial and hospitality venues, the versatile open space integrates an extensive lawn with multiple seating and recreational areas, pedestrian friendly shaded pathways and bike access, and an inspiring linear sculptural component.



Cinquez Park
2183 W Indiantown Rd, Jupiter, Florida

While employed by WGI, Bryan Donahue and Brian Terry managed the landscape architecture component of Cinquez Park — a 13-acre community park located at the intersection of Indiantown Road and Center Street. The park includes three individual dog parks and a amenity building with sidewalks and on-street parking areas. The scope of work was split into two phases. Phase I included an open space park with on-street parking, site lighting, a restroom/storage building, sidewalks, gazebos, a dog park, and a lake. The future development of Phase II will include a playground area, sidewalks and gazebo, and a tree-house in the large Banyan tree located on the property.



Kravis Center for Performing Arts
701 Okeechobee Boulevard, West Palm Beach, Florida

While employed by WGI, Bryan Donahue and Brian Terry managed the planning and landscape architecture of the performing arts center that expanded the Dreyfoos Hall lobby and reconfigured the bus and valet access/entry areas off Okeechobee Boulevard.

Bryan Donahue and Brian Terry designed the new exterior plaza, the water feature centerpiece, and the surrounding landscaping and signage. Renovation of the parking deck on Iris Street also included the partial abandonment of Iris Street and the widening of South Sapodilla Avenue.

References & Materials

3. Evidence of adequate personnel to perform: Respondents shall provide 1-page summaries or resumes of key personnel to be assigned to provide services to the Village. Resumes should include a description of:

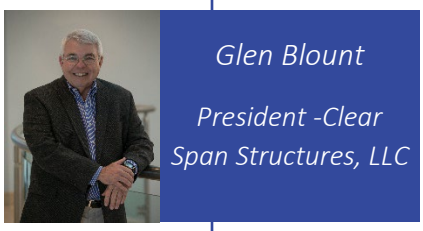
- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

On the following pages you will find resumes of our key personnel to be assigned to provide services to the:
Village of Palm Springs



Harry Darling

CEO – Clear Span Structures, LLC



Glen Blount

President -Clear Span Structures, LLC



Seth Ford

VP – Pre-Con, Construction Mgr. / Quality Control



Stephen Boruff

Principal-Project Architect- Stephen Boruff, AIA Architects



Melissa Thackeray

Project Manager / Permitting



Larry Thompson

Project on-site Superintendent

SIMMONS & WHITE – CIVIL ENGINEERING & LAND DEVELOPMENT

INSITE STUDIO – LAND PLANNING & LANDSCAPE ARCHITECTURE



HARRY DARLING

CEO & Owner
Clear Span Structures, LLC

EXPERIENCE
Years in Industry: 37
Years with CSS: 16

EDUCATION
SUNY College at Brockport
Bachelor of Science

CERTIFICATIONS
Certified Public Accountant
Florida Supreme Court – Circuit Civil Mediator

As CEO & Owner of Clear Span Structures, Harry is responsible for ensuring all clients receive the highest level of service on their construction projects. Harry's reputation of being honest but firm has brought him the trust and respect of the real estate, construction, and financing communities. In his leadership role, he gives assurance to the owner that they receive the best value for their money and that the subcontractors and suppliers are paid for their work.

Harry brings over 30 years of construction & accounting expertise to the team. His business/accounting expertise and corporate leadership are invaluable to the clients we serve.

SELECT EXPERIENCE

PBC FOOD BANK PHASE1/PHASE 2 – EXPANSION / LAKE WORTH, FL

Phase 1 -Interior renovation of existing warehouse to include new office space and food storage areas. Completion: 2021 27,000 SF $2.9 M

Phase 2-Interior renovation of an existing warehouse that will house offices, a premiere kitchen for large fund-raising events, produce processing area with a commercial kitchen to make prepared meals for distribution to the community. 23,000 SF Completion: June 2024 $6.0 M

Design-Build with Stephen Boruff, AIA, Architects

PORT OF PALM BEACH SECURITY UPGRADES / RIVIERA BEACH, FL

Design and construction of security upgrades including provision of a generator back-up complete with associate UPS equipment. Located on the second and third floor of the Port of Palm Beach Maritime Complex.

Completion: 2023 $600,000 *Design-Build with Stephen Boruff, AIA, Architects*

GREYHOUND BUS MAINTENANCE FACILITY / MIAMI, FL

End of line maintenance facility including an office area, parts department, service pits, fuel island, fluids area, sewage pump-out, automated bus wash, and 10 sleeping rooms for the drivers including a lounge. Completion 2017

30,000 SF $6.9M *Design-Build*

RETREAT AT PALM BEACH / PALM SPRINGS, FL

Behavioral Treatment Center and a one-story gymnasium and fitness center with offices. Butler Manufacturing Widespan Structural System with MR-24 galvalume roof panels. Completion: 2016 65,800 SF $9.4 M *Design-Build*

RIVERIA BEACH MARINA REDEVELOPMENT / RIVIERA BEACH, FL

28-acre redevelopment project includes new streets and sidewalks, extensive utility improvements, a Marina Events Center, and an upgraded Bicentennial Park with an interactive water playground, concessions pavilion, and a boardwalk tying the site to the. Completion: July 2016 33,000 SF Events Ctr. $29M CM at Risk- Local Partner

VILLAGE OF PALM SPRINGS PROJECTS / PALM SPRINGS, FL

Municipal Complex, LAB Building, Library Addition, Office/Retail Building



GLEN BLOUNT

President
Clear Span Structures, LLC

EXPERIENCE
Years in Industry: 47
Years with CSS: 32

EDUCATION
Florida Atlantic University
Bachelor of Science

CERTIFICATIONS
OSHA 30 Hour Construction Safety Certified

A high-performance ***BUTLER Builder*** since 1989.

As President of Clear Span Structures Glen is responsible for ensuring all clients receive the best value and the highest level of service on their construction projects. Glen will oversee the project in the preconstruction and construction phases ensuring that all clients expectations are met. Glen brings over 40 years of building experience to the team. He has expertise in all areas including, estimating, project management, logistics, scheduling, pre-engineered steel metal building construction and corporate leadership.

SELECT EXPERIENCE

PBC FOOD BANK PHASE1/PHASE 2 – EXPANSION / LAKE WORTH, FL

Phase 1 -Interior renovation of existing warehouse to include new office space and food storage areas. Completion: 2021 27,000 SF $2.9 M

Phase 2-Interior renovation of an existing warehouse that will house offices, a premiere kitchen for large fund-raising events, produce processing area with a commercial kitchen to make prepared meals for distribution to the community. 23,000 SF Completion: June 2024 $6.0 M

Design-Build with Stephen Boruff, AIA, Architects

PORT OF PALM BEACH SECURITY UPGRADES / RIVIERA BEACH, FL

Design and construction of security upgrades including provision of a generator back-up complete with associate UPS equipment. Located on the second and third floor of the Port of Palm Beach Maritime Complex.

Completion: 2023 $600,000 *Design-Build with Stephen Boruff, AIA, Architects*

iTHINK - CORAL SKY AMPHITHEATRE / WEST PALM BEACH, FL

Originally built in 1996 utilizing BUTLER Heavy Structures. This building has a 265' Clear Span opening and a CMR-24 standing seam roof system. *Proud to maintain this Client relationship for 28 years, completing alterations and updates to the facility as needed.*

HOBE SOUND BIBLE COLLEGE GYMNASIUM/FELLOWSHIP HALL / HOBE SOUND, FL

New building on the existing campus that will be used as a fellowship hall and gymnasium. Completion: 2023 / 13,500 SF / $3.0M / *Design-Build*

RIVERIA BEACH MARINA REDEVELOPMENT / RIVIERA BEACH, FL

28-acre redevelopment project includes new streets and sidewalks, extensive utility improvements, a Marina Events Center, and an upgraded Bicentennial Park with an interactive water playground, concessions pavilion, and a boardwalk tying the site to the. Completion: July 2016 33,000 SF Events Ctr. $29M CM at Risk- Local Partner

GREYHOUND BUS MAINTENANCE FACILITY / MIAMI, FL

End of line maintenance facility including an office area, parts department, service pits, fuel island, fluids area, sewage pump-out, automated bus wash, and 10 sleeping rooms for the drivers including a lounge. Completion 2017

30,000 SF $6.9M *Design-Build*

RETREAT AT PALM BEACH / PALM SPRINGS, FL

One story gymnasium and fitness center with offices.

Completion: 2016 8,800 SF $1.4M *Design-Build*



SETH A. FORD, LEED AP

Vice President of Preconstruction
Clear Span Structures, LLC

EXPERIENCE

Years in Industry: 33
Years with CSS: 04

EDUCATION

Palm Beach Community College - Associate of Arts // Architecture

Florida Atlantic University – Course work in Ocean Engineering

Florida International University – Course work in Construction Management

LICENSE / CERTIFICATIONS

LEED Accredited Professional

CGC License #062495

FL Building Inspector #BN00003077

Uniform Building Code Inspector

Coastal Construction Building Inspector, SBCCI

PROCORE – Project Management
PROCORE – Construction Financials

As Vice President of Preconstruction Services at Clear Span Structures Seth is responsible for oversight and coordination of all aspects associated with estimating and project pre-planning services. Seth also has oversight of scheduling, coordinating logistics, cost, quality control, contract administration and subcontractor negotiation. Seth has been involved in the construction industry since 1991. His leadership and vast commercial construction experience on projects ranging from renovations to multi-million dollar ground up construction brings a high level of competency to your project.

SELECT EXPERIENCE

PBC FOOD BANK PHASE1/PHASE 2 – EXPANSION / LAKE WORTH, FL

Phase 1 -Interior renovation of existing warehouse to include new office space and food storage areas. Completion: 2021 27,000 SF $2.9 M

Phase 2-Interior renovation of an existing warehouse that will house offices, a premiere kitchen for large fund-raising events, produce processing area with a commercial kitchen to make prepared meals for distribution to the community. 23,000 SF Completion: June 2024 $6.0 M

Design-Build with Stephen Boruff, AIA, Architects

HOBE SOUND BIBLE COLLEGE GYMNASIUM/FELLOWSHIP HALL / HOBE SOUND, FL

New building on the existing campus that will be used as a fellowship hall and gymnasium. Completion: 2023 / 13,500 SF / $3.0M / *Design-Build*

PORT OF PALM BEACH SECURITY UPGRADES / RIVIERA BEACH, FL

Design and construction of security upgrades including provision of a generator back-up complete with associate UPS equipment. Located on the second and third floor of the Port of Palm Beach Maritime Complex.
Completion: 2023 $600,000 *Design-Build with Stephen Boruff, AIA, Architects*

PROJECTS COMPLETED IN THE VILLAGE OF PALM SPRINGS

COMMERCIAL/RETAIL:
Palm Springs Plaza, Palm Springs, FL

INSTUTIONAL:
The Retreat at Palm Beach Office Building, Palm Springs, FL
The Retreat at Palm Beach Inpatient Rehab Facility, Palm Springs, FL

MUNICIPAL GOVERNMENT:
Village of Palm Springs Municipal Complex, Palm Springs, FL
Summer Street Park, Palm Springs, FL
Concession Stand & Ball Field Renovations, Palm Springs, FL

EDUCATIONAL:
Montessori Academy for Early Enrichment, Palm Springs, FL
Addison-Mizner Elementary Kitchen, Boca Raton, FL (*Design-Build)*
Pine Grove Elementary Classroom Building, Delray Beach, FL (*Design-Build)*
Rolling Green Elementary Classroom Building, Boynton Beach, FL (*Design-Build)*



MELISSA THACKERAY

Project Manager
Clear Span Structures, LLC

EXPERIENCE

YEARS IN INDUSTRY: 20
YEARS WITH CSS: 05

EDUCATION

Wilkes Community College

CERTIFICATIONS

PROCORE – Project Management
PROCORE – Construction Financials

OSHA 40 Hour Construction Safety Certified

As Project Manager for Clear Span Structures, Melissa is responsible for leadership of your project during the construction phase. She will also be involved in preconstruction understanding all facets of the project well in advance of construction start. Melissa is responsible for project scheduling, coordinating logistics, cost, quality control, contract administration and subcontractor negotiation.

Melissa is your project team leader ensuring all communications between owner, architect and builder are timely and that all commitments are met. Melissa brings 20 years of commercial building experience. Prior to joining the Clear Span Structures team, she was involved with field services and inspections regarding geotechnical, construction materials, environmental and facilities consulting.

SELECT EXPERIENCE

PBC FOOD BANK PHASE1/PHASE 2 – EXPANSION / LAKE WORTH, FL

Phase 1 -Interior renovation of existing warehouse to include new office space and food storage areas. Completion: 2021 27,000 SF $2.9 M

Phase 2-Interior renovation of an existing warehouse that will house offices, a premiere kitchen for large fund-raising events, produce processing area with a commercial kitchen to make prepared meals for distribution to the community. 23,000 SF

Completion: June 2024 $6.0 M

Design-Build with Stephen Boruff, AIA, Architects

PORT OF PALM BEACH SECURITY UPGRADES / RIVIERA BEACH, FL

Design and construction of security upgrades including provision of a generator back-up complete with associate UPS equipment. Located on the second and third floor of the Port of Palm Beach Maritime Complex.

Completion: 2023 $600,000 *Design-Build with Stephen Boruff, AIA, Architects*

iTHINK - CORAL SKY AMPHITHEATRE / WEST PALM BEACH, FL

RESPONSIBLE FOR CONTINUOUS UPGRADES AT THIS SITE

- Installation of two (2) LED screen steel structures on the stage
- Steel restoration & coating of existing roof deck and support structures
- Yearly steel upkeep and roof structure

Project Manager for Annual Capital upgrades since 2019

RIVERIA BEACH MARINA REDEVELOPMENT / RIVIERA BEACH, FL

28-acre redevelopment project includes new streets and sidewalks, extensive utility improvements, a Marina Events Center, and an upgraded Bicentennial Park with an interactive water playground, concessions pavilion, and a boardwalk tying the site to the.

Completion: July 2016 33,000 SF Events Ctr. $29M

Project Manager for Testing, Inspections & Geotechnical

MARRIOTT AUTOGRAPH HOTEL / WPB, FL

The 208-room hotel is the cornerstone of a mixed-use project; *the three-acre redevelopment project* includes 27,000 SF of retail space; 7,000 SF of restaurant and outdoor dining space; 255 multi-family apartment units; and a public park.

435,000 SF $145 M *Project Manager for Field Services & Inspections*



LARRY THOMPSON

Senior Superintendent
Clear Span Structures, LLC

EXPERIENCE

YEARS IN INDUSTRY:	44
YEARS WITH CSS:	02

CERTIFICATIONS

OSHA 30-hour Construction Safety Certified

AGC Carpenter Apprenticeship Program

Superintendent Training Program Graduate

CPR, AED & First Aid Certified

As Senior Superintendent for Clear Span Structures, Larry Thompson is responsible for supervising all the work that is put in place in the field, including that of our subcontractors.

Larry will manage all site, quality and safety issues, on-site schedule management, staging and logistics planning, subcontractor coordination, jobsite record keeping, and the management of all self-performed work. Larry is our on-site representative for your project.

SELECT EXPERIENCE

PALM BEACH COUNTY FOOD BANK – 2023 EXPANSION / LAKE WORTH, FL
Interior renovation of an existing warehouse that will house offices, a premiere kitchen for large fund-raising events, produce processing area with a commercial kitchen to make prepared meals for distribution to the community. ***Repeat Client***
23,000 SF Completion: June 2024 $6.0 M
Design-Build with Stephen Boruff, AIA, Architects

FPL CORPORATE CAMPUS / PALM BEACH GARDENS, FL
Class A Office, Parking Garage // 280,000 SF Office, 300,000 SF Parking Garage with 700 spaces / $160.5 M

KRAVIS CENTER VALET GARAGE AND RENOVATIONS / WEST PALM BEACH, FL
Hospitality, Entertainment / *Design-Build* / 10,655 SF Expansion, 94,454 SF Parking / $34.7 M

PALM BEACH COUNTY PARKING GARAGE AT CONVENTION CENTER / WEST PALM BEACH, FL
Municipal, Parking Garage / CM at Risk / 944,140 SF / $45.7 M

MAX PLANCK FLORIDA INSTUTITE / JUPITER, FL
Research Facility / LEED GOLD / CM at Risk / 105,000 SF / $48.8 M

THE SCRIPPS RESEARCH INSTUTITE, SCRIPPS FLORIDA / JUPITER, FL
Research Facility / CM at Risk / 364,000 SF, 3-Buildings / $165.5 M

PALM BEACH COUNTY GREENACRES LIBRARY / GREENACRES, FL
Municipal Facility / CM at Risk / 17,556 SF / $1.7 M

WILLIAM T. DWYER HIGH SCHOOL / PALM BEACH GARDENS, FL
K-12 / CM at Risk / 309,505 SF / $30.8 M

SOUTH FLORIDA WATER MANAGEMENT HEADQUARTERS / WPB, FL
Office / CM at Risk / 146,290 SF / $19.7 M

WELLINGTON HIGH SCHOOL / WELLINGTON, FL
K-12 Education / CM at Risk / 278,000 SF / $20.0 M

THE RITZ CARLTON HOTEL & GARAGE / MANALAPAN, FL
Hospitality, Parking Garage / CM at Risk / 427,700 SF / $35.6 M

Stephen L. Boruff, AIA, NCARB



ROLE:
PRINCIPAL ARCHITECT

EXPERIENCE:
46 Years

EDUCATION:
Master of Arts in Architecture, University of Florida, 1976

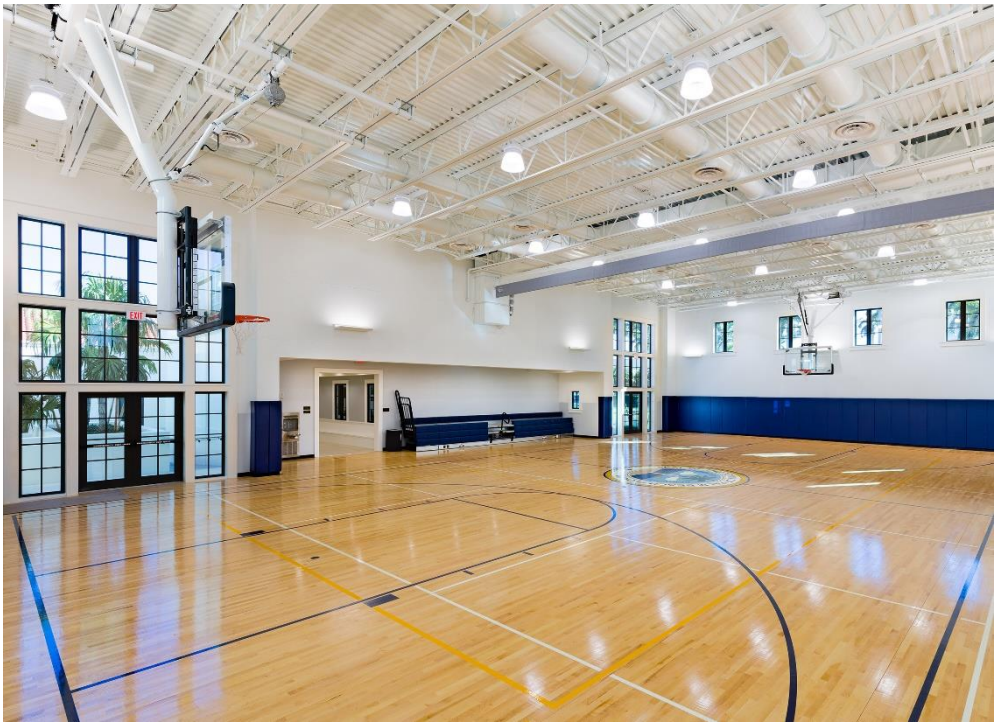
Bachelor of Science, Architectural Studies, University of Illinois, 1973

CREDENTIALS:
1979 - Florida, Architecture No.0007995
1986 - NCARB No. 33976

Stephen acts as the "Owner's Advocate" throughout the projects. In his role as Principal Architect, he monitors the quality of the design solution and its compatibility with program goals and provides a clear source of accountability for the firm's performance. His understanding of public agencies and their special requirements for timely performance, clear communications and standard procedures has proven to be solid on every assignment.

For the past 35 years, Stephen has developed specialized experience in servicing public and private sector clients, including architectural design, planning, the survey and analysis of existing facilities, determining appropriate locations of future buildings, analyzing current and future space needs, and insuring compliance with the Americans with Disabilities Act, the Florida Building Code and NFPA.

SELECTED EXPERIENCE:



Waterfront Commons – West Palm Beach, Florida
Principal Architect for the overall project management for the waterfront park and event center uniting the marriage of Culture, Art and Design and transforming the myriad of conceptual project features into real buildings, water features and civic spaces. Project received a Design Award for Excellence from the Palm Beach AIA.

Morton and Barbara Mandel Recreation Center – Palm Beach, Florida
Principal Architect responsible for overall project management for the 17,000 square foot recreation center and site improvements to include a gymnasium, fitness center, multi-purpose rooms and staff offices. Site improvements include a playground, multi-purpose field, covered pavilion and maintenance building.

Congress Avenue Community Park – Boynton Beach, Florida
Principal Architect responsible for overall project management for the design of a $3 million community park and "boundless playground". The architecture in particular is a re-interpretation of imagery as it relates to Florida's natural environment. The park provides barrier free access to multiple play areas, including a wet play area, play structures, picnic shelters, all with themes and artistic elements that embrace nature.

Werner Saravia, AIA



Werner acts as the "Owner's Continuing Contact" throughout the project. In his role as Project Architect, he coordinates the Clients program with the design and development of the construction drawings with the various consultants and oversees that construction is performed in the accordance with the contract documents. His understanding of public agencies and their special requirements for timely performance, clear communications and standard procedures has proven to be solid on every assignment.

For the past 22 years, Werner has developed specialized experience in servicing public and private sector clients, including architectural design, the survey and analysis of existing facilities, determining appropriate locations of future buildings, analyzing current and future space needs, and insuring compliance with the Americans with Disabilities Act and the Florida Building Code.

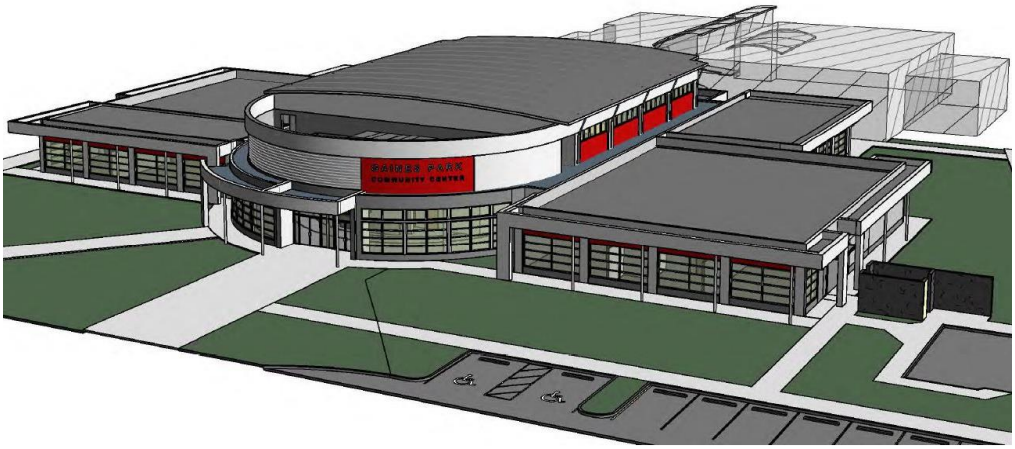
ROLE:
PROJECT ARCHITECT

EXPERIENCE:
22 Years

EDUCATION:
Bachelor of Architecture,
Syracuse University, 2002

CREDENTIALS:
Florida, Architecture
No. AR 99971

SELECTED EXPERIENCE:



Currie Park – West Palm Beach, Florida
Project Architect responsible for the overall project coordination including continuing client contact, development of construction documents and construction administration for the $ 27.6 million urban waterfront park and sustainable event center that is "accessible to all the citizens of West Palm Beach".

Gaines Park Recreation Center and Tennis Center – West Palm Beach, Florida
Project Architect responsible for overall project coordination including continuing client contact, development of construction documents and construction administration for the 18,000 square foot community center and site improvements to include a gymnasium, fitness center, multi-purpose rooms, computer lab, art room and staff offices. Project also included a Tennis Center building and additional har-tru tennis courts.

Food Bank – Phases 1 and 2 - Lake Worth, Florida
Project Architect responsible for overall project management for the design of a 51,100 square foot food collection, distribution and preparation facility. The project was delivered under a design/build contract in association with Clear Span Structures and was constructed on time and on budget.

CLEAR SPAN
STRUCTURES

Stephen Boruff, AIA
Architects + Planners, Inc.
Design Build Team

Section D:
Proof of Licenses and Certifications

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

State of Florida
Department of State

I certify from the records of this office that CLEAR SPAN STRUCTURES, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 17, 2008.

The document number of this limited liability company is L08000027268.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 1, 2024, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of February, 2024



Secretary of State

Tracking Number: 2041632317CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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

FORD, SETH A

CLEAR SPAN STRUCTURES, LLC
2000 AVENUE P SUITE 5
RIVIERA BEACH FL 33404

LICENSE NUMBER: CGC062495

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

BORUFF, STEPHEN L

STEPHEN L BORUFF, AIA ARCHTS
901 NORTHPOINT PARKWAY
SUITE 101
WEST PALM BCH FL 33407

LICENSE NUMBER: AR0007995

EXPIRATION DATE: FEBRUARY 28, 2025

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2024

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 Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 954-941-0900 **FAX (A/C, No):** 954-941-2006 **E-MAIL ADDRESS:** emedlin@bgsagency.com
INSURED CLESP1 Clear Span Structures, LLC 2000 Avenue P, Suite 5 Riviera Beach FL 33404	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American Casualty Co. of Reading, PA — 20427 **INSURER B :** Transportation Insurance Company — 20494 **INSURER C :** The Continental Insurance Co — 35289 **INSURER D :** National Fire Ins Company of Hartford — 20478 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 430153788 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	7018578109	4/11/2024	4/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7018578112	4/11/2024	4/11/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	7018578143	4/11/2024	4/11/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7018578126	4/11/2024	4/11/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rented & Leased Equipment			7018578109	4/11/2023	4/11/2024	Limit: $150,000	Deductible: $5,000

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured, Primary & Non-Contributory, Ongoing and Completed Operations, as required by written contract, per CNA75079XX 0322. Waiver of Subrogation as required by written contract, per CNA74705XX 0115.

Auto Liability: Additional Insured / Primary & Non-Contributory as required by written contract, per CNA7152XX 1012. Waiver of Subrogation required by written contract per form CA0444 1013.

See Attached...

CERTIFICATE HOLDER

PROOF OF INSURANCE ONLY
IF ORIGINAL IS NEEDED
PLEASE CONTACT CLIENT/INSURED
. . .

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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AGENCY CUSTOMER ID: CLESP1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bateman Gordon and Sands	Clear Span Structures, LLC 2000 Avenue P, Suite 5 Riviera Beach FL 33404
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313 0484.

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers Compensation coverages.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2023

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		CONTACT NAME:	Brooke Valentin	
Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716		PHONE (A/C, No, Ext):	(727) 391-9791	FAX (A/C, No): (727) 393-5623
		E-MAIL ADDRESS:	certificatesstpete@stahlinsurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :	Hartford Casualty Insurance Co	29424
INSURED		INSURER B :	Auto Owners Insurance Co	18988
Stephen Boruff AIA Architects & Planners Inc 901 Northpoint Parkway Suite 101 West Palm Beach FL 33407		INSURER C :	Hartford - Rated by multiple companies	00914
		INSURER D :	Lexington Insurance Company	19437
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2383167274 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			21SBMVL3637	08/29/2023	08/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5469242500	08/20/2023	08/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			21SBMVL3637	08/29/2023	08/29/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECZR6330	08/29/2023	08/29/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Errors and Omissions			031565820	08/29/2023	08/29/2024	General Aggregate Each Claim Deductible	$4,000,000 $4,000,000 $75,000

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

CERTIFICATE HOLDER

Clear Span Structures LLC
2000 Avenue P, Ste 5
Riviera Beach FL 33404

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

Kelly L Petzoldt

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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****
2000 AVE P STE 5
RIVIERA BEACH, FL 33404

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	FORD SETH A	CGC062495	B23.655603 07/07/2023	$27.50	B40180824

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

CLEAR SPAN STRUCTURES LLC
CLEAR SPAN STRUCTURES LLC
2000 AVENUE P STE 5
RIVIERA BEACH FL 33404-5342

4 7 - 661

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2022145655
EXPIRES: 09/30/2024

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.

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

February 5, 2024

Re: Clear Span Structures, LLC
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Clear Span Structures, LLC. Their surety is Arch Insurance Company, which carries an A.M. Best Rating of A+ XV (Superior) and listed in the Department of the Treasury's Federal Register. Their surety relationship with Arch Insurance Company began in 2013.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds up to $25,000,000 for a single bond and $50,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

Clear Span Structures, LLC is an excellent contractor, and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

CLEAR SPAN
STRUCTURES

Stephen Boruff, AIA
Architects + Planners, Inc.
Design Build Team

Section E: Litigation and/or Terminations

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

Litigation and/or Terminations

Respondents shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this RFQ and that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such.

Clear Span Structures, LLC - Our firm has ***NO litigation*** filed against our firm or key personnel in the past five (5) years which is related to the services sought under this RFQ and that the Respondent provides in the regular course of business.

Respondents shall also state if the Respondent has had a contract for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Respondents shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Clear Span Structures, LLC - Our firm has had ***NO*** contract for the services sought under this RFQ which were terminated for default, non-performance or delay, in the past five (5) years.

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Stephen Boruff, AIA
Architects + Planners, Inc.

Design Build Team

Section F:
Evidence of Ability to Deliver on Time

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

CLEAR SPAN STRUCTURES

Evidence of Ability to Deliver on Time

Respondent shall provide a three-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided including any work currently being performed for the Village in the last five (5) years.

A Large portion of Clear Span Structures, LLC 's work is performed under Design-Build contracts. Due to this level of understanding Clear Span Structures has substantial experience in estimating time frames for each aspect of a Design-Build project, and understanding what staff need to be available at the time of the project. This knowledge and experience additionally are utilized when determining whether a particular project works well with both our company's backlog, but also the individual team members expertise.

Before Clear Span Structures, LLC chooses a design-build project, we ensure the project fits four main criteria:

1) Is the project the type of project that Clear Span Structures is confident it can meet or exceed the clients' expectations in quality, timing and budget? ***There are no aspects of this project that the Clear Span Team has not performed successfully in the past.***
2) Is the client a client Clear Span Structures, LLC is comfortable working with? ***Key members of the Clear Span Structures Team not only have built numerous projects in and for The Village of Palm Springs, but Seth Ford the proposed Vice President for the project lived in The Village Palm Springs for years. We have found the Village of Palm Springs and its building department to be firm but fair, which is all a contractor can ask for.***
3) Are Clear Span Structures, LLC's most well-matched staff for the project available?
    a. ***Harry Darling and Glen Blount, the CEO and President respectively stay abreast of all projects and meet at least weekly with the project team to ensure the project is progressing smoothly and are always available to the client as well as the team on an as needed basis.***
    b. ***Seth Ford the Vice President for the project has a great deal of experience in many types of Design-Build projects, as well as being hands on from the first meeting during preconstruction and throughout the construction and closeout process. Seth will be completing his responsibilities on the Food Bank in July and Gold Coast Beverage in October.***
    c. ***Melissa Thackeray, the Project Manager, for your project is completing her fourth consecutive Design-Build project. As the initial stage of the project will take approximately 50% of her time, she will be available for this project immediately. As the project requires full time, she will be available for that as well.***
    d. ***Larry Thompson, fresh off his successful completion of the Food Bank Expansion, where the client had ZERO (0) Punchlist items, is currently working on The Design-Build Medalist project that will be complete in October 2024.***

4) Does our design team have the readily available staff to provide the proper attention in the time frame the project requires? ***When choosing our design team members, Clear Span Structures not only ensures that we have experience in this type of project, but also, we ensure the architects and engineers are available and have the experience for the project as well. We have done this for this project, and the design team and their staff we have proposed are ready and able to perform their services.***

Below is a list of current projects Clear Span Structures has in backlog, included is the type of project and their anticipated completion date.

Project	Project Type	Value	Anticipated completion
Palm Beach County Food Bank Expansion	Design – Build	$ 6.2M	June 2024
Waste Management Recovery Facility	Supply & Erect	$ 5.2M	March 2025
Medalist Golf Course Addition & Reroof	Design – Build	$ 1.3M	October 2024
Fontainebleau Aviation Hangar	Supply & Erect	$ 5.9M	September 2024
Miami Executive Airport Hangars	Supply & Erect	$3.1 M	August 2024
Hobe Sound Bible College Gymnasium	Design-Build	$3M	April 2024
Gold Coast Beverage Expansion	GC-GMAX	$1.1M	October 2024
Port of Palm Beach Security Upgrades	Design-Build	$659K	May 2024
Atlantic Fields Maintenance and Office Bldg.	GC CMAX	$4.7M	June 2025
Under $1M projects	Various	$1.5M	Various

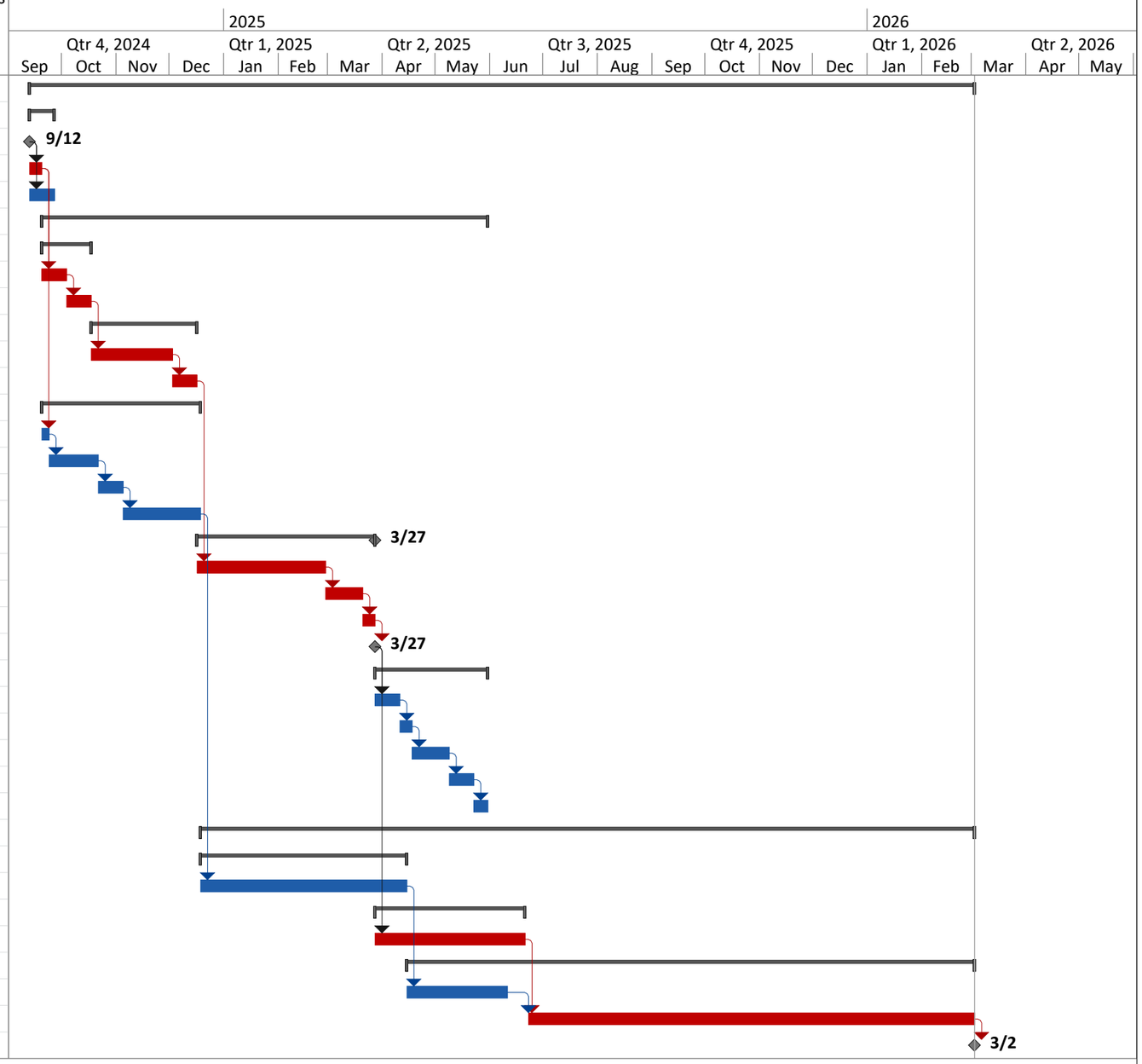
You will note from above, Clear Span Structures, LLC currently only has one ongoing Design-Build project under contract in our backlog, which will be complete October 2024. The other three have all received Certificate of Occupancy and all closeout documents have been provided.

One of the key reasons for Clear Span Structures, LLC success in Design-Build projects is the early emphasis we place on the Project Schedule. For example, in the Palm Beach County Foodbank Kitchen project we researched and found that some of the kitchen equipment would take over one year from order to delivery, therefore in order to meet the schedule these items were ordered prior to the plans being completed. Clear Span Structures, LLC was able to comfortably do this, because we ensure that the design does not stray from the budget. This is accomplished without reducing the scope or quality of the work.

Another critical element in Clear Span Structures, LLC's success in Design-Build projects is our scheduling mindset. As you can see from the sample initial schedule on another project Clear Span Structures takes the time to detail the necessary steps in the early stages of the project. With the vast experience and knowledge, we have building throughout South Florida, Clear Span Structures can estimate within a few weeks, even on a preliminary schedule, how long construction will take, but it is the front end of the project that usually causes delays or rushing at the end. By including enough detail in the beginning, it ensures that all stakeholders know what is required of them and when. Rest assured that the final construction schedule will be at least as detailed as the preliminary, with most likely one-hundred or more-line items, however Clear Span Structures belief is, if you don't fall behind in the beginning, you are far less likely to fall behind at the end.

Sample Schedule for Village of Palm Springs - Design/Build Services for Village Commons Park Improvement

ID	Task Name	Duration	Start	Finish	Predeces	Successors
1	**Sample Schedule for Village of Palm Springs**	**375 days**	**Thu 9/12/24**	**Mon 3/2/26**		
2	**Project Initiation**	**10 days**	**Thu 9/12/24**	**Thu 9/26/24**		
3	Finalize Project Agreement	0 days	Thu 9/12/24	Thu 9/12/24		4,5
4	Release Architect and Engineer Contract	5 days	Fri 9/13/24	Thu 9/19/24	3	8,14
5	Initial Budget (Complete)	10 days	Fri 9/13/24	Thu 9/26/24	3	
6	**Design**	**175 days**	**Fri 9/20/24**	**Fri 5/30/25**		
7	**Conceptual Design**	**20 days**	**Fri 9/20/24**	**Thu 10/17/24**		
8	Pre-Design - Confirmation of scope	10 days	Fri 9/20/24	Thu 10/3/24	4	9
9	Village review and approval	10 days	Fri 10/4/24	Thu 10/17/24	8	11
10	**Schematic Design**	**40 days**	**Fri 10/18/24**	**Mon 12/16/24**		
11	Schematic Design Drawings	30 days	Fri 10/18/24	Mon 12/2/24	9	12
12	Design Estimate	10 days	Tue 12/3/24	Mon 12/16/24	11	19
13	**Civil Engineering**	**62 days**	**Fri 9/20/24**	**Wed 12/18/24**		
14	Site Survey	2 days	Fri 9/20/24	Mon 9/23/24	4	15
15	Prelimanary Civil Drawings	20 days	Tue 9/24/24	Mon 10/21/24	14	16
16	Review by Village	10 days	Tue 10/22/24	Mon 11/4/24	15	17
17	Final Civil Drawings	30 days	Tue 11/5/24	Wed 12/18/24	16	31
18	**Construction Documents**	**70 days**	**Tue 12/17/24**	**Thu 3/27/25**		
19	Complete Construction Documents	50 days	Tue 12/17/24	Thu 2/27/25	12	20
20	Design Estimate	15 days	Fri 2/28/25	Thu 3/20/25	19	21
21	Review and approve Estimate	5 days	Fri 3/21/25	Thu 3/27/25	20	22
22	Documents Completed	0 days	Thu 3/27/25	Thu 3/27/25	21	24,33
23	**CM Bid Procurement**	**45 days**	**Fri 3/28/25**	**Fri 5/30/25**		
24	Bid List Slection (3-4 bidders)	10 days	Fri 3/28/25	Thu 4/10/25	22	25
25	Prepare/Distribute RFP	5 days	Fri 4/11/25	Thu 4/17/25	24	26
26	CM Bid Process	15 days	Fri 4/18/25	Thu 5/8/25	25	27
27	Bid Leveling and CM Selection	10 days	Fri 5/9/25	Thu 5/22/25	26	28
28	Final Budget & Approval	5 days	Fri 5/23/25	Fri 5/30/25	27	
29	**Permitting**	**308 days**	**Thu 12/19/24**	**Mon 3/2/26**		
30	**Civil Drawings**	**80 days**	**Thu 12/19/24**	**Mon 4/14/25**		
31	Review and approval of Civil Drawings	80 days	Thu 12/19/24	Mon 4/14/25	17	35
32	**Building Drawings**	**60 days**	**Fri 3/28/25**	**Fri 6/20/25**		
33	Review and approval of Building Drawing	60 days	Fri 3/28/25	Fri 6/20/25	22	36
34	**Construction**	**228 days**	**Tue 4/15/25**	**Mon 3/2/26**		
35	Install Utilities	40 days	Tue 4/15/25	Tue 6/10/25	31	36
36	Hard Construction	180 days	Mon 6/23/25	Mon 3/2/26	33,35	37
37	Final CO Issued	0 days	Mon 3/2/26	Mon 3/2/26	36	



Sample Schedule

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Critical
Milestone	External Milestone	Manual Task	Start-only	Critical Split
Summary	Inactive Task	Duration-only	Finish-only	Progress

CLEAR SPAN
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Stephen Boruff, AIA
Architects + Planners, Inc.
Design Build Team

Section G:
Evidence of Small or Minority Business Enterprise

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

Evidence of Small or Minority Business Enterprise

Respondents shall provide their certification(s) as a small or minority business enterprise. To qualify, the Respondent must be certified by a State agency, a Florida county or Florida municipality.

On the following page please find our certificate from the South Florida Water Management District. Our firm is certified as a Small Business Enterprise (SBE). Registered Vendor No.: 1000001105

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

November 15, 2023

REGISTERED VENDOR NO.: 1000001105

Mr. Harry Darling, President
Clear Span Structures, LLC
2000 Avenue P, Suite 5
Riviera Beach, FL 33404

CERTIFICATION EFFECTIVE DATE:
November 15, 2023

CERTIFICATION EXPIRATION DATE:
November 15, 2026

Dear Mr. Darling,

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

General Contractor: Construction Management: Design-Build Services: Aviation Hangers; Metal Building Design and Installation; Metal Roofing; Commercial Solar Systems

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

CLEAR SPAN
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Stephen Boruff, AIA
Architects + Planners, Inc.

Design Build Team

Section H:
Required Forms & Exhibits

Village of Palm Springs

Request for Qualifications for Design-Build Services for Village Commons Park Improvements

EXHIBIT "B"
RFQ NO. 2024R-003

RESPONDENT INFORMATION PAGE

This FORM is a requirement of every Respondent.

Company Name: Clear Span Structures, LLC

Authorized Signature: _____ Harry R. Darling

Signature Print Name

Title: ___CEO_____

Physical Address:_2000 Avenue P, Suite 5_____

Street

__Riviera Beach_____FL_____33404_____

City State Zip Code

Telephone: _561.803.8100_____ Fax: _____561.803.8119_____

Email Address: __HDarling@CSSBuilds.com_____

Website (if applicable): ____CSSBuilds.com_____

Federal Identification Number: ___26-217-2061_____

Additional information may be attached if the Respondent is a joint venture.

EXHIBIT "C"
RFQ NO 2024R-003
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Qualifications are equal with respect to price, quality, and/or service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To have a drug-free workplace program, a business shall:
(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

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

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

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

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

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

As the person authorized to sign this statement on behalf of _Clear Span Structures, LLC, I certify that _Clear Span Structures, LLC_____ complies fully with the above requirements.



_____ ___7/2/2024_____
Authorized Representative's Signature Date

_Harry R. Darling_____ ___CEO_____
Name: Position:

EXHIBIT "E"
VENDOR CONFLICT OF INTEREST FORM
DISCLOSURE STATEMENT

INFORMATION AND INSTRUCTIONS

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes,* and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of $7,500.00 with the Village.

INSTRUCTIONS
Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

__Clear Span Structures, LLC_____
NAME OF VENDOR

__Harry R. Darling_____
NAME OF PERSON COMPLETING FORM

___CEO_____
RELATIONSHIP TO VENDOR

_2000 Avenue P, Suite 5_____
ADDRESS

__Riviera Beach, FL 33404_____561.803.8100_____
CITY, STATE, ZIP TELEPHONE NUMBER

HDarling@CSSBuilds.com_____561.758.2013_____
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

_____ ITB (specify) _____

__X__ RFP / RFQ (specify) ***RFP 2024R-003 Design Build Services Village Commons***

_____ Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village_having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

   N/A

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

   N/A

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

   N/A

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

N/A

5. Describe any other circumstances of which you are aware may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

N/A

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.



Signature

_7/2/2024_____
Date

_Harry R. Darling_____
Printed Name

_CEO_____
Title

CLEAR SPAN
STRUCTURES

Glen Blount, President

PH: 561.803.8101
gblount@CSSBuilds.com

2000 Avenue P, Suite 5
Riviera Beach, FL 33404

CSSBuilds.com

BID SELECTION COMMITTEE MEETING
RFQ #2024R-003 - DESIGN BUILD SERVICES FOR VILLAGE COMMONS PARK
AUGUST 12, 2024 AT 10:00 PM
226 CYPRESS LANE, PALM SPRINGS, FL 33461

	JUAN		FELIPE		LAUREN		GARRETT		WILLIAM		QUALIFICATION OF EVAL	COMP NEGOTIATIONS EVAL CRITERIA
	Qualification of Eval	Competitive Neg Evaluation Criteria	Qualification of Eval	Competitive Neg Evaluation Criteria	Qualification of Eval	Competitive Neg Evaluation Criteria	Qualification of Eval	Competitive Neg Evaluation Criteria	Qualification of Eval	Competitive Neg Evaluation Criteria		
Clear Span Structures	*100*	*100*	*100*	*100*	*99*	*97*	*98*	*96*	*96*	*0*	*493*	*393*
West Construction	*100*	*100*	*99*	*97*	*97*	*89*	*98*	*94*	*80*	*0*	*474*	*380*

VILLAGE HALL – COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FL 33461
Monday, August 12, 2024, at 10:00 AM – 11:30 AM

Design Build Services for Village Commons Park
RFQ #2024R-003

- Juan Ruiz, Parks an Recreation Director (Chairman)
- Felipe Lofaso, Director of Public Services
- Lauren Bennet, Assistant Parks and Recreation Director
- Garrett Pearson, Recreation Supervisor II
- William Walters, Licensed Architect (Lake Worth Beach)
- Kim Glas-Castro, Assistant Village Manager (Alternate)
- Kimberly Wynn, Village Clerk

If a person decides to appeal any decision made by this Selection Committee with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Introduction of Participants in Evaluation/Selection Meeting
    i. *Inform members of the public that no comments will be allowed unless they are specifically called upon*

2. Review presentations of two (2) responses to RFQs from:
    i. Clear Span Structures, LLC
    ii. West Construction

3. Requirements for Response
    i. Pros and cons of each proposal from the perspective of each committee member
    ii. Identify specific issues relating to any of the submissions

4. Request Final Ranking of Each Proposal from Selection Committee
    i. Request each member's final score

5. Questions and Comments

Cone of Silence

A cone of silence is hereby imposed and made applicable to this ITB and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: www.palmbeachcountyethics.com, is in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this ITB between any Proposer or Proposer's representative and any Village of Palm Springs employee. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Cone of Silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Village of Palm Springs Council awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process. A Proposer's representative shall include but not be limited to the Proposer's employee, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Parks & Recreation

ITEM #14: Resolution No. 2024-56 Sago Palm Park Playground Replacement Contract Award (Task Order No.365) - Piggyback off Volusia County Schools Contract - Parks and Recreation Department (FY 2024 Funded - General Fund) - Top Line Recreation, Inc.

SUMMARY: Parks and Recreation are requesting approval of a contract award with Top Line Recreation, Inc. to install a new playground system at Sago Palm Park with a shade structure that will provide a greater play space for participants ages 5 to 12 years of age. This new playground will include play features that provide a fun and challenging play experience that will help children develop overall motor skills, dexterity, and hand-eye coordination; improve flexibility and balance; control their movement; build stronger muscles, and promote emotional and social skill-building.

To ensure the lowest possible price, the staff recommends that the Village piggyback off the current Volusia County Schools Contract awarded to Top Line Recreation, Inc. The selection by Volusia County Schools was completed through a competitive selection process - Playgrounds and Related Equipment (MTS-906BC). Through the Volusia County Schools Contract, Parks and Recreation could obtain a price of $169,873.69.

Installation of the playground system at Sago Palm Park was included in the FY 2025 Budget (01772-56300) - General Fund in the Capital Improvement Plan. The proposed purchase would consist of slides, climbing features, equipment that improves balance and spatial awareness, safety surfacing and shade elements, which will allow for protection from the Florida sun.

Sago Palm Park is the Village's most sought-after park for birthday parties and family outings. This playground is a key component of Sago Palm Park and will shape the imagination and memories of its users.

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

The Village Attorney prepared the proposed agreement and reviewed it with the Parks and Recreation Director and the Finance Director.

The Village received numerous recommendations for the vendor's excellent service and quality products.

FISCAL IMPACT:
Funding to support this purchase is available within the FY 2025 Budget - General Fund.

Allocated/Estimated Project Funding:	Amount
FY 2025 Approved Budget - General Fund - Sago Palm Park Replacement Playground	$175,000

ATTACHMENTS:
1. Proposed Resolution No. 2024-56 - Piggyback-Top Line Recreation Line
2. Signed agreement
3. Proposal
4. Contract for Vendor-Topline Rec and VOLUSIA
5. 2022-2023 - RENEWAL MTS-906BC
6. 2023-2024 - MTS-906BC - Volusia
7. 2024-2025 RENEWAL MTS-906BC
8. Signed renewal to July 2025

RESOLUTION NO. 2024-56

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO APPROVE A PIGGYBACK CONTRACT WITH TOP LINE RECREATION, INC. THROUGH SCHOOL BOARD OF VOLUSIA COUNTY CONTRACT (MTS-906BC)- VARIOUS PLAYGROUNDS AND RELATED EQUIPMENT FOR PARKS AND RECREATION - FOR THE PURCHASE AND INSTALLATION OF A NEW PLAYGROUND SYSTEM WITH A SHADE STRUCTURE AT SAGO PALM PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Staff has determined the need for a contractor to provide the Village with a new playground system and shad structure at Sago Palm Park at 3301 10th Avenue North; and

WHEREAS, to ensure the lowest possible price, the staff recommends that the Village piggyback the current School Board of Volusia County Contract (MTS-906BC - Various Playgrounds and Related Equipment for Parks and Recreation) with Top Line Recreation, Inc. for the purchase and installation of a new playground system with a shade structure at Sago Palm Park at 3301 10th Avenue North; and

WHEREAS, the Village Purchasing Code, Section 58-9, allows for the Village to award a contract by piggy-backing any Florida State, or other governmental entity, contract that provides for the same or substantially similar goods and/or services that have been competitively solicited; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to obtain services to meet the Village standards from Top Line Recreation LLC, and have made a recommendation of same to the Village Council.

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

Section 1. Based upon a review of the proposal attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes approval of a piggyback contract with Top Line Recreation LLC, in the amount of $169,873.69, based on the School Board of Volusia County Contract (MTS-906BC). Funds have been budgeted in the FY2025 General Fund/Parks & Recreation Department.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any documents necessary to complete the award of this contract, and the Village Clerk is

instructed to deliver an executed agreement to Top Line Recreation, LLC, 2922 Howland Blvd, Suite 3, Deltona, FL 32725, along with a certified copy of this Resolution.

Section 3. This Resolution shall be effective immediately upon its adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a 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 the Resolution duly passed and adopted this _____ day of November 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

AGREEMENT FOR GOODS AND SERVICES
(Utilizing the School Board of Volusia for Playgrounds and Related Equipment Contract)

This Agreement for Goods and Services ("Agreement") is made as of the ___07 day of _November, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Topline Recreation, Inc.,** a Florida corporation, 2922 Howland Blvd., Suite #4, Deltona, FL 32725-2900 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE's Parks and Recreation Department is in need of playground equipment for Sago Palm Park and related installation services; and

WHEREAS, on or about March 27, 2020, the School Board of Volusia County, Florida ("SBVC"), through its competitive selection process (MTS-906BC), awarded a contract to the VENDOR for the provision of various playgrounds and related equipment (including installation services) with discount pricing ("SBVC Contract"); and

WHEREAS, the SBVC Contract includes the recreation/playground equipment and installation services the Village seeks for Sago Palm Park; and

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

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

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. SBVC Contract, Effective Date, and Term. The SBVC Contract (with a current term expiring on July 31, 2025) with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations, and remedies authorized to SBVC under the SBVC Contract. The effective date of this Agreement is the date this Agreement is approved by the Village Council. Unless earlier terminated, the term of this Agreement shall not exceed the timeframe to purchase the desired equipment and for the VENDOR to completely install the equipment to the VILLAGE's satisfaction. This Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.

3. Scope of Goods and Services. Consistent with the terms of the SBVC Contract and this Agreement, the VENDOR shall provide the VILLAGE with all equipment and related goods and services as set forth on the VENDOR's quote, which is attached hereto as **Exhibit "A"**. The VENDOR shall not provide any goods or services which are outside the scope of Exhibit "A" or be compensated for any amounts which exceed the expressed amounts stated in Exhibit "A".

4. Not to Exceed Amount for Goods and Services. The total value of goods and services to be provided by the VENDOR under this Agreement shall not exceed the amount set forth in Exhibit "A".

5. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, the SBVC Contract, and Exhibit "A". The aforementioned documents are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with the SBVC Contract next taking precedence.

6. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 *Notices*. Except for Service Requests, which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return

receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

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

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

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

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

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

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

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

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

8. **COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024)**

8.1 By signing this Agreement before a notary public and taking an oath under the penalty of perjury, the VENDOR attests and warrants that the VENDOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

VENDOR: **Topline Recreation, Inc.**

By: _____

Print Name: SONIA PERKINS

Title: PRESIDENT

[Corporate Seal, if required.]

STATE OF FL)
COUNTY OF VOLUSIA)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 07 day of NOV 2024, by SONIA PERKINS, as the PRESIDENT [title] of **Topline Recreation, Inc.,** a corporation authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Topline Recreation, Inc.** to the same.

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER JANELLE
Commission # HH 379138
Expires March 27, 2027

_____
Notary Public Signature

Notary Seal:
My Commission expires: 03/27/2027

Exhibit "A"
Topline Recreation, Inc., Quote (Utilizing the SBVC Contract)
(3 pages)

QUOTE

QUOTE #	TLRQ5762-07
PROJECT:	Sago Palm

Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

Bill to:
Garrett Pearson
Village of Palm Springs Park & Rec
TBD
561-584-8200
GPearson@vpsfl.org

Ship to:
Garrett Pearson
Village of Palm Springs Park & Rec
Sago Palm Park
3301 10th Avenue North
Village of Palm Springs, FL 33461
561-584-8200
GPearson@vpsfl.org

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Vivian Figueroa	Purchase Order	Nov 6, 2024	Dec 18, 2024

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Volusia County Contract #MTS-906BC		
1	134-191537-1	Burke Fall Sale NU-3465 Sago Palm Park • Project Number: 134-191537-1 • User Capacity: 88 • Age Groups: 5 to 12 • Dimensions: 44' 6"x38' 9"	$51,977.00	$51,977.00
		5.0% Volusia County Discount reference page 4		-$2,598.85
1	FALL LOVE	Burke Fall In Love Sale *Orders must be placed by December 18th, 2024, and ship by April 11th, 2025. No exceptions.	-$15,593.15	-$15,593.15
1	134-191537-1	Burke Freestanding #560-2573 KidForce Spinner	$940.00	$940.00
		5.0% Volusia County Discount reference page 4		-$47.00
1	ENG1R	FL Engineer Sealed Drawings & Calculations	$1,218.75	$1,218.75
1	FREIGHT	Truckload charges Village of Palm Springs	$5,969.51	$5,969.51
1	INSTALL	Installation of Burke #134-191537-1	$21,829.27	$21,829.27
		5.0% Volusia County Discount reference page 4		-$1,091.46
		Shade Systems Rectangle Shade		
1	REC394512	Shade Systems 39' x 45' Rectangle Mega Span - 12' Eave - Pier Mounted Columns.	$34,255.00	$34,255.00
		25.0% Volusia County Discount reference page 4		-$8,563.75
1	ENG1SS	FL Engineer Sealed Drawings & Calculations	$1,218.75	$1,218.75
1	FREIGHT	Charges to Village of Palm Springs	$2,851.22	$2,851.22
1	INSTALL	Installation of 39’ x 45’ 4 post pier mount shade with 12’ eave height	$21,024.39	$21,024.39
		5.0% Volusia County Discount reference page 4		-$1,051.22
		Additional Services		
1	EXC	Excavate site to the new elevations and dispose of spoils off-site	$7,082.93	$7,082.93
		5.0% Volusia County Discount reference page 4		-$354.15

#	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BORDER	Construct 170 LF 4" x 6" PT/Wood borders around perimeters of the new play area.	$4,353.66	$4,353.66
		5.0% Volusia County Discount reference page 4		-$217.68
1	STONE	1,755 SF Install compacted 4“thick stone base	$7,490.24	$7,490.24
		3.0% Volusia County Discount reference page 4		-$224.71
1	SURFACE	Install new PIP base for safety surface Thickness: 2 ½” for 6’ CFH Color: Green OmniSport II Surfacing	$38,737.80	$38,737.80
		3.0% Volusia County Discount reference page 4		-$1,162.13
1	PERMIT	The Village of Palm Springs Permit Submittal Service *This does not include the Actual Cost of the permit, Actual cost to be added to final invoice.	$1,829.27	$1,829.27
		NOTE: Site Restoration by Others.		

SUBTOTAL	$169,873.69
TAX RATE	
SALES TAX	$0.00
TOTAL	$169,873.69

Volusia County Contract #MTS-906BC.

Please contact me if I can be of further assistance.
Vivian Figueroa 954-240-7767.

2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

Client:

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Installation Terms:
Standard Services Include:
- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
-Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) $500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):
- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

Building permits
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.
Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of $700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No._____

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Mar 27, 2020 - Agenda - 3:30 PM - The School Board of Volusia County, Florida
Category	10. Consent-Operations Services-Purchasing
Subject	10.01 Added Vendor MTS-906BC, Playground and Related Equipment
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General
Recommended Action	The superintendent recommends approval of Added Vendor MTS-906BC, Playground and Related Equipment.
Goals	

BACKGROUND:
The purpose of this added vendor is to increase the pool of available suppliers to provide products for playground equipment.

SUBMITTED BY:
Maria Kraft, Director, Purchasing and Warehouse Services

3-24-20 Board Added Vendor-Topline Rec1.pdf (12,345 KB)

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Carl Persis.
Final Resolution: Motion Carries
Yea: Ida D Wright, Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ADDED VENDOR FOR BOARD APPROVAL

NAME OF CONTRACT	BID / RFP NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds and Related Equipment	MTS-906BC	Varies	3/25/2020 1/31/2022	Top Line Recreation, Inc., Deltona, FL	The purpose of adding this new vendor is to bolster competition and to provide the District with a wider variety of percentage discounts for playgrounds and related equipment for District Wide use.

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124

INVITATION TO BID

BID NO.: MTS-906BC
RELEASE DATE: October 23, 2018

ITB TITLE: PLAYGROUNDS AND RELATED EQUIPMENT

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.
ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

- ____ Literature ____ Specifications __X__ Catalogs
- __X__ Debarment Form **Page 22**
- __X__ List of References **Page 20**
- __X__ Drug-Free Workplace Certification **Page 26**
- __X__ Digital Submittal Required
- __X__ Non-Collusion & Non-Conflict of Interest **Pages 23-25**
- __X__ Manufacturer's Certificate of Warranty
- __X__ Bidder's Response Sheet **Exhibit A**
- __X__ Statement of Principal Place of Business Form **Page 21**

- __X__ Certificate of Insurance: **See enclosed guidelines for detailed specifications**
- __X__ Additional submittals specific to this bid may also be required: **See solicitation for details**

RIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS

THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: TOP LINE RECREATION, INC

Address: 2922 HOWLAND BLVD - SUITE 4

City: DELTONA State: FL Zip Code: 32725

EMAIL: soniap@toplinerec.com Telephone: 386-575-8359 FAX: 888-909-0549

Signature of Owner or Authorized Officer/Agent: Sonia Perkins

Typed Name of Above: SONIA M PERKINS

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID **I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:**

- ☐ 1. Insufficient time to respond
- ☐ 2. Specifications were unclear or restrictive
- ☐ 3. Could not meet bonding requirements
- ☐ 4. Our schedule will not permit us to respond
- ☐ 5. Terms & Conditions were unclear or restrictive
- ☐ 6. Could not meet specifications
- ☐ 7. Addendum received too late to respond
- ☐ 8. Could not meet Insurance requirements
- ☐ 9. We do not offer the product or service requested
- ☐ 10. Remove our company name from this commodity listing only.
- ☐ 11. Keep our company on the bid list for future bids
- ☐ 12. Other _____

MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

Exhibit A
Bidder's Response Sheet

Directions to all Bidders: Place your percentage discount next to each categorical item that your are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. **Note 1: Bidder's may select more than one category. Note 2: Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.**

Category	% Discount	Not Applicable	Catalog Name & No.
Playground Design & Layout Services	100 %		
Grading and Site Prep Services	5 %		
Playground Equipment	5 %		BCI BURKE
Playground Equipment Installation	5 %		
Surfacing Materials	3 %		
Surfacing Materials Installation	3 %		
Shade Structures	25 %		SHADE SYSTEM
Shade Structure Installation	5 %		
Picnic Tables	5 %		MYCOAT
Picnic Table Installation	5 %		
Park Benches	5 %		MYCOAT
Park Bench Installation	5 %		
Trash Receptacles	5 %		MYTCOAT
Trash Receptacle Installation	5 %		
Miscellaneous Playground Equipment	5 %		
Misc. Playground Equipment Installation	5 %		
Miscellaneous Repair Services	5 %		
Miscellaneous Repair Parts	5 %		
Other: SHELTERS	5 %		AMERICANA
Other: SPORTS EQUIPMENT	5 %		PETTERSON WILLIANS
Other: MUSICAL OUTDOOR EQUIPMENT	5 %		PERCUSSION PLAY

Vendor dba Name (Print or Type): TOP LINE RECREATION, INC

Vendor Representative Name (Print or Type): SONIA M PERKINS Date: 02/24/2020

Vendor Representative Signature (Blue Ink or Digital Signature): Sonia Perkins

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: 9 Years performing work specialty: 30
   License or business tax receipt currently valid in force: FEIN - 45-3009109
2. Vendor's Representative
   Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:
   Name: TERRY R PERKINS Phone #: 386-575-8359 Cell #: 407-466-2909
   Email: terryp@toplinerec.com
3. Has Vendor been declared in default of any contract? ☐ Yes ☑ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract? ☐ Yes ☑ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☑ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☑ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☑ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ☐ Yes ☑ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-school system.

Reference # 1

Organization Name: CITY OF FORT LAUDERDALE Telephone #: 954-828-5229
Contact Name: ENRIQUE SANCHES E-mail Address: esanchez@ftlauderdale.gov
Scope of Work Provided: PLAYGROUND - SHADE - POURED IN PLACE (SAFETY SURFACE)
Project Dollar Value: 241,451.90 Present Contract Status: COMPLETED Contract Dates: 09/01/2019

Reference # 2

Organization Name: ST BANABAS EPISCOPAL SCHOOL Telephone #: 386-490-5578
Contact Name: PAUL GARCIA E-mail Address: pgarcia@sbesys.org
Scope of Work Provided: PLAYGROUND - SHADE - SYNTHETIC TURF
Project Dollar Value: 96,751.36 Present Contract Status: COMPLETED Contract Dates: 01/09/2019

Reference # 3

Organization Name: ORANGE COUNTY PUBLIC SCHOOL Telephone #: 407-317-3700 OCPS 407-955-1195 CPPI
Contact Name: Yuvenny M Dilorenzo (OCPS) STEVE WILLIAM (CPPI) E-mail Address: yuvenny.dilorenzo@ocps.net / steve.williams@cppi.com
Scope of Work Provided: PLAYGROUND
Project Dollar Value: 127,000.00 Present Contract Status: COMPLETED Contract Dates: 01/25/2018

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of Bidder: TOP LINE RECREATION, INC

Identify the state in which the Bidder has its principal place of business: FLORIDA

Bidder's signature: Sonia Perlman

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a Vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:_____

_____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:_____

_____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone number of out-of-state Bidder's attorney (_____)_____

Email address of out-of-state Bidder's attorney: _____

Attorney's states of bar admission: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. 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 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 Non- procurement List.
8. 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.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name of Applicant	PR/Award Number and/or Project Name
TOP LINERECREATION, INC	MTS-906BC
Printed Name	**Title of Authorized Representative**
SONIA M PERKINS	PRESIDENT
Signature	**Date**
Sonia Perkins	02/24/2020

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).

2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.

3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.

4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.

5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.

6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.

7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:

SIGNED BY Sonia Perez TITLE PRESIDENT

COMPANY NAME TOP LINE RECREATION, INC TELEPHONE NO. 386-575-8359

ADDRESS 2922 HOWLAND BLVD - SUITE 4 DATE 02/24/2020

CITY DELTONA STATE FL ZIP CODE 32725

N/A

REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.
See previous page for full policy statement.
Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request	☐ Employee | ☐ Former Employee
Division / Department	Separation Date:
Building / Room	Telephone Extension

CHECK AND COMPLETE THE APPROPRIATE ITEM:

☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.
I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee	Date

APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval

* See reverse side for definition

The School District of Volusia County
Purchasing & Warehouse Services
3750 Olson Drive
Daytona Beach, FL 32124

Ph: 386-947-8786
Fax: 386-506-5056

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions

Employee—any individual who is presently employed by the District or whole separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— *"No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.*

Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____ TITLE PRESIDENT

COMPANY NAME: TOP LINE RECREATION, INC TELEPHONE NO.: 386-575-8359

ADDRESS: 2922 HOWLAND BLVD - SUITE 4 DATE: 02/24/2020

CITY: DELTONA STATE: FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statue 287.087 hereby certifies that

TOP LINE RECREATION, INC Does:

Name of Business

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature of Authorized Officer _____

Date 02/24/2020

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. MTS-906BC for THE SCHOOL BOARD OF VOLUSIA COUNTY.

2. This sworn statement is submitted by TOP LINE RECREATION, INC (Name of entity submitting sworn statement) whose business address is 2922 HOWLAND BLVD - SUITE 4 - DELTONA, FL 32725 and (if applicable) its Federal Employer Identification Number (FEIN) is 45-3009109. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.

3. My name is SONIA M PERKINS and my relationship to the TOP LINE RECREATION, INC (please print name of individual signing) entity name above is PRESIDENT / OWNER.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an 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.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, *means*:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. as 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

Sonia Perkins Date: 02/24/2020
(Signature)

STATE OF Florida COUNTY OF Volusia

Sonia Perkins APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally, known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this 24 day of February, 2020.

B Hubbard
NOTARY PUBLIC

BREANNA LEIGH HUBBARD
Notary Public - State of Florida
Commission # GG 185204
My Comm. Expires Feb 13, 2022
Bonded through National Notary Assn.

My commission expires: Feb 13, 2022

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 undersigned certifies, to the best of his/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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

TOP LINE RECREATION, INC

Name/Address of Organization

SONIA M PERKINS - PRESIDENT

Name /Title of Submitting Official

Signature

02/24/2020

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. **Type of Federal Action:**	2. **Status of Federal Action:**	3. **Report Type:**
( ) a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	( ) a. bid/offer/application b. initial award c. post-award	( ) a. initial filling b. material change **For Material Change Only:** year _____ quarter _____ date of last report

4. **Name and Address of Reporting Entity:**	5. **If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:**
( ) Prime ( ) Sub-awardee Tier _____ *(if known)* **Congressional District,** *if known*:	**Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CDA Number, *if applicable:* _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.	**Signature:** Sonia Perkins **Print Name:** SONIA M PERKINS **Title:** PRESIDENT **Telephone No.:** 386-575-8359 **Date:** 02-24-20

Federal Use Only:
Authorized for Local Reproduction Standard Form LLL
(Rev.7-97)

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
FACILITIES – MAINTENANCE BUILDING
DAYTONA BEACH, FLORIDA 32124

ADDENDUM #1

ITB NO.: MTS-906BC – PLAYGROUNDS AND RELATED EQUIPMENT

BID OPENING DATE & TIME: NOVEMBER 9, 2018 @ 2:00 PM

LATE BIDS WILL NOT BE CONSIDERED

Listed below are answers to questions that were received in writing prior to the question end date on October 30, 2018.

1. **Question:** Cover page of the ITB says the due date is 11/9/18; however, page 34 says the due date is 10/23/18; please advise?

   Answer: The Bid Opening Date & Time are November 9, 2018 @ 2:00 PM EDT

2. **Question:** Do you need an actual price list or just a catalog of our equipment?

   Answer: In accordance with the ITB, Section 2, Para 3, "All bidder(s) must submit an electronic copy or a weblink for all cataloged items to be used under the resulting contract with their bid submittal." "If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package". Based on this information, we simply need your catalog or link which lists your equipment.

3. **Question:** Do you want the catalog in hard copy or digital copy?

   Answer: Please refer to the answer above.

4. **Question:** I have two companies that are owned and operated by the same person. We use one company to sell products and the other company for installation services. Can I submit two bids? One for product and the other for installation services? For tax liability reasons we like to split bill the services we provide. For example, we would provide an estimate for playground equipment and another estimate for installation.

   Answer: Submitting two bid submittals is acceptable ONLY if these two companies are operating under different Federal Tax ID Numbers and/or two separate business licenses.

5. **Question:** Should playground safety surfacing be included?

   Answer: We urge all prospective vendors to provide a percentage discount for as many items listed on the Bidder's Response Sheet as possible. Playground safety surfacing material is listed on the Bidder's Response Sheet as well; therefore, if it's something that you are able to provide, please provide a percentage discount for those categories.

ADDENDUM ACKNOWLEDGEMENT

This addendum to ITB number ***MTS-906BC – Playgrounds and Related Equipment*** has been received and fully understood.

Vendor: TOP LINE RECREATION, INC **Date:** 02-24-20

Address: 2922 HOWLAND BLVD - ST 4 **Zip Code:** 32725

Phone: 386 - 575 - 8359 **Fax:** 888 - 909 - 0549

Signature: Sonia

RETURN THIS ACKNOWLEDGEMENT WITH SEALED BID BY 2:00 PM 11/9/2018.

Volusia County School Board
Purchasing Department
3750 Olson Drive
Daytona Beach, FL 32124

The School Board of Volusia County Florida Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.

Requirement (X)		Insurance Type	Required Limits
X	1	Workers' Compensation	In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
		1A Employers Liability	Limit of $500,000.00 each Incident
X	2	Commercial General Liability	$2,000,000.00 Single Limit per Occurrence with $2,000,000.00 general aggregate.
		2A Bodily Injury & Property Damage	$1,000,000.00 Single Limit per Occurrence
	3	Indemnification	

The Contractor/Vendor, in consideration of One Hundred Dollars ($100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars ($100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.

X	4	Automobile Liability	
		4A Owned/Non-Owned/Hired Automobile Included	$2,000,000.00 per Each Occurrence
X	5	Professional Liability	$1,000,000.00 per Each Occurrence
		5A Errors and Omissions	$1,000,000.00 per Each Occurrence
		5B Builder's Risk	$1,000,000.00 per Each Occurrence
	6	Employee Crime	$2,000,000.00 per Each Occurrence
	7	Cyber Liability	$5,000,000.00 Single Limit per Occurrence
	8	Pollution Legal Liability	$1,000,000.00 Each Incident, with $10,000,000.00 General Aggregate

BIDDER'S AND INSURANCE AGENT STATEMENT:
The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The 'Certificate Holder' should read as follows:
The School Board of Volusia County, Florida
200 N. Clara Ave
Deland, FL 32720

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: X YES _____ NO

Bidder Name: TOP LINE RECREATION, INC Bidder Title: PRESIDENT

Signature of Bidder Jonica Parker

TOPLI-1

OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2020

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 765-534-3152 Cooper Insurance Service, Inc Playground Book P.O. Box 638 Lapel, IN 46051 Bill Hodgkins	CONTACT NAME: Bill Hodgkins PHONE (A/C, No, Ext): 765-534-3152 FAX (A/C, No): 765-534-2067 E-MAIL ADDRESS: BillH@IRMToday.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : The Cincinnati Specialty — 13843
INSURED Top Line Recreation, Inc. 2922 Howland Blvd., Suite 3 Deltona, FL 32725	INSURER B : Markel Insurance Co
	INSURER C : Old Dominion Insurance Company — 01573
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			CSU0142752	11/21/2019	11/21/2020	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Pollution	$ 100,000
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			B1P9665Q	01/01/2020	01/01/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			EZXS3016543	11/21/2019	11/21/2020	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER VOLUSI3

The School Board of Volusia County
3750 Olson Dr.
Daytona Beach, FL 32124

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2020

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	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
FrankCrum L/C/F Topline Recreation Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 658711 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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202000000	01/01/2020	01/01/2021	X 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)

Effective 02/16/2017, coverage is for 100% of the employees of FrankCrum leased to Topline Recreation Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

The School Board of Volusia County
3750 Olson Drive
Daytona Beach, FL 32124

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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Shade systems™ INC.
4150 S.W. 19th Street • Ocala, FL 34474
Tel.: 352/237-0135 · TOLL-FREE: 1-800-609-6066 · FAX: 352/237-2256
E-mail: info@shadesystemsinc.com • Web: www.shadesystemsinc.com

February 24, 2020

To Whom It May Concern:

This letter is to confirm that Top Line Recreation, Inc. is authorized to sell and install our products in the state of Florida.

Sincerely,



Margo Talbot
Customer Service Manager

Burke®
PLAY THAT MOVES YOU™

October 31, 2019

To Whom It May Concern:

Please consider this letter verification that Top Line Recreation is the sole source provider of playground equipment, manufactured by BCI Burke Company, LLC, in the state of Florida with the exception of the following counties: Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton and Washington. They are also authorized to offer repair parts, installation products and services for this playground equipment.

Please feel free to contact me at 800-356-2070 with any questions you may have.

Sincerely,

Sincerely,

Michael Phelan
President/CEO
BCI Burke Company, LLC

Mfg. by Advantage Panels & Fence, Inc.
MyTCoat
Commercial Outdoor Furniture
www.mytcoat.com

PO Box 1790 Whitney, TX 76692 – Phone: (855) 637-9616 – Email: info@mytcoat.com

Monday, February 24, 2020

RE: Dealer Authorization –

To Whom it May Concern:

Top line Recreation is an authorized dealer/distributor/reseller and installer in good standing for the State of Florida for MyTCoat Commercial Outdoor Furniture.

If you have any questions, please contact us.

Sincerely,

Troy R Stephens
Owner
MyTCoat Commercial Outdoor Furniture.

ATHLETIC MFG. CO.

P.O. Box 1290 * #2 Industrial Drive * Salem Illinois 62881
800-851-0865 * Fax 618-548-2890 * www.americana.com

February 24th., 2020

This letter is to certify that Top Line Recreation Inc. of Deltona, FL is an authorized dealer, distributor and installer Patterson Williams products in the State of Florida.

Phil Piper

Phil Piper

Regional Sales Manager
Patterson Williams

Americana
Building Products ™



P.O. Box 1290 * #2 Industrial Drive * Salem Illinois 62881
800-851-0865 * Fax 618-548-2890 * www.americana.com

February 24th., 2020

This letter is to certify that Top Line Recreation Inc. of Deltona, FL is an authorized dealer, distributor and installer of Americana Building Products in the State of Florida.

Phil Piper

Phil Piper

Regional Sales Manager
Americana Building Products

Standard: Super durable frame finishes:

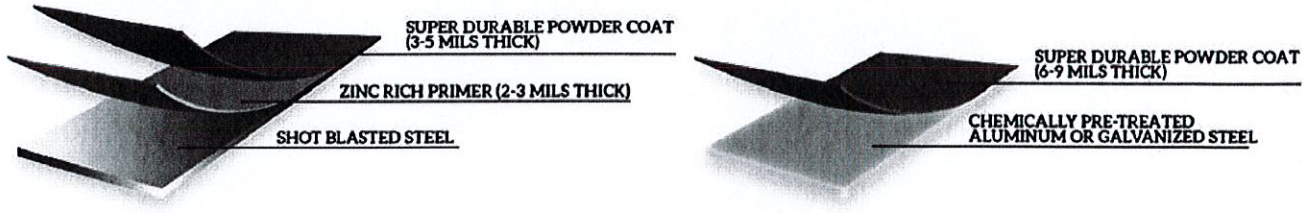
The anti-graffiti, super durable polyester TGIC finish, is a powder that is applied 6-9 mils thick then cured at 400 degrees until fused into a smooth glossy permeate coating. This coating meets AAMA 2604-2 specifications and has a much longer life expectancy than the industries standard TGIC. This anti-graffiti coating provides an outstanding finish.

The smooth glossy surface can withstand numerous cleanups with the use of our proprietary chemical cleaner without altering the finish. Paint and marker can be removed completely with only a slight reduction in gloss.

The architectural matte, super durable polyester TGIC finish, is a powder that is applied 6-9 mils thick then cured at 400 degrees into a smooth matte permeate coating. This coating meets AAMA 2604-2 specifications and has a much longer life expectancy than the industries standard TGIC.

Premium Frame Finish (up charge)

A 2-3 mil thick zinc rich primer is applied prior to a final standard color coat. This premium finish enhances the ability of your structure to combat even the harshest environments and has withstood over 1000 hours in our salt/fog test chamber. This primer prevents rust from forming and spreading in the event of nicks and scratches in the color coat, providing the ultimate in pre-finished steel structure coatings.



Warranty Terms

Lifetime Limited Warranty

Lifetime Limited Warranty on aluminum against material failure and corrosion.

25 Year Limited Warranty

25 Year Limited Warranty on steel against material failure and defects.

10 Year Limited Warranty

10 Year Limited Warranty on Solamesh Fabrics

10 Year Limited Warranty on all powder coat finishes (200 and 500 series).
With the use of Americana's 500 Series Anti-graffiti powder coat finish is guaranteed to allow removal of graffiti with virtually no change to the finish.

Americana will not be responsible for damages caused by others, building settlement, corrosion by moisture, chemical and pollution, or acts of God. Damage caused by vandalism, abnormal use, lack of maintenance, or incorrect installation will not be covered.

QUALITY MANUFACTURING SINCE 1919

PW Athletic Mfg. Co., Patterson-Williams LLC warrants its products to be free from defect in materials or workmanship during normal use and installation provided our published specification/installation instructions are followed and approved parts are used.

WARRANTY TERMS

This warranty is valid only if the product has been subjected to normal use for the purpose for which they were designed; has not been subject to vandalism, misuse, neglect, or accident; has not been subjected to addition or substitution of parts; and has not been modified or altered.

This warranty does not cover cosmetic items, for example, scratches, dents, marring, fading, discoloring, weathering, paint or decorations, normal wear and tear, or damage due to checking and warping. This warranty will not cover acts of God, incorrect installation, corrosion by moisture, chemical and pollution.

The warranty period begins on the date of invoice. It does not cover the cost of removal and/or installation warrantied of the replaced product. All claims must be accompanied by a copy of the original invoice. PW Athletic must be notified before any corrective action is taken and reserves the right to determine whether claims will be fulfilled by replacement or other means. Replacement parts are guaranteed for the remainder of the original warranty period.

LIFETIME LIMITED WARRANTY:
On all stationary basketball posts, all backboards and all basketball goals and aluminum materials against material failure and corrosion.

50 YEAR LIMITED WARRANTY:
On Polytuf™ Recycled Plastic Lumber against rot, splinter, decay or structural damage directly from termites or fungal decay under normal use.

10 YEAR LIMITED WARRANTY:
On bike racks, volleyball standards, standard tennis posts, soccer goals, foul ball poles, football goalposts, backstop frames, steel bench frames, table frames, litter receptacle frames, ash receptacles, and park bollards. On all powder coat finishes. With the use of approved cleaning methods, the 500 series colors are guaranteed to allow removal of graffiti with virtually no change to the finish.

5 YEAR LIMITED WARRANTY:
On all grills against material failure. Damage caused from excessive fires and improper maintenance or cleaning is not covered.

3 YEAR LIMITED WARRANTY:
On Basketball Targets & Perimeters and all other PW products not listed, including all hardware.

1 YEAR LIMITED WARRANTY:
On Model 1590 adjustable basketball posts, HD Tennis Posts, and all nets and protective pads.

TERMS OF SALE

Standard terms of payment are net 30-days from factory ship date for all publicly funded schools, park districts, municipalities and other publicly funded institutions. All others are 50% down, with balance required before shipment. A monthly finance charge of 1-1/2% per month will apply to all past due accounts. We accept Mastercard and Visa.

Please check your shipment carefully at time of delivery for possible damage or shortages. Although we take extra care to ensure your order is packed complete, items may become lost in transit. Check the Bill of Lading and Packing List at the time of delivery by the freight company for accuracy and/or possible shipping damage, and please call your local PW dealer immediately to assist with any questions or subsequent freight claims.

During the year, our engineering team finds new ways to improve our product designs. Rather than make our customers wait until year's end and a new catalog to make these improvements, we do reserve the right to change product specifications without notice.

Orders for custom or modified equipment require 50% down and cannot be cancelled. Returns on any product will need to be authorized by PW and assigned an RGA number prior to shipment. A 20% restocking charge will apply on returned goods. Any questions concerning our terms or warranties can be directed to your local PW dealer or by contacting the PW customer service department at 1-800-687-5768.

The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jan 29, 2019 - Agenda - The School Board of Volusia County, Florida
Category	12. Consent-Operations Services-Purchasing
Subject	12.02 ITB: No. MTS-906BC, Playgrounds and Related Equipment
Access	Public
Type	Action (Consent)
Preferred Date	Jan 29, 2019
Absolute Date	Jan 29, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	Varies
Recommended Action	The superintendent recommends approval of ITB No. MTS-906BC, Playgrounds and Related Equipment.
Goals	Focus Area 6-Operations/Infrastructure

Public Content

BACKGROUND:
This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:
Maria Kraft, Coordinator, Purchasing and Warehouse Services

1-29-19 BOARD - MTS-906BC - Playgrounds and Related Equipment.pdf (1,306 KB)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Ruben Colon.
Final Resolution: Motion Carries
Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

ITB FOR BOARD APPROVAL

NAME OF ITB	ITB NUMBER	EST. ANNUAL EXPENDITURE	CONTRACT PERIOD	AWARDED VENDOR(S)	COMMENTS
Playgrounds & Related Equipment	MTS-906BC	Varies	2/1/2019 - 1/31/2022	1. Advanced Recreational Concepts, Melbourne, FL 2. Creative Shade Solutions, Inc., Tarpon Springs, FL 3. GameTime, Longwood, FL 4. Kompan, Inc., Austin, TX 5. Miller Recreation Equipment + Design, Inc., Bradenton, FL 6. Parkwarehouse, LLC, Boca Raton, FL 7. Playmore West, Inc., Fort Meyers, FL 8. Playspace Services, Melbourne, FL 9. Legacy Construction Services Group, Inc. DBA ProPlagrounds, Tallahassee, FL 10. Shade Systems, Inc., Ocala, FL 11. Swartz Associates, Inc., Naples, FL	This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playgrounds and Related Equipment and/or Services District-wide on an as-needed basis.

SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD APPROVED
JAN 29, 2019
DeLAND, FLORIDA

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Vendor Info	Note Codes	Playground Design & Layout Services	Grading and Site Prep Services	Playground Equipment	Playground Equipment Installation	Surfacing Materials	Surfacing Materials Installation	Shade Structures	Shade Structure Installation	Picnic Tables	Picnic Table Installation	Park Benches	Park Bench Installation	Trash Receptacles	Trash Receptacle Installation	Miscellaneous Playground Equipment	Misc. Playground Equipment Installation	Miscellaneous Repair Services	Miscellaneous Repair Parts	Other	Other	Other	Other
Advanced Recreational Concepts, Melbourne, FL	*	1%	1%	2%	1%	5%	5%	5%	1%	2%	1%	2%	1%	2%	1%	3%	1%	5%	5%	5% Shelters	1% Shelter Install	5% Mulch	0%
Creative Shade Solutions, Inc, Tarpon Springs, FL	*	0%	0%	0%	0%	0%	0%	5%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
GameTime, Longwood, FL	*	100%	0%	10%	0%	5%	0%	3%	0%	3%	0%	3%	0%	3%	0%	3%	0%	0%	0%	0%	0%	0%	0%
Komplan, Inc., Austin, TX	*	100%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	4%	9%	0%	0%	0%	0%
Miller Recreation Equipment + Design, Inc., Bradenton, FL	*	100%	0%	Varies	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	1%	0%	5% Bike Racks	5% B-Ball Goals	5% Rubber Surfacing	5% Shelters
Parkwarehouse, LLC, Boca Raton, FL	*	0%	0%	10%	0%	0%	0%	10%	10%	10%	0%	10%	0%	10%	0%	10%	0%	0%	5%	0%	0%	0%	0%
Playmore West, Inc., Fort Meyers, FL	*	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5% Outdoor Fitness	5% Outdoor Fitness Install	0%	0%

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Playspace Services, Melbourne, FL	*	1%	1%	Varies	1%	5%	5%	Varies	1%	Varies	1%	Varies	1%	Varies	1%	Varies	3%	5%	5%	1% Shelter Install	1% Court/ Field Equip Install	1% Outdoor Musical Install	0%
Legacy Construction Services Group, Inc. DBA ProPlaygrounds, Tallahassee, FL	*	10%	10%	10%	10%	5%	5%	5%	5%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	0%	0%	0%	0%
Shade Systems, Inc., Ocala, FL	*	0%	0%	0%	0%	0%	0%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Swartz Associates, Inc., Naples, FL	*	100%	0%	5%	30%	Varies	50%	2%	0%	5%	30%	5%	30%	5%	30%	7%	30%	0%	0%	7% Frog Site Furnish-ings	5% Kay Park Furish-ings	5% Ultrasite Site Furnish-ings	0%

Note Codes:
* - Recommended to Award

ITB Sent to: 3157
Response Received From: 11
"No Bid" Responses Received From: 4

Purchasing Department Approval: _____ Date: 12/6/2018

This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, December 7th, 2018 until 4:00 P.M., Wednesday, December 12th, 2018. Vendors are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statues. Offers from the Vendors listed herein are the only offers received timely as of 2:00 P.M., November 9th, 2018. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mr. Ruben Colón
Mr. Carl Persis

Scott Fritz, Ed.D.
Superintendent of Schools

November 1, 2021

Top Line Recreation, Inc.
soniap@toplinerec.com
2922 Howland Blvd, Suite 3
Deltona, FL 32725

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2022 to 01/31/2023

To whom it may concern:

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2022. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2022 and end on January 31, 2023.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email me the form directly to bjclem@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email *no later than* **Wednesday, November 3, 2021**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Brian J. Clem Digitally signed by Brian J. Clem Date: 2021.11.01 16:19:43 -04'00'

Brian Clem, CPPB, DAWIA Level II
Supervisor, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Sonia Perkins Signature	Signature
11-02-2021 Date	Date
SONIA M PERKINS Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

An Equal Opportunity Employer

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

Dr. Carmen Balgobin
Superintendent of Schools

October 18, 2022

Top Line Recreation, Inc.
soniap@toplinerec.com
2922 Howland Blvd, Suite 3
Deltona, FL 32725

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2023 to 01/31/2024

Dear Ms. Perkins,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2023. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2023 and end on January 31, 2024.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at cceshelm@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Friday, November 4, 2022**.

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Crystal Eshelman
Crystal Eshelman
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Sonia Perkins Signature	Signature
10-19-2022 Date	Date
SONIA M PERKINS - PRESIDENT Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

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VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chair
Mrs. Anita Burnette, Vice Chair
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen Balgobin
Superintendent of Schools

December 4, 2023

Top Line Recreation, Inc.
soniap@toplinerec.com
2922 Howland Blvd, Suite 3
Deltona, FL 32725

RE: BID # MTS-906BC
ITB NAME: PLAYGROUNDS & RELATED EQUIPMENT
Renewal Effective: 02/01/2024 to 01/31/2025

Dear Ms. Perkins,

Please be advised the above-mentioned ITB for Playgrounds & Related Equipment is due to expire January 31, 2024. We have been more than happy with your performance and would like to renew for another contract period with your consent to the same terms and conditions as submitted on the original bid response. The renewed contract period will begin on February 1, 2024 and end on January 31, 2025.

Please sign below or have an authorized representative sign indicating your company's intentions. Please email the form directly to me at ceduncan@volusia.k12.fl.us as this will help to expedite the renewal process. Please return the signed form by email no later than **Monday, December 11, 2023.**

Thank you for your cooperation and continued interest in Volusia County Schools.

Sincerely,

Cheryl Duncan

Cheryl Duncan
Buyer, Purchasing Department

I **AGREE** to the renewal of MTS-906BC.	I **DO NOT AGREE** to the renewal of MTS-906BC.
Sonia Perkins Signature	Signature
12-04-2024 Date	Date
SONIA PERKINS - PRESIDENT Type/Printed Name of Above	Type/Printed Name of Above

P.O. BOX 2118
200 NORTH CLARA AVE
DELAND, FL 32720
(386) 734-7190 · (386) 255-6475

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

Dr. Carmen J. Balgobin
Superintendent of Schools

October 25, 2024

Top Line Recreation, Inc.
soniap@toplinerec.com

RE: CONTRACT NO. MTS-906BC
CONTRACT NAME: PLAYGROUNDS & RELATED EQUIPMENT
Extension Effective: February 1, 2025 – July 31, 2025

To Whom It May Concern:

Please be advised that the above-mentioned contract for PLAYGROUNDS & RELATED EQUIPMENT is due to expire January 31, 2024. With your consent, we would like to extend the above-mentioned contract for no longer than six months or until the School Board of Volusia County has awarded a new contract, whichever occurs earlier. The extension would be effective from February 1, 2025, and would expire no later than July 31, 2025. This extension is in compliance with Florida Statute 287.058(13).

Please have an authorized representative sign below indicating your company's intentions to renew the contract. Please email this signed letter directly to me at jldeveau@volusia.k12.fl.us as this will help expedite the extension process. The signed letter should be emailed to me no later than **Wednesday, November 6, 2024,** in order to meet our School Board meeting deadline.

Thank you for your partnership and continued interest in Volusia County Schools.

Sincerely,

Jennifer Deveaux

Jennifer Deveaux, Buyer
Procurement Department

The School Board of Volusia County DeLand, FL	**Top Line Recreation, Inc. Deltona, FL**
	Sonia M Perkins Digitally signed by Sonia Perkins Date: 2024.10.28 11:07:43 -04'00'
Signature Date	Signature Date
Ms. Jamie M. Haynes, Chair Printed Name & Title	SONIA M PERKINS -PRESIDENT Printed Name & Title
	Terry Perkins Digitally signed by Terry Perkins Date: 2024.10.28 11:13:14 -04'00'
Signature Date	Signature Date
Dr. Carmen J. Balgobin, Superintendent Printed Name & Title	TERRY R PERKINS - VP Printed Name & Title

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Police Department

ITEM #15: Approve the purchase of Fifteen (15) Police Department Vehicles via the cooperative purchasing agreement with the Sheriffs' Association & Florida Association of Counties

SUMMARY: The Police Department needs to purchase vehicles to support the daily operational policing services and activities that are provided for our community. Staff recommends the Village purchase the vehicles form the Sheriffs Association & Florida Association of Counties contract to ensure the lowest possible price. The Sheriffs' Association & Florida Association of Counties contract is a cooperative contract wherein awards are made to vendors through a competitive selection process – Pursuit, Administrative and Other Vehicles (Bid #FSA24-VEH32.0 – October 1, 2024). The term of the contract expires on September 30, 2025. A copy of the Sheriff's Notice of Final Award Pursuit/Administrative vehicles is on file in the Clerk's Office.

Within the FY 2025 budget Account #1229-56400, the Village Council approved $726,000.00 to be used for the purchase of police vehicles. The Police Department requests to purchase the following:

- Eight (8) 2025 Ford Police Interceptor marked vehicles for $352,928.00 ($44,116.00 per vehicle) from Garber Chevrolet
- One (1) 2025 Chevrolet Equinox unmarked vehicle for $28,363.00 from Garber Chevrolet
- Two (2) 2025 Nissan Altima unmarked vehicles for $52,965.80 ($26,482.90 per vehicle) from DeLand Nissan
- Three (3) 2025 Ford Explorer unmarked vehicles for $112,923.00 ($37,641.00 per vehicle) from Duval Ford
- One (1) 2025 Ford Maverick unmarked vehicle for $24,847.00 from Duval Ford

The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed.

The Village's Purchasing Code, Section 58-8. – Cooperative Purchasing, provides that the Village may make purchases from cooperative agreements which involved the competitive selection of awardees for various goods and services. The Florida Sheriffs Association (FSA) in partnership with the Florida Association of Counties and Florida Fire Chiefs Association offer a statewide purchasing contract for local governments including municipalities and their police agencies. The Cooperative Purchasing Program within FSA has existed since 1993 and continues to provide streamline purchasing for local governments and their subsidiaries. This purchase may be made by Village issued Purchase Order.

FISCAL IMPACT:
Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund

Allocated/Estimated Project Funding: Amount FY 2025 Approved Budget - Vehicles - General Fund

$726,000.00 FY 2025 the total vehicle purchase costs will be $575,026.80 for the purchase of fifteen (15) vehicles: seven (7) unmarked and eight (8) marked vehicles. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Sheriff's Contract Terms and Conditions 2024-2025
2. Garber 2025 Ford Police Interceptor Specs
3. Garber 2025 Ford Police Interceptor Quote
4. Garber 2025 Chevrolet Equinox Specs
5. Garber 2025 Chevrolet Equinox Quote
6. Duval 2025 Ford Explorer Specs
7. Duval 2025 Ford Explorer Quote
8. Duval 2025 Ford Maverick Specs
9. Duval 2025 Ford Maverick Quote
10. Deland 2025 Nissan Altima Specs
11. Deland 2025 Nissan Altima Quote

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA24-VEL32.0: Pursuit, Administrative, and Other Vehicles

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA24-VEL32.0 Pursuit, Administrative and Other Vehicles shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2024, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this

solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the manufacturer produced products.

G. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualifications Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the

bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and FSA Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and

- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid

in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.25, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of ~~a~~ termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Sunbiz
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications:
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award
- W-9 Form

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;

- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without thirty (30) calendar days' written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the termination thereof. If Bidder does not meet the insurance requirements, the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the FSA Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but

not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Bid Price for each item bid by zone, as defined in Section 2.10
- Percent for each item bid by zone, as defined in Section 2.11
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms & Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these Terms & Conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the

terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2024 – September 30, 2025

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

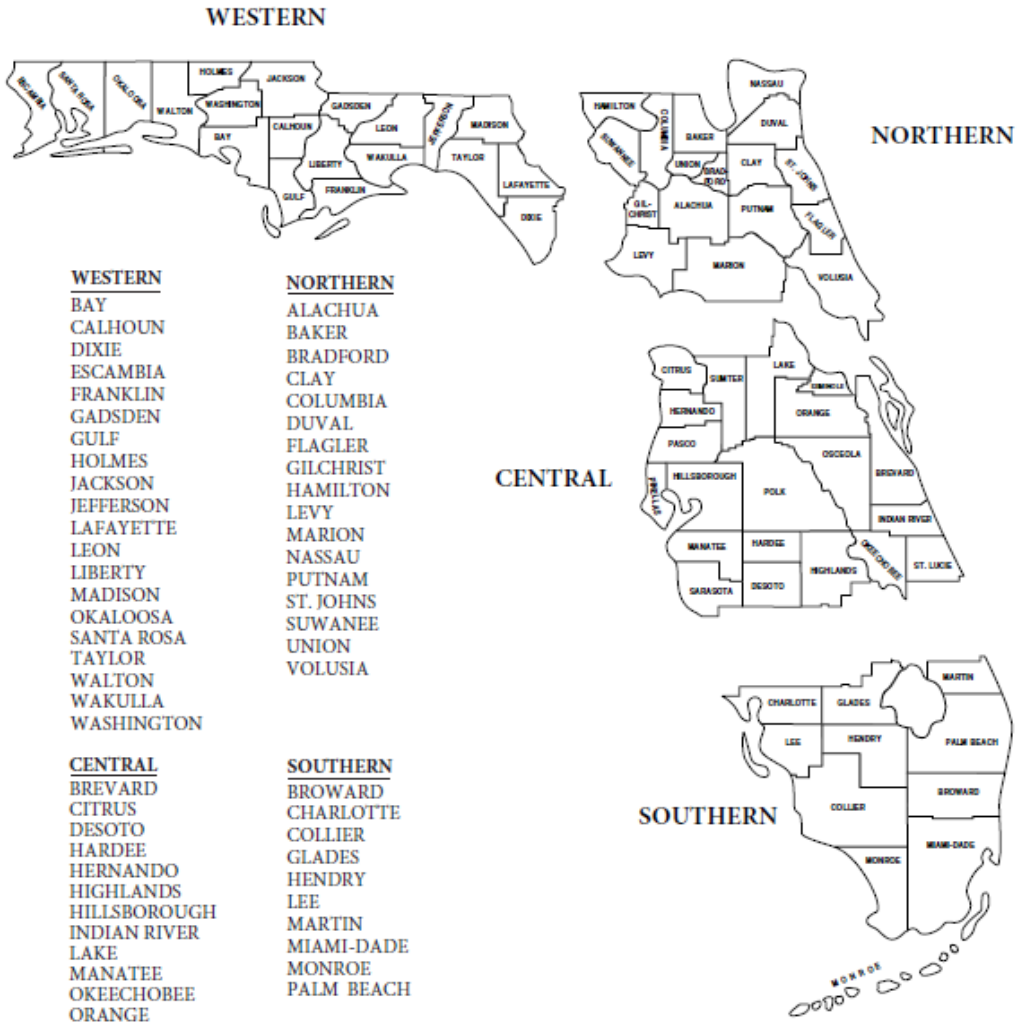
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN	NORTHERN	CENTRAL	SOUTHERN
BAY	ALACHUA	BREVARD	BROWARD
CALHOUN	BAKER	CITRUS	CHARLOTTE
DIXIE	BRADFORD	DESOTO	COLLIER
ESCAMBIA	CLAY	HARDEE	GLADES
FRANKLIN	COLUMBIA	HERNANDO	HENDRY
GADSDEN	DUVAL	HIGHLANDS	LEE
GULF	FLAGLER	HILLSBOROUGH	MARTIN
HOLMES	GILCHRIST	INDIAN RIVER	MIAMI-DADE
JACKSON	HAMILTON	LAKE	MONROE
JEFFERSON	LEVY	MANATEE	PALM BEACH
LAFAYETTE	MARION	OKEECHOBEE	
LEON	NASSAU	ORANGE	
LIBERTY	PUTNAM	OSCEOLA	
MADISON	ST. JOHNS	PASCO	
OKALOOSA	SUWANEE	PINELLAS	
SANTA ROSA	UNION	POLK	
TAYLOR	VOLUSIA	ST. LUCIE	
WALTON		SARASOTA	
WAKULLA		SEMINOLE	
WASHINGTON		SUMTER	

v.10_2015

Appendix B. Bid Calendar

FSA24-VEL32.0 Bid Calendar	Date
Bid Announcement	4/1/2024
Voluntary Interested Bidder Workshop FSA24-VEL32.0	6/12/2024
New Items & Specifications Submissions Due	6/20/2024
Mandatory Pre-Bid FSA24-VEL32.0	7/10/2024
Requests for Clarifications Due to FSA	7/17/2024
FSA Response to Requests for Clarifications	7/24/2024
VendorLink Bidder Training Session	7/18/2024
Bid System Opens	7/29/2024
Cone of Silence	7/29/2024 - 9/3/2024
Bid Submissions Due	8/31/2024 (11:59:59 pm)
Bid Tabulations Posted	9/3/2024
Public Bid Opening	9/3/2024
Bid Evaluations	9/9/24 - 9/13/24
Intent To Award	9/16/2024
Final Award	10/1/2024

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD



Dealership Information

GARBER FORD INC

Prepared By:

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$49,515.00
Total Options	($1,930.00)
Vehicle Subtotal	$47,585.00
Destination Charge	$1,595.00
Grand Total	**$49,180.00**

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Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	N/A
Rear Gross Axle Weight Rating:	N/A
Gross Vehicle Weight Rating:	6465.00 lbs

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Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	44U
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	None
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	99B	Engine Type	Regular Unleaded V-6
Displacement	3.3 L/204	Fuel System	Gasoline Direct Injection
SAE Net Horsepower @ RPM	285 @ 6500	SAE Net Torque @ RPM	260 @ 4000
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	730
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

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Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	5090 lbs	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	N/A
As Spec'd Payload	N/A	Maximum Payload Capacity	N/A
Gross Combined Wt Rating	N/A	Gross Axle Weight Rating	N/A
Curb Weight	N/A	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	6465.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	5000 lbs	Wt Distributing Hitch - Max Tongue Wt.	500 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	5000 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Data Version: 23112. Data Updated: Aug 4, 2024 6:41:00 PM PDT.

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Chassis

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	Independent	Axle Type - Rear	Independent
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P255/60WR18
Rear Tire Size	P255/60WR18	Spare Tire Size	Full-Size
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	18 X 8 in	Rear Wheel Size	18 X 8 in
Spare Wheel Size	Full-Size in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Chassis

Brakes

Rear Drum Diam x Width	N/A

Fuel Tank

Fuel Tank Capacity, Approx	21.4 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Front Head Room	40.7 in
Front Leg Room	43 in	Front Shoulder Room	61.8 in
Front Hip Room	59.3 in	Second Head Room	40.4 in
Second Leg Room	40.7 in	Second Shoulder Room	61.3 in
Second Hip Room	59.1 in		

Exterior Dimensions

Wheelbase	119.1 in	Length, Overall w/rear bumper	N/A
Length, Overall	198.8 in	Width, Max w/o mirrors	82.6 in
Height, Overall	69.3 in	Track Width, Front	66.9 in
Track Width, Rear	66.9 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Min Ground Clearance	7.6 in
Body Length	0.00 ft	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	30.9 in
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	46.2 in
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Box Width @ Top, Rear	N/A

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Width @ Beltline	47.9 in	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Cargo Volume to Seat 1	90.3 ft³	Cargo Volume to Seat 2	52 ft³
Cargo Volume to Seat 3	52 ft³	Ext'd Cab Cargo Volume	N/A

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Driver Selectable Mode and Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	92-Amp/Hr 850CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1670# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion (li-Ion) Traction Battery
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior	
	Full-Size Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan and Speed Compensated Volume Control
	Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
	SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	8-Way Driver Seat

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Interior	
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Remote Keyless Entry
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way power lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Fleet Telematics Modem Tracker System
	Dashboard Storage, Driver And Passenger Door Bins

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior	
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Perimeter Alarm
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos
	Reverse Sensing System Rear Parking Sensors
	BLIS (Blind Spot Information System) Blind Spot
	Pre-Collision Assist with Pedestrian Detection
	Collision Mitigation-Front
	Collision Mitigation-Rear
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Safety-Interior	
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD MSRP:$49,515.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD	$49,515.00
	OPTIONS	
44U	Transmission: 10-Speed Automatic (44U)	$0.00
500A	Order Code 500A	$0.00
51R	Driver Only LED Bulb Spot Lamp (Unity)	$400.00
99B	Engine: 3.3L V6 Direct-Injection	($2,330.00)
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	$0.00
YZ	Oxford White	$0.00
___	3.73 Axle Ratio	$0.00
	SUBTOTAL	**$47,585.00**
	Adjustments Total	$0.00
	Destination Charge	$1,595.00
	TOTAL PRICE	**$49,180.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

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Palm Springs Police Dept

Specification #	205
Unit Description	K8A

Prepared for:	Prepared by:
10/24/2024	***Garber Ford, Inc.***
Palm Springs Police Dept	Ryan Davis
Attn: Katelyn Niskanen	*(904) 264-2442 ext.2350 FAX: (904) 284-0054*
kniskanen@vpsfl.org	*3380 Hwy 17 Green Cove Springs, FL 32043*
561-584-8300 Ext: 8513	rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

				Base Price
K8A	2025 Ford Police Interceptor Utility AWD Gas			$43,959.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
500A	Order Code 500A	Included		$0.00
99B	Engine: 3.3L V6 Direct-Injection	Included		$0.00
44U	Transmission: 10-Speed Automatic	Included		$0.00
UM	Agate Black	Included		$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included		$0.00
153	Front License Plate Bracket	Included		$0.00
51R	Driver Only LED Bulb Spot Lamp (Unity)	Included		$0.00
52P	Hidden Door-Lock Plunger -inc: Rear-Door Controls Inoperable,	160.00	(3.00)	$157.00
	Locks, handles and windows			
STD	Fade-To-Off Interior Lighting	Included		$0.00
STD	Keyless Entry with 4-Keys and Fobs	Included		$0.00
STD	Reverse Sensing System Rear Parking Sensors	Included		$0.00
DEL	Delivery	Included		$0.00

TOTAL PURCHASE AMOUNT PER VEHICLE	***$ 44,116.00***
TOTAL x8 VEHICLES	***$ 352,928.00***

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT



Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1PT26	2025 Chevrolet Equinox AWD 4dr LT w/2LT	$30,600.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	$0.00
NTB	Emissions, Federal	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MGH	Transmission, 8-speed automatic (STD)	$0.00

AXLE

CODE	DESCRIPTION	MSRP
FHB	Axle, 3.47 final drive ratio (AWD only.)	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group includes standard equipment	$0.00

WHEELS

CODE	DESCRIPTION	MSRP
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)	$0.00

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

TIRES

CODE	DESCRIPTION	MSRP
RJS	Tires, 235/65R17, all-season blackwall (STD)	$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
EKV	Black, Cloth seat trim	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
CWN	Safety and Technology Package includes (DRZ) Rear Camera Mirror, (T3U) front fog lamps, (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision and (UVX) Traffic Sign Recognition. (Option required to order at start of production.)	$1,085.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
CWA	Rear Camera Mirror Washer (Included and only available with (DRZ) Rear Camera Mirror.)	Inc.
T3U	Fog lamps, front (Included and only available with (CWN) Safety and Technology Package.)	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
DRZ	Rear Camera Mirror (Included and only available with (CWN) Safety and Technology Package.)	Inc.

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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKK	Rear Pedestrian Alert (Included and only available with (CWN) Safety and Technology Package.)	Inc.
UV2	HD Surround Vision (Included and only available with (CWN) Safety and Technology Package.)	Inc.
UVX	Traffic Sign Recognition (Included and only available with (CWN) Safety and Technology Package.)	Inc.
	Options Total	**$1,085.00**

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$30,600.00
Total Options	$1,085.00
Vehicle Subtotal	$31,685.00
Destination Charge	$1,395.00
Grand Total	**$33,080.00**

Standard Equipment

Package

Convenience Package I includes (BTV) Remote Start, (DAE) illuminated visor vanity mirrors, (KA1) driver and front passenger heated seats, (KI3) heated steering wheel and (WLM) remote express-up/-down driver and express-down all passengers

Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, Following Distance Indicator, (UEU) Forward Collision Alert and IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard Front Pedestrian and Bicyclist Braking.)

Mechanical

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, 8-speed automatic (STD)

Axle, 3.47 final drive ratio (AWD only.)

Fuel, gasoline, E15

Automatic Stop/Start

All-wheel drive

Suspension, front MacPherson strut

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Mechanical	
	Suspension, rear 4-link
	Battery, 70AH, 12V, 760 cold-cranking amps
	Alternator, 130 amps
	GVWR, 4850 lbs. (2200 kg) (AWD only.)
	Brake, automatic vehicle hold
	Brakes, 16" front sliding caliper disc, 16" rear sliding caliper disc
	Brake lining wear indicator
	Brake rotor, FNC
	Exhaust, turned down, hidden
	Mechanical jack with tools
Exterior	
	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD)
	Tires, 235/65R17, all-season blackwall (STD)
	Wheel, compact spare 17" (43.2 cm) steel
	Tire, compact spare, T125/70R17, blackwall
	Shutters, front upper and lower grille, active
	Headlamps, LED
	IntelliBeam, automatic high beam on/off
	Tail lamps, LED
	Glass, deep-tinted, rear
	Window, rear side, solar absorbing, privacy tinting
	Mirror caps, body-color
	Mirrors, outside heated power-adjustable, manual-folding
	Liftgate, rear manual
Entertainment	
	Audio system feature, standard speaker system
	Infotainment, High
	SiriusXM Trial Subscription (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)

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Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Entertainment	
	5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Wireless Apple CarPlay/Wireless Android Auto
	Google Automotive Services capable
	Noise control system, active noise cancellation
	USB Ports, 2 type-C located on back of center console, charge only
	USB Ports, 2, one type-A and one type-C data/charge, located in the front area of the center console
Interior	
	Seats, front bucket (STD)
	Seat trim, Cloth
	Seats, heated driver and front passenger
	Seat adjuster, driver 6-way manual
	Seat adjuster, front passenger 4-way manual
	Headrest, rear center
	Armrest, rear center, fold-down with 2 cupholders
	Floor mats, carpeted rear
	Steering wheel, 3-spoke
	Steering wheel, heated, automatic
	Steering column, tilt and telescoping
	Speedometer, miles/kilometers
	Driver Information Center 11" diagonal Driver Information Center
	Display, AOS occupant sensing
	11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones
	Vehicle health management
	Windows, remote express-up/-down driver and express-down all passengers
	Keyless Open and Start
	Remote Start
	Adaptive Cruise Control
	Remote panic alarm

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Interior	
	Air conditioning, single-zone
	Defogger, rear-window electric
	Air filter, pollutant
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, covered
	Map pocket, driver seatback
	Map pocket, front passenger seatback
	Cargo mat, load floor
	Power outlet, cargo area auxiliary, 12-volt
Safety-Mechanical	
	Enhanced Automatic Emergency Braking
	Intersection Automatic Emergency Braking intersection alert, braking
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag
	Airbag, Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar One Essentials (OnStar One Business Essentials for Fleet) Drive confidently with core OnStar services including select mobile app commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar One Essentials includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. Fleet customers get select remote commands through OnStar Vehicle Insights. For MY25 vehicles, OnStar One Essentials is standard for 8 years; services may require an OnStar paid plan to continue thereafter. See OnStar.com for service descriptions and terms.)
	Rear Park Assist
	HD Rear Vision Camera
	Forward Collision Alert
	Following distance indicator
	Front Pedestrian and Bicyclist Braking
	Rear Cross Traffic Braking

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.

Vehicle: [Fleet] 2025 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (Complete)

Safety-Interior	
	Reverse Automatic Braking
	Blind Zone Steering Assist
	Lane Keep Assist with Lane Departure Warning, enhanced
	Side Bicyclist Alert
	Occupant Presence Detection, front and rear
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	Safety Alert Seat
	Seat Belt Adjustable Guide Loops
	Rear Seat Reminder

WARRANTY	
	Warranty Note: <<< Preliminary 2025 Warranty >>> Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Corrosion Years (Rust-Through): 6 Corrosion Years: 3 Corrosion Miles/km (Rust-Through): 100,000 Corrosion Miles/km: 36,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000 Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 23079. Data Updated: Jul 31, 2024 6:43:00 PM PDT.

Palm Springs Police Dept

Specification #	217
Unit Description	1PT26

Prepared for:	Prepared by:
10/31/2024	***Garber Chevrolet Buick GMC***
Palm Springs Police Dept	Ryan Davis
Attn: Katelyn Niskanen	*(904) 264-2442 ext.2350 FAX: (904) 284-0054*
kniskanen@vpsfl.org	*3340 Hwy 17 Green Cove Springs Fl, 32043*
561-584-8300 Ext: 8513	rdavis@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

				Base Price
1PT26	2025 Chevrolet Equinox FWD 4dr LT w/1LT			$28,357.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
1LT	LT Preferred Equipment Group	Included		$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	Included		$0.00
MRQ	Transmission, Continuously Variable (CVT)	Included		$0.00
GXD	Sterling Gray Metallic	Included		$0.00
H9F	Black, Evotex seat trim	Included		$0.00
TTAG	Temporary Tag	6.00		$6.00
DEL	Delivery	Included		$0.00



Item 221 Explorer Active RWD K7D Duval Ford Base Vehicle

CNGP530 VEHICLE ORDER CONFIRMATION 08/06/24 13:42:41
==> _____ _____ Dealer: F24081
2025 EXPLORER 4-DOOR Page: 1 of 1
Order No: 0505 Priority: K2 Ord FIN: QE065 Order Type: 5B Price Level: 535
Ord Code: 200A Cust/Flt Name: FSA PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
K7D	4DR RWD ACTIVE	$39755	$38165.00	B4A	NET INV FLT OPT	NC	$7.00
	.119" WHEELBASE				DEST AND DELIV	1595	1595.00
YZ	OXFORD WHITE			TOTAL	BASE AND OPTIONS	41350	37391.08
8	UNIQUE CLOTH			TOTAL		41350	37391.08
H	SPACE GRAY			*THIS IS NOT AN INVOICE*			
200A	EQUIP GRP						
	.18" PNTD ALUM						
99H	.2.3L ECOBOOST	NC	NC				
44T	.10SPD AUTO TRAN	NC	NC				
	.P255/65R18 A/S						
	FLEET SPCL ADJ	NC	(495.00)				
425	50 STATE EMISS	NC	NC				
	SP DLR ACCT ADJ		(795.00)				
	SP FLT ACCT CR		(1093.00)				
	FUEL CHARGE		7.08				

STANDARD EQUIPMENT

The following features are standard on the 2025MY Explorer:

MECHANICAL

- Electric Parking Brake with Auto Hold
- Engine – 2.3L EcoBoost® I-4 with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS), Electric Brake Boost and ESC
- Standard-Duty Front and Rear Brake Calipers
- Transmission – 10-Speed Automatic

EXTERIOR

- 18.6 Gallon Tank
- Active Grille Shutters
- Black – Molded-in-Color
  - — Liftgate Scuff
  - — Wheellip Molding
- Body-Color
  - — Bumpers, Front and Rear (Body-Color Upper, Black Lower)
  - — Rear Spoiler
- Class III Trailer Tow Package
- Configurable Daytime Running Lamps (DRL) (Activates LED Low Beam Headlamps with Courtesy Delay)
- Door Handles – Body-Color
- Easy Fuel® Capless Fuel Filler
- Front Air Curtain
- Grille – Black Mesh Insert with Chrome Bars
- LED Taillamps with Amber Turn Signals
- Lower Bodyside Cladding – Black with Chrome Accent
- Power Liftgate
- Privacy Glass – Second Row, Third Row and Liftgate
- Rear Bumper Step Pad – Molded-In-Color Black
- Roof-Mounted Antenna
- Roof-Rack Side Rails – Black
- Tires
  - — P255/65R18 All-Season (A/S) BSW
  - — Mini Spare
- Wheels – 18" Sparkle Silver-Painted Aluminum
- Wipers
  - — Windshield – Variable Intermittent/Continuous
  - — Rear Window – Single-Speed Intermittent/Continuous

INTERIOR/COMFORT

- Beverage Holders (10) – Front Row, four (4), Second Row, four (4), Third Row, two (2)
- Center Floor Console – Front
  - — Armrest
  - — Storage Bin
- Climate Control
  - — Tri-Zone Electronic Temperature Control
  - — Cabin Particulate Air Filter
  - — Rear Auxiliary Controls
- Door-Sill Scuff Plates, Front and Rear – Black Molded-in-Color (MIC), embossed with “EXPLORER”
- Driver and Front Passenger Seat Back Map Pockets
- Driver’s Side Footrest
- Floor Mats – Black Carpet, Front and Second Rows
- Grab Handles – Front-Passenger; Second Row – two (2), includes Coat Hooks
- Illuminated Visor Vanity Mirrors (Driver and Front Passenger)
- Instrument Panel Cluster
  - — 12.3" Color LCD Productivity Screen
  - — Message Center
  - — Outside Temperature Display
  - — Trip Computer

INTERIOR/COMFORT (continued)

- Lighting
  - — Front Overhead Console Mounted Map Lights
  - — Illuminated Entry System
  - — Rear Cargo Area Light
  - — Second and Third Row Dome Lights
- Overhead Console with Sunglasses Storage
- Powerpoints (12V) – three (3)
  - — Front row; one (1) in Media Hub, one (1) in center console
  - — Second row; one (1) in rear section of center console
  - — Rear Cargo Area; one (1)
- Rotary Gear Shift Dial
- Seats (Refer to the Color & Trim Availability section for additional information)
  - — Unique Cloth
  - — Front Captain’s Chairs
  - — 10-way Power Driver’s
  - — 4-way Power Passenger
  - — First Row Heated Seats
  - — Second Row 35/30/35 Bench with E-Z Entry[1] and Armrests
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel with Mounted Features
  - — 5-Way Controls
  - — Audio Controls
  - — Cruise Controls
- Windows, Power – Front and Rear. Front Row One-Touch-Up/Down Feature (door mounted controls).

[1] E-Z Entry is manually activated

★ = New for this model year

STANDARD EQUIPMENT

SAFETY/SECURITY

- AdvanceTrac™ with RSC® (Roll Stability Control™)
- Airbags
  - — First Row: Driver and Passenger Dual-Stage Front, Front-seat Side and Driver/Passenger Knee
  - — All Rows: Safety Canopy® Side-Curtain with Rollover Sensor
- Center High-Mounted Stop Lamp (CHMSL)
- Curve Control
- Day/Night Rearview Mirror – Manually Adjustable
- Door Locks, Power
  - — Auto lock/Auto unlock
  - — Child-Safety Rear
- Head Restraints
  - — Two-Way Manually Adjustable (Up/Down) – All Rows. Second Row Center Head Restraint is fixed position.
- Headlamps
  - — LED Low and High Beams with Courtesy Delay
  - — Wiper-Activated
- Hooks
  - — Cargo Net – Four (4)
  - — Load Floor Tie-Down – Four (4)
- Individual Tire Pressure Monitoring System (ITPMS)
- LATCH (Lower Anchors and Tether Anchors for Children) on Second and Third Row Outboard Seating Positions
- Mirrors, Sideview – Power and Heated Glass, Manual-Folding, Security Approach Lamps and Black Caps
- Perimeter Alarm
- Personal Safety System™[2]
- Rear-Window Defroster and Washer
- Safety Belts
  - — Front Row – Belt-Minder® (Front Safety Belt Reminder)
  - — Front Row – Adjustable Height
  - — Second Row – Outboard and Center Seat Shoulder
  - — Third Row – Outboard
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™

ADVANCED DRIVER ASSIST TECHNOLOGY

- Ford Co-Pilot360™ Assist+
  - — Adaptive Cruise Control with:
    - ○ Stop-and-Go
    - ○ Lane Centering
  - — Auto High-Beam Headlamps
  - — BLIS® (Blind Spot Information System) with Cross-Traffic Alert and Trailer Coverage★
  - — Evasive Steering Assist
  - — Intersection Assist
  - — Lane-Keeping System
    - ○ Lane-Keeping Alert
    - ○ Lane-Keeping Assist
    - ○ Driver Alert
  - — Pre-Collision Assist with Automatic Emergency Braking (AEB)
    - ○ Forward Collision Warning
    - ○ Dynamic Brake Support
    - ○ Pedestrian Detection
  - — Rear Cross Traffic Braking
  - — Rear View Camera[3]
  - — Rear Parking Sensors
  - — Post-Collision Braking
- Headlamps – Autolamp (Automatic On/Off)

[2] Personal Safety System™ for driver and front passenger includes dual-stage front airbags, safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System.

[3] With Backup Assist Grid Lines

★ = New for this model year

ADVANCED DRIVER ASSIST TECHNOLOGY (continued)

- Hill Start Assist
- Side-Wind Stabilization
- Trailer Sway Control

FUNCTIONAL

- 3.58 Non-Limited-Slip Rear Axle (RWD and 4WD)
- 4-Door Intelligent Access (Lock/Unlock) with Push-Button Start
- 5G LTE Modem and Hotspot
- Ford Power-Up Software Update Capability
- Audio
  - — AM/FM Stereo
  - — MP3 Capable
  - — Six (6) Speakers
  - — Speed-Compensated Volume
  - — SiriusXM® with 360L
    - **Note:** Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii
    - **Note:** All SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. **See the SiriusXM Customer Agreement & Privacy Policy at "http://www.siriusxm.com/" www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349.** Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.
- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- FordPass Connect™
  - — 5G LTE Wi-Fi Hotspot connects up to 10 devices[4] (if equipped)
  - — Remotely start, lock and unlock vehicle[5]
  - — Schedule specific times to remotely start vehicle[5]
  - — Locate parked vehicle[5]
  - — Check vehicle status[5]
    - **Note:** Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)
- Front and Rear Stabilizer Bars
- Independent Front and Rear Suspension

[4] Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford.

[5] FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

STANDARD EQUIPMENT

FUNCTIONAL (continued)

- Intelligent Oil-Life Monitor®
- Ford Digital Experience[6]
  - — 13.2" Color LCD Touchscreen in IP Center-Stack
  - — Alexa Built-In
  - — Google Assistant, Google Maps and Google Play
  - — Pinch-to-Zoom capability
  - — 911 Assist®
  - — Apple CarPlay® and Android Auto™ Wireless Compatibility
  - — USB Ports, First Row – One (1) “A” and One (1) “C” in Media Bin and Two (2) “C” in Center Floor Console. Second Row – Two (2) “C” and Third Row – Two (2) “C”.

[6] Eligible 2025 model-year vehicle receive complimentary access to three-years of Alexa Built-In and one-year of Ford Premium Connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the New Warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features

FUNCTIONAL (continued)

- Terrain Management System™ (Deep Snow/Sand Mode – 4WD Only)

4WD MODELS INCLUDE:

- Hill Descent Control
- Intelligent 4WD

★ = New for this model year

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Palm Springs Police Department

Prepared for:

Palm Springs Police Department
Katelyn Niskanen
kniskanen@vpsfl.org
561-584-8300 x 8513

Contract Holder 10/24/2024

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: Rate/ Hr $80	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	**K7D SOUTH**	Item 221: Ford Explorer SUV 4x2 (K7D) Southern Zone	$ 36,427.00	**$ 36,427.00**
	1	**YZ**	Oxford White, NA on ST-Line	$ -	**$ -**
	1	**8H**	Space Gray cloth	$ -	**$ -**
	1	**99H.44T**	2.3L Ecoboost/10-spd auto	$ -	**$ -**
0	1	**TINTA**	Window tint, Llumar film. Includes windshield strip	$ 450.00	**$ 450.00**
0	1	**WT4**	Weather Tech Laser Cut Floor Mats- 4 Piece (4417161, 4415752)	$ 245.00	**$ 245.00**
0	1	**RKE**	Programmed Integrated Key Transmitter Fob	$ 326.00	**$ 326.00**
0	1	**TAG**	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	**$ 125.00**
0	1	**TTO**	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	**$ 68.00**
0		**TOTAL LABOR HOURS**			
		Additional Notes	**Current order to delivery ETA @ March-April timeframe**		
UNIT COST					**$ 37,641.00**
TOTAL QUANTITY		**1**		***TOTAL PURCHASE***	**$ 37,641.00**

AVAILABLE OPTIONS FOR CONSIDERATION

	PC575	Premium Care National Fleet Plan [Police Vehicle, Escape, Bronco, Explorer, Expedition, Mustang, Ranger and Maverick], five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing 8/ 2024. Pricing governed at Msrp Rates in Florida, discounts not permitted. Add $755 for Emergency, Fire , Police use.	$ 1,790.00	**$ 1,790.00**
	SO LED 14	EXPLORER INTERIOR ADMIN: A: (2) SOUNDOFF: 3" mpower fascia quick mount EMPS1QMS3(Y) Location: Underneath headlight B: (2) SOUNDOFF: XF flush mount EXFS10002-(Y) (DUAL COLOR) Location: Rear Bumper C: (2) SOUNDOFF: 3" mpower fascia quick mount EMPS1QMS3(Y) Location: Interior Bottom Edge of Rear Hatch D: (1) SOUNDOFF: nFORCE interior lightbar front and rear Location: Split front; single shroud rear E: (1) SOUNDOFF: nERGY 400 Series Handheld ETSA462HPP Location: In cab F: (1) SOUNDOFF: 100J Series composite speaker ETSS100J Location: behind grille	$ 4,631.00	**$ 4,631.00**
	SB-ECO42196	TROY PRODUCTS- Eco Line Aluminum Storage Box 42" X19" X 6" Storage drawer is 0.09 aluminum constructed Two (2) drawer latch handles to help eliminate rattling Slides are quick-release for easy installation Optional accessories can be purchased separately; rubber matting, internal dividers to create separate compartments, carpet on top and box-top lip and vehicle-specific elevated mounting brackets for access to spare tire. Can be combined with SB-ECO422013-T	$ 1,247.00	**$ 1,247.00**
	Troy Premium LTS	TROY PRODUCTS [CM-UV20-SL-LT16] non-intrusive passenger seat computer stand with easy one-handed operation. Includes Troy's unique slide-arm feature. Does not compromise passenger side foot space. Includes Laptop Tray CM-LT-1600.	$ 905.00	**$ 905.00**

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STANDARD EQUIPMENT

MAV SE 1	MECHANICAL ● 2.5L Hybrid AutoCVT w/ W8A fwd; 2.0L Ecoboost Gas w/ W8B awd ● 4-Wheel Disc Anti-Lock Brake System (ABS) ● Electric Parking Brake ● Electronic Brake Boost ● Electronic Power-Assist Steering (EPAS) ● Post Impact Braking ● Rotary Gear Shift Dial Includes Select Drive Modes: Normal, Eco, Sport, Slippery and Tow/Haul ● Variable-Assist Power Steering
MAV SE 2	EXTERIOR ● Black Mesh Grille w/Black Surround ● Box Top and Tailgate Moldings ● Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL) ● Easy Fuel® Capless Fuel-Filler ● FLEXBED® Storage System ● Fuel Tank — 16.5 Gallon – Gas — 13.8 Gallon – Hybrid ● Handles, Black – Door and Tailgate ● Hooks – Cargo Tie-Downs, six (6) ● LED Reflector Headlamps ● Mirrors, Sideview – Manual-folding, Manual Glass with MIC Black Skull Caps ● Maverick® XL Fender Badge ● Rocker Molding ● Spare Tire Carrier – Rear Under Frame ● Spare Tire (Mini) (155/90R17) ● Bumper, Front & Rear ● Trailer Sway Control ● Tailgate – Manual Locking ● Tires – 225/65R 17" A/S BSW ● Wheels – 17" Sparkle Silver Steel ● Windshield Wipers – Intermittent Speed
MAV SE 3	INTERIOR/COMFORT ● 8" Productivity Screen in Instrument Cluster ● Cruise Control ● Floor Covering – Carpet ● Floor Mats – Front Carpet ● Front Door Stowage Bins ● Front Map Lights/Overhead Console ● Front/Rear Cargo Compartment Dome Lamps (Fade-to-off) ● Manual Air Conditioning, Single Zone ● Power Door Unlock and Lock ● Powerpoint 12V – Front (1), Rear (1) ● Rear Coat Hooks ● Rear Under Seat Storage Bins ● Rear-Window with Fixed Privacy Glass ● Seat, Front:— 6-Way Manual Adjustable Driver — 4-Way Manual Adjustable Passenger cloth Bucket Seats — Front Floor Console w/ Armrest & Storage Bin ● Seat, Rear— Full Bench Rear Cloth Folding Seatback — Flip-Up Seat Cushion ● Manual Tilt/Telescoping and Manual Locking w/ Audio Controls ● Windows: Power Front/Rear Windows — 1-Touch Down Driver Window — Rear Privacy Glass
MAV SE 4	SAFETY/SECURITY ● Anti-Theft Engine Immobilizer ● Airbags — Driver and Passenger Front Airbags — Safety Canopy® Side-Curtain Airbags — Driver and Passenger Side Airbags — Driver Knee Airbag ● Belt-Minder® (Front Safety Belt Reminder) ● Center Rear Seat Shoulder Belt ● Configurable Daytime Running Lamps (DRL) ● Driver & Passenger Height Adjustable Retractable Seatbelts ● LATCH (Lower Anchors and Tether Anchors for Children) ● Power Central Locking ● SecuriLock® Passive Anti-Theft System ● Smart Occupant Sensing airbags ● Tire Pressure Monitoring System (TPMS)
MAV SE 5	FORD CO-PILOT360™ TECHNOLOGY ● Auto LED High-Beam ● Lane-Keeping-Aid ● Pre-Collision Assist® with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) ● Rear View Camera
MAV SE 6	FUNCTIONAL ● 2 USB Ports (Front) – 1 Type A & 1 Type C ● AM/FM Stereo w/ 6 Speakers ● Autolamp – Auto On/Off LED Headlamps ● Battery Saver ● Electronic Stability Control ● Extended Service Interval Monitor ● FordPass™ Connect (5G) — 5G LTE Wi-Fi hotspot connects up to 10 devices1 — Schedule specific times to remotely start vehicle2 — Locate parked vehicle — Check vehicle status ● Keyed Ignition ● Particulate Air Filter ● Remote Keyless Entry / Panic Button (Key Fobs (2))

	MAV SE 7	● SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L) — 13.2" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual — Conversational Voice Command Recognition



Item 126 Maverick 4x2 W8A Duval Ford Base Vehicle

CNGP530 VEHICLE ORDER CONFIRMATION 08/06/24 10:07:38
==> _____ _____ Dealer: F24081
2025 MAVERICK Page: 1 of 1
Order No: 0505 Priority: L4 Ord FIN: QE065 Order Type: 5B Price Level: 515
Ord PEP: 100A Cust/Flt Name: FSA PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
W8A	MAVERICK FWD	$26295	$25769.00	B4A	NET INV FLT OPT	NC	$7.00
	.121.0" WB				DEST AND DELIV	1595	1595.00
YZ	OXFORD WH			TOTAL	BASE AND OPTIONS	27890	25804.08
9	CLOTH			TOTAL		27890	25804.08
W	EBONY			*THIS IS NOT AN INVOICE*			
100A	EQUIP GRP						
	.XL TRIM						
993	.2.5L HYBRID	NC	NC				
44E	.AUTO TRANS	NC	NC				
66B	CO PILOT360	NC	NC				
	FLEET SPCL ADJ	NC	(325.00)				
425	50 STATE EMISS	NC	NC				
	SP DLR ACCT ADJ		(526.00)				
	SP FLT ACCT CR		(723.00)				
	FUEL CHARGE		7.08				

MAJOR PRODUCT CHANGES

To learn more about the features on this vehicle, go to www.fordesourcebook.com

MODEL/SERIES/AVAILABILITY

- ***Available Models***
  - XL (100A, 101A and 102A)
  - XLT (300A, 301A and 302A)
  - Lobo (702A) – Late Availability
  - Lariat (501A and 502A)
  - Tremor® (602A)

MECHANICAL

★ ***New***
- 2.5L Hybrid All-Wheel Drive (AWD)
- Paddle Shifters – standard on Lobo and Tremor®

● ***Changed***
- AWD standard on Lariat
- 2.5L Hybrid FWD standard

● ***Deleted***
- 2.0L Front Wheel Drive (FWD)

EXTERIOR

★ ***New***
- 19” Aluminum Wheel – standard on Lariat
- 19” Black Painted Aluminum Wheel – incl. w/ Black Appearance Pkg
- 19” Black Painted Aluminum Wheel – standard on Lobo
- LED Projector Headlamps w/ LED Signature Accent Lighting – standard on Lobo, Lariat and Tremor®

● ***Changed***
- None

● ***Deleted***
- 17” Machined Face Carbonized Gray Painted Wheel
- 18” Machined Face Bright Aluminum Wheel
- 18” Machined Face Black Painted Aluminum Wheel
- 18” Unique Machined Face Ebony Aluminum Wheel

★ ***New Colors***
- Eruption Green
- Space White Metallic
- Ruby Red Metallic Tinted Clearcoat[1]
- Velocity Blue

● ***Deleted Colors***
- Atlas Blue Metallic
- Cactus Gray
- Hot Pepper Red Metallic Tinted Clearcoat
- Iconic Silver Metallic

INTERIOR/COMFORT

★ ***New***
- 13.2” Landscape Center Screen
- 8” Digital Cluster

● ***Changed***
- None

● ***Deleted***
- None

SAFETY/SECURITY

★ ***New***
- Intelligent Access with Push-button Start (incl. Approach Detection) – standard on XLT

● ***Changed***
- None

[1] Extra Charge Paint

SAFETY/SECURITY (continued)

● ***Deleted***
- None

FORD CO-PILOT360™ TECHNOLOGY

★ ***New***
- Ford Co-Pilot360™ (66C) – optional on XL and XLT
- Ford Co-Pilot360™ Assist 2.0 – standard on Lariat, Tremor and Lobo (702A)

● ***Changed***
- None

● ***Deleted***
- None

PACKAGES

★ ***New***
- None

● ***Changed***
- FX4 Off-Road Pkg (17S) – optional on XLT (302A) only
- 4K Tow Pkg (53Q)
- Black Appearance Pkg includes Black Painted Roof and Hood Decal

● ***Deleted***
- Tremor Off-Road Pkg

FUNCTIONAL

★ ***New***
- 360-Degree Camera – standard on Lariat and Tremor; optional on Lobo
- SYNC® 4 with Enhanced Voice Recognition
  – Incl. SiriusXM® with 360L
  – Wireless projection for CarPlay® and Android Auto™
- Safe Deposit Box

● ***Changed***
- 2K Trailer Hitch Receiver w/ 4-Pin Connector (60B) – optional on XL
- Power Moonroof (43L) – optional; std on Lobo (702A)

● ***Deleted***
- None

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.fmcdealer.com for the most current information.

2025 MAVERICK® SUPERCREW® – XL SERIES
STANDARD EQUIPMENT

MECHANICAL
- 2.5L Hybrid w/ Automatic Continuously Variable Transmission
- 4-Wheel Disc Anti-Lock Brake System (ABS)
- Electric Parking Brake
- Electronic Brake Boost
- Electronic Power-Assist Steering (EPAS)
- Post Impact Braking
- Rotary Gear Shift Dial Includes Select Drive Modes: Normal, Eco, Sport, Slippery and Tow/Haul
- Variable-Assist Power Steering

EXTERIOR
- Black Mesh Grille w/Black Surround
- Box Top and Tailgate Moldings
- Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL)
- Easy Fuel® Capless Fuel-Filler
- FLEXBED® Storage System
- Fuel Tank
  - 16.5 Gallon – Gas
  - 13.8 Gallon – Hybrid
- Handles, Black – Door and Tailgate
- Hooks – Cargo Tie-Downs, six (6)
- LED Reflector Headlamps
- Mirrors, Sideview – Manual-folding, Manual Glass with MIC Black Skull Caps
- Maverick® XL Fender Badge
- Rocker Molding
- Spare Tire Carrier – Rear Under Frame
- Spare Tire (Mini) (155/90R17)
- Bumper, Front & Rear
- Trailer Sway Control
- Tailgate – Manual Locking
- Tires – 225/65R 17” A/S BSW
- Wheels – 17" Sparkle Silver Steel
- Windshield Wipers – Intermittent Speed

INTERIOR/COMFORT
- 8” Productivity Screen in Instrument Cluster
- Cruise Control
- Dual Vanity Mirrors
- Floor Covering – Carpet
- Floor Mats – Front Carpet
- Front Door Stowage Bins
- Front Map Lights/Overhead Console
- Front/Rear Cargo Compartment Dome Lamps (Fade-to-off)
- Instrumentation (Door Ajar, Lamps On, Low Fuel & Washer Fluid, Tach, Clock)
- Front/Rear Grab Handles (3) Three
- Manual Air Conditioning, Single Zone
- Power Door Unlock and Lock
- Powerpoint 12V – Front (1), Rear (1)
- Rear Coat Hooks
- Rear Under Seat Storage Bins
- Rear-Window with Fixed Privacy Glass
- Seat, Front
  - 6-Way Manual Adjustable Driver
  - 4-Way Manual Adjustable Passenger
  - Bucket Seats
  - Cloth Trim
  - Front Floor Console w/ Armrest & Storage Bin
  - Seat Back Map Pocket, Passenger
- Seat, Rear
  - Full Bench Rear Cloth Folding Seatback
  - Flip-Up Seat Cushion
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking w/ Audio Controls
- Vinyl Console Lid

INTERIOR/COMFORT (continued)
- Windows
  - Power Front/Rear Windows
  - 1-Touch Down Driver Window
  - Rear Privacy Glass

SAFETY/SECURITY
- Anti-Theft Engine Immobilizer
- Airbags
  - Driver and Passenger Front Airbags
  - Safety Canopy® Side-Curtain Airbags
  - Driver and Passenger Side Airbags
  - Driver Knee Airbag
- Belt-Minder® (Front Safety Belt Reminder)
- Center Rear Seat Shoulder Belt
- Configurable Daytime Running Lamps (DRL)
- Driver & Passenger Height Adjustable Retractable Seatbelts
- LATCH (Lower Anchors and Tether Anchors for Children)
- Power Central Locking
- SecuriLock® Passive Anti-Theft System
- Smart Occupant Sensing airbags
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY
- Auto LED High-Beam
- Lane-Keeping-Aid
- Pre-Collision Assist® with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera

FUNCTIONAL
- 2 USB Ports (Front) – 1 Type A & 1 Type C
- AM/FM Stereo w/ 6 Speakers
- Autolamp – Auto On/Off LED Headlamps
- Battery Saver
- Electronic Stability Control
- Extended Service Interval Monitor
- FordPass™ Connect (5G)
  - 5G LTE Wi-Fi hotspot connects up to 10 devices[1]
  - Schedule specific times to remotely start vehicle[2]
  - Locate parked vehicle[2]
  - Check vehicle status[2]

  Note: Ford Telematics is available for fleet customers, providing access to real-time OEM-grade data (including GPS tracking, vehicle health, driver behavior and other unique information) in a web based application. Learn more about our telematics products at https://www.fordpro.com/en-us/intelligence/or email telematics@fordpro.com, or by calling 833-327-FORD (833-327-3763).
- Keyed Ignition
- Particulate Air Filter
- Remote Keyless Entry / Panic Button (Key Fobs (2))

[1] Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

[2] FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features

STANDARD EQUIPMENT

FUNCTIONAL (continued)

- SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)
  - 13.2” LCD Capacitive Touchscreen with Swipe Capability
  - Wireless Phone Connection
  - Cloud Connected
  - AppLink® w/App Catalog
  - 911 Assist®
  - Apple CarPlay® and Android Auto™ Compatibility
  - Digital Owner’s Manual
  - Conversational Voice Command Recognition

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Palm Springs Police Department

Prepared for:

Palm Springs Police Department
Katelyn Niskanen
kniskanen@vpsfl.org
561-584-8300 x 8513

Contract Holder 10/24/2024

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 24-VEL-32. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: Rate/ Hr $80	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	**W8A SOUTH**	Item 126: 2025 Ford Maverick Pickup 4x2 Hybrid Engine with Power windows, Locks	$ 26,153.00	**$ 26,153.00**
	1	**YZ**	Oxford White	$ -	**$ -**
	1	**9W**	Black Cloth Seat	$ -	**$ -**
	1	**993.44E**	2.5L Hybrid/Automatic	$ -	**$ -**
	1	**96G**	Bedliner – Spray-in	$ 493.00	**$ 493.00**
0	1	**TINT 2**	Tint All Windows 4 Door Including Windshield Strip	$ 378.00	**$ 378.00**
0	1	**WT 4**	Weather Tech Laser Cut Floor Liners Hybrid- 4 Piece (4417451, 4417452)	$ 315.00	**$ 315.00**
0	1	**RKE**	Programmed Integrated Key Transmitter Fob	$ 315.00	**$ 315.00**
0	1	**TAG**	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	**$ 125.00**
0	1	**TTO**	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	**$ 68.00**
0		**TOTAL LABOR HOURS**			
		Additional Notes	**Current order to delivery ETA @ March-April timeframe**		
UNIT COST					**$ 27,847.00**
TOTAL QUANTITY		**1**		***TOTAL PURCHASE***	**$ 27,847.00**

AVAILABLE OPTIONS FOR CONSIDERATION

	WEC 10	Whelen Liberty II Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2- Flashing Tail Lights, Siren/ Controller, Speaker And Mounting Brackets(IW8****, SA315P, SAK61P, 295SLSA6, TLI*, TIONBKT1)- Single Color- Dual Available, SPECIFY LIGHT COLOR AT TIME OF ORDER	$ 4,317.00	**$ 4,317.00**
	PC575	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms.Price Guide Aug 2022. For hybrid vehicles OEM battery warranty is 8yr. 100,000 miles	$ 1,790.00	**$ 1,790.00**
	LTS	Troy 2021 Ford maverick passenger seat mnt w/swing arm and docking station mount [CM-20ES-SL-LED], Deluxe laptop tray for computer up to 15"W x 11.5H; 3 lbs. lighter than CM-LT-1500, use w/computer mount assemblies ending in -LED [CM-LT-1600]	$ 1,082.00	**$ 1,082.00**
	FCHT	Ranch Echo Cab High Topper With Sliding Side Windows, Front Picture Window, Standard Glass Rear Door and Wired Third Brake Light	$ 2,828.00	**$ 2,828.00**

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STANDARD EQUIPMENT

MAV SE 1	MECHANICAL ● 2.5L Hybrid AutoCVT w/ W8A fwd; 2.0L Ecoboost Gas w/ W8B awd ● 4-Wheel Disc Anti-Lock Brake System (ABS) ● Electric Parking Brake ● Electronic Brake Boost ● Electronic Power-Assist Steering (EPAS) ● Post Impact Braking ● Rotary Gear Shift Dial Includes Select Drive Modes: Normal, Eco, Sport, Slippery and Tow/Haul ● Variable-Assist Power Steering
MAV SE 2	EXTERIOR ● Black Mesh Grille w/Black Surround ● Box Top and Tailgate Moldings ● Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL) ● Easy Fuel® Capless Fuel-Filler ● FLEXBED® Storage System ● Fuel Tank — 16.5 Gallon – Gas — 13.8 Gallon – Hybrid ● Handles, Black – Door and Tailgate ● Hooks – Cargo Tie-Downs, six (6) ● LED Reflector Headlamps ● Mirrors, Sideview – Manual-folding, Manual Glass with MIC Black Skull Caps ● Maverick® XL Fender Badge ● Rocker Molding ● Spare Tire Carrier – Rear Under Frame ● Spare Tire (Mini) (155/90R17) ● Bumper, Front & Rear ● Trailer Sway Control ● Tailgate – Manual Locking ● Tires – 225/65R 17" A/S BSW ● Wheels – 17" Sparkle Silver Steel ● Windshield Wipers – Intermittent Speed
MAV SE 3	INTERIOR/COMFORT ● 8" Productivity Screen in Instrument Cluster ● Cruise Control ● Floor Covering – Carpet ● Floor Mats – Front Carpet ● Front Door Stowage Bins ● Front Map Lights/Overhead Console ● Front/Rear Cargo Compartment Dome Lamps (Fade-to-off) ● Manual Air Conditioning, Single Zone ● Power Door Unlock and Lock ● Powerpoint 12V – Front (1), Rear (1) ● Rear Coat Hooks ● Rear Under Seat Storage Bins ● Rear-Window with Fixed Privacy Glass ● Seat, Front:— 6-Way Manual Adjustable Driver — 4-Way Manual Adjustable Passenger cloth Bucket Seats — Front Floor Console w/ Armrest & Storage Bin ● Seat, Rear— Full Bench Rear Cloth Folding Seatback — Flip-Up Seat Cushion ● Manual Tilt/Telescoping and Manual Locking w/ Audio Controls ● Windows: Power Front/Rear Windows — 1-Touch Down Driver Window — Rear Privacy Glass
MAV SE 4	SAFETY/SECURITY ● Anti-Theft Engine Immobilizer ● Airbags — Driver and Passenger Front Airbags — Safety Canopy® Side-Curtain Airbags — Driver and Passenger Side Airbags — Driver Knee Airbag ● Belt-Minder® (Front Safety Belt Reminder) ● Center Rear Seat Shoulder Belt ● Configurable Daytime Running Lamps (DRL) ● Driver & Passenger Height Adjustable Retractable Seatbelts ● LATCH (Lower Anchors and Tether Anchors for Children) ● Power Central Locking ● SecuriLock® Passive Anti-Theft System ● Smart Occupant Sensing airbags ● Tire Pressure Monitoring System (TPMS)
MAV SE 5	FORD CO-PILOT360™ TECHNOLOGY ● Auto LED High-Beam ● Lane-Keeping-Aid ● Pre-Collision Assist® with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) ● Rear View Camera
MAV SE 6	FUNCTIONAL ● 2 USB Ports (Front) – 1 Type A & 1 Type C ● AM/FM Stereo w/ 6 Speakers ● Autolamp – Auto On/Off LED Headlamps ● Battery Saver ● Electronic Stability Control ● Extended Service Interval Monitor ● FordPass™ Connect (5G) — 5G LTE Wi-Fi hotspot connects up to 10 devices1 — Schedule specific times to remotely start vehicle2 — Locate parked vehicle — Check vehicle status ● Keyed Ignition ● Particulate Air Filter ● Remote Keyless Entry / Panic Button (Key Fobs (2))

	MAV SE 7	● SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L) — 13.2" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Android Auto™ Compatibility — Digital Owner's Manual — Conversational Voice Command Recognition

Terry Taylor's DeLand Nissan, Inc.

Prepared By:

Howard Williams
Terry Taylor's DeLand Nissan, Inc.
386-801-4187
howardwilliams@cfl.rr.com

Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD



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Terry Taylor's DeLand Nissan, Inc.
Howard Williams | 386-801-4187 | howardwilliams@cfl.rr.com

Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Nissan Altima (13115) S FWD — MSRP:$27,000.00

Interior:Charcoal, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
13115	[Fleet] 2025 Nissan Altima (13115) S FWD	$27,000.00
	OPTIONS	
G	Charcoal, Cloth Seat Trim	$0.00
QAK	Glacier White	$0.00
	SUBTOTAL	**$27,000.00**
	Adjustments Total	$0.00
	Destination Charge	$1,140.00
	TOTAL PRICE	**$28,140.00**

FUEL ECONOMY

Est City:27 (2024) MPG

Est Highway:39 (2024) MPG

Est Highway Cruising Range:631.80 mi

Optional Equipment

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
K23	Brilliant Silver Metallic	0.00 lbs	0.00 lbs	$0.00	$0.00
KAD	Gun Metallic	0.00 lbs	0.00 lbs	$0.00	$0.00
KH3	Super Black	0.00 lbs	0.00 lbs	$0.00	$0.00
QAK	Glacier White	0.00 lbs	0.00 lbs	$0.00	$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
G	Charcoal, Cloth Seat Trim	0.00 lbs	0.00 lbs	$0.00	$0.00

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
50S	[C03] 50 State Emissions	0.00 lbs	0.00 lbs	$0.00	$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
SGD	[B10] Body-Colored Splash Guards	0.00 lbs	0.00 lbs	$210.00	$245.00

PORT INSTALLED OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
___	[Z98] Nissan Ship Through Fee	0.00 lbs	0.00 lbs	$150.00	$150.00
FL2	[L92] Floor Mats & Trunk Mat	0.00 lbs	0.00 lbs	$180.00	$210.00
FL4	[L94] Floor Mats/Trunk Mat/Hideaway Net -inc: dual trunk hooks	0.00 lbs	0.00 lbs	$312.00	$365.00
LG2	[N92] 20 Color Interior Accent Lighting -inc: footwell, cup holder plus switch	0.00 lbs	0.00 lbs	$394.00	$460.00
LG4	[N94] External Ground Lighting w/Logo	0.00 lbs	0.00 lbs	$490.00	$570.00
USB	[H92] USB Charging Cable Set - Nissan	0.00 lbs	0.00 lbs	$78.00	$90.00

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	Rating Not Available
Rear Gross Axle Weight Rating:	Rating Not Available
Gross Vehicle Weight Rating:	Rating Not Available

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Front Wheel Drive	Trans Order Code	N/A
Trans Type	1	Trans Description Cont.	CVT w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	2.63 - 0.38
Reverse Ratio (:1)	1.96	Clutch Size	N/A
Final Drive Axle Ratio (:1)	4.83		

Mileage

EPA Fuel Economy Est - Hwy	39 (2024) MPG	Cruising Range - City	437.40 mi
EPA Fuel Economy Est - City	27 (2024) MPG	Fuel Economy Est-Combined	32 (2024) MPG
Cruising Range - Hwy	631.80 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	N/A	Engine Type	Regular Unleaded I-4
Displacement	2.5 L/152	Fuel System	Gasoline Direct Injection
SAE Net Horsepower @ RPM	188 @ 6000	SAE Net Torque @ RPM	180 @ 3600

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	120

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	5.6 (2024)	EPA Greenhouse Gas Score	6.0 (Est)

Vehicle

EPA Classification	Midsize Cars

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Chassis

Weight Information

Base Curb Weight	3255 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A

Suspension

Suspension Type - Front	Strut	Suspension Type - Rear	Multi-Link
Suspension Type - Front (Cont.)	Strut	Suspension Type - Rear (Cont.)	Multi-Link
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P215/60HR16
Rear Tire Size	P215/60HR16	Spare Tire Size	Compact

Wheels

Front Wheel Size	16 X 7 in	Rear Wheel Size	16 X 7 in
Spare Wheel Size	Compact in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A
Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	36.1 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	11.7 in
Rear Brake Rotor Diam x Thickness	11.5 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Chassis

Fuel Tank

Fuel Tank Capacity, Approx	16.2 gal	Aux Fuel Tank Capacity, Approx	N/A

Dimensions

Interior Dimensions

Passenger Capacity	5	Passenger Volume	100.6 ft³
Front Head Room	39.1 in	Front Leg Room	43.8 in
Front Shoulder Room	58.2 in	Front Hip Room	54.7 in
Second Head Room	36.9 in	Second Leg Room	35.2 in
Second Shoulder Room	57.1 in	Second Hip Room	54.5 in

Exterior Dimensions

Wheelbase	111.2 in	Length, Overall	192.9 in
Width, Max w/o mirrors	72.9 in	Height, Overall	56.7 in
Track Width, Front	63.6 in	Track Width, Rear	63.6 in
Min Ground Clearance	4.9 in	Liftover Height	N/A

Cargo Area Dimensions

Trunk Volume	15.4 ft³

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 2.5L DOHC 16-Valve 4-Cylinder
	Transmission w/Driver Selectable Mode and Oil Cooler
	Transmission: Xtronic CVT (Continuously Variable)
	Front-Wheel Drive
	4.83 Axle Ratio
	Engine Oil Cooler
	60-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	120 Amp Alternator
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Speed-Sensing Steering
	16.2 Gal. Fuel Tank
	Quasi-Dual Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 16" x 7" Steel w/Full Wheel Covers
	Tires: 215/60R16 AS
	Steel Spare Wheel
	Compact Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper
	Body-Colored Rear Bumper w/Body-Colored Rub Strip/Fascia Accent
	Black Side Windows Trim and Black Front Windshield Trim
	Chrome Door Handles
	Black Power Side Mirrors w/Manual Folding
	Fixed Rear Window w/Defroster
	Light Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Exterior	
	Black Grille w/Chrome Surround
	Trunk Rear Cargo Access
	Intelligent Auto Headlights (i-Ah) Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM Audio System -inc: RDS, MP3 and aux-in, 6 speakers, NissanConnect 8" color display w/multi-touch control, Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant, 2 front illuminated USB ports (1 type-A and 1 type-C) for compatible devices, Apple CarPlay, Android Auto, SiriusXM Radio, Siri Eyes Free and Google Assistant voice recognition
	Window Grid Antenna
	2 LCD Monitors In The Front
Interior	
	Driver Seat
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
	Power Rear Windows
	Selective Service Internet Access
	Front Bucket Seats -inc: 6-way manual driver's seat and height-adjustable front head restraints
	Front Cupholder
	Rear Cupholder
	Proximity Key For Push Button Start Only
	Valet Function
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
	Remote Releases -Inc: Power Cargo Access and Mechanical Fuel
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Glove Box
	Driver Foot Rest

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Interior	
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Simulated Carbon Fiber Door Panel Insert
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Carpet Floor Trim and Carpet Trunk Lid/Rear Cargo Door Trim
	Cargo Area Concealed Storage
	Cargo Space Lights
	FOB Controls -inc: Cargo Access, Windows and Remote Start
	Smart Device Integration
	Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Outside Temp Gauge
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Rear Head Restraints
	Front Center Armrest and Rear Center Armrest
	Perimeter Alarm
	Immobilizer
	1 12V DC Power Outlet
	Air Filtration

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Vehicle: [Fleet] 2025 Nissan Altima (13115) S FWD (✓ Complete)

Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Rear Parking Sensors
	Blind Spot Warning (BSW) Blind Spot
	Intelligent Forward Collision Warning w/Automatic Emergency Braking (AEB)
	Lane Departure Warning (LDW) Lane Departure Warning
	Collision Mitigation-Front
	Driver Monitoring-Alert
	Collision Mitigation-Rear
	Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Driver And Passenger Knee Airbag and Rear Side-Impact Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 3 Roadside Assistance Miles/km: 36,000 Maintenance Years: 2 Maintenance Miles/km: 24,000

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FLORIDA SHERIFFS ASSOC CONTRACT

Terry Taylor's DELAND NISSAN Inc.
2600 SOUTH WOODLAND BLVD
DELAND, FL 32720
Ph: 386-734-3003
Fax: 386-734-5743
Cell 386-801-4187

Attention: Katelyn Niskanen

To: Palm Springs Police Department

From: Howard Williams

Phone #: (561) 584-8300 EXT 8513 |

E-mail howardwilliams@cfl.rr.com

Fax #: (561) 968-4933

Pages: 1

Re: Altima FWD to order 2025

Date: 10/28/2024
revised 10/30/2024

E-mail Katelyn M. Niskanen <kniskanen@vpsfl.org>

Bid #: **FSA24-VEL32.0** **Item:** **#6**

District: Southern **Model #:** **13115** 2025 Model

Order Code	Description	Price
Base	**Mid Size 4-Door Administrative Vehicle Nissan Altima FWD**	$ 25,493.00
L92	Floor Mats plus Trunk Mat (5 Piece) Available Base model only	$ 205.80
B10	Splash Guards	$ 240.10
Dark tint	Dealer installed darkest legal tint Front door glass	$ 197.00
3K	Additional Key Fob(s) Includes dealer programing	$ 347.00
	We have Blue, Black, Gun Metal and Light Silver color choices to order	

Total Vehicle Quote:	$ 26,482.90

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Police Department

ITEM #16: Approval of Taser 10 Purchase

SUMMARY: The Village of Palm Springs Police Department currently uses the Axon X26 Taser and X26P Taser as its conducted energy weapons. The Village of Palm Springs Police Department is seeking to purchase 58 Axon Taser 10's to replace the current stock of our obsolete X26/X26P Tasers. The X26/X26P Tasers are no longer under warranty and have passed their expected service life. Axon will no longer be providing support or repair service for the X26/X26P Tasers. This purchase includes all the required software for the new Taser 10 and additional instructor training and training equipment to transition from the X26/X26P Tasers to the Taser 10.

Per Purchasing Authority 58-7 Single Source. A single source justification exists because the Taser 10 and services required to satisfy the Village of Palm Springs Police Department needs are only manufactured and available for purchase from Axon Enterprise. Axon is the sole distributor and retailer of all Taser brand products.

FISCAL IMPACT:
The total cost for this purchase is $268,952.20 which is broken up over 5 years with an annual payment due each year of $53,790.44. This has been budgeted in the Police Department's FY 25 budget.

ATTACHMENTS:
1. Resolution No. 2024-59 - Purchase 58 Taser 10 - Sole Source Police Department
2. Master Services and Purchasing Agreement between Axon and Customer
3. Quote for Purchase
4. Palm Springs Police Department - Axon Sole Source letter
5. Taser 10 Chief letter
6. Master Services and Purchasing Agreement with Village of Palm Springs Addendum

RESOLUTION NO. 2024-59

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON FOR THE PROCUREMENT OF FIFTY-EIGHT (58) AXON TASER 10'S FOR THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must purchase fifty-eight (58) Axon Taser 10's for the Palm Springs Police Department; and

WHEREAS, Village Staff has determined that the Master Services and Purchasing Agreement with Axon, a single source justification contains all terms, conditions and pricing to meet the Village's needs; and

WHEREAS, per Purchasing Code Authority, Section 58-7, single source justification exists because the Taser 10 and services required to satisfy the Village of Palm Springs Police Department needs are only manufactured and available for purchase from Axon Enterprise. Axon is the sole distributor and retailer of all Taser brand products; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to obtain provisions for Taser 10, together with related, accessories, services and supplies to service the Village's Police Department, meet the Village standards from Axon, and have made a recommendation of same to the Village Council.

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

Section 1. Based upon review of the proposal attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes the execution of Master Services and Purchasing Agreement with Axon, for fifty-eight (58) Taser 10's over the course of five (5) years in the amount of $268,952.20.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any and all documents necessary to complete the Master Services and Purchasing Agreement and the Village Clerk to deliver an executed agreement to Axon, 17800 N. 85th Street, Scottsdale, Arizona, 85255.

Section 3. This Resolution shall be effective immediately upon its adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a 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 the Resolution duly passed and adopted this _____ day of NOVEMBER, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
CHRISTY GODDEAU, VILLAGE ATTORNEY

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

_____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

    e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence management systems or records.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud

Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server**.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS APPENDIX

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope**. Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

    1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

    6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

10. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

11. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

12. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

13. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

14. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

15. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-582303-45579.596GM

Issued: 10/14/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 12/15/2024

Account Number: 123417

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Palm Springs Police Dept.- FL 230 Cypress Ln Palm Springs, FL 33461-1604 USA	Palm Springs Police Dept.- FL FINANCE 226 CYPRESS LN PALM SPRINGS FL 33461 USA PALM SPRINGS FL 33461 USA Email:	Griffin McKean Phone: Email: gmckean@axon.com Fax:	Gregory Croucher Phone: 561-584-8300 Email: gcroucher@vpsfl.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$268,952.20
ESTIMATED TOTAL W/ TAX	$268,952.20

Discount Summary

Average Savings Per Year	$11,429.64
TOTAL SAVINGS	$57,148.20

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$53,790.44	$0.00	$53,790.44
Nov 2025	$53,790.44	$0.00	$53,790.44
Nov 2026	$53,790.44	$0.00	$53,790.44
Nov 2027	$53,790.44	$0.00	$53,790.44
Nov 2028	$53,790.44	$0.00	$53,790.44
Total	**$268,952.20**	**$0.00**	**$268,952.20**

Quote Unbundled Price:	**$326,100.40**
Quote List Price:	**$280,340.80**
Quote Subtotal:	**$268,952.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	57	60	$94.62	$81.24	$77.91	$266,452.20	$0.00	$266,452.20
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Total							**$268,952.20**	**$0.00**	**$268,952.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	57	2	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	57	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1140	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	9	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	57	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	11/15/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	11/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	57	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	57	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/15/2024	12/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	57
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	57	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	57	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/15/2025	12/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	230 Cypress Ln	Palm Springs	FL	33461-1604	USA
2	230 Cypress Ln	Palm Springs	FL	33461-1604	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/14/2024



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

11/14/2024

To: ***Palm Springs Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs

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SCOTTSDALE, ARIZONA 85255

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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 10 Models: 100390, 100391
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for Energy Weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to

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function in the probe deployment mode)
- Standoff cartridge, 3.5 degrees, Model 22175
- Close Quarter cartridge, 12 degrees, Model 22176
- Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
- Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
- Inert cartridge, 3.5 degrees, Model 22179
- Inert cartridge, 12 degrees, Model 22181

4. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
   - TASER 10 live cartridge, item number 100399
   - TASER 10 HALT cartridge, item number 10400
   - TASER 10 inert cartridge, item number 100401

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

8. Battery Packs for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

10. Battery Packs for X26P and X2 Energy Weapons:
    - Performance Power Magazine (PPM) Model: 22010

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- Tactical Performance Power Magazine (TPPM) Model: 22012
- Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
- eXtended Performance Power Magazine (XPPM) Model: 11010
- eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
- Axon Signal Performance Power Magazine (SPPM) Model: 70116

11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
      TASER Weapons Dock Single Bay Dataport: 74208

12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013

13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

14. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

15. Enhanced HALT Suit Model: 100623

16. TASER Simulation Suit II Model 44550

17. TASER 7 conductive target Model: 80087

18. Blue X26P Demonstrator/LASER Pointer Model: 11023

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Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

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Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational

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awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)
- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor
- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution
- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period

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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States

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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform

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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without

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creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe
- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,

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troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash

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- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200

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2. Axon Body 3 Camera Model: 73202

3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529

4. Axon Flex 2 Controller Model: 11532

5. Axon Flex 2 USB Sync Cable Model: 11534

6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555

8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

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14. Axon Dock Models:
    - Axon Body 3 Dock – 8-Bay Model AX1026
    - Axon Body 3 Dock – 1-Bay Model AX1027
    - Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202

2. Axon Flex 2 Cameras:
    - Axon Flex 2 Camera (online) Model: 11528
    - Axon Flex 2 Camera (offline) Model: 11529

3. Axon Flex 2 Controller Model: 11532

4. Axon Flex 2 USB Sync Cable Model: 11534

5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts:
    - Oakley Flak Jacket Kit Model: 11544
    - Collar Mount Model: 11545
    - Oakley Clip Model: 11554
    - Epaulette Mount Model: 11546
    - Ballcap Mount Model: 11547
    - Ballistic Vest Mount Model: 11555
    - Universal Helmet Mount Model: 11548

7. Axon Body 2 Camera Model: 74001

8. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054

9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men’s, Axon RapidLock Model: 74018

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- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

11. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
    - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
    - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
    - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041

2. TASER 7 Dock and Core Warranty Model: 20042

3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

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2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10

[1] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

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certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-584-8300 · vpsfl.org

Axon Enterprise Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

Please use this letter alongside 250158 for the new Axon Taser 10 (firearm). We will purchase these items under Single Source purchasing authority.

We are purchasing 58 Taser 10s for $268,952.20 under Axon's quote Q-582303-45561 for the Village of Palm Springs Police Department.

This signature warrants and acknowledges that I am authorized to execute this Agreement on behalf of the Agency, and that these weapons are being acquired for official agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

Thomas Ceccarelli
Chief of Police

VILLAGE OF PALM SPRINGS STANDARD ADDENDUM
(Taser and associated equipment and services)

THIS ADDENDUM ("Addendum") is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Axon Enterprise, Inc.,** a corporation authorized to do business in the State of Florda ("Axon").

WHEREAS, the Village is in need of certain tasers and associated equipment and services for the Village's Police Department; and

WHEREAS, Axon provides the desired equipment and services on a single source basis due to practicable reasons and certain unique natures of Axon's equipment and services consistent with the Village's Purchasing Code for single source acquisitions; and

WHEREAS, Axon's equipment and services also provide a continuity of brand, make and model, which is the only type of taser and associated equipment and services that meets all of the Village Police Department's requirements for performance of such equipment and services consistent with the Village's Purchasing Code for the Village Standard exception form competitive bidding; and

WHEREAS, Axon has provided the Village with a bundled quote for the needed equipment and services along with a proposed Master Services and Purchasing Agreement for Customer the same (hereafter jointly referred to as the "MSPAC"); and

WHEREAS, the Village and Axon desire to enter this Addendum and Axon's MSPA for the Axon to provide the needed equipment and services to the Village's Police Department; and,

WHEREAS, the Village finds the acceptance and execution of this Addendum and Axon's MSPAC serve a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Addendum and contained within Axon's MSPAC, which is attached hereto as **Exhibit "A"** (with this Addendum and Axon's MSPAC hereafter referred to as the "Contract Documents"), the Village and Axon agree as follows:

SECTION 1 – – RECITALS AND INSURANCE

1.1 The foregoing recitals are incorporated into this Addendum as true and correct statements and made apart hereof.

1.2 Prior to commencing any services, Axon 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's Village Manager and Axon. All such insurance policies may not be modified or terminated without the express written authorization of the Village's Village Manager.

Type of Coverage	**Amount of Coverage**
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent PRS, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate

Worker's Compensation	$ statutory limits

Failure to comply with the foregoing requirements shall not relieve Axon of its liability and obligations under the Contract Documents.

1.3 Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against the Village nor shall the Contract Documents be construed as a waiver of sovereign immunity by the Village.

SECTION 2 – ENFORCEMENT COSTS; JURY TRIAL WAIVER; VENUE AND THE LAW

2.1 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents.**

2.2 The validity of the Contract Documents and of any terms or provisions, as well as the rights and duties of the parties under the Contract Documents, shall be governed by the laws of the State of Florida. Venue for all actions and/or claims arising from or related to the Contract Documents shall be exclusively in Palm Beach County, Florida.

SECTION 3 - AUTHORITY TO PRACTICE

3.1 Axon represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 4 - PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES, E-VERIFY AND HUMAN TRAFFICKING

4.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Axon certifies that it, its affiliates, suppliers, subcontractor and any other contractors who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

4.3 Axon shall comply with the E-Verify requirements of section 448.095, Florida Statutes, to the extent applicable.

4.4 By signing this Agreement as set forth below, Axon's authorized representative attests that Axon does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 5 – INDEMNITY AND HOLD HARMLESS:

5.1 Axon must indemnify, defend, save, and hold the Village, its officials, employees, and officers, harmless from any claims or causes of action including, but not limited to, reasonable attorneys' fees incurred by the Village, its officials, employees, and officers, arising out of or related to any negligent act or omission in the performance of the Contract Documents by Axon, its officials, employees, and agents. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Axon provided equipment, product, and/or services, which has been used by the Village to its specifications. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the total value of the Contract. In no event will Axon be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort and the foregoing shall be the only limitation on Axon's liability under the Contract Documents.** Nothing in the Contract Documents shall require Axon to indemnify, defend, or hold the Village, its officials, employees, or officers harmless for the Village, its officials, employees, and officers' negligent acts or omissions. The Village's responsibility under the Contract Documents shall be limited to the limited waiver of sovereign immunity set forth in section 768.28, Florida Statutes (2024), inclusive of the monetary amounts set forth therein, regardless of any cause of action or claim, whether in contract or tort. Nothing in the Contract Documents shall be construed as the Village's waiver of sovereign immunity or as consent to be sued. The Village shall have no duty to indemnify, defend, or hold harmless Axon, its officials, employees, or agents in the Contract Documents.

SECTION 6 - ENTIRETY OF CONTRACTUAL AGREEMENT

6.1 The Village and Axon agree that this Addendum and the other Contract Document(s) set forth the entire contract between the parties, and that there are no promises or understandings other than those stated in the Contract Documents. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Axon, except by written instrument executed by both parties hereto.

SECTION 7 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

7.1 The contract between the parties consists of this Addendum and the remaining Contract Document(s). To the extent that there exists a conflict between this Addendum and the remaining Contract Document(s), the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 8 –PALM BEACH COUNTY IG

8.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Axon should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 9 – PUBLIC RECORDS LAW

9.1 Public Records: Axon shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), 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 services.

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 the Contract Documents following completion of the Contract Documents if the Axon does not transfer the records to the Village.

d. Upon completion of the Contract Documents, transfer, at no cost, to the Village all public records in possession of Axon or keep and maintain public records required by the Village to perform the service. If Axon transfers all public records to the Village upon completion of the Contract Documents, Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Axon keeps and maintains public records upon completion of the Contract Documents, Axon 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 AXON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AXON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE VILLAGE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 10 –LIMITATION OF LIABILITY

10.1 Notwithstanding anything to the contrary in the Contract Documents, the Village, its officers, employees, and agents shall not be responsible or liable to Axon, its officers, employees, contractors, or agents for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages; for any third party acts or omissions; or, for any public disclosure of proprietary information made in good faith or in accordance with Florida law.

SECTION 11 – EXECUTION, EFFECTIVENESS, AND SURVIVAL

11.1 The Contract Documents may be executed in counterparts, each of which shall be an original, but all of each such Contract Documents shall constitute one and the same document. The parties agree to accept the execution and delivery of the Contract Documents by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

11.2 The Contract Documents shall become effective upon the Village's Village Council's approval and execution of the same.

11.3 Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination.

Remainder of this page intentionally left blank
Signature page follows

IN WITNESS WHEREOF, the parties hereto have caused this Addendum (Fireline Backflow Inspections) to be executed as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By:_____
Kimberly Wynn, Village Clerk

By:_____
Michael Bornstein, Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

AXON:

Axon Enterprise, Inc.

By: _____
Print Name: Robert E. Driscoll, Jr.
Print Position: Deputy General Counsel

[Corporate Seal]

STATE OF ~~FLORIDA~~ Arizona)
COUNTY OF ~~PALM BEACH~~ Maricopa)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or __online notarization on this 5th day of November, 2024, by Robert E. Driscoll, Jr. of Axon Enterprise, Inc., a corporation authorized to do business in the State of Florida, who is ~~personally known~~ to me or who has produced _____ as ~~identification~~, and who did take an oath that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind the Axon to the same.

Notary Seal:

NATALIE SHARP
Notary Public - Arizona
Maricopa County
Commission # 631850
My Comm. Expires Sep 4, 2026

_____
Notary Public Signature Natalie Sharp

EXHIBIT "A"

Axon's Quote and MSPAC (50 pages)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-582303-45579.596GM

Issued: 10/14/2024

Quote Expiration: 11/30/2024

Estimated Contract Start Date: 12/15/2024

Account Number: 123417
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Palm Springs Police Dept.- FL 230 Cypress Ln Palm Springs, FL 33461-1604 USA	**Palm Springs Police Dept.- FL** **FINANCE 226 CYPRESS LN PALM SPRINGS FL 33461** **USA** PALM SPRINGS FL 33461 **USA** Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Griffin McKean Phone: Email: gmckean@axon.com Fax:	Gregory Croucher Phone: 561-584-8300 Email: gcroucher@vpsfl.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$268,952.20
ESTIMATED TOTAL W/ TAX	$268,952.20

Discount Summary

Average Savings Per Year	$11,429.64
TOTAL SAVINGS	$57,148.20

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$53,790.44	$0.00	$53,790.44
Nov 2025	$53,790.44	$0.00	$53,790.44
Nov 2026	$53,790.44	$0.00	$53,790.44
Nov 2027	$53,790.44	$0.00	$53,790.44
Nov 2028	$53,790.44	$0.00	$53,790.44
Total	**$268,952.20**	**$0.00**	**$268,952.20**

Quote Unbundled Price:	**$326,100.40**
Quote List Price:	**$280,340.80**
Quote Subtotal:	**$268,952.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	57	60	$94.62	$81.24	$77.91	$266,452.20	$0.00	$266,452.20
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
Total							**$268,952.20**	**$0.00**	**$268,952.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	57	2	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	57	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	1140	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	350	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	48	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	9	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	57	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	180	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	11/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	11/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	11/15/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	170	1	11/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	460	1	11/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	57	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	57	12/15/2024	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/15/2024	12/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	57
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	57	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	57	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	11/15/2025	12/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/15/2025	12/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	230 Cypress Ln	Palm Springs	FL	33461-1604	USA
2	230 Cypress Ln	Palm Springs	FL	33461-1604	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$500.00	$0.00	$500.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	57	$53,290.44	$0.00	$53,290.44
Total				**$53,790.44**	**$0.00**	**$53,790.44**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/14/2024



Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt , respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: November 5, 2024

CUSTOMER:

_____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.
    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
    b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
    c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
    d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
    e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term (**"Axon Records Subscription"**)

b. An **"Update"** is a generally available release of Axon Records that Axon makes available from time to time. An **"Upgrade"** includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating

for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.
   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.
2. **Purpose and License**.
   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.
3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.
4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:
   4.1. use API Service in any way other than as expressly permitted under this Agreement;
   4.2. use in any way that results in, or could result in, any security breach to Axon;
   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
   4.11. disclose Axon's API manual.
5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Police Department

ITEM #17: Piggyback Agreement - Emergency Vehicle Equipment - Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us

SUMMARY: The Police Department has a need to purchase and install equipment for its newly purchased vehicles to support the public safety services and activities that are provided by our Police Officers. To ensure the lowest possible price, staff is recommending that the Village continues to piggyback off the current Broward County Sheriff's Office contract awarded to Strobes-R-Us.

This selection by the Broward County Sheriff's Office was completed through a competitive selection process – Emergency Equipment for Law Enforcement Vehicles – (RLI #23004AP – June 5th, 2023). Within the FY 2025 budget, the Village Council approved $726,000 to be used for the purchase of police vehicles. With Council approval, the Police Department will be purchasing fifteen (15) police vehicles: (eight marked police vehicles and seven unmarked vehicles) with the associated graphics and equipment. There is only a need to further outfit thirteen (13) of these vehicles. Through the Broward County Sheriff's Office bid, the Police Department was able to obtain a price of $122,961.68 to purchase the necessary emergency equipment and lighting to outfit the following thirteen (13) vehicles:

- Eight (8) 2025 marked patrol vehicles are $99,869.76
- Five (5) 2025 unmarked vehicles are $23,091.92

If approved, the Village would accept Strobes-R-Us pricing by continuing to piggyback off the Broward County Sheriff's Office Invitation to Bid/RLI #23004AP (Agreement by and between Gregory Tony, as Sheriff of Broward County, Florida and Strobes-R-Us, Inc., for Emergency Equipment for Vehicles for Broward Sheriff's Office) including all terms, conditions, and pricing therein. The term of the contract is set to expire on June 8th, 2026.

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

FISCAL IMPACT:
Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2025 Approved Budget - Vehicles - General Fund

$726,000 FY 2025. The total vehicle equipment costs will be $122,961.68 for the purchase of emergency safety/lighting equipment for thirteen (13) vehicles: eight (8) marked and five (5) unmarked vehicles. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Broward Sheriff's Office - Shyft Group Contract - Expiration June 8, 2026
2. Shyft Group Piggyback Agreement 2024-2026
3. Strobes 2025 Police Interceptor Quote
4. Strobes 2025 Chevrolet Equinox
5. Strobes 2025 Ford Explorer Quote
6. Strobes 2025 Ford Maverick Quote
7. Strobes 2025 Nissan Altima Quote

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AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this 5th day of June, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA with a principal place of business located at 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as "BSO") and **THE SHYFT GROUP UPFIT SERVICES, INC.,** doing business as **Strobes-R-Us,** a foreign for profit corporation eligible to conduct business in Florida with its principal place of business located at 41280 Bridge Street, Novi, Michigan 48375 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, BSO issued RLI #23004AP - Emergency Equipment for Vehicles (attached hereto and marked as Exhibit A), requesting letter of interest, and statement of qualifications and experiences for Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

1.1 **Agreement** means this document and the exhibits attached hereto.

1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.

1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.

1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise

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performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator relative to this Agreement is as follows:

BSO Contract Administrator:
Scott Barnett Fleet Manager Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312 *Telephone*: (954) 497-1440 *Email*: Scott_Barnett@Sheriff.org

1.5 **Contractor** shall mean THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US and its successors and assigns.

1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.

1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II
TERM

2.1 The initial term of this Agreement shall be three (3) years commencing on **June 9, 2023** and expiring on **June 8, 2026**, unless otherwise extended or terminated in accordance with the terms of this Agreement.

2.2 BSO shall have the right to renew this Agreement at its sole discretion for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III
OBJECTIVES AND PERFORMANCE STANDARDS

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3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;

b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;

c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

d. Provide the best value in terms of the quality and timely performance of Services;

e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;

f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;

g. Maintain open communication with BSO's Contract Administrator and staff;

h. Establish and/or maintain a safety program that meets the highest industry standards;

i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;

j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;

k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;

l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

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3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.

3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV
NON-EXCLUSIVE AGREEMENT

4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.

4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. *Additionally, in such cases of Piggybacking, BSO's service orders shall take first precedence to all other governmental entities service order(s).*

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SECTION V
SCOPE OF SERVICES

5.1 NORMAL HOURS OF OPERATION: CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE International;
NFPA (National Fire Protection Association);
UL (Underwriters Laboratories Inc.);
OSHA 1910.95 "Permissible Noise Exposure"; and
Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).

b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original

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estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any instillations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.

e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.

f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.

g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the

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same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).

j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.

k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to suppliant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

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CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars ($50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents,

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employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI
CONSIDERATION/INVOICING

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

a. BSO purchase order number
b. The date of the report
c. Cost of labor
d. Cost of subcontractor services
e. Number of Cost of supplements
f. Contract serial number
g. BSO vehicle identification number
h. Vehicle identification number
i. Total number of reworks
j. Total labor rates with labor hours

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k. Work order number
l. Description of work performed and reason for repair
m. Detail itemized parts listing and pricing and serial numbers of parts
n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:
CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.
Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII
TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII
HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

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SECTION IX
REWORK

9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X
LIABILITY/INDEMNIFICATION

10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.

10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.

10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

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10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.

10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI
DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII
CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.

12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

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12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.

12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.

12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII
CONTRACTOR'S FACILITY(IES)

13.1 LOCATION OF SERVICE

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida or at CONTRACTOR's Jupiter, Florida location as needed. For any and all work to be completed outside of Broward County, Florida, CONTRACTOR shall tow SHERIFF's vehicle(s) to CONTRACTOR's facility at its own expense on a flatbed truck. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

13.2 FACILITY COMPLIANCE

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

13.3 FACILITY SAFETY & SECURITY

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In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV
EQUIPMENT, TOOLS, AND FURNITURE

14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.

14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV
PERMITS, TAXES, AND LICENSES

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI
INSURANCE

16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.

16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and

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commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 for aggregate disease.

b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million ($2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars ($1,000,000).

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d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.

e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars ($2,000,000.00) and to include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than $2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.

f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of $100,000 per vehicle. Coverage shall include both the unit being towed and its contents.

f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.

16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office

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Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.

16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.

16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII
WASTE & DISPOSAL OF PARTS

17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

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17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII
INSPECTION OF WORK

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX
WARRANTY

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;

b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;

c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and

d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX
REPORTING / RECORDS

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20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).

20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.

20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.

20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.

20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

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BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

(a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.

(b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.

(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 the contract term and following completion of the contract if the contractor does not transfer the records to BSO.

(d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon

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request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI
MEETINGS

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII
ANNUAL PERFORMANCE REPORT

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII
INDEPENDENT CONTRACTOR

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV
SUBCONTRACTING

24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

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24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV
TERMINATION

25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.

25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

a) CONTRACTOR'S violation of the Public Records Act;
b) The insolvency, bankruptcy or receivership of CONTRACTOR;
c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.

25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI
WAIVER

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It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII
SURVIVORSHIP OF BENEFITS

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII
ENTIRE AGREEMENT

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX
SEVERABILITY

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX
CIVIL RIGHTS REQUIREMENTS

30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.

30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors,

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transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI
CONFIDENTIALITY

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:

a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.

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31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII
PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of $2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

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This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:
Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:
General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:
Tomer Hanina
The Shyft Group Upfit Services, Inc.
d/b/a Strobes-R-Us
2681 Hammondville Road
Pompano Beach, FL 33069
Telephone: (954) 946-9955
Email: Sales@SRUs.com

SECTION XXXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

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SECTION XXXVII
MISCELLANEOUS

37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein”, “hereof”, “hereunder”, and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or

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Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US

DocuSigned by:
Tomer R Hanina
455B157E28D74B1...
_____ Date: 6/2/2023 | 10:58 AM EDT
Authorized Representative's Signature

Tomer R Hanina
_____
Print Name/Title

FEIN: 35-2646349

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: DocuSigned by: Colonel Oscar Llerena BFC4A5F17955440... _____ Date: 6/5/2023 | 15:36 PM EDT
Colonel Oscar Llerena, Executive Director
Department of Administration

DS
kSM
Approved as to form and legal sufficiency subject, to execution by the parties:

By: DocuSigned by: Terrence Lynch 84C9E594DDEB4B3... _____
General Counsel Terrence Lynch
Executive Director
Office of the General Counsel

Broward Sheriff's Office
2601 W. Broward Blvd. Ft. Lauderdale, FL 33312

Sheriff Gregory Tony
sheriff.org

RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Ann Potter

Solicitation 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Solicitation Number	**23004AP**
Solicitation Title	**Emergency Equipment for Vehicles for Broward Sheriff's Office**
Solicitation Start Date	**Mar 2, 2023 5:20:45 PM EST**
Solicitation End Date	**Apr 4, 2023 3:00:00 PM EDT**
Question & Answer End Date	**Mar 17, 2023 3:00:00 PM EDT**
Solicitation Contact	**Ann Potter** **Ann_Potter@sheriff.org**
Solicitation Contact	**Jason L Spaide** **Jason_Spaide@sheriff.org**
Solicitation Contact	**Samentha Morales** **Samentha_Morales@sheriff.org**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**120 days**

Solicitation Comments

THE BROWARD SHERIFF'S OFFICE (BSO), WILL RECEIVE FORMAL LETTERS OF INTEREST, AND STATEMENTS OF QUALIFICATIONS AND EXPERIENCES, FOR "***EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE***".

PLEASE READ THE REQUEST FOR LETTER OF INTEREST (RLI) CAREFULLY, AND INCLUDE IN YOUR PROPOSAL ALL INFORMATION, FORMS AND DOCUMENTS REQUESTED. ANY PROPOSER THAT HAS QUESTIONS ON HOW TO UPLOAD DOCUMENTS INTO PERISCOPE/BIDSYNC SHOULD CONTACT PERISCOPE/BIDSYNC'S CUSTOMER SUPPORT LINE AT 1-800-990-9339.

RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED UNTIL THE TIME AND DATE INDICATED IN THE SOLICITATION AND WILL BE ACCEPTED THROUGH PERISCOPE/BIDSYNC ONLY. PROPOSALS SUBMITTED BY E-MAIL, FAX, ETC, WILL NOT BE ACCEPTED.

Attachment "A" Alternative or Equivalent Bundled Product Price Sheet and Attachment "B" Proposer's Current and Past Contracts over the last 8 years must be downloaded and completed. Once completed it must be uploaded to Periscope/Bidsync with your response.

Item Response Form

Item	**23004AP--01-01 - COMMUNITY SERVICE AIDE (SUV)BUILD SHEET**
Quantity	**100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 100

Description
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

COMMUNITY SERVICE AIDE (SUV)CHEVY EQUINOX, FORD ESCAPE OR SIMILAR Build Sheet must include the following: (Pricing must include price for all parts and labor)

1X	HHS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
1X	IW8AR	FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS . CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES.
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOES IN HOUSINGS
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
1X	14.0553	SHO-ME BRAND 3 OUTLET CIGAR PLUG
1X	PKG-PSM-3013	HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE
1X	UT-1006	HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES
1X	C-PM-1001	HAVIS PENTAX POCKETJET PRINTER HOLDER
1X	MZL-26	AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS
1X	TINT-SUV	3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.

Item **23004AP--01-02 - MARKED PATROL CHEVY SILVERADO BUILD SHEET**

Quantity **200 each**

Unit Price

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 200

Description
Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY SILVERADO BUILD SHEET setup must include the following:

1X	EB2-STT-BB	WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.
1X	C399 + CCTL7	WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD
1X	C399K9	INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC
1X	CEXAMP	DUAL TONE SIREN AMP MODULE FOR SIREN
1X	CV2V	VEHICLE TO VEHICLE SYNC MODULE
2X	SA315P +SAK	WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	358118481	HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	5176T-6SR	TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING
2X	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE
1X	352-01	TUFFY BRAND UNDERBENCH LOCKBOX
1X	C-VSW-1900-SIOLV-PM	HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT
1X	C-ARM-102	HAVIS SIDE MOUNT ARM REST
1X	C-MD-112	TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER
1X	C-HDM-214	VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND
1X	UT-1006	PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES
1X	CUP2-1001	HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS
1X	C-AP-0945-L	LOCKING CUBBY FOR CONSOLE
1X	C-FP	COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	ERUN-STRIP-RBW	60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE
1X	PRPSP55412SIL19A	PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT
1X	WB54NPSIL19	PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS
1X	SC-920-VERTICAL	SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS
2X	LL2500	25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA
1X	4421 + 44214	METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS
1X	16518177 +80 +78	CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.
1X	TINT-2DOOR	3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM.

CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60" STRIP LOCATED UNDER THE REAR TAILGATE.

Item	**23004AP--01-03 - MARKED PATROL CHEVY TAHOE BUILD SHEET**
Quantity	**250 each**
Unit Price	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 250

Description

Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY TAHOE BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include all parts and labor

(1X	EB2-STT-BB	WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.
1X	C399 + CCTL7	WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD
1X	C399K6	INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC
1X	CEXAMP	DUAL TONE SIREN AMP MODULE FOR SIREN
1X	CV2V	VEHICLE TO VEHICLE SYNC MODULE
2X	SA315P +SAK	WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS
1X	185080F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER
2X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	COMMANDERPLUS8	SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE
1X	5168T-6SR	TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING
2X	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE
1X	M844282-A	MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON
1X	7126-7611	BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.
1X	SBX-5012	HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS
1X	VSW-1005-TAH-PM	HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT
1X	C-ARM-102	HAVIS SIDE MOUNT ARM REST
1X	C-MD-112	TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER
1X	C-HDM-214	VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND
1X	UT-1006	PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES
1X	CUP2-1001	HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS

1X	C-FP	COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	PRPSP5714T21A	PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT
1X	S5702T21	REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS
1X	WB57NPT21	PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS
1X	SC-920-VERTICAL	SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS
1X	16518177 +80 +78	CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.
1X	TINT-2DOOR	3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW.

Item **23004AP--01-04 - UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include parts and labor

1X	HHS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
1X	ISFW54X-RBW	WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE
2X	ULB9LDC-RBWW	SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185050F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER
4X	HERO-A	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-21	HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
1X	COMMANDERPLUS8	SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE
4X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
2X	TCRWX5 + TCRB	TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY

		TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS
1X	M844282-A	MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON
1X	7126-7611	BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.
1X	SBX-5012	HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS
1X	TINT-SUV	3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED'S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED'S, AND INNER EDGE

Item	**23004AP--01-05 - UNDERCOVER CHEVY SEDAN/SMALL SUV BASIC BUILD SHEET**
Quantity	**100 each**
Unit Price	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 100

Description

Quantities are estimated for the year. Quantities are not guaranteed.
If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER CHEVY SEDAN/SMALL BASIC BUILD SHEET TO INCLUDE CHEVY MALIBU, TOYOTA CAMRY, NISSAN ALTIMA OR SIMILAR.

1X	HS4200	WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION
2X	ULB9LDC-RBWW	SVP DUO DUAL DASH LIGHT R/B WITH WHITE SHROUD AND MOUNTS TO VEHICLE WITH NO OVERRIDE. INCLUDES FLASH BACK HOLES DRILLED IN HEADLINER
1X	SA315P + SAK	WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET
1X	185050F	BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER
4X	VTX609J	RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH
2X	12D-RB-W	STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLSHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 12 DIODES
2X	4X-LB	L BRACKET FOR MOUNTING GRILL LIGHTS
2X	L-3	L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE
1X	7126-7530	BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP TOP LID. 14W BY 37D BY 10H INCLUDES GAS SPRING TO HOLD OPEN LID. 3 MEDECO HIGH SECURITY RESTRICTED COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION
1X	CABLELOCK	KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND HEAVY DUTY "D"RING MOUNTED TO REAR OF LOCK BOX
1X	TINT-SEDAN	3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SEDAN. ALL WINDOWS
1X	TINT-STRIP	3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW
1X	INSTALLATION	INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL LIGHTS MUST BE SMOKED. TAKEDOWN BUTTON STEADY BURNS THE FRONT WINDOW LED'S IN WHITE.

SCENE BUTTON STEADY BURNS BOTH THE FRONT AS WELL AS THE GRILL LIGHTS IN WHITE.

WINDOW LED'S IN WHITE

Item	**23004AP--01-06 - WHELEN ENGINEERING**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-07 - ECCO/PSE AMBER**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-08 - PRO-GARD**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave.

Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-09 - ACE K9**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-10 - HAVIS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-11 - JOTTO**
Quantity	**1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-12 - SOUNDOFF**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-13 - AMERICAN ALUMINUM**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-14 - TREMCO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-15 - GO-RHINO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-16 - D&R ELECTRONICS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RFP to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RFP throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-17 - TROY PRODUCTS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-18 - BOSS STRONG BOX**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-19 - TUF-LOC/ESMET**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-20 - SIGNAL VEHICLE PRODUCTS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-21 - WANCO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-22 - BROOKING INDUSTRIES**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term,

including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer..

Item	**23004AP--01-23 - RAM MOUNT**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-24 - TRUCK VAULT**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-25 - AKRON BRASS/WELDON**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-26 - LIND ELECTRONICS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-27 - SANTA CRUZ**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-28 - TUFFY**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave.

Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-29 - SETINA**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-30 - BROTHERS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-31 - FIRE RESEARCH CORP (FRC)**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-32 - ACARI PRODUCTS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-33 - AMEREX**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-34 - BOSS SAFETY PRODUCTS**
Quantity	**1 each**
Percentage	

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-35 - DIAMONDBACK AUTOMOTIVE**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-36 - DURMAG**
Quantity **1 each**
Percentage
Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item **23004AP--01-37 - EXTENDOBED**
Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-38 - EZ STAK/OPS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-39 - GOLIGHT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-40 - HELLA**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-41 - KUSSMAUL ELECTRONICS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-42 - LEGEND FLEET SOLUTIONS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-43 - MAXXIMA**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-44 - MOTOLIGHT INC**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-45 - RANGER DESIGN**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-46 - SCOTT LOCK**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-47 - STICO**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-48 - STREAMLIGHT**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-49 - STROBES-R-US BRAND**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-50 - WAGAN INVERTERS**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

Item	**23004AP--01-51 - WESTIN AUTOMOTIVE**
Quantity	**1 each**
Percentage	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item	**23004AP--01-52 - SHOP LABOR RATE**
Quantity	**1 hour**
Unit Price	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

Description
Proposers shall indicate a "per hour" shop labor rate for any services other than bundled installations.

BACKGROUND, OBJECTIVES, REQUIREMENTS, RESPONSIBILITIES

1. BACKGROUND AND OBJECTIVES:

1.1 The Broward Sheriff's Office (BSO) is seeking a qualified candidate to provide all services necessary to provide and Install Emergency Equipment for Broward Sheriff's Office Vehicles. The Proposer's technical proposal presented should address the requirements, as well as, explain and/or describe additional options, features and benefits of the proposed solution. This RLI establishes a general scope and terms of services that should form the basis of each Proposers' proposal and BSO will tentatively select a successful Proposer based on the submitted proposals. BSO reserves the right to enter into discussions with the tentative awardee to negotiate appropriate tailoring of the selected proposal and negotiate a final set of terms and conditions for this contract. BSO is taking this approach because the nature of the requirements and the varied details concerning how it might be successfully satisfied by different Proposers may necessitate additional clarification.

1.2 It is anticipated that BSO will award all services to one (1) Proposer; however we reserve the right to award to more than one Proposer.

1.3 The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.

1.4 It is anticipated that the term of this agreement will be for three (3) years with two (2) one-year renewal options.

1.5 Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this Solicitation.

2. RESPONSIVENESS AND RESPONSIBILITY CRITERIA

2.1 Responsiveness Criteria:

A Responsive Proposer means a contractor, business entity or individual who has submitted a Proposal that conforms in all material respects to the requirements of this solicitation. The requirements of this solicitation and scope of work include, but are not limited to, the required forms included in this solicitation which contain all requested information, signatures, notarizations, insurance, bonding, security and any other solicitation documents.

Failure to provide the information required may result in a Proposer being deemed non-responsive. BSO reserves the right to waive minor technicalities or irregularities as is in the best interest of BSO.

2.2 Responsibility Criteria:

A Responsible Proposer means a contractor, business entity or individual who is capable of meeting all of the requirements of this solicitation and resulting contract. Capable includes the financial and technical ability to perform as contractually required.

At any time prior to award, BSO may find that a Proposer is not responsible to receive a particular award.

3. REQUIREMENTS OF THE SOLICITATION:

Failure to meet the following requirements listed in this Section may result in removal of a Proposal from consideration. Any documents/information requested anywhere in this solicitation should be included in the Proposal and labeled as indicated in this Section 3, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation which is not included with the Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

3.1 General

3.1.1 Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync/Periscope Holdings Inc. when submitting a proposal and labeled as **Exhibit 3.1.1.**

3.1.2 Responsibilities of Proposer:

It is the responsibility of each Proposer to:

- Examine the solicitation documents thoroughly;
- Visit the site, if applicable, to become familiar with conditions which may affect cost, progress, performance of furnishing of required services;
- Take into account any federal, state, local laws which may affect cost, progress, performance or furnishing of required services;
- Carefully correlate Proposer's observations with the RLI solicitation and supporting documents; and
- Carefully review solicitation and supporting documents and notify BSO through BidSync/Periscope Holdings Inc. Q&A section, of any questions or requests for clarifications.

Each Proposer acknowledges that:

- The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.
- Proposer's submittal in response to this RLI shall constitute an incontrovertible representation by Proposer that it has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the services required by the RLI solicitation.

In preparing a response to this solicitation, Proposer shall rely on its own assumptions, investigations, examinations, studies, interpretations, expertise and opinions. Proposer shall base its submission on its own judgment, analysis and opinion of feasibility of the project. BSO does not guarantee the details pertaining

to existing reports, on any documents included with this solicitation to be more than a general indication of the services.

3.2 Legally authorized to do Business in the State of Florida: Proposer should be legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See http://www.sunbiz.org/). See Submittal Section 3.2 to provide information and documentation.

3.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.

3.4 Questionnaire: Proposer should answer all questions and provide as much information as possible in a concise manner. If responses exceed the maximum characters accepted on the Questionnaire, attach separate document to the proposal titled "Supplemental Reponses". List the question number, restate the question, and provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync/Periscope Holdings Inc. before the Q & A deadline.

3.5 Financial Stability: **Proposers will be stable and financially solvent.**

Proposer should include documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements, SEC filings, or Dun & Bradstreet Reports. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. SEC filings and/or Dun & Bradstreet Reports, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. This documentation should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.5.**

If not included the Proposal, Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office.

3.6 Company Background and Qualifications:
Provide a complete response to this section 3.6 Company Background and Qualifications. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.

3.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within this Solicitation.



3.6.2 Proposer should be actively engaged for a period of a minimum of five (5) years for the past eight (8) years or longer in providing similar scope of services and demonstrate experience in required services. See document labeled **Attachment "B"** to provide information and documentation.

3.6.3 Proposers shall have a track record of providing quality and reliable Emergency Equipment services with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List/Project List should be included with the Proposal and labeled as **Exhibit 3.6.3**.

3.6.4 **Staff Qualifications:**
Describe in detail how Proposer's staff meet the Staff Requirements indicated in **3.6.4.** Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4**.

3.6.4.1 All staff assigned to this contract are to be trained in accordance with industry guidelines and standards. Indicate how Prosper company will accomplish this. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as **Exhibit 3.6.4.1.**

3.6.4.2 All staff assigned to this contract will perform all services to the utmost professional standards.

3.6.4.3 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. See document labeled **"Submittal Section 7.6"** to provide information and documentation, as applicable.

3.6.4.4 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of Proposer will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.4**.

3.6.4.5 Proposer shall use Certified Emergency Vehicle Technicians (EVT's) and Factory certified and trained personnel to ensure that BSO will have experienced, skilled, competent, trained personnel with full working knowledge and troubleshooting skills pertaining to emergency vehicle service and repair. Include with your proposal a list of the current certifications held by your employees. Response should be

uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.5**

3.6.4.6 Proposer must have established experience with a Law Enforcement/Fire Agency comparable in size to the Broward Sheriff's Office's for a minimum of 5 years within the past 8 years. Proposer should complete the form "Proposer's Current and Past Contracts over the last 8 years" **(Complete Attachment "B" in Bidsync/Periscope Holdings Inc.)**

3.6.5 BSO reserves the right to inspect the facilities of any Proposer or of all Proposers prior to making an award without prior notice, between the hours of 8:00AM – 3:30PM, and at any time during the agreement period.

3.7 **Scope of Services**:

Provide a complete response to section 3.7 Scope of Services of the Solicitation. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibits in the subsections below. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.7**.

3.7.1 GENERAL REQUIREMENTS

3.7.1.1 Installation of said equipment is a requirement of this RLI. Proposers shall provide all components as required to ensure a turn-key installation and an equipment package that is fully functional.

3.7.1.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE INTERNATIONAL
NFPA (National Fire Protection Association)
UL (Underwriters Laboratories Inc.)
OSHA 1910.95 "Permissible Noise Exposure"
Parts are to be either Original Equipment Manufacturer (OEM) or meets OEM standards

3.7.1.3 Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

3.7.2 FACILITIES

3.7.2.1 Proposer should have an actual building used for installation of equipment, with a security system, cameras and fencing ("Facility"). BSO vehicles are required to be secured within a fenced compound and under video surveillance at all times.

3.7.2.2 The Facility where work is to be performed and vehicles stored and parked must be located within Broward County.

3.7.2.3 The Broward Sheriff's Office may perform a site inspection of Proposer's Facilities as part of the evaluation process prior to award of this RLI. During the solicitation process, the Broward Sheriff's Office reserves the right to inspect the Proposer's Facility at any reasonable time with or without prior notice throughout the duration of a contract.

3.7.2.4 The installation Facility must be factory authorized to install and service all equipment provided to BSO. The Proposer must be a certified authorized dealer of all the manufacturers being proposed in items 6 – 51. Proposer to add additional manufacturers listed in the proposal Questionnaire. Proposer must be factory authorized to install & service equipment.

3.7.2.5 Proposer's Facility must be able to receive vehicles direct from the factory/dealer, if requested by BSO, and store them until they are up-fitted or transferred to a BSO location.

3.7.2.6 Proposer must be capable of picking up and delivering vehicles to a BSO facility, currently located at 2421 NW 16th St., Pompano Beach, Florida 33069. This location is subject to change at BSO's direction. Proposer's Facility must be able to store 50 or more BSO vehicles at any given time within the above listed security protocols.

3.7.2.7 Proposer's Facility should be open at a minimum during normal business hours from 8:30AM to 5:30PM, Monday through Friday excluding holidays or weekends.

3.7.3 OPERATIONS

3.7.3.1 Proposer will be responsible for all transportation costs, if applicable, to comply with the requirements of this RLI.

3.7.3.2 Proposer's staff must not drive or operate BSO police vehicles off premises unless picking up or delivering to BSO. Any vehicle operated off Proposers premises must be clearly marked as "OUT OF SERVICE".

3.7.3.3 Upon completion of vehicle's, Proposer will notify BSO Fleet Services at 954-497-1440 to arrange for inspection prior to delivery. Any work not to BSO Fleet

Services satisfaction, shall be redone by the Proposer at no additional charge to BSO.

3.7.3.4 Proposer must be able to perform Pre-Delivery Manufacturer Inspections on vehicles, if requested. The cost of this service will be paid by the Manufacturer directly.

3.7.3.5 BSO will not be responsible for additional fees or costs, including but not limited to, fuel surcharge or mileage. Proposer should take this into consideration when submitting pricing.

3.7.3.6 BSO Fleet Services reserves the right to reject any equipment/part or workmanship which it may deem unsuitable for use or not in accordance to industry standards, in BSO's discretion.

3.7.3.7 BSO Fleet Services interpretation of pre-defined specifications shall be final and binding.

3.7.3.8 BSO Fleet Services will make no allowances or concessions to a Proposer for any alleged misunderstanding of quantity, quality, location or other conditions of the work specified herein.

3.7.3.9 Proposer shall be required to complete the entire work or any part thereof, to the satisfaction of the BSO Fleet Services in strict accordance with resulting Agreement.

3.7.3.10 The Proposer shall not make any additions, changes, alterations or omissions, or perform extra work, except with prior written authorization of the BSO Fleet Services.

3.7.3.11 Proposer will conduct final equipment tests, inspections and training exercises under the supervision of the BSO Fleet Services.

3.7.3.12 Proposer's staff who are responsible for configuration of equipment must be familiar with local codes and procedures for safe emergency vehicle siren and light operation.

3.7.3.13 Proposer must be a factory authorized distributor for the products(s) provided as a result of this RLI.

3.7.4 REPORTING OF ACCIDENTS

3.7.4.1 In the event of accidents of any kind to or on BSO property, the Proposer shall furnish WITHOUT DELAY, copies of all such accident reports to the BSO Fleet Services. The vendor is responsible for any damages that occur to the vehicle while it is in their possession.



3.7.5 INSTALLATION

3.7.5.1 Labor Rate

Proposer's shall indicate a "per hour" shop labor rate for any services other than bundled installations.

3.7.5.2 Requirements

3.7.5.2.1 All wiring must be wire tied and loomed and secured to the vehicle. All wiring should be color coded or hot stamped to identify each wire and its function. Wiring will follow a consistent color scheme. Wiring diagrams must be available to BSO Fleet Services upon request.

3.7.5.2.2 All installations must be properly fused and wired as to the factory specifications set forth by both the vehicle and equipment manufacturers.

3.7.5.2.3 The placement of emergency equipment must be approved by the BSO Fleet Services prior to installation.

3.7.5.2.4 All installation will have electrical installations, (i.e. circuit breaker or fuse).

3.7.5.2.5 All lighting and siren packages will not exceed capability of vehicles electrical system.

3.7.5.2.6 All mounting hardware used on the exterior of the vehicle must be BSO approved.

3.7.5.2.7All Lightbar cables must be sealed using an appropriate black gasket type silicone. Connection should use 3M brand water resistant connectors and be heat shrunk, when applicable and/or requested by BSO.

3.7.5.2.8 Proposer should have a current drop ship code for various vehicles, based in Broward County, and will be responsible for delivery of completed vehicles to BSO Fleet Services at no additional cost.

3.7.5.2.9 Proposer should be able to produce a minimum of 10 complete builds per week, to include complete patrol vehicle builds.

3.7.6 SUB-CONTRACTORS

All work should be performed by Proposer's employees. However, where Proposer intends to use a subcontractor to complete any work or to provide any services under this contract, written notice and approval by BSO Fleet Services prior to such use. The Broward Sheriff's Office reserves the right to approve or

disapprove the use of any or all such subcontractors and/or to set conditions, restrictions, or limitations upon such use.

Any subcontractors used shall be required to comply with the RLI's terms and conditions and the Proposer shall be responsible for the performance of any subcontractor.

3.7.7 PURCHASE ORDERS/INVOICES

Invoices for each completed vehicle must include a unique number, reference the Contract and fully detail all related costs as follows:

Bundled Items
The name of the Bundle Item
The date the vehicle arrived and the date work was completed
VIN

Non-Bundled Items
Parts (individually listed with price)
Labor (broken down by the hour for each task)
The date the vehicle arrived and the date work was completed
VIN

All requests for work will be done by quote based on the terms and conditions of this RLI. After receipt of the request, the Proposer will quote from the appropriate product catalog less the discount per this RLI, the hourly rate per this RLI, and the amount of hours it will take to complete the task or based on the Bundle Item. After receipt of a quote, a Purchase Order will be processed and forwarded to the Proposer.

3.7.8 GUARANTEE

The Proposer warrants that all goods, materials, and workmanship furnished, whether furnished by the Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

During the term of the Agreement, Proposer guarantees items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office. Warranty for all parts and labor will be for a minimum term of five years, regardless of the manufacturer's standard parts warranty.

Proposer must guarantee a “one working day” response time from the receipt of the vehicle to diagnose warranty issues under the labor agreement.

3.7.9 PRODUCT INFORMATION

Product literature, specifications, and technical information, including Manufacturer’s Safety Data Sheets (MSDS) should be provided with response as an attachment to the “**RLI FORM**”.

3.7.10 NEW MERCHANDISE

Proposer will guarantee items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office.

3.7.11 WARRANTY SERVICES

The Proposer shall warrant and guarantee all work performed and parts installed by Proposer or its subcontractors for a minimum of five (5) years.

3.7.11.1 All parts installed by Proposer on or in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer’s or reseller’s warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. Proposer will take all steps in facilitating the naming BSO as the owner and holder of all such warranties.

3.7.11.2 All work is fully and completely warranted for by original equipment manufacturer’s or reseller’s warranties, and if there is no such original equipment manufacturer’s or reseller’s warranties, then for five (5) years after the date of the completion of the Proposer’s Services to the vehicle;

3.7.11.3 The materials, parts and supplies shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

3.7.11.4 Proposer should perform warranty services within 72 hours when equipment is available. There will be no substitutions of brand names or part numbers unless the old part number has been discontinued and replaced with a new part number.

3.7.12 TOWING SERVICES

The Proposer shall provide towing services for ALL BSO vehicles and equipment which is inoperable as determined at the discretion of BSO. The cost of
any BSO vehicle that is being towed to or towed from one of BSO's service centers or to a subcontractor will be invoiced separately to BSO by the Proposer with no mark up, and capped at a maximum cost of $50.00 per tow. Estimated amount of tows are 200 per year.

4. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.

Attachment A

Alternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

	Quantity	Part Number	Price	Alternative Part Description	Alternative Manufacturer	Alternative Part Number	Alternative Price
COMMUNITY SERVICE AIDE (SUV) SETUP							
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	**1X**	HHS4200	Included				Included
FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS. CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES.	**1X**	IW8AR	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	**1X**	SA315P + SAK	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	**1X**	185080F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS	**2X**	HERO-A	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS	**2X**	HERO-W	Included				Included
HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED	**4X**	HERO-ADAPTER	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODSCAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE.	**1X**	COMMANDERPLUS6	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE	**2X**	L-3 L	Included				Included
SHO-ME BRAND 3 OUTLET CIGAR PLUG	**1X**	14.0553	Included				Included
HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE	**1X**	PKG-PSM-3013	Included				Included
HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES	**1X**	UT-1006	Included				Included
HAVIS PENTAX POCKETJET PRINTER HOLDER	**1X**	C-PM-1001	Included				Included
AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS	**1X**	MZL-26	Included				Included

3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV	**1X**	TINT-SUV	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	**1X**	TINT-STRIP	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.	**1X**	INSTALLATION	Included				Included
Total Bundled Price			$				$
MARKED PATROL CHEVY SILVERADO BUILD SHEET							
WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.	**1X**	EB2-STT-BB	Included				Included
WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD	**1X**	C399 + CCTL7	Included				Included
INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC	**1X**	C399K9	Included				Included
DUAL TONE SIREN AMP MODULE FOR SIREN	**1X**	CEXAMP	Included				Included
VEHICLE TO VEHICLE SYNC MODULE	**1X**	CV2V	Included				Included
WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET	**2X**	SA315P +SAK	Included				Included
SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS	**2X**	ULB9LDC-RBWW	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	**1X**	185080F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**2X**	HERO-A	Included				Included
HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE	**2X**	358118481	Included				
HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**1X**	HERO-W	Included				
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANDERPLUS6	Included				Included

TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING	**2X**	5176T-6SR	Included				Included
PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE	**1X**	12D-RBW	Included				Included
TUFFY BRAND UNDERBENCH LOCKBOX	**1X**	352-01	Included				Included
HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT	**1X**	C-VSW-1900-SIOLV-PM	Included				Included
HAVIS SIDE MOUNT ARM REST	**1X**	C-ARM-102					
TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER	**1X**	C-MD-112	Included				Included
VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND	**1X**	C-HDM-214	Included				Included
PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES	**1X**	UT-1006	Included				Included
HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS	**1X**	CUP2-1001	Included				Included
LOCKING CUBBY FOR CONSOLE	**1X**	C-AP-0945-L	Included				Included
COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.	**1X**	C-FP	Included				Included
AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES	**1X**	MZL-26SR	Included				Included
60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE	**1X**	ERUN-STRIP-RBW	Included				Included
PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT	**1X**	PRPSP55412SIL19A	Included				Included
PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS	**1X**	WB54NPSIL19	Included				Included
SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPONS MOUNTS VERTICALLY BETWEEN SEATS	**1X**	SC-920-VERTICAL	Included				Included
25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA	**2X**	LL2500	Included				Included
METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS	**1X**	4421 + 44214	Included				Included

CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.	1X	16518177 +80 +78	Included				Included
3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY	1X	TINT-2DOOR	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60" STRIP LOCATED UNDER THE REAR TAILGATE.	1X	INSTALLATION	Included				Included
Total Bundled Price			$				$
MARKED PATROL CHEVY TAHOE BUILD SHEET							
WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.	1X	EB2-STT-BB	Included				Included
WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD	1X	C399 + CCTL7	Included				Included
INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC	1X	C399K6	Included				Included
DUAL TONE SIREN AMP MODULE FOR SIREN	1X	CEXAMP	Included				Included
VEHICLE TO VEHICLE SYNC MODULE	1X	CV2V	Included				Included
WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET	2X	SA315P +SAK	Included				Included
SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS	2X	ULB9LDC-RBWW	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER	1X	185080F	Included				Included

HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**2X**	HERO-A	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANDERPLUS6					Included
SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE)	**1X**	COMMANDERPLUS8	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE	**2X**	L-3 L	Included				Included
TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING	**1X**	5168T-6SR	Included				Included
PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE	**2X**	12D-RBW	Included				Included
MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON	**1X**	M844282-A	Included				Included
BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.	1X	7126-7611	Included				Included
HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS	**1X**	SBX-5012	Included				Included
HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT	**1X**	VSW-1005-TAH-PM	Included				Included
HAVIS SIDE MOUNT ARM REST	**1X**	C-ARM-102	Included				Included
TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER	**1X**	C-MD-112	Included				Included
VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND	**1X**	C-HDM-214	Included				Included
PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND SMALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES	**1X**	UT-1006	Included				Included
HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS	**1X**	CUP2-1001	Included				Included
COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER	**1X**	C-FP	Included				Included

AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES	**1X**	MZL-26SR	Included				Included
PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT	**1X**	PRPSP5714T21A	Included				Included
REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS	**1X**	S5702T21	Included				Included
PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS	**1X**	WB57NPT21	Included				Included
SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS	**1X**	SC-920-VERTICAL	Included				Included
CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.	**1X**	16518177 +80 +78	Included				Included
3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY	**1X**	TINT-2DOOR	Included				Included
INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW.	**1X**	INSTALLATION	Included				Included
Total Bundled Price			$				$
UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET							
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	**1X**	HHS4200	Included				Included
WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE	**1X**	ISFW54X-RBW	Included				Included

SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED	**2X**	ULB9LDC-RBWW	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	**1X**	SA315P + SAK	Included				Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER	**1X**	185050F	Included				Included
HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING	**4X**	HERO-A	Included				Included
HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE	**2X**	HERO-21	Included				Included
HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED	**4X**	HERO-ADAPTER	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANERPLUS6	Included				Included
SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE	**1X**	COMMANDERPLUS8					Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE	**4X**	L-3 L	Included				Included
TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS	**2X**	TCRWX5 + TCRB					Included
MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON	**1X**	M844282-A					Included
BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.	**1X**	7126-7611	Included				Included
HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS	**1X**	SBX-5012	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS	**1X**	TINT-SUV	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	**1X**	TINT-STRIP	Included				Included

INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED'S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED'S, AND INNER EDGE	**1X**	INSTALLATION					Included
Total Bundled Price			$				$
UNDERCOVER SEDAN BASIC BUILD SHEET							
			Included				Included
WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION	**1X**	HHS4200	Included				Included
SVP DUO DUAL DASH LIGHT R/B WITH WHITE OVERRIDE. INCLUDES FLASH BACK SHROUD AND MOUNTS TO VEHICLE WITH NO HOLES DRILLED IN HEADLINER	**2X**	ULB9LDC-RBWW	Included				Included
WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET	**1X**	SA315P + SAK					Included
BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER	**1X**	185050F	Included				Included
RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS	**4X**	VTX609J	Included				Included
SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH	**1X**	COMMANDERPLUS6					Included
STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLASHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 12 DIODES	**2X**	12D-RB-W	Included				Included
L- BRACKET FOR MOUNTING GRILL LIGHTS	**2X**	4X-LB	Included				Included
BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE	**2X**	L-3	Included				Included
BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP TOP LID. 14W BY 37D BY 10H INCLUDES GAS SPRING TO HOLD OPEN LID. 3 MEDECO HIGH SECURITY RESTRICTED COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION	**1X**	7126-7530	Included				Included
KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND HEAVY DUTY "D"RING MOUNTED TO REAR OF LOCK BOX	**1X**	CABLELOCK	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SEDAN. ALL WINDOWS	**1X**	TINT-SEDAN	Included				Included
3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW	**1X**	TINT-STRIP	Included				Included

INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL LIGHTS MUST BE SMOKED. TAKEDOWN BUTTON STEADY BURNS THE FRONT WINDOW LED'S IN WHITE. SCENE BUTTON STEADY BURNS BOTH THE FRONT WINDOW LED'S IN WHITE AS WELL AS THE GRILL LIGHTS IN WHITE.	**1X**	INSTALLATION					Included
Total Bundled Price			$				$

Attachment "B"

Proposer's Current and Past Contracts over the last 8 years

Provide a list of all Government Contracts you were engaged in for a period of a minimum of five (5) years or longer in providing similar scope of services during the past eight (8) years for the same or similar services which are the subject of this RLI and provide all information requested below. Include any contract that has ended, terminated, expired or cancelled (collectedly "Terminated") for any reason during the past eight (8) years.

Government Agency Name	Solicitation Type	Contract Period, including amendments and extensions (collectively "Contract Term")	Dollar Amount of Contract per year and for the Contract Term	Average Number of Vehicles processed per week	Total Number of Vehicles completed during the Contract Term	Indicate whether the contract was Terminated for any reason before the termination or expiration date of the contract, including amendments and extensions, and if so, why.

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal
1.	State how your company intends to comply with all the elements indicated in this RLI.	
2.	List your company's current inventory of equipment as it relates to this RLI.	
3.	Does your company have the facilities to receive the vehicles direct from the factory and store until they are fitted to perform the initial PDI? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement.	_____ Yes _____ No
4.	Provide any special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process.	
5.	Please describe your current training program for the employees that will be assigned to this contract.	
6.	Does your company have Certified EVT technicians? If yes, how many and of those, how many will be assigned to this contract? Please provide proof of the certified EVT's. **Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as Exhibit 3.6.4.5**.	
7.	Does your company have the ability to produce 10 complete builds per week? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. **Response should be uploaded to BidSync/Periscope Holdings Inc.**	_____ Yes _____ No

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal
	when submitting the proposal and labelled as Exhibit 3.7.6.2.9.	
8.	Indicate the current manufacturer certifications you maintain which are relevant to this RLI. **Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as Exhibit 3.7.2.4.**	
9.	State any credit holds with any supplier, currently and within the past 12 months.	
10.	Please provide other manufacturer's not listed on items 6 – 51 that your facility is authorized to install and service. For each manufacturer, please list the corresponding percentage discount off manufacture's list price.	



DRUG FREE WORKPLACE CERTIFICATION
RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

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

(2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
- (ii) The Proposer's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and psychological service; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
- (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)

Electronic Signature (Print Name)

AFFIDAVIT

RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

OR

2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1. Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2. Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.

Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.

(Company Name)

Electronic Signature (Print Name)



PROPOSAL ACKNOWLEDGEMENT FORM

RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Office

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.

Legal Company Name:

Electronic Signature Proposer's Authorized Representative's Name:

Representative's Title:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

NON-COLLUSION CERTIFICATE

I, _____, representing _____ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: _____, Solicitation Title: _____ ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By: _____ _____ 20_____

Signature Date

_____

Printed Name and Title

Federal Employer Identification Number _____



EQUAL BENEFITS CERTIFICATION

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.8.10 of the Purchasing Bureau's Standard Operating Procedures (hereafter referred to as "SOP's"); and certifies the following:
(**Please check only one below**).

☐ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.

☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.

☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**

☐ The Contractor's price proposal for the initial contract term is $100,000 or less.

☐ The Contractor employs less than five (5) employees.

☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Contractor does not provide benefits to employees' spouses.

☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)

☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

(Legal Company Name)

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.8.10

Contractors Shall Offer Equal Benefits for Domestic Partners:

A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.

B. Definitions.

1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.

2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.

3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.

4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over $100,000.

5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.

6. "Dependent" means a person who lives within the household of a domestic partnership and is:

   a. A biological child or adopted child of a Domestic Partner; or

   b. A dependent as defined under IRS regulations; or

   c. A ward of a Domestic Partner as determined in a guardianship proceeding.

C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:

1. The Contractor does not provide benefits to employees' spouses; or

2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or

4. The Contractor is a governmental agency; or

5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or

6. The Contract is for the lease of real property; or

7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or

8. The provisions of this section would violate or be inconsistent with grant requirements; or

9. The Contract is necessary to respond to an emergency; or

10. The Sheriff waives the requirements of this section in the best interests of the agency.

E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:

1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.

2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.

3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.

4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.

F. Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

W-9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print **or type** See Specific Instructions on page 2.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or Single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt Payee Code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintaind outside the U.S.)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▸ Date ▸

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years.
However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.
Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

	individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-
b. So-called trust account that is not a legal or valid trust under state law	trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN,

• Ensure your employer is protecting your SSN, and

• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at
1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



SCRUTINIZED COMPANY CERTIFICATE
RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Office

I, _____, representing _____ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: _____, Solicitation Title: _____ ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria,.

By: _____ _____ 20____
Signature Date

_____
Printed Name and Title

Federal Employer Identification Number _____

_____
Printed Name of Firm

Address of Firm

SUBMITTAL DOCUMENT 4

List any court cases, litigation, judgments, settlements of cases; and debarments and/or suspensions (Legal/other Actions) within the past three (3) years of the Proposer and/or its P

State the type of Action (litigation, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each)("Named Parties")	Provide a summar

SUBMITTAL SECTION

RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Off

1. COMPANY PROFILE: Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with lega to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

Legal Company Name	Indicate if Corporation, Partnership Or Individual submitting Proposal
Company Street Address	Electronic Signature Name of Officer Submitting Proposal
City, State, Zip Code	Title of Officer Submitting Proposal
Federal ID Number	E-Mail Address of Officer Submitting Proposal
Telephone Number	Cell # of Officer Submitting Proposal
FAX Number	

A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:
5. Secretary's Name:
6. Treasurer's Name:
7. Name and Address of Resident Agent:

B. If Proposer is a partnership, answer the following:

1. Date of Organization:
2. Name, address and ownership of all partners:
3. State whether a general or limited partnership:

C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents,

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

G. SALE, ACQUISITION OR MERGER:

i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes ☐ No ☐

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes ☐ No ☐

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

2. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and p

Yes ☐ Name(s) and Position(s)

No ☐

3. BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt # Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐ No ☐

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as

Yes ☐ No ☐

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corpor Company Name).

State of FL, Div. of Corporations Document #

Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☐ No ☐

If yes, label and attach file as **"Submittal Document 3.2".** Also, have you included a copy of your license in the proposal and attached a

Yes ☐ No ☐

3.3 List other Licenses, include copy with Proposal and label as "**Submittal Document 3.3**":

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this s Proposer and its Principals. "Case" includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported acti firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint ve

Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professior

"Principals" mean the following:

(A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who hav corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classes ownership interest in the voting stock of the corporation.

(B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 per in the partnership, association, trust, or other entity.

(C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indir or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability compar

(D) A parent and/or a subsidiary of your firm.

Has your firm or its "Principals" had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions

Yes ☐ No ☐

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions)	Name of Court, Regulatory Agency, etc. where action filed	Case/File No.	Date Action Filed/Initiated	List whether against the Proposer and/or its Principals (and provide legal name for each) ("Named Parties")	Provide a summary/natu

5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

☐ Yes ☐ No

If Yes, include copy of certification with your Proposal. Label file as **"Submittal Document 5"** and upload into BidSync.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other F other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

Other Florida Sheriff's Office(s)	Yes ☐	No ☐
Other Florida Police Department(s)	Yes ☐	No ☐
Other Florida Governmental Agencies	Yes ☐	No ☐

7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation:

7.2 How long has your company been in business?

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as **"Submittal Document 7.4"** anc

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as **"Submittal Document 7.5"** and upload into Bi

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualificatior

(a) *Experience Summaries* – For each key person that will be assigned to the services/project, the submittal must include an experie prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the cont *attachment to the submittal.*
Label file as **"Submittal Document 7.6. (a)"** and upload into BidSync.

(b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The ch personnel that the firm will assign to the project.
Label file as **"Submittal Document 7.6. (b)"** and upload into BidSync.

(c) *Addresses* – The address of the office in which each key person currently works.
Label file as **"Submittal Document 7.6. (c)"** and upload into BidSync.

(d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type described in the submittal should have been undertaken by the responding firm within the previous five (5) years.
Label file as **"Submittal Document 7.6. (d)"** and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be p in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. I performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSy

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

Submittal Document 4	**Yes** ☐	**No** ☐
Submittal Document 5	**Yes** ☐	**No** ☐
Submittal Document 7.4	**Yes** ☐	**No** ☐
Submittal Document 7.5	**Yes** ☐	**No** ☐
Submittal Document 7.6. (a)	**Yes** ☐	**No** ☐
Submittal Document 7.6. (b)	**Yes** ☐	**No** ☐

Submittal Document 7.6. (c)	**Yes** ☐	**No** ☐
Submittal Document 7.6. (d)	**Yes** ☐	**No** ☐
Submittal Document 7.7	**Yes** ☐	**No** ☐



GENERAL TERMS AND CONDITIONS
RLI # 23004AP
Emergency Equipment for Vehicles for Broward Sheriff's Office

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

Emergency Equipment for Vehicles for Broward Sheriff's Office

SECTION ONE – GENERAL

1.1. Proposals must be submitted electronically at www.BidSync.com **on or before the specified time and date on the bid document.**

1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.

1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.

1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.

1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal.** An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.
Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.

1.6 PUBLIC RECORD: Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:

(a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.

(b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.

(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 the contract term and following completion of the contract if the contractor does not transfer the records to SHERIFF.

(d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF 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.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

1.7 AGREEMENT PROVISIONS:

1.7.1 Awarded Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Awarded Proposer shall meet all State and

Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the Contract.

1.7.2 In the event no exceptions are included on the Agreement Exception Form, then Awarded Proposer agrees to the terms and conditions found within the attached Sample Agreement. In the event exceptions are included on the Agreement Exception Form by the Awarded Proposer, then BSO reserves the right, in its sole and absolute discretion, to accept or reject any or all of the proposed changes and if the parties cannot come to an agreement, BSO can proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO. Additionally, BSO reserves the right, at any time, to add, modify and delete any of the terms and conditions provided in the Sample Agreement subject to Awarded Proposer's agreement. In the event Awarded Proposer does not agree, BSO can either agree or proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO.

1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.

1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize sub-contractors or independent contractors to fulfill the terms of any resulting agreement provided:

1.9.1 Written approval by BSO, and

1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and

1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.

1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.

1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.

1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.

1.13 INSURANCE: Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

1.13.1 Commercial General Liability: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million ($2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each disease, and $500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars ($10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:
Contractor shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:
If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten

(10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars ($1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars ($1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

1.19 Verification of Employment Eligibility:

1.19.1 In accordance with, §448.095, Florida Statutes, Awarded Proposer shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Awarded Proposer enters into a contract with a subcontractor performing work or providing services on its behalf, Awarded Proposer shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

1.19.2 Every Awarded Proposer shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Awarded Proposer may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

1.19.3 The Awarded Proposer certifies that:
1.19.3.1. The Awarded Proposer and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
1.19.3.2 The Awarded Proposer and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
1.19.3.3 The Awarded Proposer will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
1.19.3.4 The Subcontractor will provide the Awarded Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
1.19.3.5 The Awarded Proposer must maintain a copy of such affidavit.
1.19.3.6 The Broward Sheriff's Office may terminate this Agreement on the good faith belief that the Awarded Proposer or its Subcontractors knowingly

violated Florida Statutes 448.09(1) or 448.095(2)(c).

1.19.3.7 If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), the Awarded Proposer may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated.

1.19.3.8 The Awarded Proposer is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Agreement.

1.20 Foreign Influence:

Awarded Proposer represents and warrants that it has made any applicable disclosures to BSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

1.21. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

1.21.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

1.21.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

1.21.3 No award will be made to an offeror listed on the SAM Excluded list.

1.22 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

Test Period - Services

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

Test Period - Product

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained

in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

1.23 **Termination:** The Agreement and the parties' performance may be terminated upon the following events:

1.23.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.

1.23.2 **Termination without Cause.** BSO shall have the right to terminate the Agreement without cause and for BSO's convenience by providing the Awarded Proposer with thirty (30) calendar days written notice. Awarded Proposer will be paid for services or goods delivered up to the date of termination.

1.23.3 **Termination for Cause.** In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or these terms and conditions.

1.23.4 **Termination for Lack of Funds.** In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County (or if this Agreement is funded by way of a grant source, then in the event the funds to finance this Agreement become unavailable or are not allocated by that grant source), BSO may provide Awarded Proposer with thirty (30) days written notice of termination.

1.23.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

1.23.5.1 Awarded Proposer's violation of the Public Records Act;

1.23.5.2 The insolvency, bankruptcy or receivership of Awarded Proposer;

1.23.5.3 Awarded Proposer's violation or non-compliance with NON-DISCRIMINATION Section of these terms and conditions; or

1.23.5.4 Awarded Proposer fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.

1.23.5.5 Awarded Proposer submits a false certification as provided in Sections 1.18 through 1.20 above.

Neither the expected termination nor the expiration of the Agreement shall relieve Awarded Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services/products until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the Awarded Proposer's duty to indemnify and defend BSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

1.24 **Non-Discrimination:** Awarded Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Awarded Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Awarded Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Awarded Proposer, its successors, transferees, and assignees for the period during which services/products are provided. The Awarded Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.25 **CALEA Standards & Criminal Justice Information Services Standards**

1.25.1 If the Awarded Proposer is providing computer or telecommunication services that stores, transmits or copies (or facilitates any of the forgoing) data originating from BSO and/or Awarded Proposer is providing services offered by the Awarded Proposer interfaces with, or Awarded Proposer needs access to, any of the BSO'S Criminal Justice Information Systems ("CJIS") which contain Criminal Justice Information ("CJI") (as defined by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE") and includes but not limited to any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges) then the following provisions apply to this Agreement:

1.25.2 Ownership of all data originating from BSO and sent to, or hosted by, the Awarded Proposer remains the BSO'S exclusive property. To the extent that the Awarded Proposer needs access to such data to deliver the services contemplated within the parties' Agreement, the Awarded Proposer is allowed such limited access and limited use. Upon expiration of this Agreement for any reason, said limited access to the data shall expire and Awarded Proposer shall provide BSO copies of all data hosted and/or stored by Awarded Proposer under this Agreement in a commercially accepted downloadable format (for example, XLM format and WORD format) or allow BSO access to such data for downloading up to ninety (90) days after the termination of this Agreement without any additional cost or expense.

1.25.3 The storage (cloud storage or otherwise) of the data considered to be CJI shall only occur by Awarded Proposer in servers and/or data centers and/or computer systems physically located in the United States or its territories and Indian Tribes and/or Canada and subject to the respective governmental jurisdictions (U.S. federal government, individual U.S. State governments, U.S. Indian Tribes or the Royal Canadian Mounted Police).

1.25.4 The software and/or hosting services being provided by the Awarded Proposer to BSO shall use the latest security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO'S data will be stored in

mirrored, redundant, secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Awarded Proposer agrees to institute commercially reasonable restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this Agreement. Awarded Proposer shall provide layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Awarded Proposer shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Awarded Proposer shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO'S systems and/or services being provided by Awarded Proposer.

1.25.5 Awarded Proposer shall have in place a disaster recovery plan that includes the recovery of critical systems (i.e., systems that provide software services to customers) in event of Awarded Proposer's full or partial data center outage. The plan must include at a minimum, the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (i.e. suitable generator). The Awarded Proposer must be able to execute the disaster recovery plan within moments of a disaster declaration. Awarded Proposer must test its disaster recovery plan annually.

1.25.6 Awarded Proposer agrees to comply with all security protocols, handling, storing, hosting, transmitting and copying of CJI data on CJIS in accordance with the latest version of the Criminal Justice Information Services Security Policy (CSP) published and updated periodically by the FBI and can be found here: https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center and the most current CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) both of which are incorporated herein by reference into the parties' Agreement.

1.25.7 Awarded Proposer shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Awarded Proposer may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor.

1.25.8 All of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors who access or handle in any way, BSO'S CJIS or CJI the appropriate security awareness training via the CJIS online application and update and maintain the same throughout the duration of this Agreement. Awarded Proposer shall maintain the Security Addendum Certification form mandated by CSP and provided by BSO'S CJIS Compliance unit to Awarded Proposer for each of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors with access to BSO'S CJI or CJIS.

1.25.9 Awarded Proposer and any staff, employee, subcontractors, agents and/or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.

1.25.10 If the services rendered by Awarded Proposer under this Agreement is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/or FDLE, then Awarded Proposer shall take all necessary action to bring its services into compliance as soon as possible. BSO reserves the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Awarded Proposer, BSO may terminate the Agreement and Awarded Proposer shall allow BSO the ability to recapture BSO'S data as more fully described herein and Awarded Proposer shall facilitate BSO'S efforts in recovering said data from Awarded Proposer's systems.

SECTION TWO
RLI PROCEDURES

2.1 SELECTION/NEGOTIATION PROCESS: It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.

2.2 CONE OF SILENCE: This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: http://www.sheriff.org (Use search box in Upper Right of Screen and type in Lobbyist) - click on "Purchasing Bureau" to access the **Lobbyist Policy**.

2.3. ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):

2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.BidSync.com. Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.

2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit BidSync.com to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement**: The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. ADDENDA: In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5 MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS: See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. REVIEW OF PROPOSALS: Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 PRESENTATIONS/INTERVIEWS: The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities.

Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.

2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.

2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.

2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

2.8 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this solicitation and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the solicitation. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this solicitation and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this solicitation without any award and/or "piggyback" off of another existing government contract and/or GSA.

2.9 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the

discretion of BSO Purchasing Bureau Director.

2.10 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: http://www.sheriff.org , (Use search box in Upper Right of Screen and type in Protest - click on **Protest Procedure).**

AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

☐ There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or

☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change

Legal Company Name:

Electronic Signature:
Company's Authorized Representative:

Name **Title**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. BSO cannot contract with these types of providers if they are debarred or suspended by the federal government.

2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.

3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.

5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.

6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.

7. The Broward Sheriff’s Office may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

8. This signed certification must be kept in the contract manager’s file. Subcontractor’s certifications must be kept at the contractor’s business location.

CERTIFICATION

The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Signature _____ Date _____

Name _____ Title _____

Company Name _____

VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. IF THIS FORM IS BEING REQUESTED AS PART OF A SOLICITATION, IT MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify

Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Contractor may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Contractor, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The Broward Sheriff's Office may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Date

Confidentiality Agreement

#

Note: To be completed by those involved in the solicitation process and for Successful Proposer employees involved in the project after award.

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with _____, an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned _____ ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

I. Acknowledgment of Confidentiality. Assignee hereby acknowledges that (he / she) may be exposed to confidential information including, without limitation, criminal intelligence information,
(Circle one of the above)
criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

(i) Information already known or independently developed by Assignee and/or CONTRACTOR;

(ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or

(iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

II. Covenant Not to Disclose. With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, Assignee executes this Confidentiality Agreement on the date set forth below.

(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR

Electronic Signature *(Individual's Name)*	Date
Witness	Date

REFERENCE FORM

REFERENCE FORM - To be completed by Proposer's Client, not the Proposer

PROPOSER'S COMPANY NAME:_____

Name of Reference Agency: _____

Address of Reference: _____

Contact Information of Reference:

_____ _____
Name Title

_____ _____
Phone # E-Mail Address

1. Reference Company a. Type of Business _____
   b. Estimated # of employees_____

2. Project Name: _____

3. Project Amount: _____

4. Description of services provided by Vendor:_____

   _____

5. Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

6. Would you use this vendor again? Yes No If No, please explain:_____

   _____

7. Contract term - begin/end dates that Proposer has provided Services to you.

   (If there were any breaks in services, please state reason and duration of the break):

   _____

   _____

8. Is Proposer still providing services to your agency? If not, please elaborate: _____

   _____

9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please elaborate. _____

10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?

    _____

PROPOSER'S COMPANY NAME: _____

11. What is response time for addressing concerns?_____

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

_____

_____

Please rate your experience with the Vendor:	Needs Improvement	Satisfactory	Excellent	Not Applicable
1. Vendor's Quality of Service				
a) Responsive				
b) Accuracy				
c) Deliverables				
2. Vendor's Organization:				
a) Staff expertise				
b) Professionalism				
c) Staffing Turnover				
d) Timeliness of Project				
e) Deliverables				
3. Project completed within budget				
4. Cooperation with:				
a) Your Firm				
b) Subcontractor(s)/ Subconsultant(s)				
c) Regulatory Agency(ies)				

Additional Comments: (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

_____ _____

Name & Signature of Agency Representative Title

_____

Date

NOTICE TO VENDORS PROVIDING SOCIAL SECURITY NUMBERS TO BSO

With regard to formal solicitations issued by the Broward Sheriff's Office (BSO), BSO requires a background check for any individual requesting to attend pre-bid conferences, site visits and/or work at secure facilities. In order to conduct the background check, the Broward Sheriff's Office collects the social security number for each such individual. Collection of your social security number is voluntary. If you choose not to provide your social security number to BSO for the purpose of a background check, you will not be granted access to secure areas, including jail facilities, and will not be able to attend pre-bid conferences and/or site visits, including those that are mandatory.

All social security numbers collected by the Broward Sheriff's Office are confidential and exempt from Florida's Public Records Act. Pursuant to s. 119.071(5), a public agency in Florida may request a social security number from an individual when it is imperative for the performance of the Agency's duties and responsibilities as prescribed by law.

Your social security number will not be utilized for any purpose other than the purpose stated.

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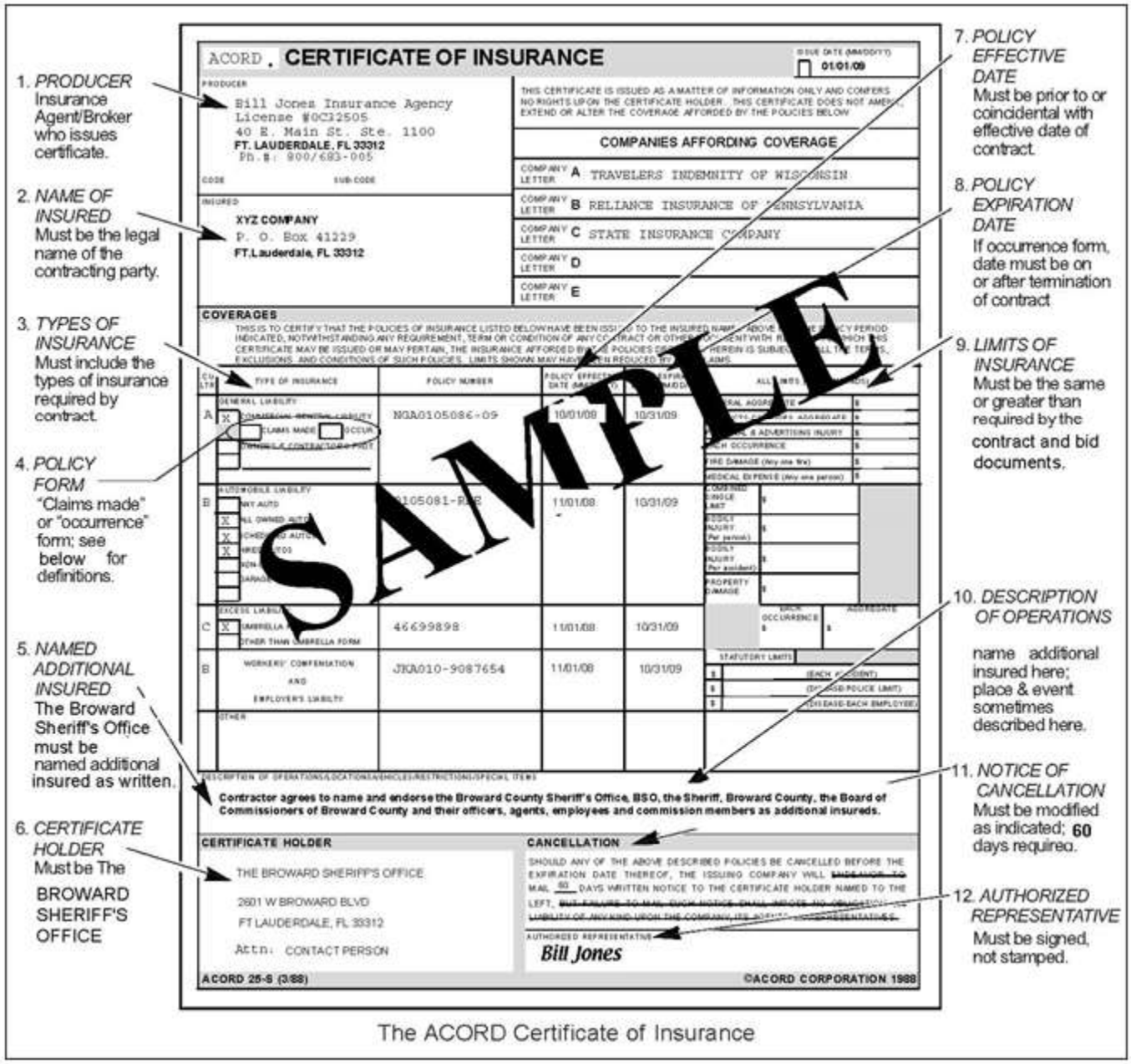
INSURANCE CERTIFICATE SAMPLE

BROWARD SHERIFF'S OFFICE

Quick Tips

Understanding the Acord Certificate of Insurance



The ACORD Certificate of Insurance

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".

5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies

6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.

7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.

8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.

9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.

10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.

11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."

12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office

AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
[Contractor's Name]
FOR EMERGENCY EQUIPMENT FOR VEHICLES
FOR BROWARD SHERIFF'S OFFICE

THIS AGREEMENT is entered into this ____ day of _____, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and **[Contractor's Name]** a Florida **[Business Entity Type]** authorized to do business in the State of Florida with its principal place of business at **[Address 1, Address 2, City, State, Zip-Code]** (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, BSO issued RLI #23004AP (attached hereto and marked as Exhibit A) requesting letter of interest, and statement of qualifications and experiences for "Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

WHEREAS, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

WHEREAS, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, BSO and CONTRACTOR hereby agree as follows:

SECTION I
DEFINITIONS

Where the following terms occur herein, the intent and meaning shall be as follows:

1.1 **Agreement** means this document and the exhibits attached hereto.

1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.

1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.

1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and

conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this Agreement is Scott Barnett, BSO Fleet Manager or his designee.

1.5 **Contractor** shall mean **[CONTRACTOR'S NAME]** and its successors and assigns.

1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include vehicles owned or operated by U.S. Marshall's Office (approximately 11 vehicles) and Attorney General's Fraud Unit (approximately 60 vehicles) or any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.

1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

SECTION II
TERM

2.1 The initial term of this Agreement shall be three (3) years commencing on **[Month Day, Year]** and expiring on **[Month Day, Year]**, unless otherwise extended or terminated in accordance with the terms of this Agreement.

2.2 BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

SECTION III
OBJECTIVES AND PERFORMANCE STANDARDS

3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;

b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;

c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

d. Provide the best value in terms of the quality and timely performance of Services;

e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;

f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;

g. Maintain open communication with BSO's Contract Administrator and staff;

h. Establish and/or maintain a safety program that meets the highest industry standards;

i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;

j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;

k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;

l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.

3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

SECTION IV
NON-EXCLUSIVE AGREEMENT

4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.

4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.

4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. Additionally, in such cases of Piggybacking, BSO's service order shall take first precedence to other governmental entities service order.

SECTION V
SCOPE OF SERVICES

5.1 NORMAL HOURS OF OPERATION: CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

SAE International;
NFPA (National Fire Protection Association);
UL (Underwriters Laboratories Inc.);
OSHA 1910.95 "Permissible Noise Exposure"; and
Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).

b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any instillations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.

e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.

f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.

g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).

j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.

k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to suppliant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars ($50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

SECTION VI
CONSIDERATION/INVOICING

6.1 CONSIDERATION

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

6.2 MONTHLY INVOICE

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

a. BSO purchase order number
b. The date of the report
c. Cost of labor
d. Cost of subcontractor services
e. Number of Cost of supplements
f. Contract serial number
g. BSO vehicle identification number
h. Vehicle identification number
i. Total number of reworks
j. Total labor rates with labor hours
k. Work order number
l. Description of work performed and reason for repair
m. Detail itemized parts listing and pricing and serial numbers of parts
n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional

documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

6.3 END OF YEAR INVOICE:
CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10th of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10th date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

6.4 EXPENSES.
Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VII
TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

SECTION VIII
HIDDEN DAMAGE OR CONDITIONS

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

SECTION IX
REWORK

9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs

for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

SECTION X
LIABILITY/INDEMNIFICATION

10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.

10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.

10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.

10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees',

agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

SECTION XI
DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

SECTION XII
CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY

12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.

12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.

12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.

12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XIII
CONTRACTOR'S FACILITY(IES)

13.1 LOCATION OF SERVICE

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

13.2 FACILITY COMPLIANCE

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

13.3 FACILITY SAFETY & SECURITY

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

SECTION XIV
EQUIPMENT, TOOLS, AND FURNITURE

14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.

14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

SECTION XV
PERMITS, TAXES, AND LICENSES

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

SECTION XVI
INSURANCE

16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.

16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive

subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 for aggregate disease.

b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million ($2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars ($1,000,000).

d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million ($1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.

e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars ($2,000,000.00) and to

include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than $2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.

f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of $100,000 per vehicle. Coverage shall include both the unit being towed and its contents.

f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.

16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office
Attn.: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or

by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.

16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.

16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

SECTION XVII
WASTE & DISPOSAL OF PARTS

17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

SECTION XVIII
INSPECTION OF WORK

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

SECTION XIX
WARRANTY

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;

b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;

c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and

d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

SECTION XX
REPORTING / RECORDS

20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).

20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said

digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.

20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.

20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.

20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

(a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.

(b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.

(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 the contract term and following completion of the contract if the contractor does not transfer the records to BSO.

(d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.

(e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO

with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

SECTION XXI
MEETINGS

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

SECTION XXII
ANNUAL PERFORMANCE REPORT

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

SECTION XXIII
INDEPENDENT CONTRACTOR

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

SECTION XXIV
SUBCONTRACTING

24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

SECTION XXV
TERMINATION

25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written

notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.

25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

25.4 Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

a) CONTRACTOR'S violation of the Public Records Act;
b) The insolvency, bankruptcy or receivership of CONTRACTOR;
c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.

25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.

25.6 Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

SECTION XXVI
WAIVER

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

SECTION XXVII
SURVIVORSHIP OF BENEFITS

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

SECTION XXVIII

ENTIRE AGREEMENT

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

SECTION XXIX
SEVERABILITY

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

SECTION XXX
CIVIL RIGHTS REQUIREMENTS

30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.

30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

SECTION XXXI
CONFIDENTIALITY

31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the

aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:

a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.

31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

SECTION XXXII
PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of $2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

SECTION XXXIII
DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

SECTION XXXIV
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

SECTION XXXV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Colonel Oscar Llerena
Department of Administration
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With copy to:
General Counsel Terrence Lynch
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

To CONTRACTOR:
[Contractor's Agent/Representative]
[Contract's Name]
[Address 1]
[Address 2]
[City, State Zip-Code]

SECTION XXXVI
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXXVII
MISCELLANEOUS

37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein”, “hereof”, “hereunder”, and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGE TO FOLLOW.]

AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND [Contractor's Name] FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.

CONTRACTOR: [Contractor's Name]

_____ Date: _____
Authorized Representative's Signature

_____
Print Name/Title

FEIN: _____

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____ Date: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

Approved as to form and legal
sufficiency subject to execution
by the parties:

By_____
Terrence Lynch, Executive Director
General Counsel
Office of the General Counsel

EXHIBIT A
BSO RLI #23004AP

EXHIBIT B
CONTRACTOR'S PROPOSAL TO BSO RLI #23004AP

EXHIBIT C
LIST OF SUBCONTRACTORS

If left blank, then none.

EXHIBIT D
CONFIDENTIALITY

WHEREAS, GREGORY TONY, Sheriff of Broward County ("SHERIFF") has entered into an Agreement with CONTRACTOR'S NAME, ("CONTRACTOR") wherein Contractor will be performing certain work and services for SHERIFF.

WHEREAS, CONTRACTOR has assigned _____ ('Employee/Agent") to perform such work on behalf of CONTRACTOR; and

WHEREAS, when performing such work and providing such services Employee/Agent may have access to SHERIFF data, information, memorandum, documents and ideas.

WHEREAS, when performing such work and providing such services Employee/Agent may come in contact with information or documents of a confidential nature, including but not limited to, information related to undercover vehicles.

NOW THEREFORE, in consideration of SHERIFF's allowing Employee/Agent to perform services and for other good and valuable consideration, Employee/Agent agrees as follows:

I. Acknowledgment of Confidentiality. Employee/Agent hereby acknowledges that Employee/Agent may be exposed to confidential and proprietary information of the SHERIFF including, without limitation, criminal intelligence information, criminal investigative information, undercover vehicles, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, Employee/Agent hereby agrees that during the term of rendering services or performing work and at all times thereafter Employee/Agent shall not disseminate, use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose. Employee/Agent shall not take pictures or videos or sound recordings of any of SHERIFF'S vehicles or SHERIFF'S equipment unless authorized specifically authorized under section 20.2 of the parties' Agreement or unless otherwise specifically authorized by SHERIFF in writing.

IN WITNESS WHEREOF, Employee/Agent has made and executed this Agreement on the date indicated below. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

_____ _____

Employee/Agent Signature Date

_____

Print Name

EXHIBIT E
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

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

(2) Establishing a continuing drug-free awareness program to inform its employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The vendor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);

(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;

(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; and/or

(ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

_____ _____
(Vendor Signature) (Company Name)

_____
(Print Name) (Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____ as _____ (title) of _____ known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____
(Signature)

_____
(Print Name)

My commission expires: _____

EXHIBIT F
SCRUTINIZED COMPANY CERTIFICATE

I, _____, representing _____
(name of corporation/partnership/agency) am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the forgoing person or business entity to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract or executing a new contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that the forgoing named person or business entity is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

By: _____ _____20___

Signature Date

_____
Printed Name and Title

Federal Employer Identification Number __-_____

_____
Printed Name of Firm

_____
Address of Firm

Question and Answers for Solicitation #23004AP - Emergency Equipment for Vehicles for Broward Sheriff's Office

Overall Solicitation Questions

There are no questions associated with this Solicitation.

AGREEMENT FOR EMERGENCY EQUIPMENT FOR VEHICLES

This Agreement for the provision of emergency equipment for vehicles ("Agreement") is entered into this 13 day of Feb, 2024, ~~2023~~, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us**, 2681 Hammondville Road, Pompano Beach, Florida 33069, a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a vendor to provide emergency equipment for its fleet of public safety vehicles (the "Services") to the VILLAGE; and

WHEREAS, the Office of Gregory Tony, as Sheriff of Broward County, Florida, through its competitive selection process, awarded a contract for the provision of Emergency Equipment for Vehicles ("Broward Sheriff's Contract"), RLI-23004AP, to the VENDOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the effective date of the Broward Sheriff's Contract with VENDOR was June 5, 2023, with an initial term of three (3) years, with two (2) additional single year renewal options at the sole discretion of the Sheriff's Department; and

WHEREAS, the VILLAGE desires to obtain the Services from VENDOR and accept VENDOR's pricing by piggy-backing the Broward Sheriff's Contract, including all terms, conditions and pricing therein; and

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE to provide the Services based on the pricing and terms and conditions of the Broward Sheriff's Contract; and

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Broward Sheriff's Contract. The Broward Sheriff's Contract with the VENDOR, including all attachments, exhibits and amendments thereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Broward Sheriff under the Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Broward Sheriff's Contract and pricing therein, the VENDOR shall provide emergency equipment for vehicles as requested by the VILLAGE.

4. Term. The term of this Agreement shall commence upon execution of this Agreement by both parties and shall run concurrently with the term of the Broward Sheriff's Contract, currently set to expire on June 5, 2026. If the Broward Sheriff's Contract is extended for an additional one (1) year term as provided therein, the Village Manager shall be authorized to approve the extension of this piggyback Agreement for the same one (1) year term through the following July 5.

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

    (a) All written modifications and amendments hereto;
    (b) This Agreement;
    (c) The Broward Sheriff's Contract (including the Request for Proposals, RLI #23004AP, Vendor's Proposal, and Contract, and all attachments and exhibits thereto).

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

    (a) All written modifications and amendments hereto;
    (b) This Agreement;
    (c) The Broward Sheriff's Contract.

6. Compensation to Vendor. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Broward Sheriff's Contract. The total compensation paid by the VILLAGE to the VENDOR under this agreement shall not exceed the sum of $ 75,000 annually. The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.

7. Miscellaneous Provisions.

    7.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 VENDOR shall maintain the insurance as required in Broward Sheriff's Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.

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

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

7.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

7.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is executed by the Village. The term of this contract shall be for a term to mirror the Cooper City Contract renewal term which shall expire on May 28, 2024.

7.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

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

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

(a) Keep and maintain public records required by the VILLAGE to perform the service.

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

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

(d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

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

10. Indemnity. The parties recognize that the VENDOR is an independent vendor. The VENDOR 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 VENDOR, its agents, officers, Vendors, subvendors, employees, or anyone else utilized by the VENDOR in the performance of this Contract. The VENDOR'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 VENDOR against the VILLAGE and the VENDOR 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.

Subject to the limitations set forth in this Section, VENDOR 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 VENDOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving VENDOR of any of its obligations hereunder. If the VENDOR assumes control of the defense of any third party claim in accordance with this paragraph, the VENDOR 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 VENDOR 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 VENDOR 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.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. VENDOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. 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.

11. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subvendors and any other vendors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

12. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR shall:

    (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subvendors to do the same;

    (b) Secure an affidavit from all subvendors stating that the subvendor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

    (c) Maintain copies of all subvendor affidavits for the duration of this Agreement and provide same to the VILLAGE upon request;

    (d) Comply fully, and ensure all of its subvendors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that a violation of Section 448.095(5) by a subvendor, and not the VENDOR, shall be grounds for the VILLAGE to order the VENDOR immediately terminate the contract with the subvendor; and

(g) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the VENDOR 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.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Bev Smith (Apr 3, 2024 18:03 EDT)
Beverly Smith, Mayor

ATTEST: Village of Palm Springs

BY: Kimberly Wynn
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Christy L. Goddeau
Christy L. Goddeau (Apr 3, 2024 18:32 EDT)
Glen J. Torcivia, Village Attorney

[Signatures continued on next page]

VENDOR:

The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us

By: _____

Print Name: Tomer Hanina

Print Title: G. M.

CORPORATE SEAL:

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence/ ☐ on-line notar ization this 14TH day of February, 2024 ~~2023~~ by Tomer Hanina, as General Manager of **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us,** a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known to me as identification.

Notary Public

FAITH BARNETT

Print Name: FAITH BARNETT

My commission expires: 07/26/2027

FAITH BARNETT
Notary Public
State of Florida
Comm# HH426287
Expires 7/26/2027

Shyft Group Piggyback Agreement 2024

Final Audit Report 2024-04-03

Created:	2024-04-03
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt35a1Z_bbEM6Oy_ykPCsqstzbamoPWyE

"Shyft Group Piggyback Agreement 2024" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-04-03 - 9:35:08 PM GMT- IP address: 151.132.2.218

Document emailed to bsmith@vpsboards.com for signature
2024-04-03 - 9:37:48 PM GMT

Document emailed to christy@torcivialaw.com for signature
2024-04-03 - 9:37:48 PM GMT

Document emailed to Kimberly Wynn (kwynn@vpsfl.org) for signature
2024-04-03 - 9:37:48 PM GMT

Email viewed by bsmith@vpsboards.com
2024-04-03 - 9:59:59 PM GMT- IP address: 73.245.18.178

Signer bsmith@vpsboards.com entered name at signing as Bev Smith
2024-04-03 - 10:03:13 PM GMT- IP address: 73.245.18.178

Document e-signed by Bev Smith (bsmith@vpsboards.com)
Signature Date: 2024-04-03 - 10:03:15 PM GMT - Time Source: server- IP address: 73.245.18.178

Email viewed by christy@torcivialaw.com
2024-04-03 - 10:30:47 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy L. Goddeau
2024-04-03 - 10:32:21 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy L. Goddeau (christy@torcivialaw.com)
Signature Date: 2024-04-03 - 10:32:23 PM GMT - Time Source: server- IP address: 173.162.99.81

Document e-signed by Kimberly Wynn (kwynn@vpsfl.org)
Signature Date: 2024-04-03 - 11:02:38 PM GMT - Time Source: server- IP address: 73.0.193.230

Agreement completed.

2024-04-03 - 11:02:38 PM GMT

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52830**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 PI UTLITY PATROL X 8			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	**PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP ****THIS QUOTE IS FOR (8) 2025 FORD PI UTILITY PPV MARKED PATROL **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008-80	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST $ 65.00 EACH	8	52.00	416.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST $ 264.70 EACH	8	158.82	1,270.56
16518178	STANDARD STROBES-R-US ADDON HARNESS TO WIRE FRONT LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180 SRUS LIST $ 39.83 EACH	8	23.90	191.20
16518180	STANDARD STROBES-R-US ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178 SRUS LIST $ 23.17 EACH	8	13.90	111.20
75551	75 AMP RELAY NON CONTRACT ITEM FROM WAYTEK	8	39.00	312.00
EB2-STT-RB	55" WECAN X DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT WHELEN LIST $ 4645.45 EACH PACKAGE	8	2,694.36	21,554.88
STPKT*	WHELEN LIGHTBAR STRAP KIT WITH BOLTS (INCLUDE WITH LIGHTBAR) INCLUDED IN PACKAGE	8	0.00	0.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) **$0.00**

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52830**

Bill To:	Ship To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 PI UTLITY PATROL X 8			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
C399	CONCOM CORE AMPLIFIER CONTROL MODULE (CAN ORDER CCTL7 TOUCHPAD AND CCTLMIC MICROPHONE FOR COMPLETE SIREN) INCLUDED IN PACKAGE	8	0.00	0.00
C399SP	SCANPORT INSTALL KIT FOR C399. SEE VEHICLE OUTFITTER FOR AVAILABLE VEHICLE MAKE/MODEL/YEAR. **NOT FOR USE WITH CORE-R AND CORE-S** INCLUDED IN PACKAGE	8	0.00	0.00
CCTL7	WECAN X SLIDE SWITCH WITH 21 PUSH BUTTON CONTROL HEAD ALSO INCLUDES CCTLMIC MICROPHONE KIT INCLUDED IN PACKAGE	8	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC INCLUDED IN PACKAGE	8	0.00	0.00
SAK75D	2025 Ford Police Interceptor Utility, Driver Side Grille INCLUDED IN PACKAGE	8	0.00	0.00
TLI2D	ION T-SERIES LINEAR DUO R/W WHELEN LIST $ 195.00 EACH	8	113.10	904.80
TLI2E	ION T-SERIES LINEAR DUO B/W WHELEN LIST $ 195.00 EACH	8	113.10	904.80
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 SRUS LIST $ 19.58 EACH	16	11.75	188.00
VTX609R	VERTEX SUPER-LED LIGHT RED WHELEN LIST $ 141.00 EACH	16	81.78	1,308.48
VTX609B	VERTEX SUPER-LED LIGHT BLUE WHELEN LIST $ 141.00 EACH	16	81.78	1,308.48
COMMANDERPLUS6-3R3B	6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 BLUE PODS SIGNAL VEHICLE LIST $ 539.00 EACH	8	323.40	2,587.20
SRUS-L-4	"L" BRACKET FOR ARROW STICK 4" SRUS LIST $ 19.58 EACH	16	11.75	188.00

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) **$0.00**

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52830**

Bill To:	Ship To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 PI UTLITY PATROL X 8			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
MZL-26SRU	30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC. IN CONSOLE SRUS LIST $ 198.33 EACH	8	137.00	1,096.00
C-VS-1012-INUT-2	*COMES WITH REAR AC BRACKET AS STANDARD** VEHICLE SPECIFIC 22" ANGLED CONSOLE FOR 2020-2025 FORD INTERCEPTOR UTILITY IF YOU NEED EMPTY BRACKET INSTEAD OF HVAC ORDER CM014248-1 HAVIS LIST $ $ 650.00 EACH	8	422.50	3,380.00
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4" INCLUDED WITH CONSOLE	8	0.00	0.00
*	HAVIS FILLER PLATES TO ENCLOSE CONSOLE INCLUDED WITH CONSOLE	8	0.00	0.00
C-PM-134-PC	BROTHER POCKETJET 8 PRINTER MOUNT FOR FORD INTERCEPTOR UTILITY HAVIS LIST $ 352.00 EACH	8	228.80	1,830.40
CUP2-1004	Self-Adjusting Double Cup Holder (Fixed Mount) HAVIS LIST $ 65.00 EACH	8	42.25	338.00
C-ARM-103	Armrest for top mount, console, large pad HAVIS LIST $ 182.00 EACH	8	118.30	946.40
C-MD-112	Tilt/swivel slide motion adapter HAVIS LIST $ 367.00 EACH	8	238.55	1,908.40
C-HDM-214	8.5" Heavy Duty Telescoping Pole, side mount HAVIS LIST $ 184.00 EACH)	8	119.60	956.80
UT-1006	Universal Rugged Cradle for approximately 11"-14" Computing Devices HAVIS LIST $ 372.77 EACH	8	242.30	1,938.40
GE19-16-4	LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER LIND LIST $ 164.95 EACH	8	156.70	1,253.60
ASMTL-00331	MOUNTING BRACKET FOR DUAL LIND ADAPTER	8	12.35	98.80

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) **$0.00**

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10/30/2024	**52830**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 PI UTLITY PATROL X 8			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	LIND LIST $ 13.00 EACH			
D2951	Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer	8	113.25	906.00
	PRO-GARD LIST $ 151.00 EACH			
P1000UINT20AOSB	2020+ EXPLORER INTERCEPTOR UTILITY Single Compartment, Pro-cell, ½ Partition, w/ Passenger Side Only Outboard Seat Belts	8	2,661.75	21,294.00
	PRO-GARD LIST $ 3549.00 EACH			
GPC-S	Single Weapon, Vertical Mount on Pro-cell Half Partition (P1000 & P1500 only)	8	380.25	3,042.00
	PRO-GARD LIST $ 507.00 EACH			
*	PRO-GARD # U-LOCK UNVERSAL GUN LOCK UPGRADE	8	75.00	600.00
	PRO-GARD LIST $ 100.00 EACH			
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich	8	93.42	747.36
	MAXXIMA LIST $ 109.90 EACH			
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE	8	138.50	1,108.00
	NON CONTRACT ITEM			
ECVDMLTAL00	LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	8	94.50	756.00
	NON CONTRACT ITEM			
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	320	69.00	22,080.00

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Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 PI UTLITY PATROL X 8			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	INSTALL: INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE **ACTIVATE OEM HEADLIGHT AND TAILIGHT FLASHER** PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER CORE SIREN LIGHT CONTROLLER FOR ALL EMERGECNY LIGHTING 1 X ECVDMLTAL00 (SEE SERVER FOR LOCATION) 1 X INSTALL BREAKER 1 X HIGH AMP IGNITION CUT OFF RELAY 1 X LEGACY 55" LIGHTBAR 1 X TL2D RED-WHT DUO IN DRIVER SIDE FRONT GRILL AREA WITH T-BRKT, WIRE FOR WARNING AND WHITE OVERRIDE 1 X TL2E BLUE-WHT DUO IN PASS SIDE FRONT GRILL AREA WITH T-BRKT, WIRE FOR WARNING AND WHITE OVERRIDE 1 X COMMANDERPLUS 6-POD LED STICK, WIRE FOR WARNING AND TA R/R/R/B/B/B 1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS INSTALL FULL CENTER CONSOLE WITH: 1 X C-VS-1012-INUT-2 CONSOLE RELOCATE OEM USBAND LIGHTER PLUG TO CONSOLE Two (2) additional 12 volt sockets with wire and fuse 1 X MZL-26SRUS TIMER FOR ELECTRONICS IN CONSOLE 1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE 1 X DUAL CUP HOLDER (CUP2-1004) 1 X ARMREST (C-ARM-103) 1 X C-HDM-214 ON SIDE OF CONSOLE 1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP 1 X UT-1006 UNIVERSAL LAPTOP MOUNT 1 X POWER ADAPTERS FOR COMPUTER (GE19-16-4) WITH MOUNT BRACKET (ASMTL-00331)			

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Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 PI UTLITY PATROL X 8			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
INSTALL	1 X USB ADAPTER 1 X PRO-GARD D2951, PRINTER HOLDER (CUSTOMER TO PROVIDE PRINTER AND PRINTER CABLES) 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION 1 X PRO-GARD PRO-CELL 1/2 PRISONER TRANSPORT SYSTEM INCLUDES 1/2 Partition, Transport Seat, Floor Pan, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Poly Window Cargo Barrier, & Optional Outboard Seat Belts 1 X PRO-GARD GUN LOCK FOR PRO-CELL WITH U-LOCK UPGRADE CUSTOM INSTALLATION PER HOUR OF CUSTOMER SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM SUPPLIED 4RE CAMERA WATCHGUARD CAMERA SYSTEM ON CAGE BEHIND PASSANGER SEAT *NOT ON PRISONER SIDE* RELAY WILL SHUT OFF POWER TO ALL SYSTEMS INSTALLED BY SRUS INCLUDING RADIO AND CIG PLUG THE ONLY EXCPETION IS THE CAMERA - CAMERA *WILL NOT* BE SHUT DOWN	56	69.00	3,864.00
TINT-FRONT 2 ONLY	TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	8	60.00	480.00

All Issued Quotes Are Valid For 30 Days

Subtotal	**$99,869.76**
Sales Tax (7.00%)	**$0.00**
Total	**$99,869.76**

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Official Estimate

Date	Estimate #
10/31/2024	**52887**

Bill To:	Ship To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 CHEVY EQUINOX X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	**PRICE QUOTE PER BSO CONTRACT # 23004AP **THIS PRICE QUOTE IS FOR (1) 2025 CHEVY EQUINOX ADMIN **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **PRICE QUOTE IS GOOD FOR 30 DAYS **			
183-0008-80	Circuit breaker, 80 amp thermal with manual reset, surface mount. Used for Patrol Vehicles D&R LIST $ 65.00 EACH	1	52.00	52.00
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST $ 856.00 EACH	1	496.48	496.48
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST $ 340.00 EACH	1	197.20	197.20
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET INCLUDED WITH SA315P	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED WHELEN LIST $ 168.00 EACH	1	97.44	97.44
TLIB	ION T-SERIES LINEAR LT BLUE WHELEN LIST $ 168.00 EACH	1	97.44	97.44
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 SRUS LIST $ 19.50 EACH	2	11.70	23.40
VTX609R	VERTEX SUPER-LED LIGHT RED WHELEN LIST $ 141.00 EACH	2	81.78	163.56
VTX609B	VERTEX SUPER-LED LIGHT BLUE WHELEN LIST $ 141.00 EACH	2	81.78	163.56
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	2	149.88	299.76

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Sales Tax (7.00%) **$0.00**

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Reference 2025 CHEVY EQUINOX X 1

Product	Description	Qty	Cust. Price	Total
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	2	149.88	299.76
274-ULB9BKT	ULB9 LIGHT PERM MOUNT BRACKET. ADJUSTABLE HEIGHT. AND INCLUDES SUCTION CUPS AS WELL . USED FOR PERMANENT OR TEMPORARY MOUNTING WHEN NOT DOING ADHESIVE MOUNT SIGNAL VEHICLE LIST $ 46.29 EACH	2	46.29	92.58
INSTALL	CUSTOM INSTALLATION PER HOUR INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE 1 X BREAKER FOR LIGHT AND SIREN 1 X HHS4200 HAND HELD SIREN SYSTEM 1 X SA315P SPEAKER WITH SAK1 BRACKET 1 X TLIR DRIVER SIDE GRILL WITH T-BRKT 1 X TLIB PASS SIDE GRILL WITH T-BRKT 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE (IF POSSIBLE) 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE (IF POSSIBLE) 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER (IF POSSIBLE) 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER (IF POSSIBLE) 1 X ULB9LDC-RRWW ON DRIVER SIDE UPPER FRONT WINDSHIELD, WIRE FOR WARNING AND WHITE OVERRIDE 1 X ULB9LDC-BBWW ON PASS SIDE UPPER FORNT WINDSHIELD, WIRE FOR WARNING AND WHITE OVERRIDE 1 X ULB9LDC-RRWW IN REAR UPPPER HATCH, REAR FACING DRIVER SIDE MOUNT WITH 274-ULB9BKT 1 X ULB9LDC-BBWW IN REAR UPPER HATCH, REAR FACING PASS SIDE MOUNT WITH 274-ULB9BKT	19	69.00	1,311.00
TINT SUV	TINT PREMIUM 3M BRAND TINT FOR SUV TINT TO BE 28% ALL WINDOWS	1	155.00	155.00

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Official Estimate

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PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

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Reference	2025 CHEVY EQUINOX X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT TO BE 28%	1	20.00	20.00

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Subtotal	**$3,469.18**
Sales Tax (7.00%)	**$0.00**
Total	**$3,469.18**

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Date	Estimate #
10/30/2024	**52827**

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PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 EXPLORER ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP ****THIS QUOTE IS FOR (1) 2025 EXPLORER (CIVILIAN) ADMIN VEHICLE ****WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES ****THIS QUOTE IS GOOD FOR 30 DAYS ****			
183-0008-80	Circuit breaker, 80 amp thermal with manual reset, surface mount. Used for Patrol Vehicles D&R LIST $ 65.00 EACH	1	52.00	52.00
16518177	STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180 SRUS LIST $ 264.70 EACH	1	158.82	158.82
BSFW50Z-WCX-RB-W	WECAN X FRONT INNER EDGE DUO 20 - 21 FORD INTERCEPTOR 1/2 RED 1/2 BLUE WITH WHITE OVERRIDE WHELEN LIST $ 4425.86 EACH PACKAGE	1	2,625.00	2,625.00
BS50Z-WCX-RB/A	WECAN X REAR INNER EDGE DUO 10 POD 20 - 21 FORD INTERCEPTOR 1/2 RED 1/2 BLUE WITH AMBER OVERRIDE INCLUDED WITH PACKAGE	1	0.00	0.00
C399	CONCOM CORE AMPLIFIER CONTROL MODULE (CAN ORDER CCTL7 TOUCHPAD AND CCTLMIC MICROPHONE FOR COMPLETE SIREN) INCLUDED WITH PACKAGE	1	0.00	0.00
CCTL5	WECAN X HANDHELD CONTROL HEAD INCLUDED WITH PACKAGE	1	0.00	0.00
C399SP	SCANPORT INSTALL KIT FOR C399. SEE VEHICLE OUTFITTER FOR AVAILABLE VEHICLE MAKE/MODEL/YEAR. **NOT FOR USE WITH CORE-R AND CORE-S** INCLUDED IN PACKAGE	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	1	0.00	0.00

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Reference	2025 EXPLORER ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	INCLUDED WITH PACKAGE			
SAK75D	2025 Ford Police Interceptor Utility, Driver Side Grille	1	0.00	0.00
	INCLUDED WITH PACKAGE			
COMMANDERELITE6-3R3B	DUO 6 POD COMMANDER ELITE WARNING AND DIRECTIONAL PODS THAT GO ALL WHITE FOR SCENE 3 RED 3 BLUE PODS SIGNAL VEHICLE LIST $ 680.00 EACH	1	408.00	408.00
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3"	2	11.75	23.50
	SRUS LIST $ 19.58 EACH			
VTX609R	VERTEX SUPER-LED LIGHT RED	2	141.00	282.00
	WHELEN LIST $ 147.00 EACH			
VTX609B	VERTEX SUPER-LED LIGHT BLUE	2	141.00	282.00
	HELLA LIST $ 166.50 EACH			
PSJ02FCR	DUO Red/Blue, Clear Lens 12" SLIM-LITE LED SURFACE MOUNT	2	123.54	247.08
	WHELEN LIST $ 213.00 EACH			
PSBKT90	SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD	2	17.98	35.96
	WHELEN LIST $ 31.00 EACH			
TLIJ	ION T-SERIES LINEAR SPLIT R/B	2	97.44	194.88
	WHELEN LIST $ 168.00 EACH			
M844282-A	Cargo Light Type 3 with Illuminated high/low power swich	1	93.42	93.42
	MAXIMMA LIST $ 109.90 EACH			
ML150LR-7019	RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE	1	138.50	138.50
	NON CONTRACT ITEM			
INSTALL	CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING	25	69.00	1,725.00

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Reference	2025 EXPLORER ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	PREPARE AND RUN HARNESS FOR LIGHTS AND SIREN, PREPARE LIGHTHEADS FOR WARNING AND WHITE OVERRIDE WHERE NEEDED INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X BREAKER FOR LIGHTS AND SIREN 1 X CORE SYSYTEM WITH: 1 X C399 WITH ODB2 INTERFACE C399SP 1 X CCTL5 HAND HELD CONTROLLER 1 X SA315P SPEAKER BEHIND BUMPER SKIRT WITH SAK75 1 X FRONT INNEREDGE DUO FRONT UPPER WINDSHIELD 1 X REAR INNEREDGE DUO REAR UPPER HATCH, WIRE FOR WARING AND TRAFFIC ADVISOR 1 X COMMANDERELITE6-3R3B IN FRONT UPPER GRILL, WIRE FOR WARNING AND WHITE OVERRIDE 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER 2 X PS02FCR STRIP LIGHT PLUS IN SIDE CARGO WINDOWS WITH 90 DEGREE BRACKET 2 X TLIJ THIN IONS MOUNTED UNDER HATCH, SO WHEN HATCH IS OPENED, THE TLIJ ARE FACIG REAR TO TRAFFIC 1 X M844282-A CARGO LIGHT MOUNTED UNDER REAR INNEREDGE 1 X MAG LIGHT, SEE SERVER FOR MOUNTING LOCATION			

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Reference	2025 EXPLORER ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
TINT-FRONT 2 ONLY	2 X ULB9LDC-RBWW IN REAR SIDE CARGO WINDOWS, WIRE FOR WARNING AND WHITE OVERRIDE 1 X M844282-A CARGO LIGHT MOUNTED UNDER REAR INNEREDGE IN REAR HATCH 1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY (28%) TINT 28% ***NO RADIO TO BE INSTALLED***	2	60.00	120.00

All Issued Quotes Are Valid For 30 Days

Subtotal	**$6,386.16**
Sales Tax (7.00%)	**$0.00**
Total	**$6,386.16**

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15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52819**

Bill To:	Ship To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 FORD MAVERICK ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	**THIS QUOTE IS PER BSO CONTRACT # 23004AP **THIS QUOTE IS TO ADD LIGHTS AND SIREN TO (1) 2024 FORD MAVERICK'S FOR POLICE ADMIN **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY. CUSTOMER WILL BE RSPONSIBLE FOR DROP OFF AND PICK UP OF VEHICLE **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008-50	Circuit breaker, 50 amp thermal with manual reset, surface mount. Used for HHS and Undercover Vehicles D&R LIST $ 52.00 EACH	1	52.00	52.00
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST $ 856.00 EACH	1	496.48	496.48
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST $ 340.00 EACH	1	197.20	197.20
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET INCLUDED WITH SA315P	1	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED WHELEN LIST $ 168.00 EACH	1	97.44	97.44
TLIB	ION T-SERIES LINEAR LT BLUE WHELEN LIST $ 168.00 EACH	1	97.44	97.44
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 SRUS LIST $ 19.58 EACH	2	11.75	23.50
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) SIGNAL VEHICLE LIST $ 229.17 EACH	1	137.50	137.50
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) SIGNAL VEHICLE LIST $ 229.17 EACH	1	137.50	137.50

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) **$0.00**

Phone #	Fax #	E-mail	Web Site
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM

STROBES-R-US

POMPANO BEACH LOCATION
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52819**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 FORD MAVERICK ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
274-ULB9BKT	ULB9 LIGHT PERM MOUNT BRACKET. ADJUSTABLE HEIGHT. AND INCLUDES SUCTION CUPS AS WELL . USED FOR PERMANENT OR TEMPORARY MOUNTING WHEN NOT DOING ADHESIVE MOUNT SIGNAL VEHICLE LIST $ 46.29 EACH	2	13.79	27.58
VTX609R	VERTEX SUPER-LED LIGHT RED WHELEN LIST $ 141.00 EACH	2	81.78	163.56
VTX609B	VERTEX SUPER-LED LIGHT BLUE WHELEN LIST $ 141.00 EACH	2	81.78	163.56
COMMANDERPLUS6-3R3B	6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 BLUE PODS SIGNAL VEHICLE LIST $ 539.00 EACH	1	323.40	323.40
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3" SRUS LIST $ 19.58 EACH	2	11.75	23.50
INSTALL	CUSTOM INSTALLATION PER HOUR	20	69.00	1,380.00

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Official Estimate

Date	Estimate #
10/30/2024	**52819**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 FORD MAVERICK ADMIN X 1			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X HHS4200 HANDHELD SIREN/CONTROLLER 1 X SA315 SPEAKER WITH SAK1 BRKT 1 X TLIR IN GRILL AREA RED DRIVER MOUNT WITH T-BRKT 1 X TLIB IN GRILL AREA BLUE PASSENGER MOUNT WITH T-BRKT 2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE TAKEDOWN BUTTON FOR ULB9 1 X COMMANDERPLUS 6-POD LED STICK RED/RED/RED/BLUE/BLUE/BLUE WIRE FOR WARNING AND TRAFFIC ADVISOR, MOUNT WITH L-BRACKETS 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE (IF POSSIBLE) 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE (IF POSSIBLE) 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER (IF POSSIBLE) 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER (IF POSSIBLE)			
TINT SUV	TINT PREMIUM 3M BRAND TINT FOR SUV ** FLORIDA LOCATIONS ONLY TINT TO BE 28% ALL WINDOWS	1	155.00	155.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION ** FLORIDA LOCATIONS ONLY TINT STRIP 28%	1	20.00	20.00

All Issued Quotes Are Valid For 30 Days

Subtotal	**$3,495.66**
Sales Tax (7.00%)	**$0.00**
Total	**$3,495.66**

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TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52816**

Bill To:	Ship To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 NISAN ALTIMA ADMIN X 2			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	**PRICES PER BSO CONTRACT # 23004AP **THIS QUOTE IS FOR (2) 2025 NISAN ALTIMA ADMIN POLICE VEHICLE **WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES **THIS QUOTE IS GOOD FOR 30 DAYS **			
183-0008-80	Circuit breaker, 50 amp thermal with manual reset, surface mount D&R LIST $ 65.00 EACH	2	52.00	104.00
HHS4200	WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module) WHELEN LIST $ 856.00 EACH	2	496.48	992.96
SA315P	SA315P SPEAKER, BLACK PLASTIC WHELEN LIST $ 340.00 EACH	2	197.20	394.40
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET INCLUDED WITH SA315P	2	0.00	0.00
TLIR	ION T-SERIES LINEAR LT RED WHELEN LIST $ 168.00 EACH	2	97.44	194.88
TLIB	ION T-SERIES LINEAR LT BLUE WHELEN LIST $ 168.00 EACH	2	97.44	194.88
SRUS-4X-T	"T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6 SRUS LIST $ 19.58 EACH	4	11.75	47.00
ULB9LDC-RRWW	STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	4	137.50	550.00
ULB9LDC-BBWW	STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT) SIGNAL VEHICLE LIST $ 249.80 EACH	4	137.50	550.00
274-ULB9BKT	ULB9 LIGHT PERM MOUNT BRACKET. ADJUSTABLE HEIGHT. AND INCLUDES SUCTION CUPS AS WELL . USED FOR PERMANENT OR TEMPORARY MOUNTING WHEN NOT DOING ADHESIVE MOUNT	4	13.79	55.16

All Issued Quotes Are Valid For 30 Days

Sales Tax (7.00%) **$0.00**

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TENNESSEE LOCATION
933 CARTHAGE HWY LEBANON, TN 37087

Official Estimate

Date	Estimate #
10/30/2024	**52816**

Bill To:
PALM SPRINGS POLICE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Ship To:
PALM SPRINGS POLICE ATTN: Katelyn Niskanen 230 CYPRESS LANE PALM SPRINGS, FL 33461

Reference	2025 NISAN ALTIMA ADMIN X 2			
Product	**Description**	**Qty**	**Cust. Price**	**Total**
	SIGNAL VEHICLE LIST $ 46.29			
VTX609R	VERTEX SUPER-LED LIGHT RED WHELEN LIST $ 141.00 EACH	4	81.78	327.12
VTX609B	VERTEX SUPER-LED LIGHT BLUE (WHELEN LIST $ 113.00 EACH) WHELEN LIST $ 141.00 EACH	4	81.78	327.12
INSTALL	CUSTOM INSTALLATION PER HOUR INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE INSTALL: 1 X HHS4200 HANDHELD SIREN/CONTROLLER 1 X SA315 SPEAKER WITH SAK1 BRKT 1 X TLIR IN GRILL AREA RED DRIVER MOUNT WITH T-BRKT 1 X TLIB IN GRILL AREA BLUE PASSENGER MOUNT WITH T-BRKT 2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE TAKEDOWN BUTTON FOR ULB9 2 X ULB9LDC IN REAR LOWER DECK, REAR FACING, RED DRIVER SIDE BUE PASS SIDE MOUNT WITH 274-ULB9BKT 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE (IF POSSIBLE) 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE (IF POSSIBLE) 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER (IF POSSIBLE) 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER (IF POSSIBLE)	38	69.00	2,622.00
TINT-SEDAN	TINT PREMIUM 3M BRAND TINT FOR SEDAN TINT TO BE 28% ALL WINDOWS	2	155.00	310.00
TINT STRIP	TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION TINT STRIPE TO BE 28%	2	20.00	40.00

All Issued Quotes Are Valid For 30 Days

Subtotal	**$6,709.52**
Sales Tax (7.00%)	**$0.00**
Total	**$6,709.52**

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Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, worldwide an estimated 39.9 million people are living with HIV, and an estimated 1.3 million new infections occurred in 2023, which is an estimated 3,500 new infections every day; and

WHEREAS, worldwide an estimated 14% of persons with HIV (PWH) don't know their status, and only an estimated 77% of PWH who need life-saving antiretroviral therapy (ART) are currently accessing those medications; and

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

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

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

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

WHEREAS, the global World AIDS Day theme for 2024 is **"Remember and Commit"; and**

WHEREAS, in Palm Beach County, more than 8,800 persons are living with HIV, and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW, THEREFORE, I, BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, do hereby proclaim **"World AIDS Day"** on December 1, 2024; and urge all residents of the Village of Palm Springs to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.



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

Mayor Beverly Smith

Date November 14, 2024

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Administration

ITEM #19: Approve Lien Reduction Stipulated Agreement - 3401 2nd Avenue North - Palm Springs CRA

SUMMARY: Staff recommends that the Village Council find, upon compliance with the existing code violations on the property located at 3401 2nd Avenue North (by December 31, 2025), that special circumstances warrant a lien reduction to $22,000.

Section 2-238 of the Village Code allows the Village Manager to administratively approve lien reductions when the sale of the subject property is imminent, and liens encumber the title. The property under consideration for purchase by the Palm Springs CRA would be acquired in its current condition. Because the Village Manager also serves as the CRA Executive Director, it is appropriate for the Village Council, not the Village Manager, to consider a lien reduction.

The property has been subject to code enforcement action, with daily fines continuing to accrue - the estimated code enforcement lien amounts to $149,000. The proposed agreement stipulates that the CRA has until December 31, 2025, to eliminate code violations by renovating the property. Considering these improvements, the Village Council will reduce the lien to $22,000.

Note: Paragraph Q of the Purchase and Sale Contract provides that the seller is responsible for closing all liens and fines up to a potential fine reduction of 15% (15% of the current lien is $22,350).

Staff recommends that the lien should be reduced to promote the redevelopment of the property, provided that the property is first brought into full compliance.

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FISCAL IMPACT:

The lien reduction does not have a fiscal impact on the Village and will allow the CRA to purchase the subject property.

ATTACHMENTS:

1. Contract for Sale and Purchase of Real Property - 3401 2nd Avenue North
2. Existing Violations - 3401 2nd Avenue North

Docusign Envelope ID: 55B29A3F-4054-445D-BC4E-9879AA42A837

SRG SANDALS REALTY

COMMERCIAL CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

Date of Last execution by Buyer or Seller: 10/9/24 EFFECTIVE DATE
To be filled in by Last Party to Sign or Initial

TO BE USED ONLY FOR MULTIPLE (FIVE (5) UNITS OR MORE), COMMERCIAL, OR INDUSTRIAL PROPERTY.
NOT TO BE USED FOR BUSINESS OPPORTUNITIES

Seller: Yves Corioland, Manager Tel: _____
of Advanced Global Consulting Firm LLC
Buyer: Michael Bornstein, Executive Director Tel: 561-584-8200
of Village of Palm Springs Community Redevelopment Agency (CRA)
hereby agree that the Seller shall sell and the Buyer shall buy the following described property together with existing improvements thereon, UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

1. LEGAL DESCRIPTION of real estate located in Palm Beach County, Florida. Tax Folio # 70-43-44-19-20-058-0110
SUB 19-44-43 ELY 320.94 FT OF SLY 382.61 FT OF TR 58 LYG N OF RD (LESS N 208.18 FT OF W 115 FT)

ADDRESS: 3401 2nd Ave N (Street) _____ (Apt/Unit) Palm Springs (City) 33461 - _____ (Zip + 4)

PERSONAL PROPERTY: A complete inventory of all personal property of Seller currently used in the operation of the property and included in purchase price shall be:

(a) Inventory to be provided within _____ days from Effective Date, initialed and agreed upon by both the Buyer and the Seller.
(b) Inventory attached hereto.

LEASED EQUIPMENT IF ANY: _____
Seller represents that the property can now be used for the following purposes: _____

2. PURCHASE PRICE in U.S. funds ..... $ 1,900,000.00
3. METHOD OF PAYMENT: (checks subject to collection)
Deposit(s) to be held in escrow by Thron Law PLLC
Address: 1615 Forum Place, 4th Floor Phone No.: 561-310-3265 Email: pthron@thronlaw.com
(a) Initial deposit to be held in escrow in the amount of ..... $ 35,000.00
Check one: ☐ Accompanies offer ☒ is to be made within 5 (if blank, 3) calendar days after Effective Date, time being of the essence.
(b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, 3) calendar days after Effective Date, time being of the essence ..... $ _____
Escrowed funds may be placed in an interest-bearing account with interest to accrue to the Escrow Agent unless precluded by law.
(c) Amount of new note and mortgage to be executed by the Buyer to any lender other than the Seller ..... $ _____
TYPE OF MORTGAGE ☐ Conventional, ☐ Fixed Rate, ☐ Variable, ☐ Other (SEE Paragraph B1) Buyer agrees to make a written application within seven (7) calendar days and to make a good faith, and diligent effort to obtain the loan.
(d) Second note and mortgage, or line of credit in the amount of ..... $ _____
(e) Mortgage and note to Seller bearing interest at _____% for _____ years in the principal amount of ..... $ _____
Payable as follows: _____
(f) Balance of funds due from Buyer in the form of U.S. currency, cashier's check drawn on a Florida financial institution, or wire transfer, upon closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments, and prorations) ..... $ 1,865,000.00
(g) PURCHASE PRICE ..... $ 1,900,000.00

4. OTHER ATTACHMENTS MADE PART OF THIS CONTRACT (check appropriate box) ☐ Addendum ☐ Exhibit ☐ Other
5. TIME FOR ACCEPTANCE: If this Contract is not executed by Seller and Buyer on or before October 11, 2024, the deposit shall, at the option of Buyer, be returned to Buyer and this Contract shall be null and void.
CLOSING DATE: November 15, 2024 (60 calendar days if left blank from Effective Date of this contract). Should closing date not be met, for a reason this Contract shall be extended up to _____ (not to exceed 7 calendar days).

BUYER (Initial) (_____) **AND SELLER** (Initial) (_____) **ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE**

THIS FORM IS PROVIDED BY BEACHES MLS, INC.
This is a legally binding Contract, and we recommend you seek Professional Advice.
The user of this form should seek the advice of lawyer, or tax accountant as *Broward, Palm Beaches & St. Lucie Realtors, Inc. / Beaches MLS* accepts no responsibility for the use of, content, application, suitability, or otherwise for any user of this form and expressly disclaims any liability, therefore.

Serial#: 012943-600172-7726091
Prepared by: Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. ESCROW: Time is of the essence only with reference to the payment of all escrow deposits. The party or entity receiving the deposit agrees by the acceptance thereof to deposit them promptly, to hold the funds in escrow and to disburse the same, subject to clearance, in accordance with this Contract. Failure of clearance of funds shall not excuse performance by Buyer. Provided, however, that in the event a dispute shall arise between any of the parties to this Contract as to the proper disbursement of the deposit, the party holding the deposit may, at their option: (1) take no action and hold all funds (and documents, if any) until agreement is reached between the disputing parties, or until a judgment has been entered by a court of competent jurisdiction and the appeal period has expired thereon, or if appealed then until the matter has been finally conducted and then to act in accordance with such final judgment; or (2) institute an action for declaratory judgment, interpleader or otherwise joining all affected parties and thereafter complying with the ultimate judgment of the court with regard to the disbursement of the deposit and disposition of documents, if any. In the event of any suit between Buyer and Seller wherein the escrow agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to recover all attorney's fees and costs incurred, including costs and attorney's fees for appellate proceeding, if any. Said fees and costs are to be charged and asserted as court costs against the losing party or parties, jointly and severally. The party receiving the deposit shall be entitled to the foregoing interpleader relief and award of attorney's fees and cost regardless of whether said party is also claiming a portion of deposit monies as real estate commission and whether or not suit is first filed by one or both, Buyer or Seller, in a suit involving the escrow holder and whether or not any party, Buyer or Seller, has an independent action against the escrow holder and whether or not the escrow holder instituted the interpleader action for their own protection. Any escrow agent who holds any deposit under the terms of this Contract shall, upon the filing of an interpleader action, be obligated to deliver said deposit to the registry of the court for disposition in accordance with the interpleader order.

B. MORTGAGES:

1. NEW MORTGAGES: If this Contract provides for Buyer to obtain a new mortgage, then Buyer's performance under this Contract shall be contingent upon Buyer's obtaining said mortgage financing upon the terms stated, or if none are stated, then upon the terms generally prevailing at such time in the county where the property is located. **In the event Buyer executes a new mortgage, all charges incidental to the mortgage shall be paid by the Buyer.** In the event a letter of approval for said financing is not obtained within ____ (if blank, 45) calendar days from the Effective Date of this Contract, then either party may terminate this Contract by delivery of written notice to the other party or their agent, the deposit shall be returned to the Buyer and all parties shall be released from all further obligations hereunder. This right of termination shall cease upon the Buyer obtaining a written letter of approval regardless of contingencies for mortgage financing at the rate and terms of payment previously specified herein prior to the delivery of the notice of termination.

2. EXISTING MORTGAGES: The Seller shall obtain and furnish an estoppel statement from the mortgagee setting forth the principal balance, escrow balance, method of payment, interest rate, assumability and whether the mortgage is in good standing. If there is a charge for the change of ownership, including charges for an assumption fee, it shall be borne by ☐ **Buyer** ☐ **Seller** ☐ **equally.**

Buyer shall make application for assumption of the existing mortgage within five (5) calendar days from the Effective Date of this Contract. Buyer agrees to make a good faith, diligent effort to assume the existing mortgage and agrees to execute all documents required by the mortgagee for the assumption of said mortgage. In the event the mortgagee does not give written consent to permit the Buyer to assume the existing mortgage at the rate and terms of payment specified in Paragraph 3.(d) within thirty (30) calendar days, then either party may terminate this Contract by delivery of written notice to the other party or their agent, then the deposit(s) shall be returned to the Buyer and all parties shall be released from all further obligations hereunder. This right of termination shall cease upon the Buyer obtaining written approval for assumption of the mortgage prior to the delivery of the notice of termination.

3. PURCHASE MONEY MORTGAGES FROM SELLERS: Except as specifically hereinafter provided, any purchase money note and mortgage to Seller shall follow a form with terms generally accepted in the county where the property is located. A purchase money mortgage shall provide for an annual proof of payment of taxes and insurance against loss by fire with extended coverage in an amount not less than the full insurable value of the improvements. Seller shall be named on the insurance policy as a lost payee. Purchase money mortgages shall be transferable to subsequent Buyers unless otherwise provided. A first mortgage and note shall provide for acceleration, at the option of the holder, after thirty (30) days' default, and a junior mortgage shall provide for acceleration, at the option of the holder, after ten (10) days' default. The note shall provide for a late charge of five percent (5%) of the payment due if payment is received by the mortgagee more than ten (10) days after the due date and mortgagee has not elected to accelerate. Junior mortgages shall require the owner of the property encumbered to keep all prior liens and encumbrances in good standing and shall forbid the owner from accepting modifications or future advances under any prior mortgages. Any prepayment shall apply against principal amounts last maturing. See Special Clauses for more information.

All personal property conveyed will, at the option of Seller, be subject to the mortgage and evidenced by Security Agreement, UCC-1 and conditional assignment of leases.

BUYER () (_____) **AND SELLER** (Initial ) (_____) **ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE**

THIS FORM IS PROVIDED BY BEACHES MLS, INC.

This is a legally binding Contract, and we recommend you seek Professional Advice.

The user of this form should seek the advice of lawyer, or tax accountant as *Broward, Palm Beaches & St. Lucie Realtors, Inc. / Beaches MLS* accepts no responsibility for the use of, content, application, suitability, or otherwise for any user of this form and expressly disclaims any liability, therefore.

Serial#: 012943-600172-7726091
Prepared by:Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

(APPROVE BY CHECKING ONLY ONE C1, C2, C3)

Paragraph C3 "Inspections with Limitation Clause" shall apply unless Paragraph C1 "Property Sold In "As Is" Condition" or Paragraph C2 "Property Sold In "As Is" Condition with Right of Inspection" is checked. (Access and all utilities for completion of inspections shall be provided by Seller.)

☐ **C1. PROPERTY SOLD IN "AS IS" CONDITION:**

Seller shall convey the property in its present "as is" condition. With the exception of Paragraph H. Environmental Hazards, Seller makes no warranties other than marketability of title and will make no repairs. Buyer has inspected the property or waives any right to inspect and accepts the property in its "as is" condition. By accepting the property "as is," Buyer waives all claims against Seller and Broker. In the event of inconsistencies between this Paragraph and other provisions of this Contract, the provisions combined in this Paragraph shall prevail.

☒ **C2. PROPERTY SOLD IN "AS IS" CONDITION WITH RIGHT OF INSPECTION:**

Seller shall convey the property in its present "as is" condition. With the exception of Paragraph N. 9. Governmental and Related Matters and Paragraph H. Environmental Hazards, Seller makes no warranties other than marketability of title and will make no repairs. Buyer may, at Buyer's expense and within 30 days (ten (10) days if left blank) from Effective Date, conduct inspections and make tests and investigations of the property as Buyer deems necessary to determine suitability of the property. Buyer may terminate this Contract by written notice to Seller and Broker within the time allowed to make inspections if the inspections reveal conditions which are reasonably unsatisfactory to Buyer. Buyer's failure to give written notice to Seller and Broker shall be deemed a waiver of Buyer's right to terminate this Contract according to the terms of this Paragraph.

☐ **C3. INSPECTIONS WITH LIMITATION CLAUSE:**

A. SCOPE OF INSPECTIONS: Buyer shall, at his expense, have the right to make the following inspections.

1. Termite: Property may be inspected by a licensed exterminating company, to determine whether there are active termite, fungus (dry-rot) or other wood-destroying organisms on the property or damage from present or prior termite or wood-destroying organisms. If there is such infestation or damage, ☐ **Buyer** ☐ **Seller** shall pay the cost of treatment, repair or replacement of the property which is infested or damaged. Where no active wood destroying infestation is observed, treatment or eradication shall not be required at Seller's expense.

2. Roof: Property may be inspected by a licensed Florida roofer or licensed Florida General Contractor to determine that there is no evidence of existing leaks. If inspection reveals that repairs and/or replacements are required, costs of same shall be paid by Seller. If roof is found to be leak free, no re-roofing will be required, notwithstanding the condition of roofing materials.

3. General: Buyer, at their expense, may make such other inspections of the premises as he deems reasonably necessary. Said inspections shall be made by licensed persons or companies qualified to perform the inspections and give estimates. If the inspections reveal functional defects (as distinguished from aesthetic defects), the cost of same shall be paid by Seller.

4. Personal Property: Seller represents that all appliances, machinery, and equipment shall be in working order at date of closing. If inspections reveal that repairs or replacements are necessary, the cost of same shall be paid by Seller.

5. All inspections and repairs shall include any other structures on the property except for fences and sheds.

B. TIME FOR INSPECTIONS: Buyer shall have _____ calendar days (30 if blank,) from Effective Date (Inspection Period) within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer chooses to terminate this contract because of inspection results, by a licensed inspector, then Buyer shall provide all inspection reports to the Seller prior to the return of deposit. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property subject to Seller's continuing Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

C. RESULTS OF INSPECTION:

1. Copies of inspection reports and estimates pertaining to same, must be provided to all Buyers, Sellers, real estate brokers, lending institutions, attorneys and title companies as requested.

2. Inspection reports must include monetary value amounts relating to the repairs cited.

3. Inspections pursuant to this Contract are the responsibility of the parties, Brokers shall not incur liability to either party stemming from assistance rendered in the inspection process.

D. REINSPECTION: If Seller disputes Buyer's inspection reports, Seller shall have the right to have additional inspections made at their cost which will be completed within five (5) days of receipt of the disputed report. If Buyer's and Seller's inspection reports do not agree, the parties shall agree on a third inspector, whose report as to condition and required repairs shall be binding upon the parties. Said inspection shall be completed within five (5) days of said agreement. The cost of the third inspection shall be borne equally by Buyer and Seller.

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E. LIMITATION CLAUSE: Seller shall be responsible for the aggregate costs of the above treatment, repairs, and replacement up to ____% (1% if not filled in) of the purchase price including the cost of tenant relocation, if necessary. If the total cost of matters to be remedied under Paragraph C1. A. exceeds this amount, any party shall have the option of paying any amount in excess thereof and this Contract shall remain in full force and effect. Seller may use a licensed Contractor and materials of Seller's choice to perform all necessary repairs, providing they meet the applicable building codes. If neither party agrees to pay such excess, then, at Seller's or Buyer's option, this Contract may be cancelled by delivery of written notice to the other party. In the event of such cancellation all deposits made shall be returned to Buyer, whereupon all parties shall be relieved of all obligations under this Contract.

D. PRE-CLOSING EXAMINATION: In addition to the above inspections, Buyer shall have the right to a pre-closing examination (walk through) of the premises prior to closing. The sole purpose of the "walk through" shall be limited to identifying changes in condition of the property which have arisen or circumstances which could not have been readily observed since the execution of this Contract. The pre-closing examination expressly is NOT an additional inspection. Any changes in condition noted at the "walk through", with the exception of normal wear and tear, shall be the responsibility of Seller.

E. LEASES AND TENANCIES: Seller shall expressly disclose to Buyer at time of execution of Contract, a statement describing the rental, nature, duration, and terms (including any special clauses or covenants) of all occupancies. Within ____ day (fifteen (15), if left blank) after execution of Contract, Seller shall furnish to Buyer copies of all written leases and a statement from each tenant verifying the accuracy of statements previously furnished by Seller. If Seller is unable to obtain the foregoing statements from tenants, the same information shall be provided in a Seller's Affidavit. If there is a material discrepancy between statements made by Seller and verification received by Buyer, at Buyer's option this Contract shall be cancelled, and all deposits made shall be returned to Buyer. No new occupancies shall be created without the express written consent of Buyer, which consent shall not be unreasonably withheld. Seller shall deliver and assign all existing leases, unmodified, to Buyer at closing. ☐ **Buyer or** ☐ **Seller** shall pay for and provide all Estoppel letters from Association, Association Estoppel fees, Landlord Assignment fee and/or Transfer fee.

F. RENTAL SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with the rental agreement and current law, shall be transferred to Buyer pursuant to Florida Law.

G. EVIDENCE OF TITLE: Evidence of Title shall be certified to a date subsequent to the Effective Date of this Contract, but not more than thirty (30) days prior to date of scheduled closing. Evidence of Title shall show in Seller a marketable title in accordance with current title standards adopted by the Florida Bar, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Evidence of Title shall be delivered within ten (10) days after the Effective Date of this Contract, or fifteen (15) days prior to the closing date set forth in Paragraph 6, whichever is earlier, and if not, Buyer may delay closing date in order that Buyer has fifteen (15) days from date of receiving said title evidence to examine same. If title is found to be defective, Buyer shall, within a reasonable period, notify Seller in writing and specify the defects. If said defects render title unmarketable, Seller shall have sixty (60) days from receipt of such notice to cure the defects, and if after said period Seller shall not have cured the defects, Buyer shall have the option of accepting title as it is, extending the closing date up _____ (180 calendar days if left blank) or demanding a refund of all deposits made hereunder which shall forthwith be returned to Buyer, and thereupon Buyer and Seller shall be released of all obligations to each other under this Contract. Seller agrees that he will, if title is found to be unmarketable, use diligent effort to correct the defects within the time limit provided.

Seller, at Seller's expense, shall deliver to the Buyer, one of the following types of evidence of title:

☐ An existing title insurance policy, qualified as a base for reissuance of coverage on said property at the purchase price, together with an abstract continuation from the Effective Date of said policy, or together with a computer printout and name search of all entries reflecting all documents affecting the property from the Effective Date of the policy. Continuation shall be by Buyer at Sellers expense not to exceed that normally and reasonably charged in the community. Seller shall be obligated to provide at Seller's expense copies of all documents affecting the title to the property.

☐ An abstract of title prepared and brought current by an abstract company or title agent approved by Buyer, commencing with the earliest possible records.

☒ A Standard Title Insurance Commitment issued by a qualified title insurer or agent approved by Buyer agreeing to issue to Buyer a Standard Owner's Title Insurance Policy in the amount of the purchase price. Upon closing the transaction, the abstract, if any, (complete or partial, together with base title policy and computer printout with copies) shall become the property of Buyer, subject to the right of retention by mortgagee, in order of priority.

H. ENVIRONMENTAL HAZARDS: At Buyer's option, within 15 days from Effective Date (five (5) days if not filled in), Buyer may, at Buyer's expense, apply for a Phase I inspection to be conducted by a licensed environmental engineer. Buyer shall forthwith deliver to Seller a copy of all resulting environmental reports. If a Phase I inspection reveals an environmental hazard or if a lender requires a Phase II or III investigation, Buyer shall deliver written notice of the requirement to the Seller and Seller may elect within ___ days from receipt of the notice (five (5) days if not filled in), to conduct the investigation by a licensed environmental engineer at Seller's expense. If Seller elects not to conduct the investigation, either party may terminate this Contract. If Seller elects to pay for and make corrective measures required by law,

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Buyer shall either extend closing or Seller shall escrow the amount necessary to complete the cleanup. Seller shall have ___ days (ninety (90) days if not filled in) after Notice to complete cleanup. If problem has not been resolved by that time, either party may agree to extend for an additional length of time or Contract may be terminated by either party.

I. DEFAULT:

1. DEFAULT BY BUYER: If Buyer fails to perform this Contract within the time specified, an amount equal to the deposit made or agreed to be made by Buyer, or ten percent (10%) of the purchase price, whichever is greater may be retained or recovered by or for the account of Seller as liquidated damages, consideration for the execution of this Contract and full settlement of any claims; whereupon Buyer shall be relieved of all obligations to the Seller under this Contract; or Seller, at their option, may proceed in equity for specific performance of this Contract. Nothing herein contained shall affect Buyer's obligation to Broker as set forth in Paragraph S.

2. DEFAULT BY SELLER: If, for any reason other than failure of Seller to make title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach.

Seller's failure to produce marketable title or failure to correct violations of government regulations shall not affect Seller's obligation for Broker's professional fee in full as provided in Paragraph R.

J. CLOSING:

1. PLACE: Closing shall be held at the office of Buyer's attorney or closing agent, if located within the county in which the property is situated; if not, then at the office of Seller's attorney or closing agent. However, if a portion of the purchase price is to be derived from institutional financing or refinancing, the lender's requirements as to place, time of day and procedures for closing and for disbursement of mortgage proceeds shall control, anything in this Contract to the contrary notwithstanding.

2. DOCUMENTS: Seller shall furnish deed or other instrument of conveyance, mechanic's lien affidavit, bill of sale, assignment of leases, purchase money note and mortgage, security agreement and financing statement, and any corrective instruments that may be required in connection with perfecting the title. Each party shall prepare and furnish its own closing statement.

3. EXPENSES: The cost of providing Evidence of Title covering the period prior to closing, state documentary stamps which are required to be affixed to the instrument of conveyance, and recording of any purchase money mortgage to Seller, and the cost of recording any corrective documents shall be paid by Seller. Documentary stamps and intangible tax on the note or notes secured by the purchase money mortgage, and the cost of recording the deed and any financing statements shall be paid by Buyer. Seller shall pay any prepayment penalties incurred or charged in satisfying existing mortgages.

4. PRORATIONS: Any references in this Contract to prorations shall be as of the date of closing unless occupancy occurs prior to closing, in which case prorations shall be as of the date of occupancy, unless otherwise provided:

(a) Proration of Taxes (Real and Personal): Taxes shall be prorated on the current year's tax without regard to discount. If closing occurs on a date when the current year's millage is not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes will be prorated on the prior year's tax without regard to discount. If there are completed improvements by January 1st of the year of closing, which improvements were not in existence on January 1st of the prior year, taxes will be prorated based upon the prior year's millage and an equitable estimated assessment of the property, as improved. Any tax proration based upon any estimate shall be subsequently readjusted upon receipt of the tax bill.

(b) Other Prorations: Insurance if Assumable, Rent, Association Dues, Condo Dues, Assessments, interest, appliance service contracts (if Buyer requests transfer), any other expenses and revenues of the property shall be prorated.

K. AFFIDAVITS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to Seller. If the property has been improved within ninety (90) days prior to closing, Seller shall deliver to Buyer an affidavit setting forth names and addresses of all Contractors, sub-Contractors, suppliers, and materialmen and stating that all bills for work on subject property have been paid. Buyer may require releases of all potential liens. Seller shall also furnish a "Gap" affidavit and any other affidavits which may reasonably be required by the closing agent.

L. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused, or prevented by a Force Majeure event. "Force Majeure" means - hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, or wars, insurrections, civil unrest or acts of terrorism, or governmental action and mandates, government shutdowns, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or require approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract, provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller

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from all further obligations under this Contract.

M. CONVEYANCE AND TRANSFER: Seller shall convey real property to Buyer by, ☒ Statutory Warranty Deed ☐ Special ☐ Other (unless selling in a representative capacity) subject to: (1) taxes for year of closing and subsequent years; (2) zoning and/or restrictions and prohibitions imposed by governmental authority; (3) restrictions and other matters appearing on the plat and/or common to the subdivision; (4) utility easements of record, provided said easements do not reasonably interfere with the intended use of the property; and (5) other matters specified in this Contract, including mortgages to be assumed by Buyer and Purchase Money Mortgages, if any. All reverted provisions and reservations shall be released of record at Seller's expense unless extinguished by the Marketable Record Title Act or unless the right of re-entry or the reservation has been released by other statutory authority or by the state of Florida. Personal property shall be transferred by Bill of Sale Absolute, subject only to such liens as agreed to by the parties.

N. CLOSING, FUNDING, OCCUPANCY AND POSSESSION:

1. Closing shall occur upon receipt of deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), assignment(s) of leases, and all funds have been collected ("Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent).

2. Funding shall take place when all funds required for closing are received by the closing agent, collected, and cleared in addition to the Closing Agent having received Seller Documents defined in paragraph N1.

3. Seller agrees to deliver possession, and all keys for locks and alarms if any, upon closing and funding and represents that there are no other persons in occupancy, unless expressly agreed to by the parties. Seller's personal items and/or trash shall be removed before closing. If the property is rental property, Seller shall provide the information required by this Contract as to existing tenants.

O. MISCELLANEOUS:

1. SUITABILITY FOR INTENDED USE: Buyer shall ☐ shall not ☐ (not applicable if not filled in) within ___ days (five (5) days if left blank) from the Effective Date, at Buyer's expense, being to determine the suitability of the Property through due diligent inquiries, investigations, studies, or any other means regarding the property including laws, zoning, ordinances, referendums, initiatives, and votes, etc. If such matters are unsatisfactory to Buyer, Buyer shall give written notice of disapproval to Seller and Broker within the time period specified herein, whereupon this Contract shall be considered null and void and any deposits shall be forthwith returned. Buyer's failure to give written notice of disapproval shall conclusively be deemed approval.

2. SURVEY: Buyer may have the property surveyed at ☐ **Buyer or** ☐ **Seller** expense. If the survey, certified by a registered Florida surveyor, shows any encroachment on the property or that improvements intended to be located on the property do, in fact, encroach on lands of others or violate any other Contract covenants, the same shall be treated as a title defect.

3. SPECIAL ASSESSMENT LIENS: Certified special assessment liens as of the date of closing are to be paid by Seller. Pending liens as of the date of closing shall be assumed by Buyer. Where the improvement has been substantially completed as of the Effective Date of this Contract, such pending liens shall be considered as certified, and Seller shall, at closing, be charged an amount equal to the last estimate of the public body of the assessment of the improvement.

4. (a) RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and the cost of restoring the same does not exceed five percent (5%) of the sales price, the cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with the cost thereof being escrowed at closing. If the cost of repair or restoration exceeds five percent (5%) of the sales price, Buyer shall have the option of taking the property "as is," together with any insurance proceeds by virtue of said loss or damage or cancelling this Contract and all deposits will be returned forthwith to Buyer and the parties released of any further liability hereunder.

(b) CONDEMNATION: In the event an order of taking has been issued by any governmental authority, Buyer shall have the option to cancel contract or require Seller to convey any remaining portion of the property. Should the Buyer not elect to cancel the Contract, then the Buyer shall have the right to participate in negotiations with government and this Contract shall remain in full force and effect.

5. INCOME & EXPENSE STATEMENT: Seller shall ☐ shall not ☐ (not applicable if not filled in) within ___ days (five (5) days if left blank) from the Effective Date, make available to Buyer a statement of income and expense pertaining to the subject property for the period from _____ to _____. Seller represents that income and expense statements are based upon records maintained in the ordinary and normal course of business and used by Seller in the computation of federal income tax returns. Buyer shall be allowed ____ days (five (5) days if left blank) after receipt of said records to provide written notice to Seller and Broker of disapproval, whereupon this Contract shall be considered null and void and any deposits shall be forthwith returned. Buyer's failure to give written notice to Seller shall conclusively be deemed approval.

6. MANAGEMENT & SERVICE AGREEMENTS, IF ANY: Seller ☐ shall ☐ shall not within ____ days (five (5) days if left blank) of the Effective Date, make available to Buyer, for inspection and review, management, and service contracts and other agreements pertaining to the operation of the property. Seller will provide Buyer with information regarding any outstanding or deferred real estate commissions owed to a licensed real estate broker and that no tenant is entitled to any rebate, concession, or other benefit except as set forth in the documents. Seller

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represents that the documents to be furnished are those maintained in the ordinary and normal course of business. Buyer shall be allowed ___ days (five (5) days if left blank) after receipt to notify Seller and Broker in writing of disapproval. Buyer's failure to give written notice of disapproval shall conclusively be deemed as an approval.

7. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the property and any business conducted on the property in the manner operated prior to contract and will take no action that would adversely impact the property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the property or Buyer's intended use of the property will be permitted ☐ only with Buyer's consent ☐ without Buyer's consent.

8. LICENSES: Seller shall deliver to Buyer, within ___ days (five (5) days if left blank) from the Effective Date, copies of all permits and approvals concerning the property obtained from any governmental entity, including but not limited to Certificate of Occupancy, Conditional Use Permits, Development plans, and licenses and permits pertaining to the operation of the property. Buyer shall be allowed ___ days (five (5) days if left blank) after receipt of said records to provide written notice to Seller and Broker of disapproval, whereupon this Contract shall be considered null and void and any deposits shall be forthwith returned. Buyer's failure to give written notice to Seller shall conclusively be deemed as an approval.

9. TRADE NAMES & TELEPHONE NUMBERS: Seller shall assign trade name and telephone numbers, if any, to the Buyer.

10. GOVERNMENTAL AND RELATED MATTERS: Seller warrants and represents that to the best of their knowledge the property in its present condition is not in violation of any governmental regulations. All improvements to the property have been properly permitted. To the extent that any aspect of the property is in violation with all such governmental regulations, then Buyer shall give written notice to Seller and Seller shall have sixty (60) days to remedy the defect. If after the expiration of the said sixty (60) day period Seller has been unable to remedy said defects, Buyer may cancel the contract, whereupon their deposit shall be refunded. In the alternative, Buyer may accept the property in its present condition. Seller shall make a due diligent, good faith effort to bring the property into compliance with all governmental regulations. Notwithstanding the foregoing, in no event shall Seller be required to expend more than five percent (5%) of the purchase price to so bring the property into compliance. Seller's warranties herein contained shall not survive the closing of this transaction.

11. GROWTH MANAGEMENT ACT: The Buyer is hereby advised that the State of Florida has adopted a Growth Management Act which could affect the future development of the subject property regardless of the present zoning classification. The broker disclaims any liability for the consequences arising from the application of said act. Buyer is advised to contact the appropriate governmental agency or department with jurisdiction over the subject property. Broker makes no representations to the Buyer as to the impact of the Growth Management Act on the subject property.

12. COASTAL CONSTRUCTION CONTROL LINE: If all or part of the property is located seaward of the Coastal Construction Control Line as defined in Florida Statute 161.053, it is subject to government regulation. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of chapter 472 of the Florida Statutes, delineating the location of the CCCL on the property at or prior to closing.

13. SECTION 1031 EXCHANGE: ☐ **BUYER** ☐ **SELLER** (not applicable if not filled in) requests a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of Internal Revenue Code, including execution of any documents which may be reasonably necessary to affect the exchange. The non-requesting party shall not be obligated to delay closing. The party requesting the exchange shall pay all costs associated with the exchange and shall indemnify and hold harmless the non-requesting party from all liability, damages, costs, claims and expenses of any nature, including attorney's fees, arising from the exchange. This covenant shall survive the closing and acquisition of replacement property.

14. INGRESS AND EGRESS: Seller warrants that there are ingress and egress to the property over public or private roads or easements sufficient for the intended use thereof, and this warranty shall survive the closing.

15. MAINTENANCE: Between the Effective Date of this Contract and the closing date, all personal property included in the transaction and the real property, including lawn, shrubbery, and pool, if any, shall be maintained by Seller in the condition existing as of the Effective Date of this Contract, ordinary wear and tear excepted.

16. INTEREST: No interest shall be paid to the Sellers or Buyers on deposits, or on mortgage proceeds or closing proceeds not disbursed to Seller at closing.

17. ATTORNEY'S FEES AND COSTS: In any litigation (including all appeals) arising out of this Contract involving Seller and Buyer or Broker or Escrow Agent, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

18. PERSONS BOUND: This Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors, and assigns. Whenever the context permits, singular shall include plural and gender shall include all.

19. ADDENDA AND EXHIBITS: The term "Contract" shall include all Addenda and Exhibits attached or incorporated by reference.

20. NOTICE AND TIME: Notice to Agent, Broker, or Attorney of each party, shall be deemed effective notice to that party. Any reference to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 o'clock P.M. on the next full business day.

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Prepared by:Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

21. CONTRACT NOT RECORDABLE: Neither this Contract nor any notice thereof shall be recorded in the public records.

22. FIRPTA: No withholding is required under Section 1445 of the Code if the Seller is not a foreign person. Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS. Seller will be required to file an IRS Form W7 with the Internal Revenue Service for Social Security Number (SSN) or Tax Identification Number (TIN), in order to apply for recovery of all or a portion of the withheld sum.

If the Seller is a "foreign person" as defined by HRPTA, Section, 1445 of the Internal Revenue Code (Code') requires the Buyer to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

23. FLORIDA REAL ESTATE COMMISSION: Notwithstanding anything herein contained, the Seller and Buyer agree that any Real Estate Broker holding any deposit under the terms of this Contract, may rely upon an Escrow Disbursement Order or similar direction from the Florida Real Estate Commission and shall be saved harmless by the parties from any liability arising from the distribution made pursuant to such order or direction providing, however, all parties shall strictly comply with the rules of the Florida Real Estate Commission.

24. THIRD PARTY BENEFICIARIES: The Buyer and Seller each acknowledge that the Listing Broker and the Cooperating Broker are Third Party Beneficiaries of this Contract. Notwithstanding privity or the absence of same, said Brokers have an interest in the performance of this Contract. Accordingly, the parties agree that this Contract shall not be changed or modified in any way which would affect the Broker's rights without the consent of said Brokers. Further, in the event of breach by either Buyer or Seller, then the Cooperating Broker, Listing Broker, or both may bring an action against the breaching party for the amount of the professional service fee said Broker or Brokers would have received had the breaching party not breached. In the event of any such litigation, this Contract and the Listing Agreement, if any, shall control. In the event of conflict, this Contract shall prevail over the Listing Agreement. The prevailing party in any such action shall be entitled to attorney's fees and costs.

25. EMAIL, FAX, AND COUNTERPARTS: All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery, or email. All facsimile or electronic copy of this contract and any signatures heron shall be considered for all purposes as an original. This contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws. This agreement may be executed in counterparts.

26. EFFECTIVE DATE: The Effective Date shall be the last date of execution by Buyer or Seller. All time periods shall be calculated commencing the day after the Effective Date unless specified herein.

P. FINAL AGREEMENT: No modification or change in this Contract shall be binding unless in writing and executed by the parties. Where in conflict, typewritten provisions shall supersede printed provisions and handwritten provisions shall supersede typewritten and/or printed provisions.

Q. SPECIAL CLAUSES:

This contract is contingent upon approval at publicly noticed meetings of the Village of Palm Springs Village Council and the Village of Palm Springs Community Redevelopment Agency (CRA) governing board. The Purchase and Sale Agreement for the Property shall be contingent upon the CRA Board and Village Council approving the Stipulation and the CRA Board approving the Purchase and Sale Agreement.

Escrow deposit shall be fully refundable should the purchase not be approved by both the Village Council and CRA board.

Seller shall, at seller's expense, close out any active permits and resolve and close all municipal, county, homeowners association or condo association violations, liens, and fines (if applicable) prior to Closing. Contract is void if seller's request for fine reduction is more than 15% of current fine amount.

Tracey Law PLLC shall act as title agent and closing attorney. Costs and fees associated with title insurance and closing costs shall be paid by the seller.

R. REPRESENTATIONS AS TO BROKER INVOLVEMENT: In consideration of Seller entering into this Contract, Broker and Buyer each represent and warrant to Seller that to their knowledge the Brokers named below are the only Brokers involved in this transaction, and to their knowledge no other Broker has produced the Buyer in this transaction. Buyer agrees to indemnify and hold Seller harmless from and against all claims, actions, demands, or judgments asserted or obtained against Seller by any Real Estate Broker other than the Broker named in the Contract on account of this transaction. Seller represents that Seller knows of no other Broker involved in this transaction except as stated in the Contract.

BUYER (_____) (_____) AND SELLER (Initial) (_____) ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE

S. COUNTEROFFER: _____ (Buyer) _____ (Buyer)/ _____ (Seller) _____ (Seller) This Contract has been modified by a counter offer dated _____ and incorporated herein by reference.

T. BROKER'S COMPENSATION: (check one)

☐ If a written Listing Contract is currently in effect, Seller agrees to pay the Brokers named below a professional service fee according to the terms of the Listing Contract.

☐ If no written Listing Contract is currently in effect, Seller shall pay the Brokers named below a professional service fee of _____% of the purchase price or $ _____ at the time of closing.

If the transaction does not close because of refusal or failure of Buyer to perform, Buyer shall pay Broker's professional service fee in full upon demand, without thereby releasing the Seller from said obligation. In such event, fifty percent of Buyer's deposit (made or agreed to be made) shall be paid to Brokers and shall be credited against Buyer's liability for the total professional service fee. The balance of Buyer's deposit shall first be applied toward Brokers' attorneys' fees and costs arising from Buyer's breach, then to other expenses incurred by Brokers on Seller's behalf, and the balance paid, if any, to the Seller. Nothing in this Paragraph shall preclude Seller from asserting Seller's rights against Buyer as provided for at Paragraph I, relating to default. If Seller defaults or if there is a rescission without Brokers' consent, Seller shall pay Brokers' professional service fee in full upon demand.

Buyer	Date	Seller	Date
	10/9/24	Signed by: 0E9C7462431649D...	10/1/2024
Buyer	Date	Seller	Date

(Firm Name and Phone Number Cooperating Broker)	(Firm Name and Phone Number of Listing Broker)
	Life Style International Realty 305-809-8085
(Cooperating Licensee's Name and Public I.D. Number)	(Listing Licensee's Name and Public I.D. Number)
	Ronel Cimeus 3484456

BUYER (Initial) (_____) **AND SELLER** (Initial) (_____) **ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE**

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Serial#: 012943-600172-7726091
Prepared by:Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

From: Nanciann M. Cuenot <ncuenot@vpsfl.org>
Sent: Wednesday, November 6, 2024 3:22 PM
To: Kimberly K. Glas-Castro <kglascastro@vpsfl.org>
Subject: 3401 2nd Avenue North - Total Lien Amount

There are two liens on the property as follows:

Case 2022-45
$100/day/violation
Section 10-8 Exterior Property
Section 10-9 Exterior Structure
Fines Accrued at $200 per day for 682 days (1-3-2023 - 11-14-2024) for a total fine of $136,400.00

Case 2023-28
$100/day/violation
Section 10-31 (FBC 105.1) Failure to obtain permits
Section 10-31 (FBC 110.1) Failure to obtain required Inspections
Section 30-143 Nuisance trash & debris
Fines accrued at $300 per day for 42 days (8-1-2023 - 9-11-2023) for a total fine of $12,600.00

Grand total amount of two Liens $149,000.00

Nanciann Cuenot, CEP
Code Enforcement Officer
226 Cypress Lane | Palm Springs, Florida 33461
Phone: 561.584.8300 Ext. 8524
Email: ncuenot@vpsfl.org

Village of Palm Springs
Police Department
226 Cypress Lane Palm Springs, Florida 33461-1699

MEMORANDUM

To: **Kim Glas Castro**

From: **Nanciann Cuenot**

Date: **September 19, 2024**

Re: **3401 2nd Avenue N – Existing violations**

Code Officer inspected the property on September 18, 2024 and found the following violation present at the property:

SHORT TERM TO COMPLY

- Case 2023-28 – Section 30-143 Public Nuisance – Wild overgrowth, trash & debris REPEAT VIOLATION
- CIT 2022-2765 – graffiti - REPEAT VIOLATION
- Case 2022-45 – Section 10-8 All exterior areas and structures maintained structurally sound, clean safe and sanitary condition.
  - Remove chain-link fence with barbed wire
  - Remove abandoned sign
  - replace all dead bushes, vegetation, grass.
  - Areas around building – clean, grade (open trenches) and sod.
- Case 2022-45 – Section 10-9 Exterior of Structure or building - shall be maintained in good repair, structurally sound and sanitary
  - Exterior painting which includes all wood and metal surfaces including window frames and doors.
  - Walls free from cracks and holes, rotting materials, weatherproof.
  - Windows, doors and hardware broken, rotted or missing and need to be replaced.
  - Remove abandoned metal cabinets on Front and RSF elevations.

LONG TERM TO COMPLY

- Case 2023-28 – Section 10-31 (FBC105.1 & FBC 110.1) Work without permits & inspections – interior and electrical. REPEAT VIOLATION
- Case 2022-45 Section 10-8 – Parking lot and parking spaces shall be kept in proper state of repair.
- Connect to water and sewer, replace backflow
- Landscape plan required including buffers



9/18/2024 11:52:53 AM

Paint exterior of Building



9/18/2024 11:55:46 AM



9/18/2024 11:54:45 AM

Front Elevation - Broken Windows - Graffiti - in multiple locations - repeat violation



9/18/2024 11:54:34 AM



9/18/2024 11:58:35 AM

Front + Rear Parking lot



9/18/2024 11:52:53 AM



9/18/2024 11:57:38 AM

Front & Side Elevation - abandoned damaged signs



9/18/2024 11:54:02 AM



9/18/2024 11:56:18 AM

Replace rotted Doors

Remove abandoned damaged sign



9/18/2024 11:55:10 AM



9/18/2024 11:56:56 AM

Work without permits - now a repeat



9/18/2024 12:02:10 PM



9/18/2024 12:02:21 PM

Left Side Facing - Broken windows + overgrowth



overgrowth

9/18/2024 11:55:23 AM



Rear Elevation

9/18/2024 11:58:58 AM

Remove chainlink fence with Barbed wire

Broken Windows LSF Elevation



9/18/2024 12:01:39 PM



9/18/2024 11:53:36 AM

Connect to sewer + water - missing Backflow



9/18/2024 11:57:23 AM



9/18/2024 11:59:48 AM

Trash + Debris front + rear



9/18/2024 11:52:44 AM

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Administration

ITEM #20: Resolution No. 2024-66 - Approve Interlocal Agreement (Funding Real Property Acquisition & Improvements) with Palm Springs Community Redevelopment Agency - 3401 2nd Avenue North

SUMMARY: Staff is recommending approval of an Interlocal Agreement between the Village and CRA to fund the purchase of the property located at 3401 2nd Avenue North. The Lake Worth District of the CRA has $862,932 budgeted in Fiscal Year 2024-2025 for property acquisition. The purchase price, together with the estimated renovation and furnishings costs, total $2,300,000. The proposed loan agreement provides for a $1,437,068 loan (a transfer from the Village's unassigned fund balance) with a 20-year repayment plan of a minimum of $71,853.40 annually.

The increment revenue to the Lake Worth District Trust Fund has grown from $62,000 in FY21 to $613,423 in FY25 and is expected to continue to increase as redevelopment occurs. The Village staff is confident that the CRA will make an annual debt payment (at least) of $71,853.40 and have growing incremental revenues to continue to budget for ongoing programs such as the Catalyst Fund, business incentive grants, and placemaking improvements.

On a 20-year repayment schedule, the loan will be paid off in 2045. The CRA will sunset on December 3, 2049, unless extended by the Board of County Commissioners.

Note: The Village of Palm Springs may lend properly appropriated municipal funds to the Palm Springs Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes, for a project declared by the Village to represent a municipal public purpose. The Village and CRA find that the acquisition of the real property located at 3401 2nd Avenue North will serve a public purpose and fulfill the overall objective to reduce blight and abate nuisance within the Lake Worth Road District.

FISCAL IMPACT:
The loan between the Village and CRA will allow the Lake Worth district's budget to be supplemented to facilitate the purchase. The CRA will prioritize its loan repayment with annual TIF revenues during the budget process.

ATTACHMENTS:
1. Resolution No. 2024-66 Purchase of 3401 2nd Ave N
2. Contract for Sale and Purchase of Real Property - 3401 2nd Avenue North
3. Appraisal - 3401 2nd Avenue North
4. Asbestos Report - 3401 2nd Avenue North

5. Phase I Environmental Assessment - 3401 2nd Avenue North
6. Existing Violations - 3401 2nd Avenue North
7. Estimated Renovation Budget
8. Title Commitment
9. Survey
10. Aerial - 2nd Avenue North Parcel

RESOLUTION NO. 2024-66

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE CONTRACT FOR PURCHASE OF THE REAL PROPERTY LOCATED IN THE PALM SPRINGS CRA DISTRICT AT 3401 2ND AVENUE N; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF THE REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village desires to purchase the real property located in the Palm Springs CRA District at 3401 2nd Avenue N, Palm Springs, Florida (Parcel Control Number: 70-43-44-19-20-058-0110) ("Property"), which Property is currently owned by the Advanced Global Consulting Firm, LLC of the Village of Palm Springs, Florida; and

WHEREAS, the purchase price, together with the estimated renovation and furnishings costs, total $2,300,000; and

WHEREAS, the proposed loan agreement provides for a $1,437,068 loan (a transfer from the Village's unassigned fund balance) with a 20-year repayment plan of a minimum of $71,853.40 annually; and

WHEREAS, the Village's Purchasing Code (within the Village's Code of Ordinances) authorizes the Village to purchase real property (land) under Section 58-4 of the Purchasing Code so long as funding for the purchase is available and the Village Council approves the purchase; and

WHEREAS, the Village currently has the funding available in the Village budget to make the purchase of the Property; and

WHEREAS, under Section 58-7 of the Purchasing Code, the purchase of the Property qualifies as a single-source purchase as there is currently no other real property available that is of the same size; and

WHEREAS, consistent with Section 58-7 of the Purchasing Code, the Village Manager negotiated the purchase price with the Global Consulting Firm LLC, which negotiations resulted in an agreed purchase price; and

WHEREAS, as a result of the negotiations, the Village Manager and Global Consulting Firm entered the attached contract for sale and purchase of the Property, which is attached as Exhibit "A" and incorporated herein ("Contract"), which Contract is conditioned upon Village Council approval; and

WHEREAS, the Village has not utilized any exemptions from section 119.07(1), Florida Statutes, during the process of obtaining and appraisal and negotiating the Contract and is adhering to the Village's Purchasing Code authorizing the purchase of real property if budgeted and approved by Village Council; and

WHEREAS, the Village Council finds approving the Contract and acquiring the Property is in the best interests of the Village and serves a valid public purpose.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct statements and factual findings of the Village Council and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Council hereby approves the Contract for the purchase of the Property located in the Lake Worth Palm Springs CRA District at 3401 2nd Avenue N, Palm Springs, Florida, from Global Consulting Firm, LLC.

Section 3. The Village Council hereby authorizes the Village Manager to execute all documents necessary to effectuate the purchase of the Property from the Church.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

Member _____ offered the foregoing resolution. Member _____ seconded the motion, and upon being put to a vote, the vote

was as follows.

	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 the Resolution duly passed and adopted this _____ day of November 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

Docusign Envelope ID: 55B29A3F-4054-445D-BC4E-9879AA42A837

SRG SANDALS REALTY

COMMERCIAL CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

Date of Last execution by Buyer or Seller: 10/9/24 EFFECTIVE DATE
To be filled in by Last Party to Sign or Initial

TO BE USED ONLY FOR MULTIPLE (FIVE (5) UNITS OR MORE), COMMERCIAL, OR INDUSTRIAL PROPERTY.
NOT TO BE USED FOR BUSINESS OPPORTUNITIES

Seller: Yves Corioland, Manager Tel: _____
of Advanced Global Consulting Firm LLC
Buyer: Michael Bornstein, Executive Director Tel: 561-584-8200
of Village of Palm Springs Community Redevelopment Agency (CRA)
hereby agree that the Seller shall sell and the Buyer shall buy the following described property together with existing improvements thereon, UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

1. LEGAL DESCRIPTION of real estate located in Palm Beach County, Florida. Tax Folio # 70-43-44-19-20-058-0110
SUB 19-44-43 ELY 320.94 FT OF SLY 382.61 FT OF TR 58 LYG N OF RD (LESS N 208.18 FT OF W 115 FT)

ADDRESS: 3401 2nd Ave N (Street) _____ (Apt/Unit) Palm Springs (City) 33461 - _____ (Zip + 4)

PERSONAL PROPERTY: A complete inventory of all personal property of Seller currently used in the operation of the property and included in purchase price shall be:

(a) Inventory to be provided within _____ days from Effective Date, initialed and agreed upon by both the Buyer and the Seller.
(b) Inventory attached hereto.

LEASED EQUIPMENT IF ANY: _____
Seller represents that the property can now be used for the following purposes: _____

2. PURCHASE PRICE in U.S. funds ..... $ 1,900,000.00
3. METHOD OF PAYMENT: (checks subject to collection)
Deposit(s) to be held in escrow by Thron Law PLLC
Address: 1615 Forum Place, 4th Floor Phone No.: 561-310-3265 Email: pthron@thronlaw.com
(a) Initial deposit to be held in escrow in the amount of ..... $ 35,000.00
Check one: ☐ Accompanies offer ☒ is to be made within 5 (if blank, 3) calendar days after Effective Date, time being of the essence.
(b) Additional deposit to be delivered to Escrow Agent within _____ (if blank, 3) calendar days after Effective Date, time being of the essence ..... $ _____
Escrowed funds may be placed in an interest-bearing account with interest to accrue to the Escrow Agent unless precluded by law.
(c) Amount of new note and mortgage to be executed by the Buyer to any lender other than the Seller ..... $ _____
TYPE OF MORTGAGE ☐ Conventional, ☐ Fixed Rate, ☐ Variable, ☐ Other (SEE Paragraph B1) Buyer agrees to make a written application within seven (7) calendar days and to make a good faith, and diligent effort to obtain the loan.
(d) Second note and mortgage, or line of credit in the amount of ..... $ _____
(e) Mortgage and note to Seller bearing interest at _____% for _____ years in the principal amount of ..... $ _____
Payable as follows: _____
(f) Balance of funds due from Buyer in the form of U.S. currency, cashier's check drawn on a Florida financial institution, or wire transfer, upon closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments, and prorations) ..... $ 1,865,000.00
(g) PURCHASE PRICE ..... $ 1,900,000.00

4. OTHER ATTACHMENTS MADE PART OF THIS CONTRACT (check appropriate box) ☐ Addendum ☐ Exhibit ☐ Other
5. TIME FOR ACCEPTANCE: If this Contract is not executed by Seller and Buyer on or before October 11, 2024, the deposit shall, at the option of Buyer, be returned to Buyer and this Contract shall be null and void.
CLOSING DATE: November 15, 2024 (60 calendar days if left blank from Effective Date of this contract). Should closing date not be met, for a reason this Contract shall be extended up to _____ (not to exceed 7 calendar days).

BUYER (Initial) (_____) **AND SELLER** (Initial) (_____) **ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE**

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Serial#: 012943-600172-7726091
Prepared by: Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. ESCROW: Time is of the essence only with reference to the payment of all escrow deposits. The party or entity receiving the deposit agrees by the acceptance thereof to deposit them promptly, to hold the funds in escrow and to disburse the same, subject to clearance, in accordance with this Contract. Failure of clearance of funds shall not excuse performance by Buyer. Provided, however, that in the event a dispute shall arise between any of the parties to this Contract as to the proper disbursement of the deposit, the party holding the deposit may, at their option: (1) take no action and hold all funds (and documents, if any) until agreement is reached between the disputing parties, or until a judgment has been entered by a court of competent jurisdiction and the appeal period has expired thereon, or if appealed then until the matter has been finally conducted and then to act in accordance with such final judgment; or (2) institute an action for declaratory judgment, interpleader or otherwise joining all affected parties and thereafter complying with the ultimate judgment of the court with regard to the disbursement of the deposit and disposition of documents, if any. In the event of any suit between Buyer and Seller wherein the escrow agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein escrow agent interpleads the subject matter of this escrow, the escrow agent shall be entitled to recover all attorney's fees and costs incurred, including costs and attorney's fees for appellate proceeding, if any. Said fees and costs are to be charged and asserted as court costs against the losing party or parties, jointly and severally. The party receiving the deposit shall be entitled to the foregoing interpleader relief and award of attorney's fees and cost regardless of whether said party is also claiming a portion of deposit monies as real estate commission and whether or not suit is first filed by one or both, Buyer or Seller, in a suit involving the escrow holder and whether or not any party, Buyer or Seller, has an independent action against the escrow holder and whether or not the escrow holder instituted the interpleader action for their own protection. Any escrow agent who holds any deposit under the terms of this Contract shall, upon the filing of an interpleader action, be obligated to deliver said deposit to the registry of the court for disposition in accordance with the interpleader order.

B. MORTGAGES:

1. NEW MORTGAGES: If this Contract provides for Buyer to obtain a new mortgage, then Buyer's performance under this Contract shall be contingent upon Buyer's obtaining said mortgage financing upon the terms stated, or if none are stated, then upon the terms generally prevailing at such time in the county where the property is located. **In the event Buyer executes a new mortgage, all charges incidental to the mortgage shall be paid by the Buyer.** In the event a letter of approval for said financing is not obtained within ____ (if blank, 45) calendar days from the Effective Date of this Contract, then either party may terminate this Contract by delivery of written notice to the other party or their agent, the deposit shall be returned to the Buyer and all parties shall be released from all further obligations hereunder. This right of termination shall cease upon the Buyer obtaining a written letter of approval regardless of contingencies for mortgage financing at the rate and terms of payment previously specified herein prior to the delivery of the notice of termination.

2. EXISTING MORTGAGES: The Seller shall obtain and furnish an estoppel statement from the mortgagee setting forth the principal balance, escrow balance, method of payment, interest rate, assumability and whether the mortgage is in good standing. If there is a charge for the change of ownership, including charges for an assumption fee, it shall be borne by ☐ **Buyer** ☐ **Seller** ☐ **equally.**

Buyer shall make application for assumption of the existing mortgage within five (5) calendar days from the Effective Date of this Contract. Buyer agrees to make a good faith, diligent effort to assume the existing mortgage and agrees to execute all documents required by the mortgagee for the assumption of said mortgage. In the event the mortgagee does not give written consent to permit the Buyer to assume the existing mortgage at the rate and terms of payment specified in Paragraph 3.(d) within thirty (30) calendar days, then either party may terminate this Contract by delivery of written notice to the other party or their agent, then the deposit(s) shall be returned to the Buyer and all parties shall be released from all further obligations hereunder. This right of termination shall cease upon the Buyer obtaining written approval for assumption of the mortgage prior to the delivery of the notice of termination.

3. PURCHASE MONEY MORTGAGES FROM SELLERS: Except as specifically hereinafter provided, any purchase money note and mortgage to Seller shall follow a form with terms generally accepted in the county where the property is located. A purchase money mortgage shall provide for an annual proof of payment of taxes and insurance against loss by fire with extended coverage in an amount not less than the full insurable value of the improvements. Seller shall be named on the insurance policy as a lost payee. Purchase money mortgages shall be transferable to subsequent Buyers unless otherwise provided. A first mortgage and note shall provide for acceleration, at the option of the holder, after thirty (30) days' default, and a junior mortgage shall provide for acceleration, at the option of the holder, after ten (10) days' default. The note shall provide for a late charge of five percent (5%) of the payment due if payment is received by the mortgagee more than ten (10) days after the due date and mortgagee has not elected to accelerate. Junior mortgages shall require the owner of the property encumbered to keep all prior liens and encumbrances in good standing and shall forbid the owner from accepting modifications or future advances under any prior mortgages. Any prepayment shall apply against principal amounts last maturing. See Special Clauses for more information.

All personal property conveyed will, at the option of Seller, be subject to the mortgage and evidenced by Security Agreement, UCC-1 and conditional assignment of leases.

BUYER () (_____) **AND SELLER** (Initial ) (_____) **ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE**

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Prepared by:Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

(APPROVE BY CHECKING ONLY ONE C1, C2, C3)

Paragraph C3 "Inspections with Limitation Clause" shall apply unless Paragraph C1 "Property Sold In "As Is" Condition" or Paragraph C2 "Property Sold In "As Is" Condition with Right of Inspection" is checked. (Access and all utilities for completion of inspections shall be provided by Seller.)

☐ **C1. PROPERTY SOLD IN "AS IS" CONDITION:**

Seller shall convey the property in its present "as is" condition. With the exception of Paragraph H. Environmental Hazards, Seller makes no warranties other than marketability of title and will make no repairs. Buyer has inspected the property or waives any right to inspect and accepts the property in its "as is" condition. By accepting the property "as is," Buyer waives all claims against Seller and Broker. In the event of inconsistencies between this Paragraph and other provisions of this Contract, the provisions combined in this Paragraph shall prevail.

☒ **C2. PROPERTY SOLD IN "AS IS" CONDITION WITH RIGHT OF INSPECTION:**

Seller shall convey the property in its present "as is" condition. With the exception of Paragraph N. 9. Governmental and Related Matters and Paragraph H. Environmental Hazards, Seller makes no warranties other than marketability of title and will make no repairs. Buyer may, at Buyer's expense and within 30 days (ten (10) days if left blank) from Effective Date, conduct inspections and make tests and investigations of the property as Buyer deems necessary to determine suitability of the property. Buyer may terminate this Contract by written notice to Seller and Broker within the time allowed to make inspections if the inspections reveal conditions which are reasonably unsatisfactory to Buyer. Buyer's failure to give written notice to Seller and Broker shall be deemed a waiver of Buyer's right to terminate this Contract according to the terms of this Paragraph.

☐ **C3. INSPECTIONS WITH LIMITATION CLAUSE:**

A. SCOPE OF INSPECTIONS: Buyer shall, at his expense, have the right to make the following inspections.

1. Termite: Property may be inspected by a licensed exterminating company, to determine whether there are active termite, fungus (dry-rot) or other wood-destroying organisms on the property or damage from present or prior termite or wood-destroying organisms. If there is such infestation or damage, ☐ **Buyer** ☐ **Seller** shall pay the cost of treatment, repair or replacement of the property which is infested or damaged. Where no active wood destroying infestation is observed, treatment or eradication shall not be required at Seller's expense.

2. Roof: Property may be inspected by a licensed Florida roofer or licensed Florida General Contractor to determine that there is no evidence of existing leaks. If inspection reveals that repairs and/or replacements are required, costs of same shall be paid by Seller. If roof is found to be leak free, no re-roofing will be required, notwithstanding the condition of roofing materials.

3. General: Buyer, at their expense, may make such other inspections of the premises as he deems reasonably necessary. Said inspections shall be made by licensed persons or companies qualified to perform the inspections and give estimates. If the inspections reveal functional defects (as distinguished from aesthetic defects), the cost of same shall be paid by Seller.

4. Personal Property: Seller represents that all appliances, machinery, and equipment shall be in working order at date of closing. If inspections reveal that repairs or replacements are necessary, the cost of same shall be paid by Seller.

5. All inspections and repairs shall include any other structures on the property except for fences and sheds.

B. TIME FOR INSPECTIONS: Buyer shall have _____ calendar days (30 if blank,) from Effective Date (Inspection Period) within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer chooses to terminate this contract because of inspection results, by a licensed inspector, then Buyer shall provide all inspection reports to the Seller prior to the return of deposit. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property subject to Seller's continuing Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

C. RESULTS OF INSPECTION:

1. Copies of inspection reports and estimates pertaining to same, must be provided to all Buyers, Sellers, real estate brokers, lending institutions, attorneys and title companies as requested.

2. Inspection reports must include monetary value amounts relating to the repairs cited.

3. Inspections pursuant to this Contract are the responsibility of the parties, Brokers shall not incur liability to either party stemming from assistance rendered in the inspection process.

D. REINSPECTION: If Seller disputes Buyer's inspection reports, Seller shall have the right to have additional inspections made at their cost which will be completed within five (5) days of receipt of the disputed report. If Buyer's and Seller's inspection reports do not agree, the parties shall agree on a third inspector, whose report as to condition and required repairs shall be binding upon the parties. Said inspection shall be completed within five (5) days of said agreement. The cost of the third inspection shall be borne equally by Buyer and Seller.

BUYER () (_____) **AND SELLER** (Initial ) (_____) **ACKNOWLEDGE RECEIPT OF A COPY OF THIS PAGE**

E. LIMITATION CLAUSE: Seller shall be responsible for the aggregate costs of the above treatment, repairs, and replacement up to ____% (1% if not filled in) of the purchase price including the cost of tenant relocation, if necessary. If the total cost of matters to be remedied under Paragraph C1. A. exceeds this amount, any party shall have the option of paying any amount in excess thereof and this Contract shall remain in full force and effect. Seller may use a licensed Contractor and materials of Seller's choice to perform all necessary repairs, providing they meet the applicable building codes. If neither party agrees to pay such excess, then, at Seller's or Buyer's option, this Contract may be cancelled by delivery of written notice to the other party. In the event of such cancellation all deposits made shall be returned to Buyer, whereupon all parties shall be relieved of all obligations under this Contract.

D. PRE-CLOSING EXAMINATION: In addition to the above inspections, Buyer shall have the right to a pre-closing examination (walk through) of the premises prior to closing. The sole purpose of the "walk through" shall be limited to identifying changes in condition of the property which have arisen or circumstances which could not have been readily observed since the execution of this Contract. The pre-closing examination expressly is NOT an additional inspection. Any changes in condition noted at the "walk through", with the exception of normal wear and tear, shall be the responsibility of Seller.

E. LEASES AND TENANCIES: Seller shall expressly disclose to Buyer at time of execution of Contract, a statement describing the rental, nature, duration, and terms (including any special clauses or covenants) of all occupancies. Within ____ day (fifteen (15), if left blank) after execution of Contract, Seller shall furnish to Buyer copies of all written leases and a statement from each tenant verifying the accuracy of statements previously furnished by Seller. If Seller is unable to obtain the foregoing statements from tenants, the same information shall be provided in a Seller's Affidavit. If there is a material discrepancy between statements made by Seller and verification received by Buyer, at Buyer's option this Contract shall be cancelled, and all deposits made shall be returned to Buyer. No new occupancies shall be created without the express written consent of Buyer, which consent shall not be unreasonably withheld. Seller shall deliver and assign all existing leases, unmodified, to Buyer at closing. ☐ **Buyer or** ☐ **Seller** shall pay for and provide all Estoppel letters from Association, Association Estoppel fees, Landlord Assignment fee and/or Transfer fee.

F. RENTAL SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with the rental agreement and current law, shall be transferred to Buyer pursuant to Florida Law.

G. EVIDENCE OF TITLE: Evidence of Title shall be certified to a date subsequent to the Effective Date of this Contract, but not more than thirty (30) days prior to date of scheduled closing. Evidence of Title shall show in Seller a marketable title in accordance with current title standards adopted by the Florida Bar, subject only to liens, encumbrances, exceptions, or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Evidence of Title shall be delivered within ten (10) days after the Effective Date of this Contract, or fifteen (15) days prior to the closing date set forth in Paragraph 6, whichever is earlier, and if not, Buyer may delay closing date in order that Buyer has fifteen (15) days from date of receiving said title evidence to examine same. If title is found to be defective, Buyer shall, within a reasonable period, notify Seller in writing and specify the defects. If said defects render title unmarketable, Seller shall have sixty (60) days from receipt of such notice to cure the defects, and if after said period Seller shall not have cured the defects, Buyer shall have the option of accepting title as it is, extending the closing date up _____ (180 calendar days if left blank) or demanding a refund of all deposits made hereunder which shall forthwith be returned to Buyer, and thereupon Buyer and Seller shall be released of all obligations to each other under this Contract. Seller agrees that he will, if title is found to be unmarketable, use diligent effort to correct the defects within the time limit provided.

Seller, at Seller's expense, shall deliver to the Buyer, one of the following types of evidence of title:

☐ An existing title insurance policy, qualified as a base for reissuance of coverage on said property at the purchase price, together with an abstract continuation from the Effective Date of said policy, or together with a computer printout and name search of all entries reflecting all documents affecting the property from the Effective Date of the policy. Continuation shall be by Buyer at Sellers expense not to exceed that normally and reasonably charged in the community. Seller shall be obligated to provide at Seller's expense copies of all documents affecting the title to the property.

☐ An abstract of title prepared and brought current by an abstract company or title agent approved by Buyer, commencing with the earliest possible records.

☒ A Standard Title Insurance Commitment issued by a qualified title insurer or agent approved by Buyer agreeing to issue to Buyer a Standard Owner's Title Insurance Policy in the amount of the purchase price. Upon closing the transaction, the abstract, if any, (complete or partial, together with base title policy and computer printout with copies) shall become the property of Buyer, subject to the right of retention by mortgagee, in order of priority.

H. ENVIRONMENTAL HAZARDS: At Buyer's option, within 15 days from Effective Date (five (5) days if not filled in), Buyer may, at Buyer's expense, apply for a Phase I inspection to be conducted by a licensed environmental engineer. Buyer shall forthwith deliver to Seller a copy of all resulting environmental reports. If a Phase I inspection reveals an environmental hazard or if a lender requires a Phase II or III investigation, Buyer shall deliver written notice of the requirement to the Seller and Seller may elect within ___ days from receipt of the notice (five (5) days if not filled in), to conduct the investigation by a licensed environmental engineer at Seller's expense. If Seller elects not to conduct the investigation, either party may terminate this Contract. If Seller elects to pay for and make corrective measures required by law,

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Buyer shall either extend closing or Seller shall escrow the amount necessary to complete the cleanup. Seller shall have ___ days (ninety (90) days if not filled in) after Notice to complete cleanup. If problem has not been resolved by that time, either party may agree to extend for an additional length of time or Contract may be terminated by either party.

I. DEFAULT:

1. DEFAULT BY BUYER: If Buyer fails to perform this Contract within the time specified, an amount equal to the deposit made or agreed to be made by Buyer, or ten percent (10%) of the purchase price, whichever is greater may be retained or recovered by or for the account of Seller as liquidated damages, consideration for the execution of this Contract and full settlement of any claims; whereupon Buyer shall be relieved of all obligations to the Seller under this Contract; or Seller, at their option, may proceed in equity for specific performance of this Contract. Nothing herein contained shall affect Buyer's obligation to Broker as set forth in Paragraph S.

2. DEFAULT BY SELLER: If, for any reason other than failure of Seller to make title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach.

Seller's failure to produce marketable title or failure to correct violations of government regulations shall not affect Seller's obligation for Broker's professional fee in full as provided in Paragraph R.

J. CLOSING:

1. PLACE: Closing shall be held at the office of Buyer's attorney or closing agent, if located within the county in which the property is situated; if not, then at the office of Seller's attorney or closing agent. However, if a portion of the purchase price is to be derived from institutional financing or refinancing, the lender's requirements as to place, time of day and procedures for closing and for disbursement of mortgage proceeds shall control, anything in this Contract to the contrary notwithstanding.

2. DOCUMENTS: Seller shall furnish deed or other instrument of conveyance, mechanic's lien affidavit, bill of sale, assignment of leases, purchase money note and mortgage, security agreement and financing statement, and any corrective instruments that may be required in connection with perfecting the title. Each party shall prepare and furnish its own closing statement.

3. EXPENSES: The cost of providing Evidence of Title covering the period prior to closing, state documentary stamps which are required to be affixed to the instrument of conveyance, and recording of any purchase money mortgage to Seller, and the cost of recording any corrective documents shall be paid by Seller. Documentary stamps and intangible tax on the note or notes secured by the purchase money mortgage, and the cost of recording the deed and any financing statements shall be paid by Buyer. Seller shall pay any prepayment penalties incurred or charged in satisfying existing mortgages.

4. PRORATIONS: Any references in this Contract to prorations shall be as of the date of closing unless occupancy occurs prior to closing, in which case prorations shall be as of the date of occupancy, unless otherwise provided:

(a) Proration of Taxes (Real and Personal): Taxes shall be prorated on the current year's tax without regard to discount. If closing occurs on a date when the current year's millage is not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, taxes will be prorated on the prior year's tax without regard to discount. If there are completed improvements by January 1st of the year of closing, which improvements were not in existence on January 1st of the prior year, taxes will be prorated based upon the prior year's millage and an equitable estimated assessment of the property, as improved. Any tax proration based upon any estimate shall be subsequently readjusted upon receipt of the tax bill.

(b) Other Prorations: Insurance if Assumable, Rent, Association Dues, Condo Dues, Assessments, interest, appliance service contracts (if Buyer requests transfer), any other expenses and revenues of the property shall be prorated.

K. AFFIDAVITS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to Seller. If the property has been improved within ninety (90) days prior to closing, Seller shall deliver to Buyer an affidavit setting forth names and addresses of all Contractors, sub-Contractors, suppliers, and materialmen and stating that all bills for work on subject property have been paid. Buyer may require releases of all potential liens. Seller shall also furnish a "Gap" affidavit and any other affidavits which may reasonably be required by the closing agent.

L. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused, or prevented by a Force Majeure event. "Force Majeure" means - hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, or wars, insurrections, civil unrest or acts of terrorism, or governmental action and mandates, government shutdowns, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or require approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract, provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller

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from all further obligations under this Contract.

M. CONVEYANCE AND TRANSFER: Seller shall convey real property to Buyer by, ☒ Statutory Warranty Deed ☐ Special ☐ Other (unless selling in a representative capacity) subject to: (1) taxes for year of closing and subsequent years; (2) zoning and/or restrictions and prohibitions imposed by governmental authority; (3) restrictions and other matters appearing on the plat and/or common to the subdivision; (4) utility easements of record, provided said easements do not reasonably interfere with the intended use of the property; and (5) other matters specified in this Contract, including mortgages to be assumed by Buyer and Purchase Money Mortgages, if any. All reverted provisions and reservations shall be released of record at Seller's expense unless extinguished by the Marketable Record Title Act or unless the right of re-entry or the reservation has been released by other statutory authority or by the state of Florida. Personal property shall be transferred by Bill of Sale Absolute, subject only to such liens as agreed to by the parties.

N. CLOSING, FUNDING, OCCUPANCY AND POSSESSION:

1. Closing shall occur upon receipt of deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), assignment(s) of leases, and all funds have been collected ("Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent).

2. Funding shall take place when all funds required for closing are received by the closing agent, collected, and cleared in addition to the Closing Agent having received Seller Documents defined in paragraph N1.

3. Seller agrees to deliver possession, and all keys for locks and alarms if any, upon closing and funding and represents that there are no other persons in occupancy, unless expressly agreed to by the parties. Seller's personal items and/or trash shall be removed before closing. If the property is rental property, Seller shall provide the information required by this Contract as to existing tenants.

O. MISCELLANEOUS:

1. SUITABILITY FOR INTENDED USE: Buyer shall ☐ shall not ☐ (not applicable if not filled in) within ___ days (five (5) days if left blank) from the Effective Date, at Buyer's expense, being to determine the suitability of the Property through due diligent inquiries, investigations, studies, or any other means regarding the property including laws, zoning, ordinances, referendums, initiatives, and votes, etc. If such matters are unsatisfactory to Buyer, Buyer shall give written notice of disapproval to Seller and Broker within the time period specified herein, whereupon this Contract shall be considered null and void and any deposits shall be forthwith returned. Buyer's failure to give written notice of disapproval shall conclusively be deemed approval.

2. SURVEY: Buyer may have the property surveyed at ☐ **Buyer or** ☐ **Seller** expense. If the survey, certified by a registered Florida surveyor, shows any encroachment on the property or that improvements intended to be located on the property do, in fact, encroach on lands of others or violate any other Contract covenants, the same shall be treated as a title defect.

3. SPECIAL ASSESSMENT LIENS: Certified special assessment liens as of the date of closing are to be paid by Seller. Pending liens as of the date of closing shall be assumed by Buyer. Where the improvement has been substantially completed as of the Effective Date of this Contract, such pending liens shall be considered as certified, and Seller shall, at closing, be charged an amount equal to the last estimate of the public body of the assessment of the improvement.

4. (a) RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and the cost of restoring the same does not exceed five percent (5%) of the sales price, the cost of restoration shall be an obligation of Seller and closing shall proceed pursuant to the terms of this Contract with the cost thereof being escrowed at closing. If the cost of repair or restoration exceeds five percent (5%) of the sales price, Buyer shall have the option of taking the property "as is," together with any insurance proceeds by virtue of said loss or damage or cancelling this Contract and all deposits will be returned forthwith to Buyer and the parties released of any further liability hereunder.

(b) CONDEMNATION: In the event an order of taking has been issued by any governmental authority, Buyer shall have the option to cancel contract or require Seller to convey any remaining portion of the property. Should the Buyer not elect to cancel the Contract, then the Buyer shall have the right to participate in negotiations with government and this Contract shall remain in full force and effect.

5. INCOME & EXPENSE STATEMENT: Seller shall ☐ shall not ☐ (not applicable if not filled in) within ___ days (five (5) days if left blank) from the Effective Date, make available to Buyer a statement of income and expense pertaining to the subject property for the period from _____ to _____. Seller represents that income and expense statements are based upon records maintained in the ordinary and normal course of business and used by Seller in the computation of federal income tax returns. Buyer shall be allowed ____ days (five (5) days if left blank) after receipt of said records to provide written notice to Seller and Broker of disapproval, whereupon this Contract shall be considered null and void and any deposits shall be forthwith returned. Buyer's failure to give written notice to Seller shall conclusively be deemed approval.

6. MANAGEMENT & SERVICE AGREEMENTS, IF ANY: Seller ☐ shall ☐ shall not within ____ days (five (5) days if left blank) of the Effective Date, make available to Buyer, for inspection and review, management, and service contracts and other agreements pertaining to the operation of the property. Seller will provide Buyer with information regarding any outstanding or deferred real estate commissions owed to a licensed real estate broker and that no tenant is entitled to any rebate, concession, or other benefit except as set forth in the documents. Seller

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represents that the documents to be furnished are those maintained in the ordinary and normal course of business. Buyer shall be allowed ___ days (five (5) days if left blank) after receipt to notify Seller and Broker in writing of disapproval. Buyer's failure to give written notice of disapproval shall conclusively be deemed as an approval.

7. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the property and any business conducted on the property in the manner operated prior to contract and will take no action that would adversely impact the property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the property or Buyer's intended use of the property will be permitted ☐ only with Buyer's consent ☐ without Buyer's consent.

8. LICENSES: Seller shall deliver to Buyer, within ___ days (five (5) days if left blank) from the Effective Date, copies of all permits and approvals concerning the property obtained from any governmental entity, including but not limited to Certificate of Occupancy, Conditional Use Permits, Development plans, and licenses and permits pertaining to the operation of the property. Buyer shall be allowed ___ days (five (5) days if left blank) after receipt of said records to provide written notice to Seller and Broker of disapproval, whereupon this Contract shall be considered null and void and any deposits shall be forthwith returned. Buyer's failure to give written notice to Seller shall conclusively be deemed as an approval.

9. TRADE NAMES & TELEPHONE NUMBERS: Seller shall assign trade name and telephone numbers, if any, to the Buyer.

10. GOVERNMENTAL AND RELATED MATTERS: Seller warrants and represents that to the best of their knowledge the property in its present condition is not in violation of any governmental regulations. All improvements to the property have been properly permitted. To the extent that any aspect of the property is in violation with all such governmental regulations, then Buyer shall give written notice to Seller and Seller shall have sixty (60) days to remedy the defect. If after the expiration of the said sixty (60) day period Seller has been unable to remedy said defects, Buyer may cancel the contract, whereupon their deposit shall be refunded. In the alternative, Buyer may accept the property in its present condition. Seller shall make a due diligent, good faith effort to bring the property into compliance with all governmental regulations. Notwithstanding the foregoing, in no event shall Seller be required to expend more than five percent (5%) of the purchase price to so bring the property into compliance. Seller's warranties herein contained shall not survive the closing of this transaction.

11. GROWTH MANAGEMENT ACT: The Buyer is hereby advised that the State of Florida has adopted a Growth Management Act which could affect the future development of the subject property regardless of the present zoning classification. The broker disclaims any liability for the consequences arising from the application of said act. Buyer is advised to contact the appropriate governmental agency or department with jurisdiction over the subject property. Broker makes no representations to the Buyer as to the impact of the Growth Management Act on the subject property.

12. COASTAL CONSTRUCTION CONTROL LINE: If all or part of the property is located seaward of the Coastal Construction Control Line as defined in Florida Statute 161.053, it is subject to government regulation. Florida law requires Seller to provide Buyer with an affidavit, or a survey meeting the requirements of chapter 472 of the Florida Statutes, delineating the location of the CCCL on the property at or prior to closing.

13. SECTION 1031 EXCHANGE: ☐ **BUYER** ☐ **SELLER** (not applicable if not filled in) requests a Section 1031 tax deferred exchange in connection with this transaction. The parties agree to cooperate in effecting the exchange in accordance with Section 1031 of Internal Revenue Code, including execution of any documents which may be reasonably necessary to affect the exchange. The non-requesting party shall not be obligated to delay closing. The party requesting the exchange shall pay all costs associated with the exchange and shall indemnify and hold harmless the non-requesting party from all liability, damages, costs, claims and expenses of any nature, including attorney's fees, arising from the exchange. This covenant shall survive the closing and acquisition of replacement property.

14. INGRESS AND EGRESS: Seller warrants that there are ingress and egress to the property over public or private roads or easements sufficient for the intended use thereof, and this warranty shall survive the closing.

15. MAINTENANCE: Between the Effective Date of this Contract and the closing date, all personal property included in the transaction and the real property, including lawn, shrubbery, and pool, if any, shall be maintained by Seller in the condition existing as of the Effective Date of this Contract, ordinary wear and tear excepted.

16. INTEREST: No interest shall be paid to the Sellers or Buyers on deposits, or on mortgage proceeds or closing proceeds not disbursed to Seller at closing.

17. ATTORNEY'S FEES AND COSTS: In any litigation (including all appeals) arising out of this Contract involving Seller and Buyer or Broker or Escrow Agent, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

18. PERSONS BOUND: This Contract shall bind and inure to the benefit of the parties hereto, their heirs, successors, and assigns. Whenever the context permits, singular shall include plural and gender shall include all.

19. ADDENDA AND EXHIBITS: The term "Contract" shall include all Addenda and Exhibits attached or incorporated by reference.

20. NOTICE AND TIME: Notice to Agent, Broker, or Attorney of each party, shall be deemed effective notice to that party. Any reference to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 o'clock P.M. on the next full business day.

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Prepared by:Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
Form Simplicity

21. CONTRACT NOT RECORDABLE: Neither this Contract nor any notice thereof shall be recorded in the public records.

22. FIRPTA: No withholding is required under Section 1445 of the Code if the Seller is not a foreign person. Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS. Seller will be required to file an IRS Form W7 with the Internal Revenue Service for Social Security Number (SSN) or Tax Identification Number (TIN), in order to apply for recovery of all or a portion of the withheld sum.

If the Seller is a "foreign person" as defined by HRPTA, Section, 1445 of the Internal Revenue Code (Code') requires the Buyer to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

23. FLORIDA REAL ESTATE COMMISSION: Notwithstanding anything herein contained, the Seller and Buyer agree that any Real Estate Broker holding any deposit under the terms of this Contract, may rely upon an Escrow Disbursement Order or similar direction from the Florida Real Estate Commission and shall be saved harmless by the parties from any liability arising from the distribution made pursuant to such order or direction providing, however, all parties shall strictly comply with the rules of the Florida Real Estate Commission.

24. THIRD PARTY BENEFICIARIES: The Buyer and Seller each acknowledge that the Listing Broker and the Cooperating Broker are Third Party Beneficiaries of this Contract. Notwithstanding privity or the absence of same, said Brokers have an interest in the performance of this Contract. Accordingly, the parties agree that this Contract shall not be changed or modified in any way which would affect the Broker's rights without the consent of said Brokers. Further, in the event of breach by either Buyer or Seller, then the Cooperating Broker, Listing Broker, or both may bring an action against the breaching party for the amount of the professional service fee said Broker or Brokers would have received had the breaching party not breached. In the event of any such litigation, this Contract and the Listing Agreement, if any, shall control. In the event of conflict, this Contract shall prevail over the Listing Agreement. The prevailing party in any such action shall be entitled to attorney's fees and costs.

25. EMAIL, FAX, AND COUNTERPARTS: All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery, or email. All facsimile or electronic copy of this contract and any signatures heron shall be considered for all purposes as an original. This contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws. This agreement may be executed in counterparts.

26. EFFECTIVE DATE: The Effective Date shall be the last date of execution by Buyer or Seller. All time periods shall be calculated commencing the day after the Effective Date unless specified herein.

P. FINAL AGREEMENT: No modification or change in this Contract shall be binding unless in writing and executed by the parties. Where in conflict, typewritten provisions shall supersede printed provisions and handwritten provisions shall supersede typewritten and/or printed provisions.

Q. SPECIAL CLAUSES:

This contract is contingent upon approval at publicly noticed meetings of the Village of Palm Springs Village Council and the Village of Palm Springs Community Redevelopment Agency (CRA) governing board. The Purchase and Sale Agreement for the Property shall be contingent upon the CRA Board and Village Council approving the Stipulation and the CRA Board approving the Purchase and Sale Agreement.

Escrow deposit shall be fully refundable should the purchase not be approved by both the Village Council and CRA board.

Seller shall, at seller's expense, close out any active permits and resolve and close all municipal, county, homeowners association or condo association violations, liens, and fines (if applicable) prior to Closing. Contract is void if seller's request for fine reduction is more than 15% of current fine amount.

Tracey Law PLLC shall act as title agent and closing attorney. Costs and fees associated with title insurance and closing costs shall be paid by the seller.

R. REPRESENTATIONS AS TO BROKER INVOLVEMENT: In consideration of Seller entering into this Contract, Broker and Buyer each represent and warrant to Seller that to their knowledge the Brokers named below are the only Brokers involved in this transaction, and to their knowledge no other Broker has produced the Buyer in this transaction. Buyer agrees to indemnify and hold Seller harmless from and against all claims, actions, demands, or judgments asserted or obtained against Seller by any Real Estate Broker other than the Broker named in the Contract on account of this transaction. Seller represents that Seller knows of no other Broker involved in this transaction except as stated in the Contract.

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S. COUNTEROFFER: _____ (Buyer) _____ (Buyer)/ _____ (Seller) _____ (Seller) This Contract has been modified by a counter offer dated _____ and incorporated herein by reference.

T. BROKER'S COMPENSATION: (check one)

☐ If a written Listing Contract is currently in effect, Seller agrees to pay the Brokers named below a professional service fee according to the terms of the Listing Contract.

☐ If no written Listing Contract is currently in effect, Seller shall pay the Brokers named below a professional service fee of _____% of the purchase price or $ _____ at the time of closing.

If the transaction does not close because of refusal or failure of Buyer to perform, Buyer shall pay Broker's professional service fee in full upon demand, without thereby releasing the Seller from said obligation. In such event, fifty percent of Buyer's deposit (made or agreed to be made) shall be paid to Brokers and shall be credited against Buyer's liability for the total professional service fee. The balance of Buyer's deposit shall first be applied toward Brokers' attorneys' fees and costs arising from Buyer's breach, then to other expenses incurred by Brokers on Seller's behalf, and the balance paid, if any, to the Seller. Nothing in this Paragraph shall preclude Seller from asserting Seller's rights against Buyer as provided for at Paragraph I, relating to default. If Seller defaults or if there is a rescission without Brokers' consent, Seller shall pay Brokers' professional service fee in full upon demand.

Buyer	Date	Seller	Date
	10/9/24	Signed by: 0E9C7462431649D...	10/1/2024
Buyer	Date	Seller	Date

(Firm Name and Phone Number Cooperating Broker)	(Firm Name and Phone Number of Listing Broker)
	Life Style International Realty 305-809-8085
(Cooperating Licensee's Name and Public I.D. Number)	(Listing Licensee's Name and Public I.D. Number)
	Ronel Cimeus 3484456

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Prepared by:Jennifer Thron | Sandals Realty Group, Inc. | jenthron@gmail.com |
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ANDERSON CARR

APPRAISERS • REALTORS • CONSULTANTS • DEVELOPERS

APPRAISAL REPORT

A COMMERCIAL BUILDING COMPRISING 3,575 SQUARE FEET ON A SITE OF 49,292 SQUARE FEET
LOCATED AT:
3401 2ND AVENUE NORTH
PALM SPRINGS, FLORIDA 33461

CLIENT

JUAN RUIZ, DIRECTOR, PARKS & RECREATION DEPARTMENT
VILLAGE OF PALM SPRINGS

CLIENT REFERENCE

3401 2ND AVENUE NORTH

AC FILE NO.:

2240295.000

DATE OF REPORT:

JULY 16, 2024

DATE OF VALUE:

JULY 15, 2024

Contact Number: 561-833-1661
Address: 521 S. Olive Avenue, West Palm Beach, FL
Website: www.andersoncarr.com

July 16, 2024

Juan Ruiz
Director, Parks & Recreation Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Ruiz:

Pursuant to your request, we have personally appraised the real property being a commercial building comprising 3,575 square feet on a site of 49,292 square feet. The subject property is located on the northeast corner of 2nd Avenue North, and Davis Road in Palm Springs, Florida The property address is 3401 2nd Avenue North, Palm Springs, FL, 33461.

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property as of July 15, 2024. The intended use of the report is to assist the client and intended user in establishing a purchase or selling price. The intended user of this appraisal report is Juan Ruiz, Director, Parks & Recreation Department, Village of Palm Springs. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

We have utilized the sales comparison and cost approaches to value, the most common methods used for valuing properties such as the subject property.

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of July 15, 2024 was:

CURRENT MARKET VALUE
(AS-IS): **$1,900,000**

This letter must remain attached to the report, which contains 82 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



William H. Spengler
Cert Res RD8462

RBB/WHS:cmp

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Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4
Qualifications for William H. Spengler, Cert Res RD8462
Addendum:

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client:	Juan Ruiz, Director Parks & Recreation Department Village of Palm Springs
Intended User	Juan Ruiz, Director Parks & Recreation Department Village of Palm Springs
Intended Use:	Establishing a purchase or selling price
Taxpayer of Record:	Advanced Global Consulting Firm LLC
Property Rights Appraised:	Fee simple estate
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
Unusual Market Externality:	None
Project Location:	Site is located on the northeast corner of 2nd Avenue North, and Davis Road in Palm Springs, Florida
Site/Land Area:	The subject site contains 49,292 square feet or 1.13 acres.
Improvements:	
Year Built:	1980
Condition:	Below Average
Building Size:	3,575 square feet
FAR:	0.07
Zoning:	CG / General Commercial by Palm Springs
Land Use Plan:	C / Commercial by Palm Springs
Flood Zone & Map Reference:	Zone X (unshaded), Community Panel Number 12099C0776F, effective date of October 5, 2017
Census Tract:	0046.02
Current Use:	Commercial
Highest and Best Use:	Commercial
Exposure Time:	6 - 12 months

Marketing Time:	6 - 12 Months
Estimated Property Values:	
Value Via Cost Approach:	$1,895,000
Value Via Sales Comparison Approach:	$1,910,000
CURRENT MARKET VALUE (AS-IS):	**$1,900,000**
Date of Inspection:	July 15, 2024
Date of Report:	July 16, 2024
Date of Value:	July 15, 2024
Appraisers:	Robert B. Banting, MAI, SRA Cert Gen RZ4 William H. Spengler Cert Res RD8462

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

William H. Spengler has made a personal inspection of the property that is the subject of this report. Robert B. Banting, MAI, SRA, has not made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.



Robert B. Banting, MAI, SRA
Cert Gen RZ4
rbanting@andersoncarr.com
561-833-1661



William H. Spengler
Cert Res RD8462
bspengler@andersoncarr.com
561-833-1661

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.

2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being charged is for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.

3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.

4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

5. Liability of Anderson & Carr, Inc. and its employees is limited to the fee collected for the appraisal. There is no accountability or liability to any third party.

6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.

7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.

8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.

9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.

10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.

12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.

14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.

15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.

16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.

18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.

19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, Juan Ruiz, Director, Parks & Recreation Department, Village of Palm Springs. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

21. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of the ADA in estimating the value of the property has not been considered.

ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

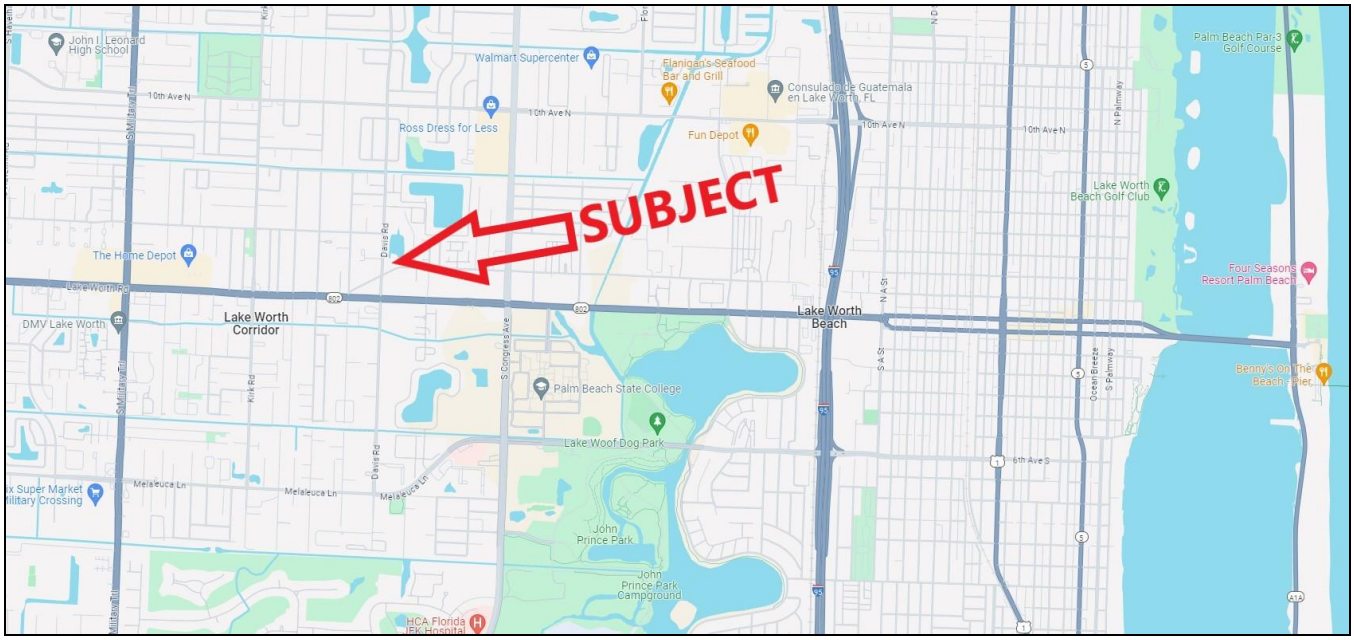
EXTRAORDINARY ASSUMPTIONS

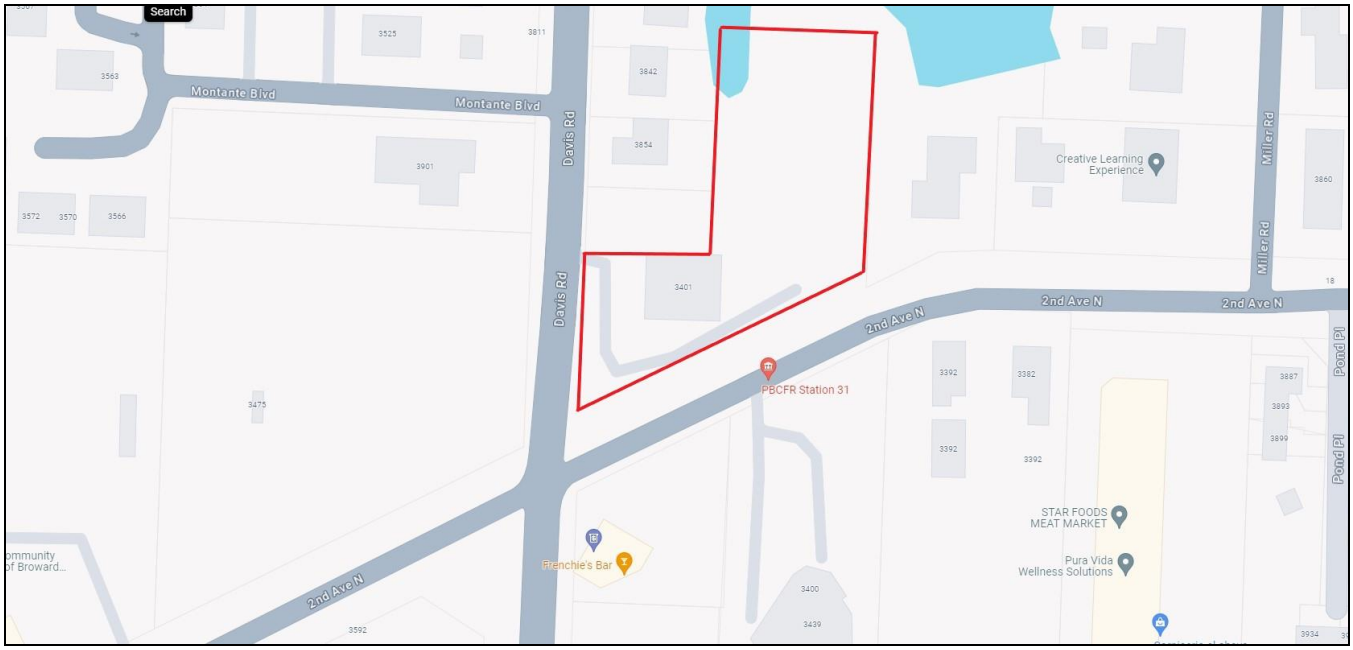
No Extraordinary Assumptions were utilized in the preparation of this appraisal.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were utilized in the preparation of this appraisal.

AREA/LOCATION MAPS





AERIAL PHOTOGRAPHS





SUBJECT PROPERTY PHOTOS (TAKEN JULY 15, 2024)



Subject Front (West Side)



Subject Surplus Land, Looking North



Street View, 2nd Avenue North Looking East (subject at left)



Street View, Davis Road Looking North (subject at right)



Subject North Side from Northwest Corner Looking East



Subject Southeast Corner, From 2nd Avenue North



South Entry Door



Looking East from South Entry Door Area



Looking North from South Entry Door Area



Looking North West from South Entry Door Area



Looking West from South Entry Door Area



Framing at North Side of Building Looking West



Framing at North Side of Building, Looking East



Building from Surplus Land Area, Looking West

PURPOSE AND DATE OF VALUE

The purpose of this appraisal is to estimate the market value, fee simple estate, of the subject property as of July 15, 2024.

PROPERTY APPRAISED

The subject is a commercial building comprising 3,575 square feet on a site of 49,292 square feet. The subject property is located on the northeast corner of 2nd Avenue North, and Davis Road in Palm Springs, Florida The property address is 3401 2nd Avenue North, Palm Springs, Florida 33461.

LEGAL DESCRIPTION

The legal description for the subject property was taken from the most recent deed for the subject property, recorded in OR Book 29308, Page 0881.

Beginning at the Southeast corner of Tract 58, Subdivision of Section 19, Township 44 South, Range 43 East, Palm Beach County, Florida, according to the Plat thereof on file recorded in Plat Book 6, Page 66, Public Records of Palm Beach County, Florida; thence Northerly along the East line of said Tract 58, a distance of 229.36 feet; thence Westerly along the line parallel with the North line of said Tract 58, a distance of 168.11 feet; thence Southerly parallel with the West line of said Tract 58, a distance of 208.18 feet; thence Westerly parallel with the North line of said Tract 58, a distance of 115.0 feet to the Easterly right-of-way line of Davis Road; thence Southerly along said right-of-way line, a distance of 174.43 feet to the intersection with the Northeasterly right-of-way line of 2nd Avenue North; thence along said right-of-way, a distance of 320.94 feet to the Point of Beginning.

Parcel Identification Number: 70-43-44-19-20-058-0110

DISCLOSURE OF COMPETENCY

Per the Competency Rule contained within the Uniform Standards of Professional Appraisal Practice, the appraisers hereby affirm that they are competent to complete the appraisal assignment for which they have been engaged by the client.

INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in establishing a purchase or selling price. The intended user of the report is Juan Ruiz, Director, Parks & Recreation Department, Village of Palm Springs.

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.

CLIENT

Mr. Juan Ruiz
Director, Parks & Recreation Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

DEFINITIONS

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interests; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) The price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

PERSONAL PROPERTY, FURNITURE, FIXTURES AND EQUIPMENT

This appraised value does not include the personal property, furniture, fixtures, and equipment (FF&E), if any, used in the operation of the intended use of the property.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

TYPICAL BUYER PROFILE

We found that buyers of similar properties in this market are most often purchased by owner/users. The sales comparison approach most closely reflects the actions of typical buyers for this type of property.

SCOPE OF ASSIGNMENT

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment, and determined the sales comparison and cost approach to be applicable in this assignment. In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser's public access system and the Palm Beach County Clerk's Office, as well as subscription based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

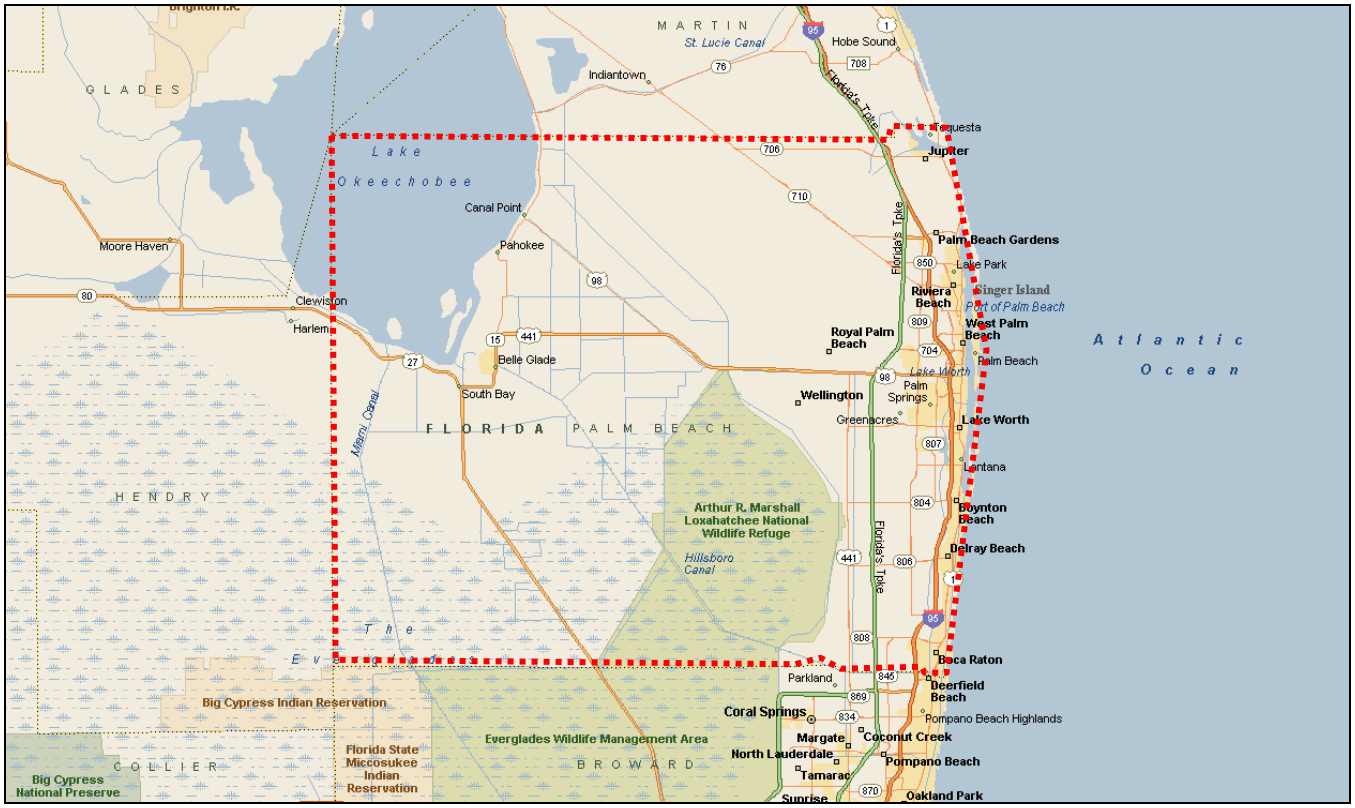
We inspected the interior and exterior of the subject property and the exterior of the comparables. Physical data pertaining to the subject property was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser's records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk's and Tax Collector's offices and local planning and zoning departments.

The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.

PALM BEACH METROPOLITAN STATISTICAL AREA ANALYSIS



Geography

Palm Beach County is located along Florida's Southeast coast. It is bordered by Martin County to the north, Hendry and Glades Counties to the west, Broward County to the south and the Atlantic Ocean to the east. The northwestern portion of the county is made up of Lake Okeechobee, the largest freshwater lake in Florida. The county is located approximately 80 miles north of Miami and 260 miles south of Jacksonville.

Palm Beach County encompasses approximately 2,203 square miles with roughly 1,974 square miles of land area, 229 square miles of water, and 47 miles of coastline. According to the U.S. Census Bureau's 2015 estimate, Palm Beach County has a population of 1,422,789; an increase of 7.8 percent from the 2010 census statistics of 1,320,134. The vast majority of the county's growth has been a result of in-migration from the northern states as well as from Miami-Dade and Broward Counties to the south. Palm Beach County ranks as the third most populous county in Florida behind Miami-Dade and Broward Counties.

The county includes 38 incorporated municipalities; the largest of which is West Palm Beach, the county seat. Boca Raton, located at the south end of the county, is the second largest city and one of the highest income retail trade areas in the United States.

Miami-Dade, Broward and Palm Beach Counties are known as the "Gold Coast". This area is approximately 110 miles from north to south, but only 20 miles wide at its widest points. This is the second longest urbanized area in the United States, just behind the New York Metropolitan area.

Transportation

Vehicular Travel

Interstate 95 is a major north/south thoroughfare that connects Palm Beach County to the southeastern and northeastern portions of the state, and then continues along the Eastern Seaboard to Maine. Florida's Turnpike also passes through the county and provides connections to Miami-Dade and Broward Counties to the south and Orlando to the north, connecting with I-75 around Leesburg, FL. Other north/south highways include A1A, U.S. Highway 1, Congress Avenue, Military Trail and U.S. 441. A1A connects the coastal communities along the eastern edge of the county while U.S. 441 connects the more western communities such as Wellington and Jupiter Farms. There are numerous local east/west roadways with Southern Boulevard and Blue Heron Boulevard providing access to the most western portions of the county including Belle Glade, as well as Florida's West Coast.

Airport

Palm Beach International Airport (PBI) is centrally located 2.5 miles from downtown West Palm Beach and adjacent to I-95 providing air service for communities throughout Palm Beach County. PBI opened in 1988 and has expanded over the past 30 years. There are currently fourteen major airlines operating with numerous domestic flights and international flights to the Bahamas and Canada. The airport's growth necessitated a direct access overpass interchange with I-95 which significantly improved ingress and egress for the airport. Palm Beach County is also home to four commercial executive airports.

Rail Service and Transit

There are two main rail corridors in Palm Beach County, the Florida East Coast railway and CSX railway, partially owned by the Florida Department of Transportation to run the Tri-Rail commuter trains. AmTrak is a passenger train than runs throughout the county connecting passengers to other parts of the country. Brightline, the express intercity high-speed rail system runs service between Miami and West Palm Beach with stops in Ft. Lauderdale and Aventura. It began service in May 2018, with an extension from West Palm Beach to Orlando via Melbourne currently under construction. Palm Tran is Palm Beach County's public transportation provider for fixed route passenger bus service. It also operates Palm Tran CONNECTION and provides paratransit services for qualified users. Local municipalities and Tri-rail provide various trolley and shuttle services throughout Palm Beach County.

Port of Palm Beach and Intracoastal Waterway

The Port of Palm Beach is located in Riviera Beach, FL and is an independent taxing authority district with a five-member Board of Commissioners. It has an annual cargo tonnage of 5.1 and passenger traffic of 550,000. It is the fourth busiest container port of Florida's 14 deepwater ports and 18th in the United States. Unlike most ports in the US, the Port of Palm Beach is an export port, with approximately 80% of its cargo being exported. The majority of the cargo goes to support the island nations of the Caribbean, supplying 60% of everything consumed in The Bahamas. The Intracoastal Waterway represents one of Palm Beach County's most identifiable marine destinations. Roughly 43 miles of waterway serves as a regional connector between 23 of the county's municipalities.

Economy

At 2,000 square miles, Palm Beach County is the largest in area for the State of Florida. The county had experienced favorable demographic and economic conditions over the past five years until March 2020 with the onset of COVID-19. Although job and demographic growth had outpaced the U.S. across the board for the past several years, this area was dramatically impacted by the coronavirus pandemic which caused economic conditions to change rapidly across the world. In mid-2021 through 2023, the economy recovered and prices were escalating at a swift pace in the Palm Beach Metro Area with signs of a stabilized prices occurring in early 2024.

The county's current population of 1.5 million has grown by close to 15% over the past decade, more than double the rate of the remainder of the country. In early 2020, the county's labor market had grown by 15% over the past five years. The unemployment rate according to the U.S. Bureau of Labor Statistics for January 2024 was 3.3% with an annual change of 0.7%. Palm Beach County has benefited from Florida's lack of a state income tax and post-pandemic has seen an even greater influx of wealthy individuals bring significant parts of their wealth and business to the area. The tax dynamic, combined with a very strong business services infrastructure and a large talent pool, has created more jobs.

Palm Beach County's 650,000 strong labor force is service driven, with over 80% of the labor force employed in private service provision. Trade and transportation are the largest sectors with close to 20% of the county's jobs. Palm Beach County's agricultural output ranks the highest in the state nearly doubling that of Miami-Dade. It consists of over 1,400 farms with over $1 billion in sales of crops and a $10 billion economic impact. The largest employer in Palm Beach County is the Palm Beach County School Board, the tenth largest school district in the United States, with close to 23,000 employees, 197,000 students and a $4.1 billion dollar budget for the 2023-2024 school year. Palm Beach County employment by industry is shown in the following table.

PALM BEACH EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH		10 YR HISTORICAL		5 YR FORECAST	
Industry	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	22	0.4	1.57%	0.54%	3.23%	0.77%	0.60%	0.05%
Trade, Transportation and Utilities	125	1.0	1.40%	0.28%	1.88%	1.11%	0.09%	0.13%
Retail Trade	81	1.2	1.36%	0.35%	1.21%	0.28%	0.05%	0.10%
Financial Activities	51	1.3	2.64%	0.88%	2.92%	1.48%	-0.03%	0.12%
Government	64	0.6	3.30%	1.89%	0.56%	0.38%	0.61%	0.37%
Natural Resources, Mining and Construction	41	1.1	-2.36%	2.40%	4.13%	2.45%	0.82%	0.19%
Education and Health Services	111	1.0	3.54%	3.80%	2.68%	1.90%	0.84%	0.64%
Professional and Business Services	135	1.3	1.30%	1.15%	3.32%	2.07%	0.68%	0.46%
Information	11	0.8	-3.71%	-2.09%	0.79%	1.18%	0.23%	0.26%
Leisure and Hospitality	92	1.3	1.24%	3.89%	1.91%	1.51%	0.86%	0.86%
Other Services	31	1.2	2.18%	2.30%	0.41%	0.67%	0.94%	0.26%
Total Employment	**682**	**1.0**	**1.69%**	**1.78%**	**2.29%**	**1.34%**	**0.58%**	**0.38%**

Source: Oxford Economics
LQ = Location Quotient

Job opportunities have returned to Palm Beach County and a growing number of people are moving to the area from other states. The nation's economy is currently experiencing inflation along with rising interest rates; however, the local economy remains strong due to high demand. The diversity of Palm Beach County's workforce with no one industry accounting for more than 20% of the jobs has helped to insulate the market from higher losses.

Commercial Real Estate

Industrial

The Palm Beach industrial market remains a critical logistics hub as it provides access to the large population pool in South Florida, the ninth-largest U.S. metropolitan statistical area in terms of population. Despite ranking fourth after Jaxport, Port Miami and Port Everglades in containerized cargo flows, the Port of Palm Beach provides significant infrastructure for business in the area. The continued rise of buying power in Palm Beach coupled with a lack of available space in Ft. Lauderdale and Miami should continue to help drive businesses northward into the market. Palm Beach's tight market conditions have provided landlords with enough bargaining power to increase rents by 8.9% over the past 12 months, well above the U.S. average gains of 7.1%.

Overview

Palm Beach Industrial

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
1.3M	445K	4.0%	8.9%

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	45,338,581	4.5%	$16.36	9.5%	8,591	30,000	2,496,873
Specialized Industrial	11,671,741	2.2%	$15.76	3.5%	(8,201)	0	34,500
Flex	11,308,368	3.9%	$19.57	6.3%	(34,355)	0	250,119
Market	**68,318,690**	**4.0%**	**$16.79**	**8.0%**	**(33,965)**	**30,000**	**2,781,492**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	1.2%	5.4%	5.2%	11.0%	2009 Q4	2.3%	2022 Q1
Net Absorption SF	445K	493,641	994,745	2,326,699	2022 Q1	(2,359,979)	2009 Q3
Deliveries SF	1.3M	660,832	1,335,915	2,038,014	2021 Q2	33,586	2013 Q4
Rent Growth	8.9%	3.4%	5.3%	11.9%	2022 Q3	-4.1%	2009 Q4
Sales Volume	$429M	$286.9M	N/A	$1.1B	2022 Q4	$35.5M	2010 Q1

Office

The Palm Beach County Metro can be categorized as one of the nation's larger metros. Available office space in Palm Beach has begun to tick up since the third quarter of 2022, with demand turning negative in 2023, after seven quarters of positive net absorption. Currently there is around 920,000 SF of 4 &5 Star office space underway across eight properties, with over 60% located in the West Palm Beach CBD. Over the past three years, 950,000 SF has delivered, for a cumulative inventory expansion of 1.5%. Office rents in Palm Beach were rising at a 5.9% annual rate at the end of 2023.

Overview

Palm Beach Office

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
224K	(393K)	8.3%	5.9%

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	15,899,285	11.4%	$53.70	18.0%	(22,383)	0	917,223
3 Star	30,475,452	7.8%	$48.33	10.8%	11,781	0	149,852
1 & 2 Star	13,615,765	5.9%	$33.29	7.3%	2,937	0	30,000
Market	**59,990,502**	**8.3%**	**$46.45**	**12.0%**	**(7,665)**	**0**	**1,097,075**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.9%	11.5%	11.0%	16.5%	2010 Q3	6.7%	2006 Q1
Net Absorption SF	(393K)	368,814	(302,637)	1,692,343	2022 Q2	(1,210,526)	2008 Q1
Deliveries SF	224K	574,198	242,927	3,404,900	2008 Q4	65,949	2012 Q2
Rent Growth	5.9%	2.9%	0.1%	9.8%	2022 Q2	-7.5%	2009 Q4
Sales Volume	$608M	$764.1M	N/A	$2.2B	2022 Q1	$99.9M	2009 Q4

Retail

Palm Beach retail leasing activity has slowed over the past 12 months, with over 1.7 million SF leased as of the end of 2023, down from recent peak levels of over 2.4 million SF leased as of the third quarter of 2021. This slowdown is largely due to a contraction in available space for lease, with 3.8 million SF currently available, down from an average of 4.3 million SF over the last five years. The Palm Beach retail vacancy rate is the fifth lowest across Florida markets with over 50 million SF in retail inventory. Continued healthy fundamentals and an eventual loosening of financial conditions should help attract investment in the future.

Overview

Palm Beach Retail

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
352K	256K	3.4%	8.6%

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	9,893,993	3.3%	$38.35	3.3%	(3,017)	0	0
Power Center	3,413,133	4.2%	$38.49	11.2%	0	0	0
Neighborhood Center	30,281,632	4.7%	$33.48	5.9%	(52,147)	0	17,600
Strip Center	5,111,188	3.3%	$32.39	4.7%	5,979	0	93,046
General Retail	32,227,726	2.3%	$35.13	2.9%	(69)	18,635	371,096
Other	984,743	0.6%	$40.85	10.0%	0	0	0
Market	**81,912,415**	**3.4%**	**$34.94**	**4.6%**	**(49,254)**	**18,635**	**481,742**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.1%	5.4%	3.7%	8.6%	2010 Q1	3.3%	2023 Q1
Net Absorption SF	256K	600,273	290,925	1,629,866	2015 Q1	(842,015)	2009 Q3
Deliveries SF	352K	734,820	507,245	2,518,213	2006 Q4	187,407	2012 Q1
Rent Growth	8.6%	2.7%	4.0%	8.8%	2023 Q3	-6.1%	2009 Q2
Sales Volume	$729M	$711.5M	N/A	$1.8B	2022 Q3	$136.5M	2009 Q3

Multi-Family

Palm Beach multi-family demand continues to grow at an above average pace, with apartment absorption around 3% annually year end 2023, relative to 1% average growth for the U.S. Still, following national trends, demand has slowed from peak levels of around 8.2% annual growth seen in the third quarter 2021. Affordability concerns, along with slowing population growth and an elevated supply pipeline are weighing on multi-family fundamentals in the near term. As of year-end 2023, Palm Beach has the sixth largest apartment inventory pipeline out of all Florida metros.

Overview

Palm Beach Multi-Family

12 Mo. Delivered Units	12 Mo. Absorption Units	Vacancy Rate	12 Mo. Asking Rent Growth
2,778	1,538	8.2%	-0.2%

KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	39,760	10.2%	$2,701	$2,666	140	0	4,161
3 Star	25,011	6.7%	$2,126	$2,114	22	0	2,044
1 & 2 Star	14,155	5.1%	$1,626	$1,617	(13)	0	0
Market	**78,926**	**8.2%**	**$2,403**	**$2,378**	**149**	**0**	**6,205**

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	1.3%	7.6%	8.4%	10.0%	2009 Q1	3.7%	2021 Q3
Absorption Units	1,538	1,349	1,797	5,316	2021 Q3	(162)	2007 Q2
Delivered Units	2,778	1,554	2,057	3,369	2018 Q3	0	2011 Q3
Demolished Units	0	62	85	285	2010 Q1	0	2023 Q3
Asking Rent Growth (YOY)	-0.2%	3.5%	3.2%	27.4%	2021 Q4	-3.1%	2008 Q3
Effective Rent Growth (YOY)	-0.7%	3.5%	3.1%	28.7%	2021 Q4	-3.0%	2008 Q3
Sales Volume	$539M	$864.4M	N/A	$3.6B	2022 Q2	$63.9M	2007 Q3

Residential Real Estate

PALM BEACH COUNTY
MARKET SNAPSHOT

Single Family Homes	2024	2023	% Change
Closed Sales	1,226	1,465	-16.3%
Median Sale Price	$640,000	$575,000	11.3%
Original List Price Received	94.6%	94.8%	-0.2%
Median Days to Contract	35	31	12.9%
Inventory (Active Listings)	5,066	3,876	30.7%
Months Supply of Inventory	4.4	3.2	37.5%

Townhouses/Condos	2024	2023	% Change
Closed Sales	997	1,335	-25.3%
Median Sale Price	$330,000	$312,000	5.8%
Original List Price Received	93.6%	94.3%	-0.7%
Median Days to Contract	41	35	17.1%
Inventory (Active Listings)	6,496	3,880	67.4%
Months Supply of Inventory	6.8	3.7	83.8%

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MARCH

DEMOGRAPHIC TRENDS

	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
Demographic Category	Metro	US	Metro	US	Metro	US	Metro	US
Population	1,542,474	334,840,688	1.4%	0.4%	1.1%	0.5%	1.3%	0.5%
Households	619,667	130,696,008	1.6%	0.6%	1.0%	0.9%	1.4%	0.6%
Median Household Income	$76,883	$75,739	4.3%	3.7%	4.0%	3.8%	2.1%	3.1%
Labor Force	773,330	167,526,234	1.0%	1.8%	1.5%	0.8%	0.8%	0.2%
Unemployment	2.9%	3.6%	0.2%	0.1%	-0.5%	-0.4%	-	-

Source: Oxford Economics

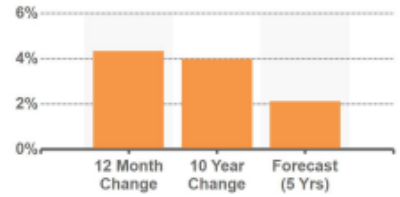
POPULATION GROWTH



LABOR FORCE GROWTH



INCOME GROWTH



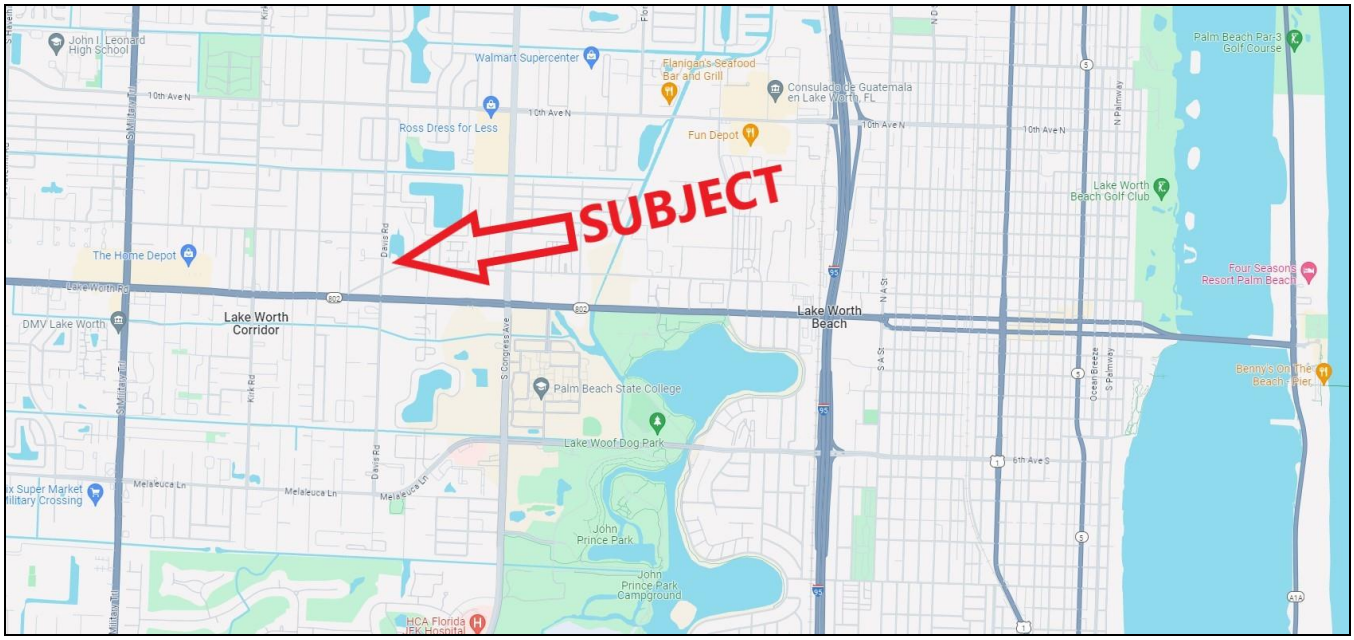
Source: Oxford Economics

Conclusion

Some of the factors that fed Palm Beach County's past growth diminished in 2007 with a decline in the national economy which included reduced home prices and high unemployment. This trend continued until the middle of 2011 when signs of stabilization began to emerge. In the fourth quarter 2011, sales activity began to show signs of recovery and a slow but steady rebound in the market continued through mid-March 2020. Drastic changes happened at this time due to the onset of the Covid-19 pandemic which forced the closing of schools, retail stores, restaurants and all non-essential businesses. As of early 2021, the availability of vaccines accelerated the economic recovery in South Florida and as of mid-2021, the market recovered to pre-pandemic levels. Due to a large influx of population from primarily the Northeast, prices have increased and the market has flourished through 2023. Prices have remained high, though there appears to be some evidence of stabilization in early 2024. For example, in the single family residential real estate market, prices have seen a 4.6% increase year over year, however, number of closed sales has decreased by 8.3% and inventory has increased by 13.2%.

The outlook for Palm Beach County as compared to many other areas of the country is considered positive due to the broad employment base and desirability as a winter tourist destination. As population grows, more supporting commercial, industrial, and service development will be required. These factors, combined with a finite quantity of developable land create a positive real estate outlook for the future.

NEIGHBORHOOD SUMMARY



The subject property is located on the Northeast corner of 2nd Avenue North and Davis Road in the Village of Palm Springs.

After inspecting the area, we have identified the immediate neighborhood boundaries as: North to Summit Boulevard, South to 6th Avenue South, East to Congress Avenue, and west to Jog Road.

Primary east/west roads in the area are Forest Hill Boulevard, 10th Avenue North and Lake Worth Road, while South Congress Avenue, South Military Trail and Jog Road are the primary north/south roads.

The area is primarily developed with various types of residential usage to include single family homes, town homes, condominiums, and multi-family units. Commercial developments are primarily located on South Military Trail, 10th Avenue North, Lake Worth Road, South Congress Avenue and Jog Road. Developments in the area are mostly older and there is a very small amount of new development in the area.

Palm Springs was chartered in 1957 and now contains about 2.5 square miles. There is no downtown core. Commercial uses include neighborhood and community strip centers plus numerous, small freestanding buildings along the main county thoroughfares. Residential prices range from approximately $150,000 up to $600,000; however, most are in the middle range around $350,000 to $400,000. Rents for multi-family units range from roughly $1,000 up to $3,500 per month, with most being in the $2,000 range.

Price trends have been increasing over the last few years and we expect that trend to continue in the near term, albeit at a slower pace than the past two years.

PROPERTY DATA

Taxpayer of Record

Advanced Global Consulting Firm LLC

Palm Beach County Property Control Number(s)

70-43-44-19-20-058-0110

Assessed Value and Taxes for 2023

The following information was taken from the Palm Beach County Property Appraiser's and Tax Collector's web sites.

Appraisals		
Improvements $154,211	Land $443,646	Total Market Value $597,857
Assessed and Taxable Values		
Assessed Value $597,857	Exemption $0	Taxable Value $597,857
Taxes		
Ad Valorem $11,713	Non Ad Valorem $1,048	Total Tax $12,761

A typical informed buyer would recognize the possibility of a reassessment following a sale of the property and the possibility that taxes could change as a result, if the assessed value is substantially different than the true market value.

Our value conclusion does not discount for any taxes owed on the property, current or delinquent. The value assumes the property is free and clear and not subject to any prior year's delinquencies or outstanding tax certificates. The appraisers strongly suggest any potential buyer, mortgagee, or other investor in the property fully investigate the tax status of the subject property with the County's Tax Collectors office.

Census Tract

The subject property is located in census tract 0046.02.

Census Tract Map

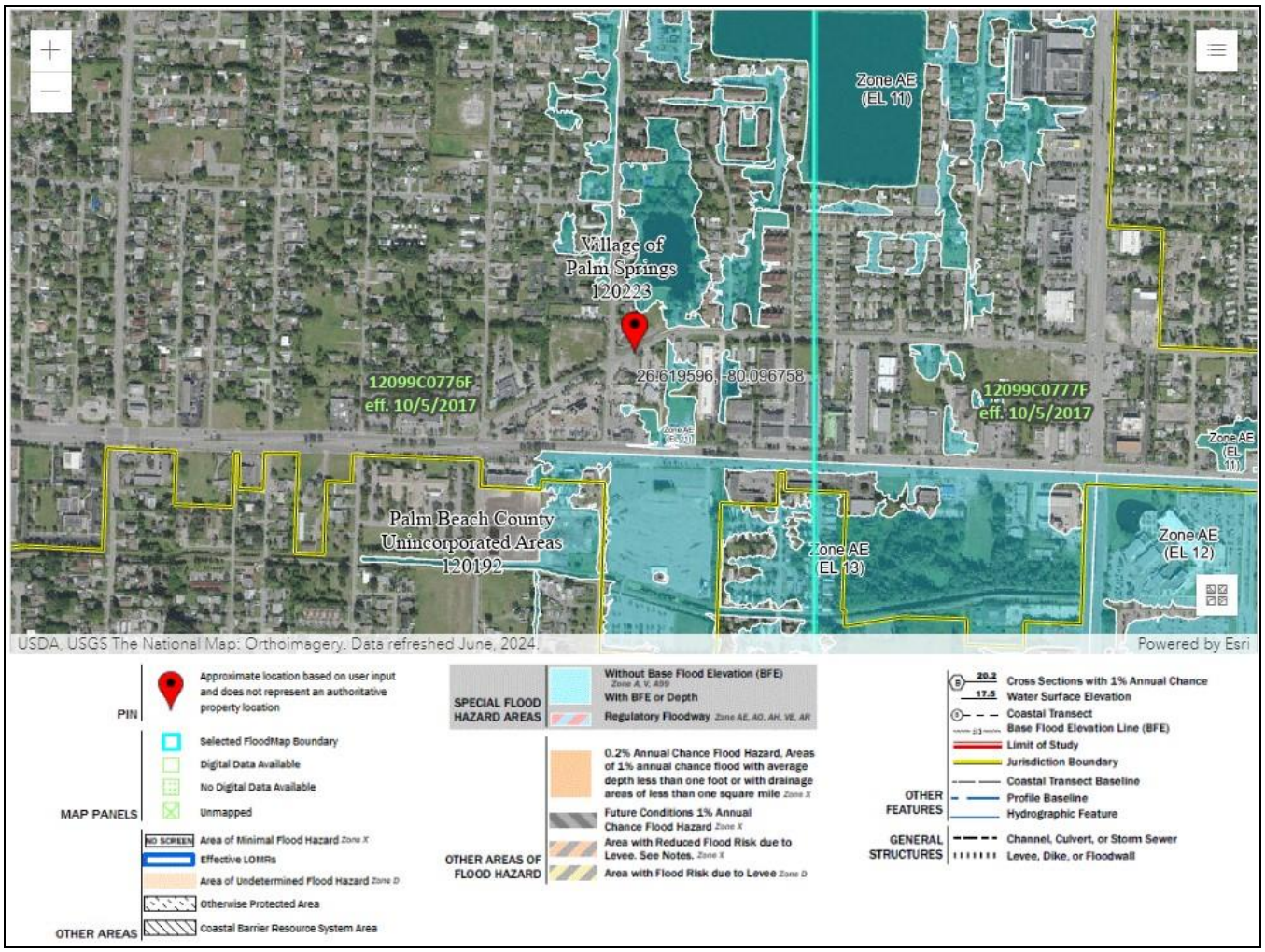


Flood Zone Designation

The subject property is located on the National Flood Insurance Program Map on Community Panel Number 12099C0776F, effective date of October 5, 2017. The subject appears to lie in an area designated as Zone X (unshaded).

Flood Zone X (unshaded) is determined to be outside the 0.2% annual chance floodplain.

Flood Map



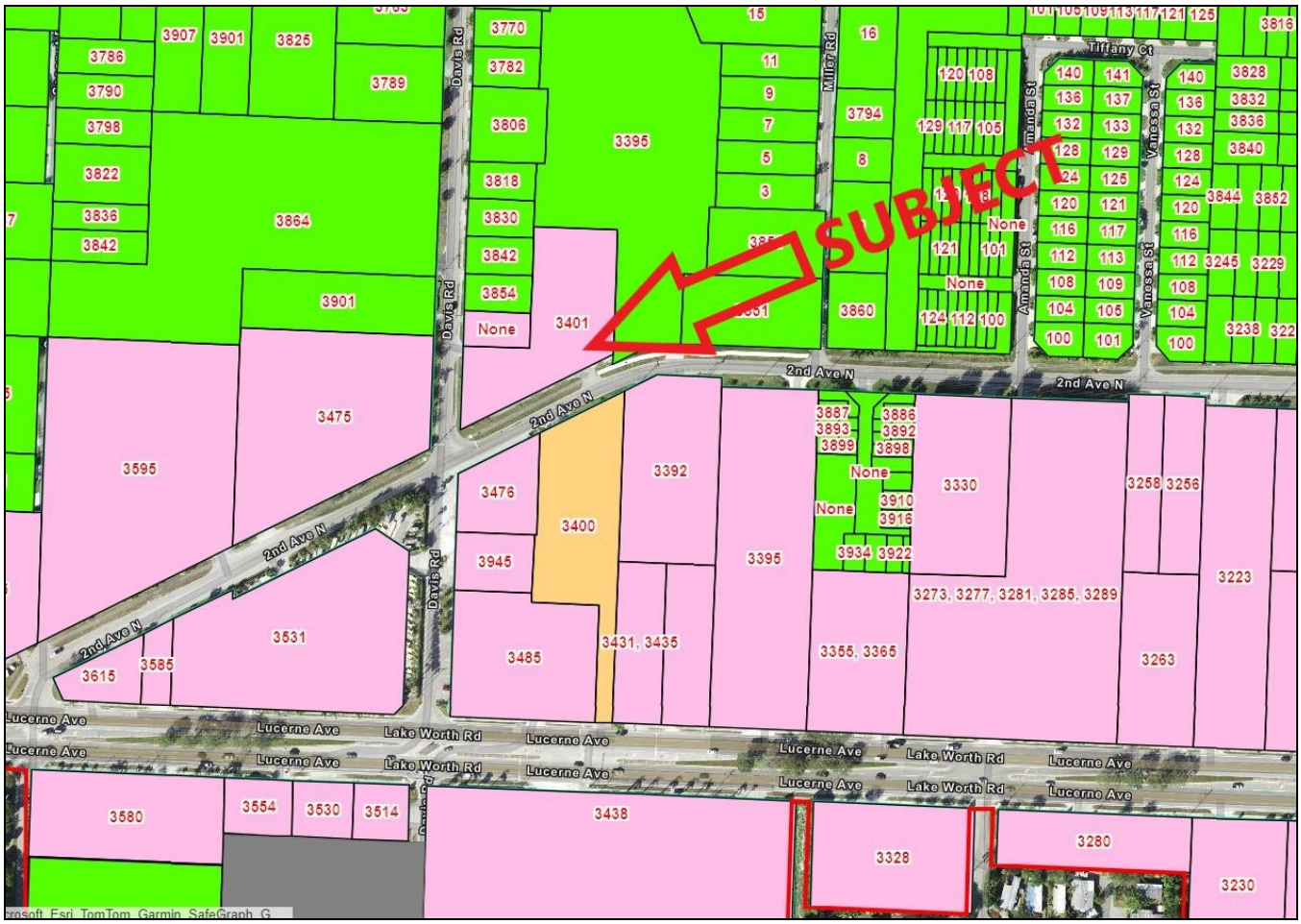
Zoning and Future Land Use

The subject property's use is dictated by the Palm Springs Zoning Code and Comprehensive Plan. The Palm Springs zoning and future land use maps indicate the subject property has a zoning designation of CG / General Commercial with an underlying land use designation of C / Commercial.

Permitted uses under this zoning category generally include, but are not limited to; retail and service businesses. The subject's current use as a commercial veterinary office is in line with the current zoning as a permitted use and the current zoning is in harmony with the future land use designation.

The appraisers have not independently verified that the subject complies with current site development regulations (setbacks, site coverage, etc.). It has been assumed that by virtue of the subject's on-going use, should there be any areas of non-compliance, a variance has been issued or some other form of special exception has been made.

Zoning Map



Concurrency

The strongest growth control measure ever imposed was passed by the Florida Legislature and became effective on February 1, 1990. This was mandated by Chapter 163, Florida Statutes, otherwise known as the *Growth Management Law.* One provision of this law is referred to as *Concurrency* which dramatically limits the ability to develop real property. It is basically the requirement that adequate infrastructure be available to serve new development. Eight types of infrastructure are affected including traffic, potable water, sewer, drainage, solid waste, recreation and open space, mass transit, and fire rescue.

In May of 2011, House Bill 7172 amended the Growth Management act in an effort to spur economic growth through streamlining and lessening growth management controls. Transportation concurrency requirements were exempted in dense urban land areas with populations of at least 1,000 people per square mile. Also, within dense urban land areas, the DRI process has been exempted. State review of local comprehensive plans was streamlined and zoning changes are now allowed to be considered concurrently with land use plan amendments.

It is the appraisers' understanding that the subject is not subject to any concurrency restrictions. Should the property be altered or redeveloped, the matter of concurrency would need to be revisited at that time.

Utilities

The following utilities are available to the subject property: Electricity, municipal water and sewer, telephone, cable.

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject property last sold on 8/9/2017 for a price of $775,000. This sale was recorded in Palm Beach County OR Book and Page 29308/0881.

To the appraisers' knowledge the subject property is not currently listed for sale or subject to a current purchase agreement.

Site Analysis

The following analysis is based upon a personal inspection of the site and Palm Beach County Public Records.

Location

The subject property is located on the northeast corner of 2nd Avenue North, and Davis Road in Palm Springs, Florida. The property address is 3401 2nd Avenue North, Palm Springs, Florida 33461.

Size and Shape

We have relied on the site size for the property from the Palm Beach County Property Appraiser's records. The site is an irregular shaped parcel of land having roughly 150 front feet along the east side of Davis Road and 300 front feet along the north side of 2nd Avenue North. The subject site area is approximately 49,292 square feet or 1.13 acres. For the purposes of valuation, the subject land has been analyzed in two parcels, a land area to the east of 18,000 square feet accommodating the existing 3,575 square foot building, and an area of surplus land to the west of 31,292 square feet.

Topography and Drainage

The site is level and near road grade. Drainage appears to be adequate for its current use.

Access

Access is via Davis Road and 2nd Avenue North.

Easements or Encroachments

Typical utility easements are believed to exist. A survey that would delineate the boundaries of any potentially detrimental easements or encroachments was not made available to the appraisers. The appraisers did not note any such conditions during our research and property inspection, nor did the property owner disclose any. We have no reason to believe that there are any easements or encroachments on the property that would affect its use in such a way as to have a negative impact on value.

Soil/Environmental Conditions

We have not been provided with nor have we commissioned a soil or sub-soil condition report. The subject's land appears to be composed of typical loose South Florida sand.

The appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.



Site Improvement Analysis

Site improvements include There are approximately 18 paved surface parking spaces in front.

Building Improvement Description

We have relied upon a personal inspection of the building as well as the Palm Beach County Public Records for the following building description.

Year Built:	1980
Building Area:	3,575 square feet
Site Area:	49,292 square feet
FAR/Lot Coverage:	0.07/%
Foundations:	Poured concrete
Basic Construction:	CBS
Exterior Finish	Stucco
Roof Support/Covering:	Asphalt-shingle over wood trusses
Doors:	Glass in metal frame
Windows	Single hung glass in metal frame
Floors:	Tile
Ceiling:	Acoustic tile
Interior walls:	Drywall
Lighting:	Fluorescent lighting
Electric service:	Assumed adequate for current use
Plumbing:	Assumed adequate for the current and other typical uses
Heating and Cooling:	Central HVAC
Fire Detection:	Assumed to be adequate
Parking:	Approximately 18 paved surface parking spaces, roughly 1 space for 200 square feet of building area.

Building Comments/ Condition:	The property is in a below average overall condition with boarded windows and an incomplete interior finish (See Photos).
Actual Age:	44
Total Economic Life:	50
Effective age:	25
Remaining Economic Life:	25
Physical Depreciation:	50%
Functional Utility:	The property appears to have typical functional utility and does not appear to suffer from functional obsolescence.
Economic/External Obsolescence:	The property does not appear to be suffering from any external/economic obsolescence.

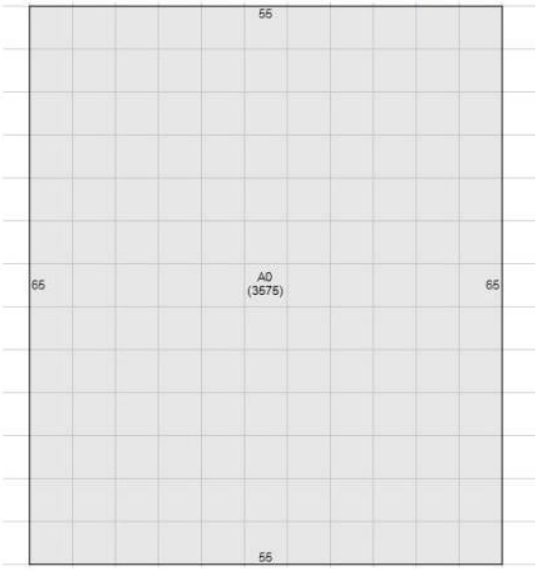
Building Area Calculations / Floor Plan

The appraisers have not measured the building improvements. Copies of building or floor plans with square footages were requested but were not made available. We have performed our analysis utilizing the building sketches and square footages available from the County Property Appraiser's records; copies of which are provided in the addendum of this report.

Building Sketch

Owner Name : ADVANCED GLOBAL CONSULTING FIRM LLC
Parcel Control Number : 70-43-44-19-20-058-0110
Location Address : 3401 2ND AVE N

Sketch for Building 1



HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Source: The Dictionary of Real Estate Appraisal, 7th ed., Appraisal Institute, 2022)

The analysis of highest and best use normally applies these considerations in a three step process, involving the analysis of the highest and best use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement, in order to estimate the highest and best use as improved.

As Vacant

The subject site is of sufficient size and configuration that it could physically support numerous uses, limited only by the fact that such uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. The subject is zoned CG / General Commercial with a land use designation of C / Commercial. Any number of uses would be legally possible. It is located in an area that is developed with a variety of uses.

In consideration of the site's location, land use classification, zoning and surrounding uses, the highest and best use for the subject, as if vacant, would be development with some type of commercial building in keeping with the zoning, land use, and neighborhood uses.

As Improved

In the process of researching the subject market, the appraisers have determined that the subject improvements are substantial enough and in good enough condition that they add value to the site and it would not be economically justified to remove them at the present time.

In consideration of the subject's location, land use classification, zoning, surrounding uses and type and condition of current improvements, the highest and best use for the subject is the current utilization of the existing improvements.

The subject includes a portion of surplus land located to east of the improvements which has frontage on the north side of 2nd Avenue North. The highest and best use for this surplus land is development with a commercial building keeping with the zoning, land use and neighborhood uses.

EXPOSURE AND MARKETING TIME

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing time is an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions address the determination of reasonable exposure and marketing time. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022).

Financing for commercial properties appears to be available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

In their 2nd quarter 2024 issue, PwC Real Estate Investor Survey published by PwC, indicates an average marketing time of approximately 8.2 months for properties in the national strip shopping center market. This is down from 8.8 months in the prior quarter and 6.4 months a year ago. The overall range was listed at 2 - 15 months.

The CoStar Group reported the historical marketing times (exposure time) for 10 properties in Palm Beach County from 7/13/23 through 7/13/24. The marketing time ranged from 2.5 to 11.5 months, with an average of 10.6 months. We note that the Costar data can be skewed by many properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. We believe if appropriately priced and marketed, the subject would sell in the lower portion of the time frame range exhibited by the CoStar data. Many of the properties in the CoStar research were overpriced and only sold after the asking prices were significantly reduced. Properly priced properties sell more quickly.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of 6 - 12 months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.

COST APPROACH

The cost approach is a set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. (Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015).

Land Value Analysis

The first step in the cost approach is to estimate land value. Land is valued as if vacant and available for development to its highest and best use by comparison to similar land recently sold and/or offered for sale in the open market, an implementation of the sales comparison approach.

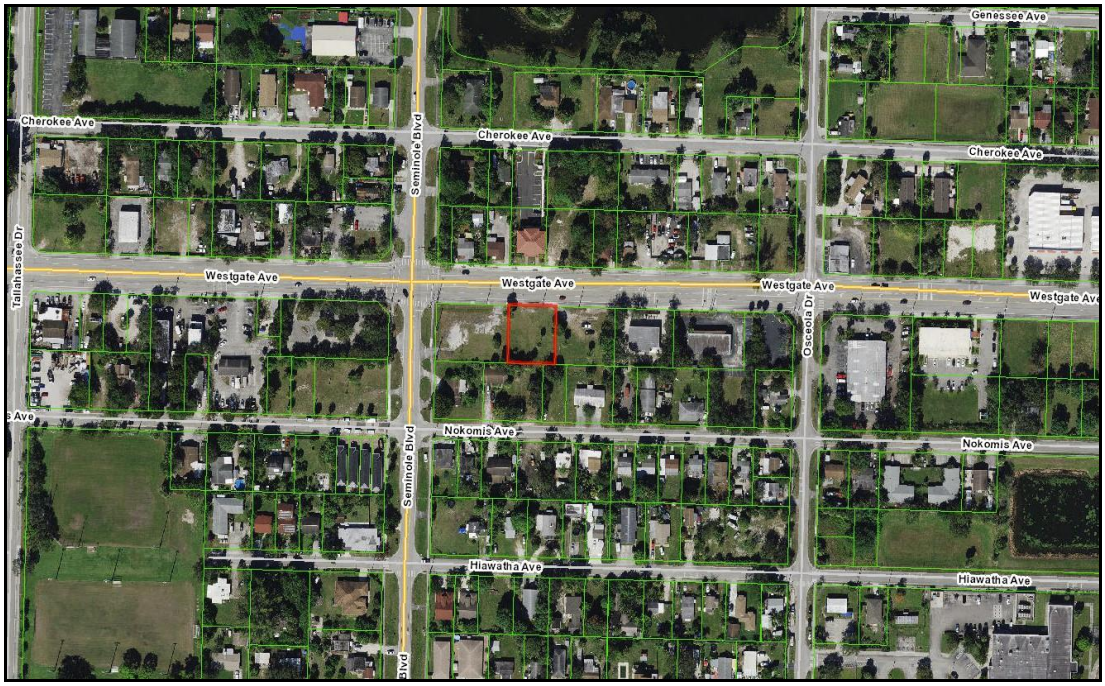
The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, paid subscription data services, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with a party to the transaction.

We compared the selected sales with the subject, considering differences and possible adjustments. We utilized a process to compare the subject property with the comparables to reflect a value for the subject property.

The following pages feature a detailed write up of each comparable used in the analysis, a locational map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - 2634 Westgate Avenue, West Palm Beach, FL 33409
AC File No.: 2220530.001 ID: 913003



OR Book/Page: 33216/0711 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	January 6, 2022
Grantor:	Demetrios Theodossakos and Efrosini Theodossackos
Grantee:	Danza of Westgate LLC
Legal:	Lots 7 through 10, Block 34, West Gate Estates (Northern Section), Plat Book 8, Page, 38, Palm Beach County, Florida
Folio No.:	00-43-43-30-03-034-0070
Location:	South side of Westgate Avenue, roughly 0.5 miles west of North Congress Avenue and 155 feet east of Seminole Boulevard, West Palm Beach
Zoning:	CG - General Commercial by Palm Beach County
Land Use:	CH/8 - Commercial High w/ underlying residential density of 8 DU/Acre
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 11,500 Acres: 0.264 Shape: Rectangular Street Frontage (Ft.): 100 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant Intended Use: Commercial Highest and Best Use: Commercial
Verification:	Source: Palm Beach County Planning and Zoning, public records Relationship: Planning and Zoning Conditions of Sale: Arm's-length Verified By: B. Arnold Date: November 17, 2022
Sales History:	No transactions in the previous five years
Sales Price:	$300,000
Price/SF Land:	$26.09
Price/Acre:	$1,136,364
Financing:	None recorded

Comments:

This is the last parcel of a 2-acre assemblage for a mixed use development at the southeast corner of Westgate Avenue and Seminole Boulevard. The rest of the site was assembled by the Westgate CRA over several years. The proposed development called Westgate Terrace will feature 46 two and three bedroom apartment units and 10,015 square feet of professional and medical/dental office space.

SALE NO. 2 - 923 North E Street, Lake Worth, FL 33460
AC File No.: 2230219.000 ID: 913278



OR Book/Page: 33364/0158 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	February 28, 2022
Grantor:	Albert Heal
Grantee:	Jens Property 923 North E St, LLC
Legal:	Lots 9 and 10, Block 268, The Palm Beach Farms Company Plat No. 2, Lucerne townsite, according to the Plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.
Folio No.:	38-43-44-21-15-268-0090
Location:	Southwest corner of 10th Avenue North and North E Street in Lake Worth Beach.
Zoning:	MU-E - Mixed Use East by City of Lake Worth Beach
Land Use:	Mixed Use East
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 13,499 Acres: 0.310 Shape: Rectangular Street Frontage (Ft.): 135 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant Commercial Intended Use: Commercial Highest and Best Use: Commercial
Verification:	Source: Carrazana Yorden Relationship: Listing Agent Conditions of Sale: Arm's-length Verified By: M. Mickle Date: May 11, 2023
Sales History:	Previously sold for $150,000 in August 2020, recorded in County OR Book 31653 Page 1637
Sales Price:	$312,000
Price/SF Land:	$23.11
Price/Acre:	$1,006,452
Financing:	Cash to seller

Comments:

This was a cash purchase. The buyer purchased the property for future development with a multi-family use according to the listing agent. The seller was not available for comment.

SALE NO. 3 - 1610 North Congress Avenue, West Palm Beach, FL 33409
AC File No.: 2230112.000 ID: 913195



OR Book/Page: 33745/740 Type: Land
Sale Status: Sale Sub-Type: Commercial

Date:	July 27, 2022
Grantor:	Vythiya Tum and Thida Tum, Tum Family Revocable Trust
Grantee:	Autumn Ridge Apartments, Ltd.
Legal:	29-43-43, NLY 86.54 FT OF SLY 3321.54 FT OF W 1/4 OF W 1/2 (LESS W 40 FT N CONGRESS AVE R/W) and 29-43-43, N 173.08 FT OF S 519.23 FT OF W 1/4 OF NW 1/4 (LESS W 60 FT CONGRESS AVE RD R/W)
Folio No.:	00-43-43-29-00-000-3180 and 00-43-43-29-00-000-3160
Location:	East side of North Congress Avenue, roughly 3,000 feet north of Belvedere Road
Zoning:	CG - General Commercial by Palm Beach County
Land Use:	Commercial
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 158,689 Acres: 3.643 Shape: Irregular Street Frontage (Ft.): 260 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Commercial Intended Use: Commercial Highest and Best Use: Commercial
Verification:	Source: Public Records Relationship: N/A Conditions of Sale: Arm's-length Verified By: W. Spengler Date: March 16, 2023
Sales History:	No transactions in the previous five years
Sales Price:	$3,600,000
Price/SF Land:	$22.69
Price/Acre:	$988,197
Financing:	$1,200,000 provided by Rosal Holdings, Inc recorded in PBC OR Book 33745/Page 745.

Comments:

2 addresses: 1610 North Congress Avenue, and 1580 North Congress Avenue. 2 parcels sold together, long site shape. These 2 lots are adjacent to a large multi-family residential development project to the north.

SALE NO. 4 - 1207 Madeira Ct & 1216 Spruce Ave, West Palm Beach, FL 33401
AC File No.: 2240079 ID: 913716



OR Book/Page: 33926/1005 Type: Land
Sale Status: Sale Sub-Type: Commercial

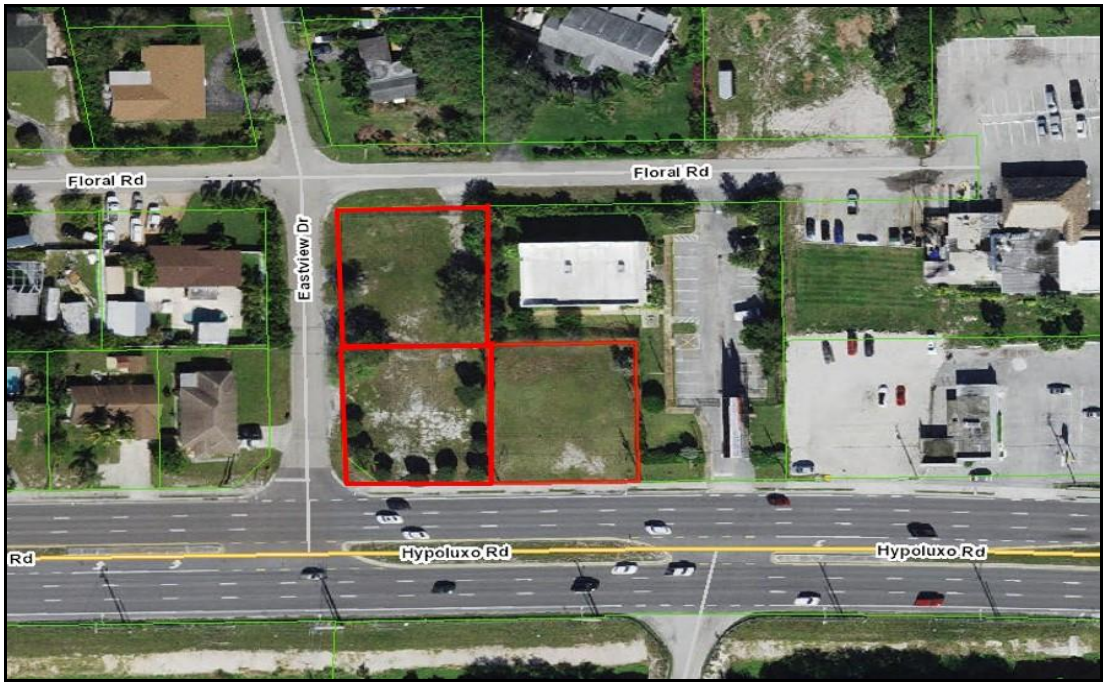
Date:	October 11, 2022
Grantor:	445 10th Street, LLC
Grantee:	Nora East Spruce Owner, LLC
Legal:	The North 45 feet of Lot 7 and the North 44.5 feet of Lot 8, Block 72, AND the North 34.5 feet of Lots 11 and 12, Block 72 of Franklin Park Addition to West Palm Beach, Florida in Plat Book 7, Page 47, Palm Beach County, Florida
Folio No.:	74-43-43-16-19-072-0071, 74-43-43-16-19-072-0111
Location:	East side of Spruce Avenue and west side of Madeira Court just north of 11th Street in West Palm Beach, Florida
Zoning:	NORA-2 - North Railroad Avenue District 2 by West Palm Beach
Land Use:	UCBD
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 7,924 Acres: 0.182 Shape: Rectangular Street Frontage (Ft.): 80 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant Land Intended Use: Assemblage Highest and Best Use: Assemblage and Development
Verification:	Source: Ned Grace via CoStar Relationship: Buyer Conditions of Sale: Arm's-length Verified By: K. Doran Date: March 5, 2024
Sales History:	No transactions in the previous five years
Sales Price:	$200,000
Price/SF Land:	$25.24
Price/Acre:	$1,098,901
Financing:	Cash to seller

Comments:

This sale consists of two non-contiguous lots and is part of an assemblage for a proposed mixed-use redevelopment masterplan called NORA.

SALE NO. 5 - 2899 Hypoluxo Road, Lake Worth, FL 33462
AC File No.: 2230219.000 ID: 913280



OR Book/Page: 34023/1660 Type: Land
Sale Status: Sale Sub-Type: Commercial

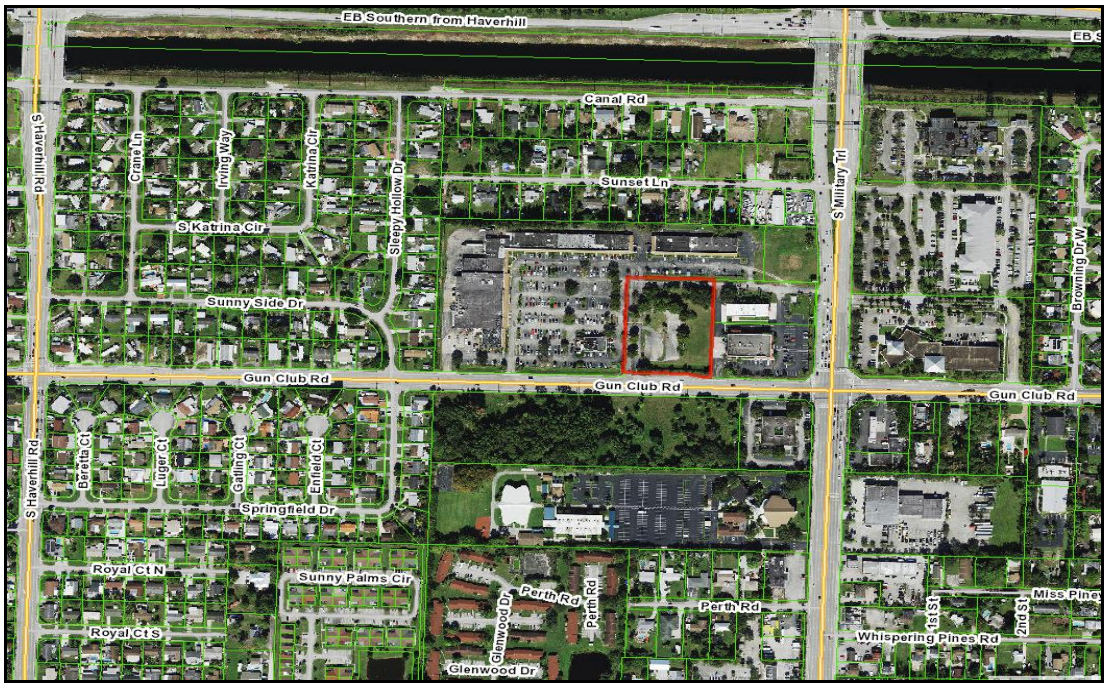
Date:	December 13, 2022
Grantor:	Hypoluxo, LLC
Grantee:	JC's Tall Glass, Inc.
Legal:	Long legal. See Deed.
Folio No.:	00-43-45-05-01-003-0020; 00-43-45-05-01-003-0010; 00-43-45-05-01-003-0100
Location:	Northeast corner of Hypoluxo Road and Eastview Drive in Lake Worth.
Zoning:	CG - General Commercial by Palm Beach County
Land Use:	Commercial
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 32,709 Acres: 0.751 Shape: Irregular Street Frontage (Ft.): 200 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant Commercial Intended Use: Commercial/Restaurant Highest and Best Use: Commercial
Verification:	Source: Murphy Madigan Relationship: Seller Conditions of Sale: Arm's-length Verified By: M. Mickle Date: May 11, 2023
Sales History:	Previously sold for $270,000 in April 2018, recorded in County OR Book 29784 Page 1654
Sales Price:	$788,000
Price/SF Land:	$24.09
Price/Acre:	$1,049,268
Financing:	Cash to seller

Comments:

According to the seller, the buyer has plans to expand their restaurant business to this location. At this writing, there have been no building or site permits applied for according to the Palm Beach County Building Department.

SALE NO. 6 - 4575 Gun Club Road, West Palm Beach, FL 33415
AC File No.: 2230413.004 ID: 913395



OR Book/Page: 34151/1183 Type: Land
Sale Status: Sale Sub-Type: Commercial

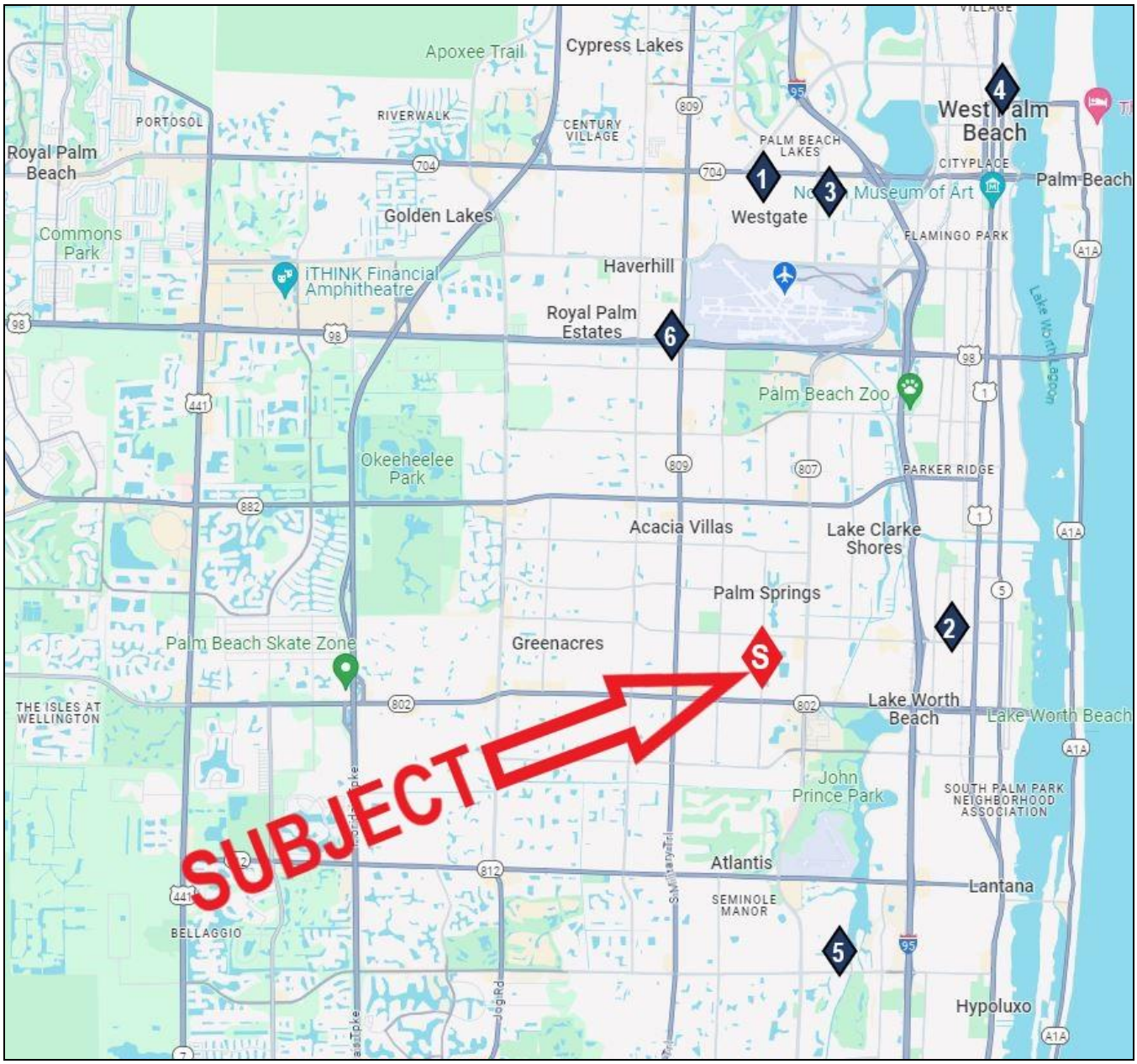
Date:	February 24, 2023
Grantor:	Gun Club Properties LLC
Grantee:	Gun Club Rd SS, LLC
Legal:	Gun Club Center No 1 Tr 1 (Less s 12 ft) & Nly 388 ft of W 92 ft of Tr 2.
Folio No.:	00-42-44-01-27-001-0020
Location:	The north side of Gun Club Road approximately 350 feet west of S. Military Trail and east of Sunnyside Drive.
Zoning:	UC - Urban Center by Palm Beach County
Land Use:	UC - Urban Center
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 114,654 Acres: 2.632 Shape: Rectangular Street Frontage (Ft.): 300 Topography/Elevation: Level, near road grade
Use:	Use at Time of Sale: Vacant commercial Intended Use: Commercial Development (Storage facility) Highest and Best Use: Commercial
Verification:	Source: Jonatahn LaRosa, Marcus & Millchap/Costar, Palm Beach County Public Records. Relationship: Broker Conditions of Sale: Arm's-length Verified By: R. Saar Date: July 31, 2023
Sales History:	No transactions in the previous five years
Sales Price:	$2,400,000
Price/SF Land:	$20.93
Price/Acre:	$911,854
Financing:	Cash to seller

Comments:

This all cash land sale is slated to become a storage facility according to the listing broker.

Comparable Land Sales Location Map



LAND SALES SUMMARY TABLE					
Sale No. Date	OR Bk Page	Property Address	Land SF Acres	Sale Price	Price/SF of Land
1 Jan-22	33216 0711	2634 Westgate Avenue West Palm Beach	11,500 0.26	$300,000	$26.09
2 Feb-22	33364 0158	923 North E Street Lake Worth	13,499 0.31	$312,000	$23.11
3 Jul-22	33745 740	1610 North Congress Avenue West Palm Beach	158,689 3.64	$3,600,000	$22.69
4 Oct-22	33926 1005	1207 Madeira Ct & 1216 Spruce Ave West Palm Beach	7,924 0.18	$200,000	$25.24
5 Dec-22	34023 1660	2899 Hypoluxo Road Lake Worth	32,709 0.75	$788,000	$24.09
6 Feb-23	34151 1183	4575 Gun Club Road West Palm Beach	114,654 2.63	$2,400,000	$20.93
Subj. Jul-24	N/A	3401 2nd Avenue North Palm Springs	18,000 0.41	N/A	N/A

Land Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, lot size, and site conditions.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of land. The sale price per square foot of land correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Property Rights

The property rights transferred were believed to be those of the fee simple estate. No differences between the sales and the subject are reflected.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from January 6, 2022 to February 24, 2023. The date of value is July 15, 2024. The market has shown improving market conditions over this time period. Prior to the beginning of the pandemic in early 2020, property values in the South Florida area were on the rise and this trend continued through end-2022 when rising interest rates stabilized the market. Based on national trends and what we have seen in the subject's local market, we believe an appropriate time adjustment would be 1% per month, which we have rounded down to the nearest whole month. As such, sales 1, 2, 3 and 4 required upward adjustments.

Location

The subject property is located at 3401 2nd Avenue North in Palm Springs. Sales 2, 3 and 5 are in superior locations requiring downward adjustments.

Size

Generally, larger properties will sell for a somewhat lower price per square foot than smaller ones, and vice versa, when all else is equal. The sales in this data set do appear to follow this pattern and some adjustment is warranted. Sales 3 and 6 are larger sites requiring upward adjustments.

Site Conditions

Properties of all different shapes can typically be developed. Some properties, however, allow for a more efficient development of the site providing for the maximum development intensity. Neither the subject nor the comparables appear be impacted by their shape in such a manner as to limit their development.

Another factor considered here is the existence of any physically detrimental site conditions such as contamination or muck. Neither the subject nor any of the comparables were known to suffer from any such detrimental site conditions.

Lastly any improvements made to the site can affect its utility and therefore its value. Neither the subject nor any of the comparables were known to be affected by any site or building improvements that have measurable impact on value beyond that of the land itself.

Zoning/Land Use

The subject property has a zoning designation of CG / General Commercial by Palm Springs with an underlying future land use of C / Commercial by Palm Springs.

Though they may vary by municipality, all of the comparables have similar commercial and mixed use with residential and commercial oriented designations that allow for similar uses as the subject. No adjustment is warranted.

QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/SQUARE FOOT												
Sale Date	Property Address	Land SF	Price/ Land SF	Financing/ Adj. Price/ Land SF	Conditions of Sale/ Adj. Price/ Land SF	Market Conditions/ Adj. Price/ Land SF	Location	Land Size	Site Conditions	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1 Jan-22	2634 Westgate Avenue West Palm Beach	11,500	$26.09	0% $26.09	0% $26.09	11% $28.96	0%	0%	0%	0%	0%	$28.96
2 Feb-22	923 North E Street Lake Worth	13,499	$23.11	0% $23.11	0% $23.11	10% $25.42	-5%	0%	0%	0%	-5%	$24.15
3 Jul-22	1610 North Congress Avenue West Palm Beach	158,689	$22.69	0% $22.69	0% $22.69	5% $23.82	-5%	10%	0%	0%	5%	$25.01
4 Oct-22	1207 Madeira Ct & 1216 Spruce Ave West Palm Beach	7,924	$25.24	0% $25.24	0% $25.24	2% $25.74	0%	0%	0%	0%	0%	$25.74
5 Dec-22	2899 Hypoluxo Road Lake Worth	32,709	$24.09	0% $24.09	0% $24.09	0% $24.09	-5%	0%	0%	0%	-5%	$22.89
6 Feb-23	4575 Gun Club Road West Palm Beach	114,654	$20.93	0% $20.93	0% $20.93	0% $20.93	0%	10%	0%	0%	10%	$23.02
Subj. Jul-24	3401 2nd Avenue North Palm Springs	18,000 Improved Land Area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Conclusion of Land Value

Considering all of these differences, we developed the preceding comparison table listing the sales as they compare to the subject property, based on a price per square foot basis. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $20.93 to $26.09 per square foot of land area. The preceding comparison chart shows the value range for the subject property based on a price per square foot of land area to be from $22.89 to $28.96 with a mean of 25.17. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of land area for the subject property of $25 as of July 15, 2024. Total value is calculated as follows:

The subject's land was analyzed in 2 portions; 1) Approximately 18,000 square feet on the west portion encompassing the current improvements with a north boundary of roughly 200 feet and an east boundary of roughly 35 feet, resulting in a typical FAR of 0.20. 2) Approximately 31,292 square feet on the east portion with roughly 65 front feet for access on the north side of 2nd Avenue North of sufficient size and shape to accommodate new construction of a commercial building.



18,000 Square Feet (Improved Portion) @ $25 per Square Foot = $450,000

31,292 Square Feet (Surplus Land Area) @ $25 per Square Foot = $782,300

Rounded To: $785,000

Total: $1,235,000

MARKET LAND VALUE CONCLUSION: $1,235,000

Estimated Building Replacement Cost

The building replacement cost, new, is being estimated from the Marshall Valuation Service, a cost manual published by Marshall & Swift LP. This is an industry wide cost estimating manual used primarily by real estate appraisers and general cost estimators. The base cost for per square foot price includes the plans, specifications, survey, and building permits, the cost of interim money during a normal period of construction, cost of labor and materials plus sales tax on same, and contractor's overhead and profit, including workman's compensation, fire and liability insurance, unemployment insurance, etcetera. This base cost does not include any site improvements, personal items including computers, television security or phone systems, impact fees, or entrepreneurial profit. Depreciation is based on observed condition upon inspection.

It should be noted that the Marshall Valuation Service includes in its published schedule such costs as:

(1) Architects and Engineer fees
(2) Normal interest on building funds during construction period
(3) Sales taxes on materials
(4) Normal site preparation
(5) Utilities from structure to lot line
(6) Contractor's overhead and profit

They do not contain:

(1) Costs of buying or assembling land
(2) Pilings
(3) Land planning
(4) Extraordinary financing fees
(5) Yard improvements
(6) Off-site costs, such as roads
(7) Furnishing and fixtures
(8) Marketing costs such as lease commissions

We have referenced the Marshall Valuation Service to determine the base cost for the subject's class and quality. We then refined the cost as indicated by Marshall. The adjusted, refined cost per square foot of enclosed building area for the subject is summarized in the following table. Additional local knowledge is a factor applied for differences in construction costs for the local market from costs reflected in Marshal Valuation tables.

Replacement Cost Calculation Table 3401 2nd Avenue North, Palm Springs, FL 33461 Vetrinary Office Building			
Size (Square Feet): 3,575			
Building Class: C			
Building Quality: Average			
	Section	Page	
Base Square Foot Cost:	15	28	$194.00
Square Foot Refinements			
Heat, AC, ventilation	15	36	$27.25
Fire sprinklers	N/A	N/A	$0.00
Miscellaneous	N/A	N/A	$0.00
Adjusted Cost After Square Foot Refinements			$221.25
Height & Size Refinements			
Story/height- multiplier	15	38	0.928
Floor area/perimeter multiplier	15	38	1.035
Aggregate Height & Size Multiplier			*0.960*
Adjusted Cost After Height and Size Refinements			$212.40
Current Cost & Local Multipliers			
High wind adjustment	99	1	1.100
Architect Fees	99	2	1.076
Current cost multiplier	99	3	1.010
Local multiplier	99	7	0.970
Additional local knowledge	N/A	N/A	1.200
Aggregate Current Cost & Local Multiplier			*1.391*
Final Adjusted Building Cost Per Square Foot			**$295.45**

Site Improvements

Site improvements, particularly parking lots, can depreciate much faster than a building. We have included these items based on their cost from Marshall in Section 66 (Yard Improvements) plus depreciation based on their observed condition and/or their contributory value.

Entrepreneurial Profit

In addition to the building and site development costs, normally there is an allowance for entrepreneurial profit in order to compensate the developer for his expenditure of time, talents, and risk management, which are required in order to complete a project. This profit is not to be confused with builder's overhead and profit. Entrepreneurial profit is over and above that and would not be included in a contractor's bid to construct a project. The profit requirement for a typical investment property is, in typical markets, usually 10% to 20% of the building cost or total project cost, although profit requirements vary significantly among developers, depending upon market conditions, amount of risk and other factors. That said, we have estimated entrepreneurial profit at 15%.

Depreciation

Physical depreciation has been based on observed condition during the inspection using a straight line method based on effective age and typical life expectancy guidelines published by Marshall. The subject buildings were built in 1980 and were found to be secured and minimally maintained, in below average condition and exhibiting typical wear and tear, and are currently in a shell condition. As previously discussed in the description of improvements overall physical depreciation has been estimated at 50 percent based on observed condition.

COST APPROACH SUMMARY								
Land Value Calculation	18,000	SF @	$25.00	/SF=	$450,000	Rounded to:		$450,000
"As-is" Value of Site Improvements								
Site Improvements						$45,000		
Total Site Improvements							$45,000	
Building Costs								
3401 2nd Avenue North, Palm Springs, FL 3346								
Vetrinary Office Buildi	3,575	SF @	$295.45	/ SF =	$1,056,234			
Building Cost New						$1,056,234		
Less Depreciation on Building Improvements				@	50.0%	-$528,117		
Contributory Value of Building Improvements							$528,117	
Total Depreciated Improvement Value (Site and Building)								$573,117
Add Entrepeneurial Profit on Depreciated Improvements				@	15.0%			$85,968
Total Depreciated Project Value Including Land and Profit								$1,109,085
Rounded to:								
VALUE INDICATED BY THE COST APPROACH (Improved Portion)								**$1,110,000**

Value Indicated by the Cost Approach (Improved Portion on 18,000 SF Land) **$1,110,000**
Add Value Indicated by the Cost Approach (Surplus Area of 31,292 SF Land) **$ 785,000**

Total Value of the Subject Indicated by the Cost Approach: $1,895,000

SALES COMPARISON APPROACH

The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th ed., Chicago: Appraisal Institute, 2022.)

The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.

SALE NO. 1 - 777 W Lantana Road, Lantana, FL 33462
AC File No.: 2240295.000 ID: 913876



OR Book/Page: 33741/0207 Type: Office
Sale Status: Sale Sub-Type: Multi-Tenant Medical

Date:	July 20, 2022
Grantor:	Susanne Lea Shearouse & Ronald William Shearouse
Grantee:	VIP Office, LLC
Legal:	Lots 26 & 27 Mantyharju Tract 4, as recorded in Palm Beach County Plat Book 20, Page 86
Folio No.:	40-43-44-34-09-004-0260
Location:	Northwest corner of West Lantana Road and North 8th Street
Zoning:	C1 - Neighborhood Commercial by Lantana
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 10,385	Acres: 0.238
	Shape: Irregular	Street Frontage (Ft.): 220
Improvements:	Gross Bldg. SF: 3,440	Year Built: 1986
	Stories: 1	No. of Bldgs.: 1
	Net Rentable SF: 3,440	Useable SF: 0
	R/U Ratio: 0.00	Bldg. Eff. Ratio: 1.00
	Condition: Average	Parking: On-site, adequate
	Air Conditioning: Central Air	
	Construction: CBS	
FAR:	0.33	
Use:	Use at Time of Sale: Commercial	
	Intended Use: Commercial	
	Highest and Best Use: Commercial	
Verification:	Source: PBC OR, deed, CoStar ID#6091800 per David Kobrin	
	Relationship: Buyer Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler	
	Date: July 13, 2024	
Sales History:	No transactions in the previous five years	
Sales Price:	$1,318,333	
Price/SF Building:	$383.24	
Price/Rentable SF:	$383.24	
Financing:	Seller provided financing in the amount of $797,500 with a 10 year term.	

Comments:

1031 Exchange transaction. 4 suite medical office building built in 1986 with 17 parking spaces. The seller provided 60% LTV purchase financing at 5% interest with a 10 year balloon payment.

SALE NO. 2 - 1622 N Federal Highway, Lake Worth Beach, FL 33460
AC File No.: 2240295.000 ID: 913878



OR Book/Page: 33777/0779 Type: Office
Sale Status: Sale Sub-Type: Single Tenant Medical

Date:	July 28, 2022
Grantor:	Johnson Brothers Corporation
Grantee:	Indian Chase Partners, LLC
Legal:	Lengthy, refer to deed
Folio No.:	38-43-44-15-16-008-0010
Location:	Southeast corner of North Federal Highway and 17th Avenue North
Zoning:	MU-FH - Mixed Use - Federal Highway by Lake Worth Beach
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 19,001	Acres: 0.436
	Shape: Rectangular	Street Frontage (Ft.): 145
Improvements:	Gross Bldg. SF: 3,404	Year Built: 1961
	Stories: 1	No. of Bldgs.: 1
	Condition: Average	Parking: On-site, adequate
	Air Conditioning: Central Air	
	Construction: CBS	
FAR	0.18	
Use:	Use at Time of Sale: Commercial	
	Intended Use: Commercial	
	Highest and Best Use: Commercial	
Verification:	Source: PBC OR, deed, CoStar ID#6118035, per Lou Battista, Kristen Danzig	
	Relationship: Buyer Broker, Listing Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler	
	Date: July 13, 2024	
Sales History:	Transfer by warranty deed 04/23/2018 for $428,500 between related entities	
Sales Price:	$944,000	
Price/SF Building:	$277.32	
Financing:	Cash to seller	

Comments:

Medical office building built in 2061 and renovated in 2006. 10 on-site diagonal parking spaces. CoStar data as verified with listing broker and buyer broker.

SALE NO. 3 - 101 John F. Kennedy Drive, Atlantis, FL 33462
AC File No.: 2230377 ID: 913368



OR Book/Page: 34134/0125 Type: Office
Sale Status: Sale Sub-Type: Multi-Tenant Medical

Date:	February 17, 2023
Grantor:	Da Vinci Diagnostics Facility II, LLC
Grantee:	Integrative Medicine of The Palm Beaches, Inc.
Legal:	Atlantis No 6 City of, ELY 159.69 feet of Tract E & 31-44-43, 40 foot strip of land LYG South of & Adj to ELY 159.69 feet of Tract E of PB 28, Pg 174, Palm Beach County, Florida
Folio No.:	02-43-44-31-09-000-0054
Location:	Southwest corner of John F. Kennedy Drive and South Congress Avenue in Atlantis, Florida
Zoning:	HD - Hospital District by Atlantis
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 23,175	Acres: 0.532
	Shape: Irregular	Street Frontage (Ft.): 155
Improvements:	Gross Bldg. SF: 6,718	Year Built: 2005
	Stories: 2	No. of Bldgs.: 1
	Net Rentable SF: 6,718	Useable SF: 6,718
	R/U Ratio: 0.00	Bldg. Eff. Ratio: 1.00
	Condition: Average	Parking: On-site, adequate
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.29	
Use:	Use at Time of Sale: Medical Office	
	Intended Use: Medical Office	
	Highest and Best Use: Medical Office	
Verification:	Source: Richard Kaufman with Strategic Realty Services, LLC	
	Relationship: Listing agent	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran, W. Spengler	
	Date: July 1, 2023	
Sales History:	No transactions in the previous five years	
Sales Price:	$2,500,000	
Price/SF Building:	$372.13	
Price/Rentable SF:	$372.13	
Financing:	First Horizon Bank provided financing in the amount of $2,500,000	

Comments:

This property was on the market for approximately 20 months prior to contract with an asking price of $2,995,000. Tenants at the time of sale were Atlantis Recovery Center and Medical Specialists of the Palm Beaches. The buyer is a local doctor. The interior had dated finishes with wear from normal use, in overall average condition and in need of renovation.

SALE NO. 4 - 3731 Lake Worth Road, Palm Springs, FL 33461
AC File No.: 2230229 ID: 913292



OR Book/Page: 34389/0032 Type: Office
Sale Status: Sale Sub-Type: Single Tenant Medical

Date:	May 18, 2023
Grantor:	ERMAR Properties, Inc.
Grantee:	The Marvelous Associates, Inc.
Legal:	Tract 1, Block 2, Lakewood Gardens Plat No. 1, less the Right-of-Way of State Road 802 (Lake Worth Road), in Plat Book 18, Page 38, Palm Beach County, Florida
Folio No.:	70-43-44-19-11-002-0010
Location:	Northeast corner of Lake Worth Road and Gulfstream Road in Palm Springs, Florida
Zoning:	CG - General Commercial by Palm Springs
Utilities:	Municipal water and sewer, electricity, and telephone

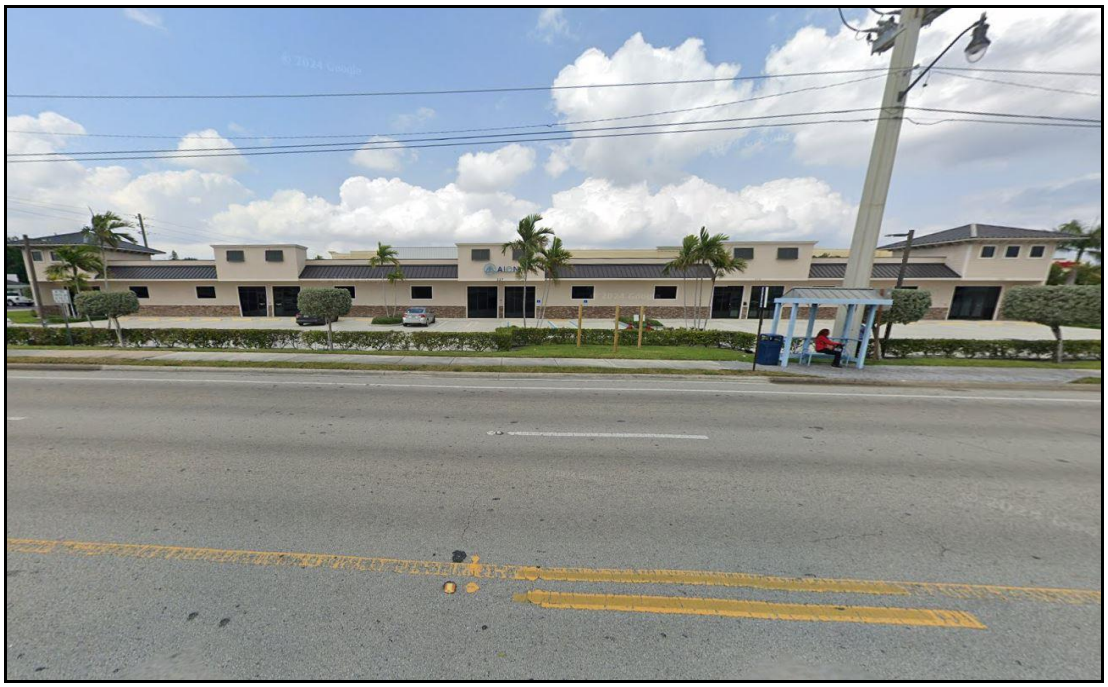
Site Size:	Square Feet: 34,772	Acres: 0.798
	Shape: Rectangular	Street Frontage (Ft.): 153
Improvements:	Gross Bldg. SF: 4,982	Year Built: 1999
	Stories: 1	No. of Bldgs.: 2
	Condition: Good	Parking: On-site, adequate
	Air Conditioning: Central air	
	Construction: CBS	
FAR	0.14	
Use:	Use at Time of Sale: Medical Office	
	Intended Use: Medical Office	
	Highest and Best Use: Medical Office	
Verification:	Source: Emmana Mervilus, Contract, Inspection	
	Relationship: Buyer	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran	
	Date: May 18, 2023	
Sales History:	No transactions in the previous five years	
Sales Price:	$2,115,000	
Price/SF Building:	$424.53	
Financing:	Bank of Belle Glade provided financing in the amount of $1,480,500	

Comments:

This property was on the market for 43 days prior to contract with an asking price of $2,590,000. The main building is a 4,982 square foot single user medical building plus a 651 square foot detached storage garage. Anderson Carr. Appraised this property in October 2019 and again in May 2023.

Average Daily Traffic Counts
2022 Lake Worth Road: 43,260

SALE NO. 5 - 323 W Lantana Road, Lantana, FL 33462
AC File No.: 2240295.000 ID: 913877



OR Book/Page: 34844/1063 Type: Office
Sale Status: Sale Sub-Type: Multi-Tenant Medical Office

Date:	February 13, 2024
Grantor:	Lantana Investment Group LLC
Grantee:	GWS Lantana, LLC
Legal:	Lengthy, refer to deed
Folio No.:	40-43-44-34-06-001-0010
Location:	Northwest corner of West Lantana Road and North 4th Street
Zoning:	C1 - Neighborhood Commercial by Lantana
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 37,361	Acres: 0.857
	Shape: Irregular	Street Frontage (Ft.): 335
Improvements:	Gross Bldg. SF: 12,320	Year Built: 2018
	Stories: 1	No. of Bldgs.: 1
	Net Rentable SF: 12,320	Useable SF: 0
	R/U Ratio: 0.00	Bldg. Eff. Ratio: 1.00
	Condition: Good	Parking: On-site, adequate
	Air Conditioning: Central Air	
	Construction: CBS	
FAR:	0.33	
Use:	Use at Time of Sale: Commercial	
	Intended Use: Commercial	
	Highest and Best Use: Commercial	
Verification:	Source: PBC OR, deed, CoStar ID#6357533, Michael Cabot	
	Relationship: Listing Broker	
	Conditions of Sale: Arm's-length	
	Verified By: W. Spengler	
	Date: July 13, 2024	
Sales History:	Arm's-length transfer by warranty deed 3/30/2020 for $2,518,000	
Sales Price:	$3,730,000	
Price/SF Building:	$302.76	
Price/Rentable SF:	$302.76	
Financing:	TD Bank provided purchase financing in the amount of $1,894,400	

Comments:

8-suite medical office building built in 2018 with 48 parking spaces. The seller provided 60% LTV purchase financing at 5% interest with a 10-year balloon payment. According to the selling broker, the buyer occupied 51% of the space with a medical related practice, and the remaining 49% of the space was leased out to other medical related businesses.

SALE NO. 6 - 3711-3713 S Congress Avenue, Palm Springs, FL 33461
AC File No.: 2240197 ID: 913860



OR Book/Page: 34967/1924 Type: Office
Sale Status: Sale Sub-Type: Multi-Tenant Medical

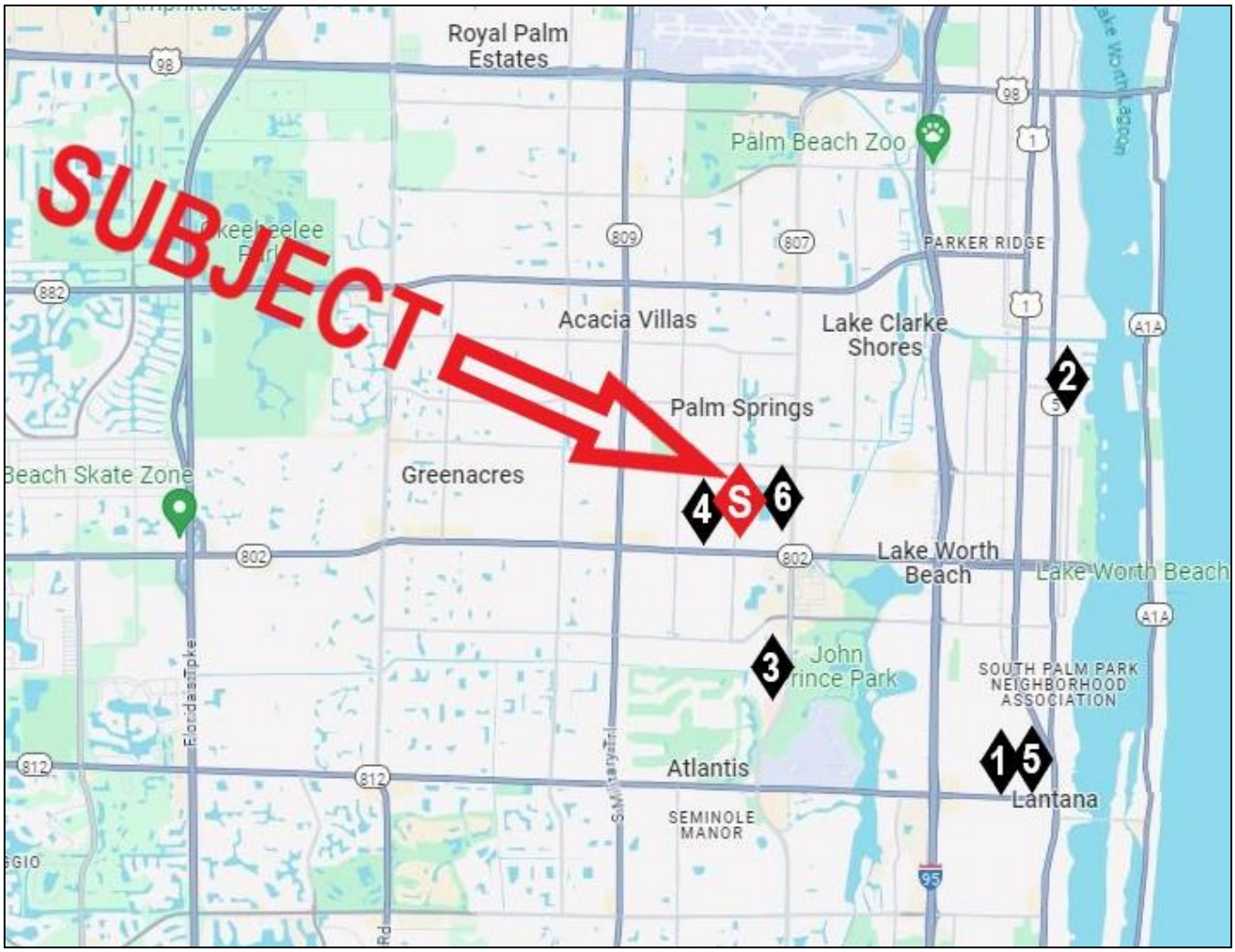
Date:	April 9, 2024
Grantor:	Congress Medical Holdings, LLC
Grantee:	Professional Firefighters/Paramedics of Palm Beach County, Local 2928, I.A.F.F., Inc.
Legal:	Long legal in 19-43-44, being a portion of Tract 51, Palm Beach County, Florida
Folio No.:	70-43-44-19-20-051-0070, 70-43-44-19-20-051-0060
Location:	West side of South Congress Avenue at the west terminus of Vassallo Avenue, just north of 2nd Avenue North in Palm Springs, Florida
Zoning:	CG - General Commercial by Palm Springs
Utilities:	Municipal water and sewer, electricity, and telephone

Site Size:	Square Feet: 83,243	Acres: 1.911
	Shape: Irregular	Street Frontage (Ft.): 250
Improvements:	Gross Bldg. SF: 14,600	Year Built: 1954/2004
	Stories: 1	No. of Bldgs.: 1
	Net Rentable SF: 14,600	Useable SF: 14,600
	R/U Ratio: 0.00	Bldg. Eff. Ratio: 1.00
	Condition: Average	Parking: On-site, adequate
	Air Conditioning: Central air	
	Construction: CBS	
FAR:	0.18	
Use:	Use at Time of Sale: Medical Office	
	Intended Use: Medical Office	
	Highest and Best Use: Medical Office	
Verification:	Source: Benjamin Silver with CBRE via CoStar	
	Relationship: Listing agent	
	Conditions of Sale: Arm's-length	
	Verified By: K. Doran	
	Date: June 20, 2024	
Sales History:	No transactions in the previous five years	
Sales Price:	$4,575,000	
Price/SF Building:	$313.36	
Price/Rentable SF:	$313.36	
Financing:	None recorded	

Comments:

This property was on the market for approximately 9 months prior to contract. The original part of the building containing 5,525 square feet was built in 1954. An additional 9,075 square feet was added in 2004.

Comparable Sales Locations Map



SALES SUMMARY TABLE								
Sale No. Date	OR Bk Page	Property Address	Land Area SF Acres	Year Built	Gross Bldg. SF	FAR	Sale Price	Price/SF of Bldg.
1	33741	777 W Lantana Road	10,385	1986	3,440	0.33	$1,318,333	$383.24
Jul-22	0207	Lantana	0.24					
2	33777	1622 N Federal Highway	19,001	1961	3,404	0.18	$944,000	$277.32
Jul-22	0779	Lake Worth Beach	0.44					
3	34134	101 John F. Kennedy Drive	23,175	2005	6,718	0.29	$2,500,000	$372.13
Feb-23	0125	Atlantis	0.53					
4	34389	3731 Lake Worth Road	34,772	1999	4,982	0.14	$2,115,000	$424.53
May-23	0032	Palm Springs	0.80					
5	34844	323 W Lantana Road	37,361	2018	12,320	0.33	$3,730,000	$302.76
Feb-24	1063	Lantana	0.86					
6	34967	3711-3713 S Congress Avenue	83,243	1954/2004	14,600	0.18	$4,575,000	$313.36
Apr-24	1924	Palm Springs	1.91					
Subj. Jul-24	N/A	3401 2nd Avenue North Palm Springs	18,000 0.41	1980	3,575	0.20	N/A	N/A

Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, building and lot size, and quality and condition of the improvements.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of building. The sale price per square foot of building correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Property Rights

The property rights transferred were believed to be those of the fee simple estate. No differences between the sales and the subject are reflected.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from July 20, 2022 to April 9, 2024. The subject property date of value is July 15, 2024. The market has shown improving market conditions over this time period. Prior to the beginning of the pandemic in early 2020, property values in the South Florida area were on the rise and this trend continued through end-2022 when rising interest rates stabilized the market. Based on national trends and what we have seen in the subject's local market, we believe an appropriate time adjustment would be 1% per month, which we have rounded down to the nearest whole month. As such, sales 1 and 2 required upward adjustments.

Location

The subject property is located at 3401 2nd Avenue North in Palm Springs. Sale 2 is in an inferior, primarily residential, location requiring an upward adjustment. Sales 1, 3, 5 and 6 are in superior commercial locations requiring downward adjustments. Sale 4 is in a significantly superior Lake Worth Road commercial location requiring a larger downward adjustment.

Size

Generally, larger properties will sell for a somewhat lower price per square foot of building than smaller ones, and vice versa, when all else is equal. The sales in this data set do appear to follow this pattern and some adjustment is warranted. Sales 3, 5 and 6 were larger buildings requiring upward adjustments.

Quality/Condition/Appeal

This consideration takes into account differences in quality of construction, the property's physical condition and overall appeal. The subject property was reportedly built in 1980, has been cleared of interior partitions and prepared for interior finishing. Being currently in a shell state the condition of the subject improvements is considered below average. Sales 1, 2, 3, 4 and 6 are buildings with superior finished interiors requiring downward adjustments. Sale 5 is a newer building requiring a larger downward adjustment.

FAR/Lot Coverage/Parking

The most significant factors involving lot coverage are the existence of excess land and the availability of on-site parking. Neither the subject nor any of the comparables have excess land and all have adequate on-site parking. No adjustments are warranted.

Zoning/Land Use

The subject property has a zoning designation of CG / General Commercial by Palm Springs with an underlying future land use of C / Commercial by Palm Springs.

Though they may vary by municipality, all of the comparables have similar commercial, or mixed use commercial & residential oriented designations that allow for similar uses as the subject. No adjustment is warranted.

QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/SF GROSS BUILDING AREA													
Sale Date	Property Address	Gross Bldg. SF	Price/ Gross Building SF	Financing/ Adj. Price/ Gross Bldg. SF	Conditions of Sale/ Adj. Price/ Gross Bldg. SF	Market Conditions/ Adj. Price/ Gross Bldg. SF	Location	Building Size	Quality/ Cond/ Appeal	FAR/Lot Coverage/ Parking	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1	777 W Lantana Road	3,440	$383.24	0%	0%	5%	-5%	0%	-10%	0%	0%	-15%	$342.04
Jul-22	Lantana			$383.24	$383.24	$402.40							
2	1622 N Federal Highway	3,404	$277.32	0%	0%	5%	10%	0%	-10%	0%	0%	0%	$291.19
Jul-22	Lake Worth Beach			$277.32	$277.32	$291.19							
3	101 John F. Kennedy Drive	6,718	$372.13	0%	0%	0%	-5%	5%	-10%	0%	0%	-10%	$334.92
Feb-23	Atlantis			$372.13	$372.13	$372.13							
4	3731 Lake Worth Road	4,982	$424.53	0%	0%	0%	-10%	0%	-10%	0%	0%	-20%	$339.62
May-23	Palm Springs			$424.53	$424.53	$424.53							
5	323 W Lantana Road	12,320	$302.76	0%	0%	0%	-5%	10%	-15%	0%	0%	-10%	$272.48
Feb-24	Lantana			$302.76	$302.76	$302.76							
6	3711-3713 S Congress Avenue	14,600	$313.36	0%	0%	0%	-5%	10%	-10%	0%	0%	-5%	$297.69
Apr-24	Palm Springs			$313.36	$313.36	$313.36							
Subj.	3401 2nd Avenue North	3,575	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Jul-24	Palm Springs												

Conclusion

Considering all of these differences, we developed the preceding quantitative comparison table listing the sales as they compare to the subject property, based on a price per square foot of building. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly $277.32 to $424.52 per square foot of building area. The preceding quantitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of building area to be from $272.48 to $342.04 with a mean of $312.99. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of building area for the subject property of $315 as of July 15, 2024. Total value is calculated as follows:

3,575 Square Feet @ $315 per Square Foot (Improved Portion on ~18,000 SF Land) =	$1,126,125
Rounded To:	
MARKET VALUE VIA SALES COMPARISON:	$1,125,000
Add Value of Surplus Land Area of 31,292 SF (From Cost Approach)	$ 785,000
Total Value Indication by the Sales Comparison Approach:	**$1,910,000**

CORRELATION AND FINAL VALUE OPINION

Value via Cost Approach:	$1,895,000
Value via Income Capitalization Approach:	N/A
Value via Sales Comparison Approach:	$1,910,000

The cost approach to value utilized comparable land sales and produced a land value conclusion by using an adequate amount of reliable land sales. These sales are good indicators of land value for the subject. The estimated costs of construction were taken from a nationally recognized cost estimating guide, Marshall Valuation. The strengths of this approach lie in the similar land sales data and the fact that the building is of typical construction quality for the market with a logically supportable estimate of depreciation from the current condition which we have documented and recorded in the attached photos.

The sales comparison approach to value is a good indicator of value when there is an active market and there are sales for comparison to the subject property. The sales data used within this approach was highly similar and in nearby submarkets making the value indication highly reliable. This approach reflects what buyers and sellers are actually doing in the open market and is typically given more weight by owner users.

In the final analysis, consideration was given to both the sales comparison approach and the cost approach. It is concluded that the market value of the fee simple estate interest for the subject property, as of July 15, 2024 was:

ONE MILLION NINE HUNDRED THOUSAND DOLLARS
($1,900,000)

PARTNER
Engineering and Science, Inc.

More Than Just Assessments.
Solutions.



PRE-RENOVATION ASBESTOS SURVEY REPORT

New Village
3401 2nd Avenue North
Palm Springs, Florida 33461

Report Date
November 4, 2024

Partner Asbestos Business Organization No.
ZA522

Partner Project No.
24-460411.2

Prepared for:
Village of Palm Springs
Palm Springs, Florida 33461

Building Science | Environmental Consulting | Construction & Development | Energy & Sustainability

PARTNER

November 4, 2024

Mr. Felipe Lofaso
Village of Palm Springs
2400 Kirk Road
Palm Springs, Florida 33461
Email: FLofaso@VPSFL.org

Subject: **Pre-Renovation Asbestos Survey Report**
New Village
3401 2nd Avenue North
Palm Springs, Florida 33461
Partner Project No. 24-460411.2
Asbestos Business Organization License No. ZA522

Dear Mr. Lofaso:

Partner Engineering and Science, Inc. (Partner) is pleased to provide the Pre-Renovation Asbestos Survey Report of the abovementioned address (the "Subject Property"). Partner's survey included a site reconnaissance and was performed in general conformance with AHERA and NESHAP standards as well as the scope and limitations as detailed in our fee proposal.

The purpose of this survey was to locate, identify, assess, and quantify suspect asbestos containing materials (ACMs) in the building for scheduled/proposed renovation. Partner was not provided with specific renovation plans. This survey included material sampling and laboratory analysis. This assessment was performed utilizing methods and procedures consistent with good commercial or customary practices designed to conform to acceptable industry standards. The independent conclusions presented herein are based upon existing conditions and the information and data available to us during the course of this assignment.

We appreciate the opportunity to provide industrial hygiene services to the Village of Palm Springs. If you have any questions concerning this report, or if we can assist you in any other matter, please contact me at (561) 420-9869 or SSnyder@PartnerESI.com.

Sincerely,

Partner Engineering and Science, Inc.

Steven Snyder
Relationship Manager

EXECUTIVE SUMMARY

Partner presents our report for this Pre-Renovation Asbestos Containing Material (ACM) Survey of New Village located at 3401 2nd Avenue North, Palm Springs, Florida. The survey was performed in general conformance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation.

During this survey, twenty-five (25) samples of suspect ACM were collected for laboratory analysis. The building materials which were observed onsite yet are not considered to be suspect ACM by the Environmental Protection Agency (EPA); therefore, were not sampled include: glass, metal (i.e., grid for suspended ceiling system, metal foil wrapped fiberglass duct insulation, bare metal conduit,), and wood.

Asbestos was not detected in the materials sampled.

If suspect ACM(s) not characterized in this report are encountered during demolition activities, work potentially disturbing the material(s) must stop. The uncharacterized suspect ACM must be assumed to be ACM and handled accordingly pending the completion of additional sampling and laboratory analysis.

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1.2 Purpose and Scope 1
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3.1 Analytical Results / Conclusions 3
3.2 Recommendations 3
4.0 LIMITING CONDITIONS 4
5.0 SIGNATURES OF PROFESSIONALS 5

Appendices

Appendix A: Table 1 – Analytical Results
Appendix B: Definitions
Appendix C: Sample Location Diagram
Appendix D: Certifications & Licenses
Appendix E: Photographic Documentation
Appendix F: Laboratory Analysis and Chain of Custody

1.0 INTRODUCTION

1.1 Subject Property Description

Address:	3401 2nd Avenue North, Palm Springs, Florida 33461
Nature of Use:	Vacant
Number of Buildings:	1
Number of Floors:	1
Construction Date:	1980
Square Footage:	3,575
Surveyed By / Certification Number:	Alyson Nunziato, Inspector / Certification Number: R24-1283-AI-O, expiration date: October 11, 2025
Assessment Date / Time:	October 18, 2024 / 10:00 AM

1.2 Purpose and Scope

The survey was performed at the Subject Property due to a planned/proposed acquisition and renovation/demolition of the structure. U.S. Environmental Protection Agency (EPA) regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers and other hazardous air pollutants to the atmosphere during renovation or demolition activities. Asbestos NESHAP requires the identification, classification, and quantification of potentially regulated asbestos-containing materials prior to planned disturbances.

The purpose of this survey was to investigate suspect asbestos in building materials. Partner was not provided with renovation plans; however, the interior of the building was partially gutted. Asbestos may be present, and additional sampling may or will be warranted to comply with regulatory requirements if suspect materials are identified during construction that were not accessible or identified during this survey.

Additional services such as the interview of property management and maintenance personnel, tenants, review of prior reports, regulatory records, evaluation of compliance, risk assessment, and the development of abatement specifications are excluded from the scope of services, along with other activities not expressly identified herein. No destructive demolition or product research was performed in attempts to reveal material compositions.

2.0 METHODOLOGY

Provided below is a summary of the methodologies used during the Pre-Renovation Asbestos Survey performed at the Subject Property. The methodology is in general conformance with U.S. EPA Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763.

Partner performed a visual inspection of building materials to identify, classify and evaluate the condition of homogenous areas of suspect ACM. The exterior finish was stucco. The roof was observed to consist of asphalt shingles. The interior was partially gutted, and drywall remnants and CMU walls, concrete flooring, and wood ceiling deck remained. There was no fill within the CMU walls. A summary of the homogeneous areas identified during the survey and the condition of the ACM, if any, comprising these areas is provided in **Table 1** within **Appendix A**.

During this survey, 25 samples of suspect ACM were collected for laboratory analysis. Sampled materials were analyzed using the Polarized Light Microscopy (PLM) method in accordance with the U.S. EPA Method 600/R-93/116 for Determination of Asbestos in Bulk Building Materials. The samples were analyzed by PLM, visual estimation method, at Eurofins EPK Built Environmental Testing, LLC, which is accredited by the American Industrial Hygiene Association (AIHA) and the National Volunteer Laboratory Accreditation Program (NVLAP).

3.0 ANALYTICAL RESULTS / CONCLUSIONS AND RECOMMENDATIONS

The analytical results for the suspect materials sampled are listed in **Table 1** of **Appendix A**. The full laboratory report and chain of custody are included in **Appendix F**. Sample locations are depicted on the diagram included in **Appendix C**.

Documentation of the laboratory results should be retained as a reference for the suspect ACM identified within this report.

3.1 Analytical Results / Conclusions

Asbestos was not detected in the materials sampled.

3.2 Recommendations

Based on the observations onsite, the noted limitations and the analytical results, Partner has the following recommendations:

If suspect ACM(s) not characterized in this report are encountered during construction activities, work potentially disturbing the material(s) must stop. The uncharacterized suspect ACM must be assumed to be ACM and handled accordingly pending the completion of additional sampling and laboratory analysis.

Asbestos may be present, and additional sampling may or will be warranted if suspect materials are identified during construction that were not accessible or identified during this survey, in accordance with U.S. EPA regulation 40 CFR Part 61, Subpart M (NESHAP), OSHA 29 CFR 1926.1101 (Asbestos in Construction Standard), and any state or local requirements.

4.0 LIMITING CONDITIONS

This work is not intended as a specification for asbestos abatement or to otherwise support bidding for or completion of maintenance, abatement, removal or replacement activities. Quantification of the exact quantities of materials is beyond the scope of this survey. Any quantities of ACM listed are estimates only and should be confirmed by the user.

Partner and its subcontractor, and their employees/representatives bear no responsibility for the actual condition of the structure or safety of this site pertaining to asbestos and/or asbestos contamination regardless of the actions taken by the survey team or the client.

The performance of this survey was limited by the following conditions:

- Sidewalk concrete and parking lot asphalt were not included in the scope of work.

Sampling was performed utilizing methods and procedures consistent with good commercial or customary practices.

Partner subcontracted with Eurofins EPK Built Environmental Testing, LLC to perform the asbestos analysis. No warranties expressed or implied, are made by Partner or its subcontractor Eurofins EPK Built Environmental Testing, LLC or their employees as to the use of any information, apparatus, product or process disclosed in this report. Every reasonable effort has been made to assure correctness.

The services consist of professional opinions and recommendations made in accordance with generally accepted engineering principles/practices. These services were designed to provide an analytical tool to assist the client. Partner and its subcontractor Eurofins EPK Built Environmental Testing, LLC and their employees/representatives bear no responsibility for the actual condition of the structure or safety of this site pertaining to asbestos and/or asbestos contamination regardless of the actions taken by the survey team or the client.

5.0 SIGNATURES OF PROFESSIONALS

Partner has performed an asbestos survey of the building on the property at 3401 2nd Avenue North, Palm Springs, Florida in general conformance with the scope and limitations of the protocol and the limitations stated earlier in this report. Exceptions to or deletions from this protocol are discussed earlier in this report.

Prepared By:



Alyson Nunziato
Asbestos Inspector
Certification Number: R24-1283-AI-O

In accordance with Florida Statute Title XXXII, Chapter 469, asbestos activities must be performed under the control and direction of a Florida Department of Business & Professional Regulation Licensed Asbestos Consultant (LAC). The LAC's signature is provided below qualifying the asbestos services.

Reviewed By:



Karen M. Meyer, CIH
Florida Licensed Asbestos Consultant AX033
Florida Asbestos Business Organization ZA522

APPENDIX A: ANALYTICAL RESULTS TABLE

PARTNER

Table 1
ACM Results Table

Project Number: 24-460411.2
New Village
Palm Springs, FL

HA	Sample ID	Material Description	Sample Location	Results	Quantity
A	A-01	Drywall with joint compound	South	NAD	N/A
	A-02		West	NAD	N/A
	A-03		North	NAD	N/A
	A-04		South	NAD	N/A
	A-05		North	NAD	N/A
B	B-01	Leveling compound	North	NAD	N/A
	B-02		South	NAD	N/A
C	C-01	Ceramic baseboard with mastic and grout	South	NAD	N/A
	C-02		South	NAD	N/A
D	D-01	Fiberglass paper wrap	Center	NAD	N/A
	D-02		Center	NAD	N/A
E	E-01	Concrete	Interior	NAD	N/A
	E-02		Exterior	NAD	N/A
F	F-01	Mortar	West	NAD	N/A
	F-02		East	NAD	N/A
G	G-01	Fireproofing	West	NAD	N/A
	G-02		East	NAD	N/A
H	H-01	White window caulk	South	NAD	N/A
	H-02		South	NAD	N/A
I	I-01	Stucco	Exterior South	NAD	N/A
	I-02		Exterior West	NAD	N/A
J	J-01	Black window caulk	Exterior West	NAD	N/A
	J-02		Exterior West	NAD	N/A
K	K-01	Roof shingle	Roof	NAD	N/A
	K-02		Roof	NAD	N/A

ND = Non-Detect for Asbestos
VFT = Vinyl Floor Tile
CT = Ceiling Tile

APPENDIX B: DEFINITIONS

Asbestos-Containing Materials (ACM)

Federal and Florida regulations define ACM as any material containing more than one percent (1%) asbestos.

According to the USEPA regulation 40 CFR 61, Subpart M NESHAP definition, a friable asbestos material means any material containing more than 1 percent asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content of a friable material is less than 10 percent as determined by a method other than point counting by PLM, verify the asbestos content by point counting using PLM or TEM or treat as ACM.

Suspect ACM

A material which has been historically found to contain asbestos which was observed but not tested. Suspect material must be assumed to contain asbestos until laboratory analysis can confirm the asbestos content.

Classification

ACM is typically classified as surfacing, thermal systems insulation, or miscellaneous, as defined below:

> Surfacing - Material that is sprayed-on, troweled-on or otherwise applied to surfaces. Examples include acoustical plaster on ceilings, fireproofing on structural members, or similar applications for acoustical, fireproofing, and other purposes.
>
> Thermal Systems Insulation – Materials applied to pipes, fittings, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.
>
> Miscellaneous – All other materials including flooring, mastics, caulking, etc.

Evaluation of Condition

A visual and tactile assessment of the condition of ACM is useful in deciding how to manage those materials. The ACM most likely to release asbestos fibers are those which are in a friable state. The definition of friable is any material, when dry, that is capable of being crumbled, pulverized, or reduced to powder by hand pressure (AHERA). Non-friable asbestos materials containing cement or asphaltic binder may become friable and release fibers if exposed to actions such as abrasion, drilling, cutting, fracturing, or hammering. Non-friable asbestos materials do not typically pose a significant exposure risk if they remain in good condition and are not disturbed. During renovation activities or when subject to abrasive action, non-friable materials may become friable and thus may pose an exposure risk.

U.S. EPA AHERA protocols were used in the evaluation of the condition of observed materials. The condition of materials was based upon observations at the time of the assessment and was independent of the friable or non-friable nature of the materials.

- Good condition = 1% or less damage for both distributed and localized damage.
- Damaged = >1% to 10% damage if distributed or >1% to 25% damage if localized.
- Significantly Damaged= >10% damage if distributed or >25% damage if localized.

Homogenous Areas

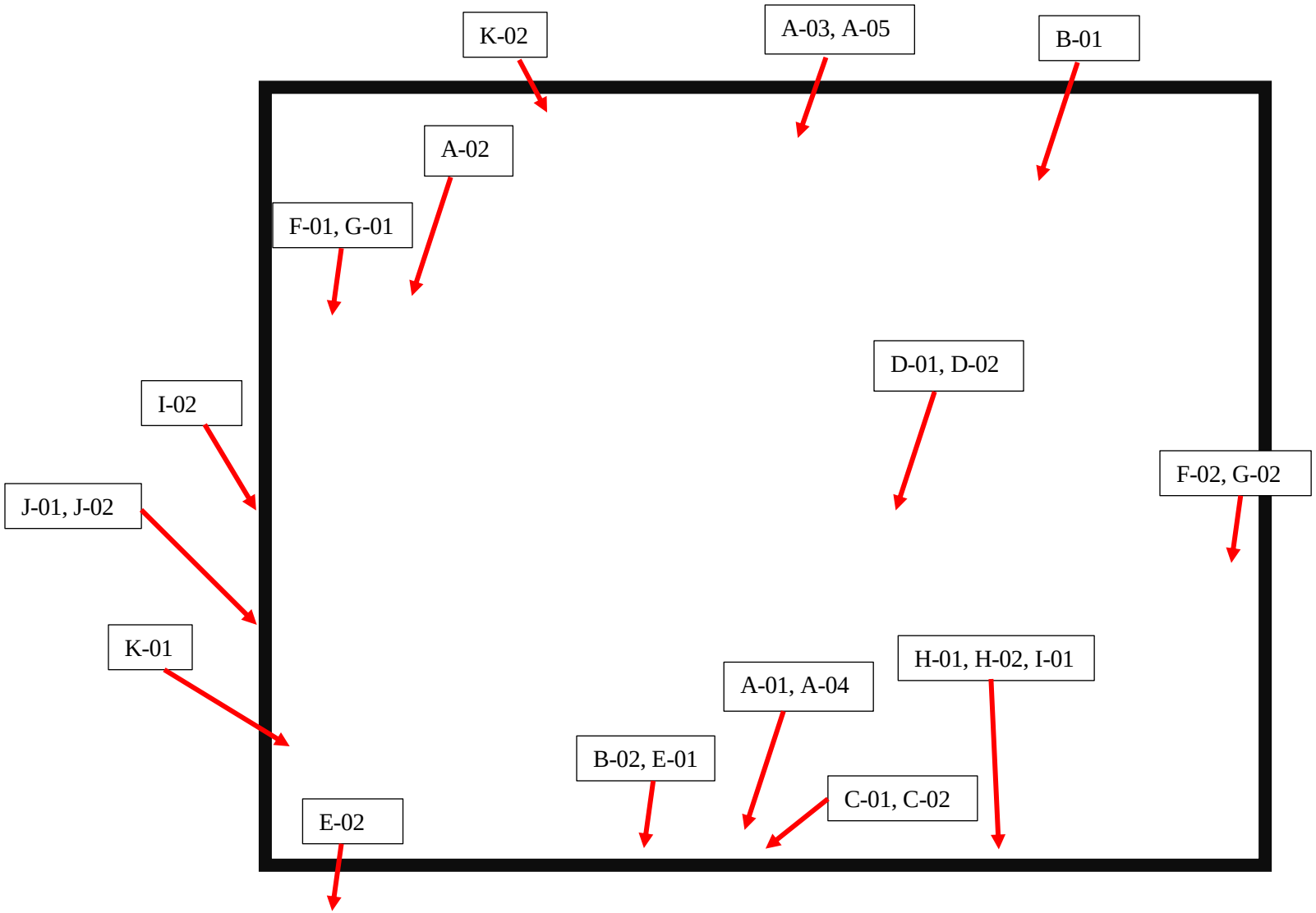
The US EPA defines a homogeneous area (HA) as "*an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture*" (40 CFR 763). If asbestos is identified in any samples from a homogeneous area, the entire homogeneous area is considered to contain asbestos. The number of samples required per HA to determine if that HA is a non-ACM is outlined in 40 CFR §763.86 *Sampling*.

NESHAP Categorization

If a sampled material is confirmed to be asbestos-containing or is assumed to be ACM by the accredited inspector, that material will be categorized according to material type, friability, and quantity. The Asbestos NESHAP (40 CFR 61, Subpart M) defines confirmed or suspect ACMs in three (3) categories: Regulated Asbestos-Containing Material (RACM), Category I ACM, or Category II non-friable ACM.

- RACM - Friable ACM; Category I non-friable ACM that has become friable; Category I ACM that will be or has been subjected to sanding, grinding, cutting or abrading; or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of renovation/demolition operations regulated by the Asbestos NESHAP regulation, in quantities greater than 160 square feet, 260 linear feet, or 35 cubic feet.
- Category I Non-Friable - ACM packings, gaskets, resilient floor covering and asphalt roofing.
- Category II Non-Friable - Any other non-friable ACM material that is not Category I Non-Friable which when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure (example: asbestos cement products).

APPENDIX C: SAMPLE LOCATION DIAGRAM



Not To Scale

Key:
● = non ACM Sample Location

N

APPENDIX C: SAMPLE LOCATION DIAGRAM

Project No. 24-460411.2

PARTNER

APPENDIX D: CERTIFICATIONS & LICENSES

CHC Training, LLC. is now BetterCertify, LLC. (Effect. 5/1/2024)

BetterCertify
Certification & Compliance Solutions
www.bettercertify.com
303.412.6360
855.60.CERTIFY

1775 West 55th Avenue
Denver, Colorado 80221
United States of America

Certificate of Achievement

This certificate is awarded to:

Alyson Nunziato

In recognition of satisfactory completion of the EPA-approved annual asbestos refresher training (online-asynchronous) provided in accordance with the Model Accreditation Plan (MAP) (40 CFR Part 763, Subpart E, Appendix C) and AHERA (Subchapter II) of the Toxic Substances Control Act (TSCA) entitled:

Building Inspector

Course Completion Date: October 11, 2024
Examination Date: October 11, 2024
Expiration Date: October 11, 2025
Course Hours: 4.0

Verify Credential

Danaya N. Wilson
CEO & Training Program Manager

Credential License ID:
118274527

BetterCertify
Compliance
Quality Safety
Accredited Alumni
Est. 2007

Aaron I. Hix
Instructor

Certificate No.:
R24-1283-AI-O

Renew Credential

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

MEYER, KAREN M

300 AVENUE OF THE CHAMPIONS
PARTNER ENGINEERING
SUITE 160
PALM BEACH GARDENS FL 33418

LICENSE NUMBER: AX0000033

EXPIRATION DATE: NOVEMBER 30, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

PARTNER ASSESSMENT CORPORATION

PARTNER ENGINEERING AND SCIENCE, INC.
307 CRANES ROOST BLVD, SUITE 2050
ALTAMONTE SPRINGS FL 32701-3441

LICENSE NUMBER: ZA522

EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 10/10/2023

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United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200738-0

Eurofins EMLab P&K

Fort Lauderdale, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2024-01-01 through 2024-12-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

APPENDIX E: PHOTOGRAPHIC DOCUMENTATION



1. View of HA A: Drywall with joint compound



2. View of HA B: Leveling compound



3. View of HA C: Ceramic baseboard with mastic and grout



4. View of HA D: Fiberglass paper wrap



5. View of HA E: Concrete



6. View of HA F: Mortar



7. View of HA G: Fireproofing



8. View of HA H: White window caulk



9. View of HA I: Stucco



10. View of HA J: Black window caulk



11. View of HA K: Roof shingle

APPENDIX F: LABORATORY REPORT & CHAIN OF CUSTODY

eurofins | Built Environment Testing

PARTNER Engineering and Science, Inc.

Report for:

Andrew Franklin
Partner Engineering & Science Inc. - Florida
300 Avenue of the Champions
Suite 160
Palm Beach Gardens, FL 33418

Regarding: Eurofins EPK Built Environment Testing, LLC
Project: 24-460411.2; New Village
EML ID: 3823977

Approved by:



Approved Signatory
Balu Krishnan

Dates of Analysis:
Asbestos PLM: 10-23-2024

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 200738-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

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6340 NW 5th Way, Ft. Lauderdale, FL 33309
(866) 871-1984 www.eurofinsus.com/Built

Client: Partner Engineering & Science Inc. - Florida
C/O: Andrew Franklin
Re: 24-460411.2; New Village

Date of Submittal: 10-18-2024
Date of Receipt: 10-21-2024
Date of Report: 10-23-2024

ASBESTOS PLM REPORT

Location: A-01, Drywall W/ Joint Compound

Lab ID-Version‡: 18891040-1

Sample Layers	Asbestos Content
White Joint Compound /Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: A-02, Drywall W/ Joint Compound

Lab ID-Version‡: 18891041-1

Sample Layers	Asbestos Content
White Joint Compound /Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: A-03, Drywall W/ Joint Compound

Lab ID-Version‡: 18891042-1

Sample Layers	Asbestos Content
White Joint Compound /Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: A-04, Drywall W/ Joint Compound

Lab ID-Version‡: 18891043-1

Sample Layers	Asbestos Content
White Joint Compound /Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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ASBESTOS PLM REPORT

Location: A-05, Drywall W/ Joint Compound

Lab ID-Version‡: 18891044-1

Sample Layers	Asbestos Content
White Texture with Paint	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: B-01, Leveling Compound

Lab ID-Version‡: 18891045-1

Sample Layers	Asbestos Content
White Leveling Compound	ND
Sample Composite Homogeneity:	Good

Location: B-02, Leveling Compound

Lab ID-Version‡: 18891046-1

Sample Layers	Asbestos Content
White Leveling Compound	ND
Sample Composite Homogeneity:	Good

Location: C-01, Ceramic Base Board W/ Mastic and Grout

Lab ID-Version‡: 18891047-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
Gray Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Good

Location: C-02, Ceramic Base Board W/ Mastic and Grout

Lab ID-Version‡: 18891048-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
Gray Grout	ND
White Mastic	ND
White Thinset	ND
Sample Composite Homogeneity:	Good

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Re: 24-460411.2; New Village

Date of Submittal: 10-18-2024
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ASBESTOS PLM REPORT

Location: D-01, Fiberglass Paper wrap Lab ID-Version‡: 18891049-1

Sample Layers	Asbestos Content
Brown Paper	ND
Black Adhesive	ND
Yellow Insulation	ND
Composite Non-Asbestos Content:	60% Cellulose 30% Mineral Wool
Sample Composite Homogeneity:	Good

Location: D-02, Fiberglass Paper wrap Lab ID-Version‡: 18891050-1

Sample Layers	Asbestos Content
Brown Paper	ND
Black Adhesive	ND
Yellow Insulation	ND
Composite Non-Asbestos Content:	80% Cellulose 10% Mineral Wool
Sample Composite Homogeneity:	Good

Location: E-01, Concrete Lab ID-Version‡: 18891051-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

Location: E-02, Concrete Lab ID-Version‡: 18891052-1

Sample Layers	Asbestos Content
Gray Concrete	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: F-01, Mortar Lab ID-Version‡: 18891053-1

Sample Layers	Asbestos Content
Gray Mortar	ND
Sample Composite Homogeneity:	Good

Location: F-02, Mortar Lab ID-Version‡: 18891054-1

Sample Layers	Asbestos Content
Gray Mortar	ND
Sample Composite Homogeneity:	Good

Location: G-01, Fireproofing Lab ID-Version‡: 18891055-1

Sample Layers	Asbestos Content
Gray Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

Location: G-02, Fireproofing Lab ID-Version‡: 18891056-1

Sample Layers	Asbestos Content
Gray Fireproofing	ND
Composite Non-Asbestos Content:	90% Cellulose
Sample Composite Homogeneity:	Good

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C/O: Andrew Franklin
Re: 24-460411.2; New Village

Date of Submittal: 10-18-2024
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ASBESTOS PLM REPORT

Location: H-01, White Window Caulking Lab ID-Version‡: 18891057-1

Sample Layers	Asbestos Content
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: H-02, White Window Caulking Lab ID-Version‡: 18891058-1

Sample Layers	Asbestos Content
White Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: I-01, Stucco Lab ID-Version‡: 18891059-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Sample Composite Homogeneity:	Good

Location: I-02, Stucco Lab ID-Version‡: 18891060-1

Sample Layers	Asbestos Content
White Stucco with Paint	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: J-01, Black Window Caulking Lab ID-Version‡: 18891061-1

Sample Layers	Asbestos Content
Black Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: J-02, Black Window Caulking Lab ID-Version‡: 18891062-1

Sample Layers	Asbestos Content
Black Caulk with Paint	ND
Sample Composite Homogeneity:	Good

Location: K-01, Roof Shingle Lab ID-Version‡: 18891063-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Composite Non-Asbestos Content:	5% Glass Fibers
Sample Composite Homogeneity:	Good

Location: K-02, Roof Shingle Lab ID-Version‡: 18891064-1

Sample Layers	Asbestos Content
Black Roofing Shingle	ND
Composite Non-Asbestos Content:	5% Glass Fibers
Sample Composite Homogeneity:	Good

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C/O: Andrew Franklin
Re: 24-460411.2; New Village

Date of Submittal: 10-18-2024
Date of Receipt: 10-21-2024
Date of Report: 10-23-2024

ASBESTOS PLM REPORT

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Orestes Mendez

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AEML

6340 NW 5th Way, Fort Lauderdale, FL 33309
Phone: 954-333-8149 Fax: 954-333-8151
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CHAIN OF CUSTODY 003823977

Project # / Job #: 24-460411.2

Page _____ of _____

Company: PARTNER ENGINEERING AND SCIENCE		Sampled By: Jacob Dughman (196787)	Payment Type: ☒ On Account ☐ Credit Card ☐ Check
Contact Name: Charlotte Thomas, Andrew Franklin		Project/Site Name: New Village	Credit Card #:
Address: 300 Ave of the Champions, Suite 160		3401 2nd Avenue North Palm Springs, FL 33461	CVV: / Exp. Date: __/__
City: Palm Beach Gardens	State: FL / Zip: 33418	Project #: 24-460411.2	Name on Card (Print):
Phone #: (561) 531-3925 / (561) 2(	Fax #:	P.O. #:	Signature:
E-mail: cthomas@partneresi.com; afranklin@parternesi.c			

Sample Type: A = Air W = Water T = Tape S = Swab B = Bulk

Turn Around Time (Rush charges may apply) Standard _____ Other _____

Sample #:	Sample Identification	Date	Sample Type	Volume (Air)	Area (Swabs)	A001	S001	T001	A002	S002	T002					For Lab Use Only Sample Numbers
	See attached	10/18	Bulk													

Special Instructions/Requirements:

Date	Time	Relinquished By	Company	Received By	Company	Good Condition
10/18/2024	2:32	Jacob Dughman	Partneresi		10/21/24	Yes No
					1044	Yes No
						Yes No

Analysis performed is subject to Eurofins EPK Built Environment Testing, LLC - AEML Standard Terms and Conditions unless otherwise specified by contract between client and Eurofins AEML.



SAMPLE ID#	MATERIAL	LOCATION	TEST
A-01	Drywall w/ Joint Compound	South	PLM
A-02		West	PLM
A-03		North	PLM
A-04		South	PLM
A-05		North	PLM
B-01	Leveling Compound	North	PLM
B-02		South	PLM
C-01	Ceramic Base Board w/ Mastic and Grout	North	PLM
C-02			PLM
D-01	Fiberglass Paper Wrap	Center	PLM
D-02			PLM
E-01	Concrete	Interior	PLM
E-02		Exterior	PLM
F-01	Mortar	West	PLM
F-02		East	PLM
G-01	Fireproofing	West	PLM
G-02		East	PLM
H-01	White Window Caulking	South	PLM
H-02			PLM
I-01	Stucco	Exterior South	PLM
I-02		Exterior West	PLM
J-01	Black Window Caulking	Exterior	PLM
J-02			PLM
K-01	Roof Shingle	Roof	PLM
K-02			PLM

AP 10/21/24
10:45

PARTNER
Engineering and Science, Inc.

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PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

New Village

3401 2nd Avenue North
Palm Springs, Florida 33461

Report Date
November 4, 2024

Site Inspection Date
October 18, 2024

Partner Project No.
24-460411.1

Prepared for:
Village of Palm Springs
2400 Kirk Road
Palm Springs, Florida 33461

Building Science | Environmental Consulting | Construction & Development | Energy & Sustainability

PARTNER

November 4, 2024

Mr. Felipe Lofaso
Village of Palm Springs
2400 Kirk Road
Palm Springs, Florida 33461

Subject: **Phase I Environmental Site Assessment**
New Village
3401 2nd Avenue North
Palm Springs, Florida 33461
Partner Project No. 24-460411.1

Dear Mr. Lofaso:

Partner Engineering and Science, Inc. (Partner) is pleased to provide this Phase I Environmental Site Assessment (Phase I ESA) report of the abovementioned address (the "subject property"). This assessment was performed in conformance with the scope and limitations as detailed in the ASTM Practice E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and Client Agreement.

This assessment included a site reconnaissance as well as research and interviews with representatives of the public, property ownership, site manager, and regulatory agencies. An assessment was made, conclusions stated, and recommendations outlined.

We appreciate your trust in Partner and the opportunity to provide environmental services to you. If you have any questions concerning this report, or if we can assist you in any other matter, please contact me at (561) 420-9869 or SSnyder@PArtnerESI.com.

Sincerely,

Steven Snyder
Operations Manager

EXECUTIVE SUMMARY

Partner Engineering and Science, Inc. (Partner) has performed a Phase I Environmental Site Assessment (ESA) in accordance with the scope of work and limitations of ASTM Practice E1527-21, the Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312) and set forth by Village of Palm Springs for the property located at 3401 2nd Avenue North in Palm Springs, Palm Beach County, Florida (the "subject property"). The Phase I Environmental Site Assessment is designed to provide Village of Palm Springs with an assessment concerning environmental conditions (limited to those issues identified in the report) as they exist at the subject property.

Property Description

The subject property is located on the north side of 2nd Avenue North and east side of Davis Road within a mixed residential and commercial area of Palm Beach County. Please refer to the table below for a further description of the subject property:

SUBJECT PROPERTY DATA

Address:	3401 2nd Avenue North, Palm Springs, Florida
Additional Current Addresses:	None Identified
Historical Addresses:	None Identified
Parcel Number:	70-43-44-19-20-058-0110
Property Use:	Commercial - former veterinary office
Land Acreage (Ac):	1.13
Number of Buildings:	One
Number of Floors:	One
Gross Building Area (SF):	3,575
Date of Construction:	1980
Type of Construction:	Concrete slab on grade foundation, reinforced concrete block superstructure, pitched shingle roofing, painted stucco exterior
Current Tenants:	Unoccupied, most recently utilized as a veterinary office
Site Assessment Performed By:	Melanie Furman of Partner
Site Assessment Conducted On:	October 18, 2024
Regulatory Radius Report Date:	October 14, 2024
FOIA Request Date:	October 11,2024
Report Date:	November 4, 2024

The subject property is currently unoccupied, most recently utilized as a veterinary office. There are no onsite operations at present beyond routine property and building maintenance. In addition to the current structure, the subject property is also improved with concrete-paved parking areas, stormwater drainage features, and associated landscaping.

According to available historical sources, the subject property was formerly undeveloped as early as 1940 and was developed with the current structure in 1980. Tenants on the subject property have included various veterinary offices since circa 1990.

The adjoining properties are tabulated below:

ADJOINING PROPERTIES

Direction	Land Use/Occupant
North:	Stormwater retention pond
East:	Faith Hope Love Property (3395 2nd Avenue)
Southeast:	2nd Avenue North, followed by multi-family residences (3392 2nd Avenue North)
South:	2nd Avenue North, followed by Palm Beach County Fire Rescue Station 31 (3400 2nd Avenue North) and Frenchie's Bar (3476 2nd Avenue North)
Southwest:	Intersection of 2nd Avenue and Davis Road, followed by All American Trailer Connection (3531 Lake Worth Road)
West:	Davis Road, followed by vacant commercial land (3475 2nd Avenue North) and Palm Beach County Association of the Deaf (3901 Davis Road)
Northwest:	Vacant commercial land and single-family homes (3830, 3842, 3854 Davis Road)

According to available regional data obtained from the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD), depth to shallow groundwater in the vicinity of the subject property is anticipated between 4-6 feet below land surface (bls). Groundwater is presumed to flow toward the adjoining northern/northeastern stormwater retention pond.

Findings and Opinions

Recognized Environmental Condition

A recognized environmental condition (REC) refers to the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

- Partner did not identify any RECs during the course of this assessment.

Controlled Recognized Environmental Condition

A controlled recognized environmental condition (CREC) refers to a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous

substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, activity and use limitations or other property use limitations).

- Partner did not identify any CRECs during the course of this assessment.

Historical Recognized Environmental Condition

A historical recognized environmental condition (HREC) refers to a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).

- Partner did not identify any HRECs during the course of this assessment.

Business Environmental Risk

A Business Environmental Risk (BER) is a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated in this practice.

- Partner did not identify any BERs during the course of this assessment.

Significant Data Gaps

No significant data gaps affecting the ability of the Environmental Professional to identify a REC were encountered during this assessment.

Conclusions and Recommendations

Partner has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of 3401 2nd Avenue North in Palm Springs, Palm Beach County, Florida (the "subject property"). Any exceptions to, or deletions from, this practice are described in Section 1.5 of this report.

This assessment has revealed no evidence of RECs, CRECs, HRECs, or BERs in connection with the subject property. Based on the conclusions of this assessment, Partner recommends no further investigation of the subject property at this time.

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APPENDICES

Appendix A: Site Photographs
Appendix B: Historical and Supporting Documentation
Appendix C: Regulatory Database Report and Physical Setting Report
Appendix D: Qualifications and Certificate of Insurance

ACRONYM LIST

Ac	Acre
AAI	All Appropriate Inquiries
AMSD	Approximate Minimum Search Distance
AOC	Area of Concern
ACM	Asbestos Containing Material
APN	Assessor Parcel Number
AST	Aboveground Storage Tank
AUL	Activity and Use Limitation
AIRS	Aerometric Information Retrieval System
AFS	Air Facility System
ALT FUELS	Alternate Fueling Stations
ASTM	American Society for Testing and Materials
BGS	Below Ground Surface
BER	Business Environmental Risk
BRS	EPA Biennial Reporting System
COC	Chemical of Concern
CREC	Controlled Recognized Environmental Condition
CDL	Clandestine Drug Lab
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESQG	Conditionally Exempt Small Quantity Generator
CORRACTS	RCRA Corrective Action Sites
ERIS	Environmental Risk Information Services
ERNS	Emergency Response Notification System
ECHO	Enforcement and Compliance History Online
FRP	Fiberglass Reinforced Plastic
FIM	Fire Insurance Map
FOIA	Freedom of Information Action
FINDS	Facility Index Database System
FRS	Facility Registry Service
FRP	Facility Response Plan
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FUDS	Formally Used Defense Site
FTTS	FIFRA/TSCA Tracking System
FTTS INSP	Inspection Case Listing
FUSRAP	Formerly Utilized Sites Remedial Action Program
FEMA	Federal Emergency Management Agency
HUD	U.S. Department of Housing and Urban Development
HSWA	Hazardous and Solid Waste Amendments
HVAC	Heating, Ventilation and Air Conditioning
HREC	Historical Recognized Environmental Condition
IODI	Open Dumps on Indian Lands
IHW	Industrial Hazardous Waste
IC/EC or INST/ENG	Institutional Control/Engineering Control
ICIS	Integrated Compliance Information System
LUCIS	Land Use Control Information System U.S. Department of the Navy
LQG	Large Quantity Generator
LPST	Leaking Petroleum Storage Tank
LST	Leaking Storage Tank

LUST	Leaking Underground Storage Tank
LBP	Lead-Based Paint
MSL	Mean Sea Level
MMMP	Mold, Moisture, and Mitigation Plan
MGP	Manufactured Gas Plant
MINES	Mines Master Index File
MLTS	Material Licensing Tracking System
HMIRS	Hazardous Materials Information Reporting System
MRDS	Mineral Resource Data System
NPL	National Priorities List
NCDL	National Clandestine Drug Labs
NPDES	National Pollutant Discharge Elimination System
NFRAP	No Further Remedial Action Planned
NonGen	Non Generator
NonGen/NLR	Non Generator/No Longer Regulated
ND	None Detected
NESHAP	National Emission Standards for Hazardous Air Pollutants
NWI	National Wetlands Inventory
NFA	No Further Action
N/A	Not Applicable
NOV	Notice of Violation
NTC	Notice To Comply
NRC	Nuclear Regulatory Commission
ODI	Inventory of Open Dumps
OWS	Oil-Water Separator
OSHA	Occupational Safety and Health Administration
O&M	Operations and Maintenance
PTO	Permit to Operate
Phase I ESA	Phase I Environmental Site Assessment
pCi/L	picoCuries per Liter
PHMSA	Pipeline and Hazardous Materials Safety Administration
PCB	Polychlorinated Biphenyl
PACM	Presumed Asbestos Containing Material
PFAS	Perfluoroalkyl and Polyfluoroalkyl Substances
PFOA	perfluorooctanoic acid
PFOS	Perfluorooctane sulfonic acid
REFN	Petroleum Refineries
PRP	Potentially Responsible Party
PST	Petroleum Storage Tank
ROD	Record of Decision
RGA	Recovered Government Archive
RCRA	Resource Conservation and Recovery Act
RCRIS	Resource Conservation Recovery Information System
REC	Recognized Environmental Condition
SF	Square Foot/Feet
SSA	Superfund Alternative Agreement
SSTS	Section Seven Tracking System
SQG	Small Quantity Generator
SMCRA	Office of Surface Mining Reclamation and Enforcement
SWF/LF	Solid Waste Facility/Landfill
SWRCY	Solid Waste Recycling Facility

SCRD	State Coalition for the Remediation of Drycleaners
SHWS	State Hazardous Waste Sites
SEMS	Superfund Enterprise Management Site
TANKS	Aboveground and Unregulated Tanks
TRIS	Toxic Chemicals Release Inventory System
TSCA	Toxic Substances Control Act
TSDF	Transfer, Storage and Disposal Facility
USDOE	United States Department of Energy
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
UST	Underground Storage Tank
UIC	Underground Injection Control
VEC	Vapor Encroachment Condition
VSQG	Very Small Quantity Generator
VCP	Voluntary Cleanup Program

1.0 INTRODUCTION

Partner Engineering and Science, Inc. (Partner) has performed a Phase I Environmental Site Assessment (ESA) in conformance with the scope and limitations of ASTM Practice E1527-21 and the Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312) for the property located at 3401 2nd Avenue North in Palm Springs, Palm Beach County, Florida (the "subject property"). Any exceptions to, or deletions from, this scope of work are described in the report.

1.1 Purpose

The purpose of this ESA is to identify existing or potential Recognized Environmental Conditions (as defined by ASTM Standard E1527-21) affecting the subject property that: 1) constitute or result in a material violation or a potential material violation of any applicable environmental law; 2) impose any material constraints on the operation of the subject property or require a material change in the use thereof; 3) require clean-up, remedial action or other response with respect to Hazardous Substances or Petroleum Products on or affecting the subject property under any applicable environmental law; 4) may affect the value of the subject property; and 5) may require specific actions to be performed with regard to such conditions and circumstances. The information contained in the ESA Report will be used by Client to: 1) evaluate its legal and financial liabilities for transactions related to foreclosure, purchase, sale, loan origination, loan workout or seller financing; 2) evaluate the subject property's overall development potential, the associated market value and the impact of applicable laws that restrict financial and other types of assistance for the future development of the subject property; and/or 3) determine whether specific actions are required to be performed prior to the foreclosure, purchase, sale, loan origination, loan workout or seller financing of the subject property.

This ESA was performed to permit the User to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) liability (hereinafter, the "landowner liability protections," or "LLPs"). ASTM Standard E1527-21 constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined at 42 U.S.C. §9601(35)(B).

1.2 Scope of Work

The scope of work for this ESA is in accordance with and to the extent necessary to achieve the goal of the requirements set forth in the ASTM Standard E1527-21. This assessment included: 1) a property and adjoining site reconnaissance; 2) interviews with key personnel; 3) a review of historical sources; 4) a review of regulatory agency records; and 5) a review of a regulatory database report provided by a third-party vendor. Partner contacted local agencies, such as environmental health departments, fire departments and building departments to obtain readily ascertainable information to determine any current and/or former hazardous substances usage, storage and/or releases of hazardous substances on the subject property. Additionally, Partner researched readily available information on the presence of activity and use limitations (AULs) at these agencies. As defined by ASTM E1527-21, AULs include both legal (that is, institutional) and physical (that is, engineering) controls that may include legal or physical restrictions or limitations on the use of, or access to, a site or facility: 1) to reduce or eliminate potential exposure to hazardous substances

or petroleum products in the soil, soil vapor, groundwater, or surface water on the subject property; or 2) to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. These legal or physical restrictions, which may include institutional and/or engineering controls (IC/ECs), are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on a property.

If requested by Client, this report may also include the identification, discussion of, and/or limited sampling of asbestos-containing materials (ACMs), lead-based paint (LBP), mold, and/or radon.

1.3 Limitations

Partner warrants that the findings and conclusions contained herein were accomplished in accordance with the methodologies set forth in the Scope of Work. These methodologies are described as representing good commercial and customary practice for conducting an ESA of a property for the purpose of identifying recognized environmental conditions. There is a possibility that even with the proper application of these methodologies there may exist on the subject property conditions that could not be identified within the scope of the assessment or which were not reasonably identifiable from the available information. Partner believes that the information obtained from the record review and the interviews concerning the subject property is reliable. However, Partner cannot and does not warrant or guarantee that the information provided by these other sources is accurate or complete. The conclusions and findings set forth in this report are strictly limited in time and scope to the date of the evaluations. The conclusions presented in the report are based solely on the services described therein, and not on scientific tasks or procedures beyond the scope of agreed-upon services or the time and budgeting restraints imposed by the Client. No other warranties are implied or expressed.

Some of the information provided in this report is based upon personal interviews, and research of available documents, records, and maps held by the appropriate government and private agencies. This report is subject to the limitations of historical documentation, availability, and accuracy of pertinent records, and the personal recollections of those persons contacted.

This practice does not address requirements of any state or local laws or of any federal laws other than the all appropriate inquiry provisions of the LLPs. Further, this report does not intend to address all of the compliance and safety concerns, if any, associated with the subject property.

Environmental concerns, which are beyond the scope of a Phase I ESA as defined by ASTM include the following: ACMs, LBP, radon, and lead in drinking water. These issues may affect environmental risk at the subject property and may warrant discussion and/or assessment; however, are considered non-scope issues. If specifically requested by the Client, these non-scope issues are discussed in Section 6.3.

1.4 User Reliance

The Village of Palm Springs (herein referred to as Client) engaged Partner to perform this assessment in accordance with an agreement governing the nature, scope and purpose of the work as well as other matters critical to the engagement. All reports, both verbal and written, are for the sole use and benefit of Client. Either verbally or in writing, third parties may come into possession of this report or all or part of the information generated as a result of this work. In the absence of a written agreement with Partner granting such

rights, no third parties shall have rights of recourse or recovery whatsoever under any course of action against Partner, its officers, employees, vendors, successors or assigns. Any such unauthorized user shall be responsible to protect, indemnify and hold Partner, Client and their respective officers, employees, vendors, successors and assigns harmless from any and all claims, damages, losses, liabilities, expenses (including reasonable attorneys' fees) and costs attributable to such Use. Unauthorized use of this report shall constitute acceptance of and commitment to these responsibilities, which shall be irrevocable and shall apply regardless of the cause of action or legal theory pled or asserted. Additional legal penalties may apply.

This report has been completed under specific Terms and Conditions relating to scope, relying parties, limitations of liability, indemnification, dispute resolution, and other factors relevant to any reliance on this report. Any parties relying on this report do so having accepted the Terms and Conditions for which this report was completed. A copy of Partner's standard Terms and Conditions can be found at http://www.partneresi.com/terms-and-conditions.php.

1.5 Limiting Conditions

The findings and conclusions contain all the limitations inherent in these methodologies that are referred to in ASTM Practice E1527-21.

Specific limitations and exceptions to this ESA are more specifically set forth below:

- Partner requested information relative to deed restrictions and environmental liens, a title search, and completion of the AAI User Questionnaire from the Report User. This information was not provided at the time of the assessment. This data gap is not expected to alter the findings of this assessment.
- Partner was unable to determine the property use at five-year intervals, which constitutes a data gap. Except for property tax files and recorded land title records, which were not considered to be sufficiently useful, Partner reviewed all standard historical sources and conducted appropriate interviews. This data gap is not expected to alter the findings of this assessment.
- Partner submitted Freedom of Information Act (FOIA) requests to Palm Beach County Fire Rescue (PBCFR) and Village of Palm Springs for information pertaining to hazardous substances, underground storage tanks, releases, inspection records, etc. for the subject property and/or adjoining properties. As of this writing, these agencies have not responded to Partner's request. Based on information obtained from other historical resources, this limitation is not expected to alter the overall findings of this assessment.
- Interviews with past or current owners, operators and occupants were not reasonably ascertainable and thus constitute a data gap. Based on information obtained from other historical sources, this data gap is not expected to alter the findings of this assessment.

Due to time constraints associated with this report, the Client has requested the report despite the above-listed limitations.

2.0 SITE DESCRIPTION

2.1 Site Location and Legal Description

The subject property at 3401 2nd Avenue North in Palm Springs, Florida is located on the north side of 2nd Avenue North and east side of Davis Road. According to the Palm Beach County Property Appraiser (PBCPA), the subject property is identified by parcel number 70-43-44-19-20-058-0110, which is legally described as "SUB 19-44-43 ELY 320.94 FT OF SLY 382.61 FT OF TR 58 LYG N OF RD (LESS N 208.18 FT OF W 115 FT)". According to the PBCPA, ownership is currently vested in Advanced Global Consulting Firm LLC, since 2017.

Please refer to Figure 1: Site Location Map, Figure 2: Site Plan, Figure 3: Topographic Map, and Appendix A: Site Photographs for the location and site characteristics of the subject property.

2.2 Current Property Use

The subject property is currently unoccupied, most recently utilized as a veterinary office. There are no onsite operations at present beyond routine property and building maintenance. The subject property consists of a one-story building located on the south side of the property. The remainder of the property is vacant unimproved land. In addition to the current structure, the subject property is also improved with concrete-paved parking areas, stormwater drainage features, and associated landscaping. The subject property is designated for CG-Commercial General development by the Village of Palm Springs.

2.3 Current Use of Adjoining Properties

The subject property is located within a mixed residential and commercial area of Palm Beach County. During the vicinity reconnaissance, Partner observed the land uses on adjoining properties as defined in ASTM Practice E1527-21 as any real property or properties the border of which is contiguous or partially contiguous with that of the property, or that would be contiguous or partially contiguous with that of the property but for a street, road, or other public thoroughfare separating them. The adjoining properties are tabulated below:

ADJOINING PROPERTIES

Direction	Land Use/Occupant
North:	Stormwater retention pond
East:	Faith Hope Love Property (3395 2nd Avenue)
Southeast:	2nd Avenue North, followed by multi-family residences (3392 2nd Avenue North)
South:	2nd Avenue North, followed by Palm Beach County Fire Rescue Station 31 (3400 2nd Avenue North) and Frenchie's Bar (3476 2nd Avenue North)
Southwest:	Intersection of 2nd Avenue and Davis Road, followed by All American Trailer Connection (3531 Lake Worth Road)
West:	Davis Road, followed by vacant commercial land (3475 2nd Avenue North) and Palm Beach County Association of the Deaf (3901 Davis Road)
Northwest:	Vacant commercial land and single-family homes (3830, 3842, 3854 Davis Road)

2.4 Physical Setting Sources

2.4.1 Topography

TOPOGRAPHIC DATA SUMMARY

Quadrangle Year:	2021
Quadrangle Name:	Lake Worth, Florida
Source:	USGS 7.5 Minute Topographic Map
Elevation:	12 feet above mean sea level (msl)
Slope Direction:	N/A
Slope Degree:	Relatively flat

A copy of the most recent topographic map is included as Figure 3 of this report.

2.4.2 Hydrology

While under natural and undisturbed conditions shallow groundwater flow most frequently follows the topography of the land surface, natural or man-made features can affect flow direction, and the presumed flow may not match the actual flow directions at the subject property and vicinity.

HYDROLOGY DATA SUMMARY

Groundwater Flow Direction:	North/Northeast
Groundwater Flow Source:	Regional hydrologic features
Estimated Depth to Groundwater:	4-6 feet below land surface (bls)
Estimated Depth Source:	Information obtained from ERIS Physical Setting Report and United States Geological Service (USGS)
Closest Body of Surface Water Name:	stormwater retention pond
Closest Body of Surface Water – Distance:	Adjoining
Closest Body of Surface Water – Direction:	North-northeast
Water System Operator:	Village of Palm Springs
Shallow Groundwater Use:	Not used for domestic purposes
Source of Drinking Water:	The source of public water for the Village of Palm Springs is groundwater from the shallow East Coast Surficial Aquifer.

2.4.3 Geology/Soils

GEOLOGY AND SOIL DATA SUMMARY

Physiographic Province:	The subject property is situated within the Southern Atlantic Coastal

GEOLOGY AND SOIL DATA SUMMARY

	Strip of the Gold Coast-Florida Bay District, a physiographic province of the State of Florida.
Geologic Unit Description:	The Gold Coast-Florida Bay District is the area of south and southeastward sluggish drainage from Lake Okeechobee, i.e., the Everglades. The coastal ridge is no longer underlain nor influenced by the coquina deposits of the Anastasia Formation. The rocks and sediments are Pleistocene and largely limestones or with limestone cap rocks. The subject property vicinity is located on the Southern Atlantic Coastal Strip, a broad ridge underlain by sand and shelly sand that probably originated as a shoal. Very gentle slopes exist on the westward side. The eastern side is more complex having been subsequently modified by marine processes. The southern portion originated as an oolitic shoal. Elevations are generally less than 20 feet.
Geologic Data Source:	United States Department of Agriculture (USDA) Natural Resources Conservation Service Web Soil Survey
Soil Series Name:	Arents-Urban land complex
Soil Series Description:	Arents is a soil classification that describes manmade land created by earth-movers including areas where fill has been placed, areas where dredging has occurred, and areas where leveling activities have modified the original soils. This classification consist of all soil types, colors and textures, but is dominated by the sandy soils. Based on the manmade nature of this category permeability and depth to seasonal high groundwater cannot be determined.
Additional Information:	The Urban Land component consists of areas that are 60 to 75 percent covered with streets, buildings, large parking lots, shopping centers, industrial parks, airports, and related facilities. Other areas, mostly lawns, parks, vacant lots, and playgrounds, are generally altered to such an extent that the former soils cannot be easily recognized and are in tracts too small to be mapped separately.

2.4.4 Flood Zone Information

FLOOD ZONE DATA SUMMARY

Source:	Federal Emergency Management Agency (FEMA)
Community Panel No.	1209C0776F
FIRM Date:	October 5, 2017
Zone Designation:	Zone X (unshaded), defined as minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains; and Zone AH, defined as an area within the 100-year flood plain.

3.0 HISTORICAL INFORMATION

Partner obtained historical use information about the subject property from a variety of sources. A chronological listing of the historical data found is summarized in the table below:

HISTORICAL USE INFORMATION

Years	Resource	Description/Use
1940-1980	Aerial photographs, topographic maps, building records	Unimproved land
1980-Present	Aerial photographs, topographic maps, building records, city directories, interviews, onsite observations	Developed with the current improvements - veterinary office use

Tenants on the subject property have included various veterinary offices since circa 1990.

No potential environmental concerns were identified in association with the current or former use of the subject property.

3.1 Aerial Photograph Review

Partner obtained available aerial photographs of the subject property and surrounding area from Environmental Risk Information Services (ERIS) on October 15, 2024. The inferred uses of the subject property and adjoining properties as interpreted from the reviewed aerial photographs are tabulated below:

Date: **1940**	Scale: **1"=500'**
Subject Property:	Appears to be unimproved land, perhaps maintained as mowed pasture
North:	Appears to be unimproved land, perhaps maintained as mowed pasture
Northeast:	Appears to be unimproved land, perhaps maintained as mowed pasture
East:	Appears to be unimproved land, perhaps maintained as mowed pasture
Southeast:	Appears to be unimproved land across an adjoining roadway, perhaps maintained as mowed pasture
South:	Appears to be unimproved land across an adjoining roadway, perhaps maintained as mowed pasture
Southwest:	Appears to be unimproved land across an adjoining roadway intersection, perhaps maintained as mowed pasture
West:	Appears to be unimproved land across an adjoining roadway, perhaps maintained as mowed pasture
Northwest:	Appears to be unimproved land across an adjoining roadway, perhaps maintained as mowed pasture

Date:	**1946**	Scale:	**1"=500'**
Subject Property:	Appears to be unimproved land		
North:	Appears to be unimproved land		
Northeast:	Appears to be unimproved land		
East:	Appears to be unimproved land adjoining, with a small residence present slightly further eastward		
Southeast:	Appears to be unimproved land across the adjoining roadway		
South:	Appears to be unimproved land across the adjoining roadway		
Southwest:	Appears to be unimproved land across the adjoining roadway intersection		
West:	Appears to be unimproved land adjoining the subject property, and a residence appears to be present across the adjoining roadway		
Northwest:	Appears to be unimproved land adjoining the subject property and across the adjoining roadway; a residence appears to be present slightly further northwestward		

Date:	**1953**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	A pond appears to have been dug out		
Northeast:	A pond appears to have been dug out		
East:	A pond appears to have been dug out, residence remains		
Southeast:	A few dirt pathways appear to be present across the adjoining roadway		
South:	A small commercial building (resembles the current standing restaurant) appears to have been constructed across the adjoining roadway		
Southwest:	No significant changes visible		
West:	Additional small buildings appear to have been constructed across the adjoining roadway, and a small pond appears to have been dug out		
Northwest:	Additional residences appear to have been constructed across the adjoining roadway		

Date:	**1958**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	A residence appears to have been constructed adjoining the subject property		

Date:	**1958**	Scale:	**1"=500'**
Southeast:	Two residential buildings appear to have been constructed across the adjoining roadway, and a pond appears to have been dug out		
South:	No significant changes visible		
Southwest:	No significant changes visible		
West:	Across the adjoining roadway, the pond appears to have been filled in, and all structures appear to have been demolished - area may have been used for dumping/landfilling		
Northwest:	Residences appear to have been constructed adjoining the subject property, on the east side of the roadway		

Date:	**1968, 1973, 1975**	Scale:	**1"=500'**
Subject Property:	Property appears to have been cleared of heavy vegetation and graded for development		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	Two additional residential buildings appear to have been constructed across the adjoining roadway		
South:	A new drive aisle and commercial building (appears to be the original fire station) appear to have been constructed across the adjoining roadway		
Southwest:	No significant changes visible		
West:	Residence appears to have been constructed adjoining the subject property, on the east side of the roadway		
Northwest:	Across the adjoining roadway, a small commercial building (resembles the current standing facility) appears to have been constructed		

Date:	**1984**	Scale:	**1"=500'**
Subject Property:	The current standing veterinary office building appears to have been constructed on the southwestern portion of the property		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	No significant changes visible		

Date:	**1984**	Scale:	**1"=500'**
West:	No significant changes visible		
Northwest:	No significant changes visible		

Date:	**1986**	Scale:	**1"=500'**
Subject Property:	A small portion of the eastern side of the property appears to have been again cleared of vegetation, and soils appear to have been disturbed, likely for additional parking space		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	No significant changes visible		
West:	No significant changes visible		
Northwest:	No significant changes visible		

Date:	**1995, 1999**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	A small commercial building and a few drive aisles/ pathways appear to have been constructed across the adjoining intersection, with equipment/ vehicle/ trailer storage apparent throughout the property		
West:	No significant changes visible		
Northwest:	No significant changes visible		

Date:	**2005**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		

Date:	**2005**	Scale:	**1"=500'**
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	No significant changes visible		
West:	Remaining adjoining lot appears to have been developed with a residence, on the east side of the roadway		
Northwest:	No significant changes visible		

Date:	**2007**	Scale:	**1"=500'**
Subject Property:	Small portion on eastern side of property appears to have been re-cleared again, likely for additional parking		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	Beyond the immediately adjoining residence, two residences appear to have been combined and converted into a daycare		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	No significant changes visible		
West:	No significant changes visible		
Northwest:	No significant changes visible		

Date:	**2010**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	Adjoining parcel appears to be totally used for vehicle parking, with small commercial structure remaining toward southwest corner		
West:	Unimproved lot across the roadway appears to have been cleared of vegetation and graded for vehicle parking		
Northwest:	No significant changes visible		

Date:	**2013, 2015**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	The fire station appears to have been renovated and expanded into its current configuration across the adjoining roadway		
Southwest:	No significant changes visible		
West:	No significant changes visible		
Northwest:	No significant changes visible		

Date:	**2017**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	Adjoining parcel across the intersection appears to be vacant; vehicles and equipment are no longer apparent		
West:	Adjoining parcel across the roadway appears to be vacant; vehicles and equipment are no longer apparent		
Northwest:	No significant changes visible		

Date:	**2019, 2021**	Scale:	**1"=500'**
Subject Property:	No significant changes visible		
North:	No significant changes visible		
Northeast:	No significant changes visible		
East:	No significant changes visible		
Southeast:	No significant changes visible		
South:	No significant changes visible		
Southwest:	Adjoining parcel again appears to be in use, equipment storage apparent		
West:	No significant changes visible		

Date:	**2019, 2021**	Scale:	**1"=500'**
	Northwest:	No significant changes visible	

Copies of the reviewed aerial photographs are included in Appendix B of this report.

3.2 Fire Insurance Maps

Partner reviewed the collection of fire insurance maps (FIMs) from ERIS on October 12, 2024. FIM coverage was not available for the subject property.

A copy of the no coverage letter is included in Appendix B of this report.

3.3 City Directories

Partner reviewed historical city directories obtained from ERIS on October 21, 0202 for past names and businesses that were listed for the subject property and adjoining properties.

The findings for the subject property are tabulated below:

SUBJECT PROPERTY SUMMARY

City Directory Search for: 3401 2nd Avenue North (Subject Property)	
Year(s)	**Occupant(s) Listed**
1990	Palm Beach Co. Animal Medical Clinic, named veterinarians
1995	The Pet Practice, named veterinarians
2000	Veterinary Center of America (VCA), named veterinarians
2003, 2008, 2012, 2016, 2020, 2023	VCA Palm Beach Co. Animal Hospital, named veterinarians

Based on the city directory review, no environmentally sensitive listings were identified for the subject property address.

The findings for the adjoining properties are tabulated below:

ADJOINING PROPERTY SUMMARY

City Directory Search for 3392 2nd Avenue North (Adjoining Southeast)	
Year(s)	**Occupant(s) Listed**
1964-2023	Residential

City Directory Search for 3395 2nd Avenue North (Adjoining East)	
Year(s)	**Occupant(s) Listed**
1967-2003	Residential
2008-2023	Faith Hope Love & Charity Inc.

City Directory Search for 3476 2nd Avenue North (Adjoining South)	
Year(s)	**Occupant(s) Listed**
1981-2023	Frenchie's Bar Tavern

City Directory Search for 3830 Davis Rd (Adjoining West)	
Year(s)	**Occupant(s) Listed**
1964-2012	Residential

City Directory Search for 3842 Davis Rd (Adjoining West)	
Year(s)	**Occupant(s) Listed**
1967-2012	Residential

City Directory Search for 3854 Davis Rd (Adjoining West)	
Year(s)	**Occupant(s) Listed**
1990-2023	Residential

City Directory Search for 3901 Davis Rd (Adjoining West/Northwest)	
Year(s)	**Occupant(s) Listed**
1964, 1967, 1971, 1976, 1981, 1976, 1990, 1995	American Czechoslovak Club
2000, 2003, 2008, 2012	Palm Beach County Association of the Deaf

Based on the city directory review, no environmentally sensitive listings were identified for the adjoining property addresses.

Copies of reviewed city directories are included in Appendix B of this report.

3.4 Historical Topographic Maps

Partner reviewed historical topographic maps obtained from ERIS on October 12, 2024. The following inferred uses of the subject property and adjoining properties interpreted from the reviewed topographic maps are tabulated below:

Date: **1945, 1949**	
Subject Property:	Depicted as disturbed, cleared land. No structural development depicted
North:	Depicted as disturbed, cleared land. No structural development depicted
Northeast:	Depicted as disturbed, cleared land with a dirt pathway present. No

Date:	**1945, 1949**
	structural development depicted
East:	Depicted as disturbed, cleared land. One small structure (likely a residence) is depicted adjoining, as well as a dirt pathway
Southeast:	Depicted with a major roadway beyond which is disturbed, cleared land as well as native vegetative land
South:	Depicted with a highway beyond which is disturbed, cleared land
Southwest:	Depicted with an intersection (highway and paved roadway) beyond which is disturbed, cleared land
West:	Depicted with a paved roadway beyond which is disturbed, cleared land
Northwest:	Depicted with a paved roadway beyond which is native vegetated land/cleared land, with one small structure (likely a residence) depicted

Date:	**1967, 1983**
Subject Property:	No significant changes depicted
North:	A pond is depicted adjoining the subject property; pathway no longer depicted
Northeast:	A pond is depicted adjoining the subject property; pathway no longer depicted
East:	Depicted with a portion of the northern pond; an additional small structure is also depicted
Southeast:	A small structure and small pond are depicted across the adjoining roadway
South:	Depicted as partially shaded urban land across the adjoining roadway
Southwest:	Shaded as urban land across the adjoining intersection; specific structural improvements are not detailed
West:	Shaded as urban land across the adjoining roadway; specific structural improvements are not detailed
Northwest:	Shaded as urban land across the adjoining roadway; one small building remains depicted

Date:	**2015, 2021**
Subject Property:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
North:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
Northeast:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted

Date:	**2015, 2021**
East:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
Southeast:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
South:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
Southwest:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
West:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted
Northwest:	Depicted with shading to represent dense urban development; no specific structural improvements are depicted

Copies of reviewed topographic maps are included in Appendix B of this report.

4.0 REGULATORY RECORDS REVIEW

4.1 Regulatory Agencies

Copies of pertinent documents from the below agencies are included in Appendix B.

STATE ENVIRONMENTAL DEPARTMENT

Name of Agency:	Florida Department of Environmental Protection (FDEP)
Point of Contact:	Online Database
Agency Address:	2600 North Blair Stone Road, Tallahassee, Florida 32399
Agency Phone Number:	(850) 245-2118
Date of Contact:	October 11, 2024
Method of Communication:	Online Research

Summary of Communication: No records regarding hazardous substance use, storage or releases, or the presence of USTs and AULs on the subject property were on file with the FDEP.

HEALTH DEPARTMENT

Name of Agency:	Florida Department of Health (FDOH)
Point of Contact:	Kendra Washington, Public Records Manager
Agency Address:	4052 Bald Cypress Way, Bin A-02, Tallahassee, Florida 32399
Agency Phone Number:	(850) 245-4028
Date of Contact:	October 11, 2024
Method of Communication:	Email and Online Request Form

Summary of Communication: No records regarding current or former septic systems or wastewater treatment systems on the subject property were on file with the FDOH. According to records reviewed, the subject property previously had several biomedical and hazardous waste permits issued to VCA Animal Hospital; however, these permits have been closed since the tenant ceased operations at this address.

FIRE DEPARTMENT

Name of Agency:	Palm Beach County Fire Rescue (PBCFR)
Point of Contact:	Online Request
Agency Address:	405 Pike Road, West Palm Beach, Florida 33411
Agency Phone Number:	(561) 616-7025
Date of Contact:	October 11, 2024
Method of Communication:	Email and Online Request Form

FIRE DEPARTMENT

Summary of Communication: As of the date of this report, Partner has not received a response from the PBCFR for inclusion in this report. Based on information obtained from other historical and regulatory sources, this data gap is not considered to be critical, and is not expected to alter the conclusions of this report.

BUILDING DEPARTMENT

Name of Agency:	Village of Palm Springs
Point of Contact:	Online Request via Village Clerk (public records)
Agency Address:	226 Cypress Lane, Palm Springs, Florida 33461
Agency Phone Number:	(561) 584-8200
Date of Contact:	October 11, 2024
Method of Communication:	Email and Online Request Form

Summary of Communication: As of the date of this report, Partner has not received a response from the Village of Palm Springs for inclusion in this report. Based on information obtained from other historical and regulatory sources, this data gap is not considered to be critical, and is not expected to alter the conclusions of this report.

PLANNING AND ZONING AGENCY

Name of Agency:	Village of Palm Springs
Point of Contact:	Interactive GIS Map
Agency Address:	226 Cypress Lane, Palm Springs, Florida 33461
Agency Phone Number:	(561) 584-8200
Date of Contact:	October 11, 2024
Method of Communication:	Online Research

Summary of Communication: According to reviewed online documents, the subject property is zoned CG-Commercial General by the Village of Palm Springs.

OIL & GAS EXPLORATION

Name of Agency:	FDEP Oil and Gas Program
Point of Contact:	Online Database and Interactive Map
Agency Address:	2600 North Blair Stone Road, Tallahassee, Florida 32399
Agency Phone Number:	(850) 245-2118
Date of Contact:	October 11, 2024

OIL & GAS EXPLORATION

Method of Communication:	Online Research

Summary of Communication: According to FDEP interactive mapping tool, no oil or gas wells are located on or adjoining to the subject property.

PROPERTY APPRAISER

Name of Agency:	Palm Beach County Property Appraiser (PBCPA)
Point of Contact:	Online Database
Agency Address:	301 North Olive Ave, First Floor, West Palm Beach, Florida 33401,
Agency Phone Number:	(561) 355-3230
Date of Contact:	October 11, 2024
Method of Communication:	Online Research

Summary of Communication: According to records reviewed, the subject property is identified by parcel number 70-43-44-19-20-058-0110 and is currently owned by Advanced Global Consulting Firm LLC, since 2017. The current building was constructed in 1980 and totals approximately 3,575 square feet on a 1.13-acre lot.

REGIONAL WATER QUALITY AGENCY

Name of Agency:	South Florida Water Management District (SFWMD)
Point of Contact:	Juanita Bozeman, Public Records Manager
Agency Address:	3301 Gun Club Road, West Palm Beach, Florida 33406
Agency Phone Number:	(561) 686-8800
Date of Contact:	October 11, 2024
Method of Communication:	Email and Online Request Form

Summary of Communication: No records regarding permitted water wells on the subject property were on file with the SFWMD.

Copies of pertinent documents are included in Appendix B of this report.

4.2 Mapped Database Records Search

The regulatory database report provided by ERIS documents the listing of sites identified on federal, state, county, city, and tribal (when applicable) standard source environmental databases within the approximate minimum search distance (AMSD) specified by ASTM Practice E1527-21. The data from these sources are updated as these data are released and integrated into one database. The information contained in this report was compiled from publicly available sources.

The environmental database information is used to identify environmental concerns in connection with the subject property. The listings also serve to identify the known indications of the storage, use, generation, disposal, or release of hazardous substance at the subject property and the potential for contaminants to migrate onto the subject property from off-site sources in groundwater or soil in the form of liquids or vapor.

Using the ASTM definition of migration, Partner considers the migration of hazardous substances or petroleum products in any form onto the subject property during the evaluation of each site listed on the radius report, which includes solid, liquid, and vapor.

A copy of the regulatory database report is included in Appendix C.

4.2.1 Regulatory Database Summary

The following table lists the sites as categorized by the regulatory database within the prescribed AMSD. The locations of the sites are plotted utilizing a geographic information system, which geocodes the site addresses. The accuracy of the geocoded locations is approximately +/-300 feet.

DATABASE REPORT SUMMARY

Database	AMSD Radius (mile)	Listings Identified		
		Subject Property	Adjoining Properties	Surrounding Area Sites of Concern
Federal NPL	1.00	N	N	N
Delisted NPL Site	0.50	N	N	N
Federal SEMS Site	0.50	N	N	N
Federal SEMS-ARCHIVE	0.50	N	N	N
Federal RCRA CORRACTS Facility	1.00	N	N	N
Federal RCRA TSDF Facility	0.50	N	N	N
Federal RCRA Generators Site (LQG, SQG, VSQG, CESQG)	Subject & Adjoining	N	**Y**	N
Federal IC/EC Registries	Subject Property	N	N	N
Federal ERNS Site	Subject Property	N	N	N
Federal PFAS Facility	0.50	N	N	N
State/Tribal Equivalent NPL	1.00	N	N	N
State/Tribal Equivalent CERCLIS	1.00	N	N	N
State/Tribal Landfill/Solid Waste Disposal Site (SWF, LF, SWRCY)	0.50	N	N	N
Leaking Storage Tank Site (LST)	0.50	N	N	N
Registered Storage Tank Sites (UST/AST/STCS)	Subject & Adjoining	N	**Y**	N

DATABASE REPORT SUMMARY

Database	AMSD Radius (mile)	Listings Identified		
		Subject Property	Adjoining Properties	Surrounding Area Sites of Concern
State/Tribal IC/EC Registries	Subject & Adjoining	N	N	N
Voluntary Cleanup Sites (VCP)	0.50	N	N	N
State/Tribal Spills	0.25	N	N	N
Federal Brownfield Sites	0.50	N	N	N
State Brownfield Sites	0.50	N	N	N
State PFAS Facility	0.50	N	N	N
Federal Drycleaners	0.50	N	N	N
Facility Index System (FINDS)	0.25	N	**Y**	N

4.2.2 Subject Property Listings

The subject property was not identified in the regulatory database report.

4.2.3 Adjoining Property Listings

The adjoining property to the west was identified as a Facility Index System / Facility Reporting System (FINDS/FRS) site, and the adjoining property to the south was identified as an Aboveground Storage Tank (AST), Underground Storage Tank (UST), and Storage Tank/Contamination Site (STCS) facility in the regulatory database report, as discussed below:

ADJOINING PROPERTY DATABASE LISTING

Property Name:	Marbella at Palm Springs
Address:	Northwest corner of 2nd Avenue and Davis Road
Direction:	West
Hydrological Gradient:	Up-gradient
Database Listing:	FINDS/FRS
Substance Involved:	Stormwater
Years of Operation:	2006-2013
Status:	Closed

Discussion: It appears that this adjoining western property was proposed for multi-family redevelopment, and a general construction stormwater permit was issued. Construction projects throughout the United States are required to obtain a National Pollutant Discharge Elimination System (NPDES) permit if stormwater runoff from the construction site has the potential to enter a local waterway; the program is in place to enforce the Clean Water Act and prevent point source pollutants from entering public waters. Due to the preventative nature of the permit, as well as the

ADJOINING PROPERTY DATABASE LISTING

lack of violations on file and the expiration of the permit, this listing is not considered to represent a potentially significant environmental concern on the subject property.

ADJOINING PROPERTY DATABASE LISTING

Property Name:	Palm Beach County Fire Rescue #31
Address:	3439 Lake Worth Road
Direction:	South
Hydrological Gradient:	Up-gradient
Database Listing:	UST, AST, STCS
Substance Involved:	Two 1,000-gallon USTs (gasoline and diesel) and two 550-gallon ASTs (gasoline and diesel)
Years of Operation:	Since circa 1986
Status:	Active

Discussion: The adjoining southern fire station previously maintained two 1,000-gallon USTs; the tanks were installed in 1986 and removed from the property in 1994 without any reported impacts. The USTs were replaced by two 550-gallon ASTs in 1994; these ASTs are currently operational onsite. The ASTs are reportedly within regulatory compliance, and no releases have been reported. Based on the removal of the USTs without a reported discharge and the good reported condition of the ASTs, these listings are not considered to be indicative of a potentially significant environmental concern to the subject property.

Based on the findings, vapor migration from the adjoining sites is not considered an environmental concern at this time.

4.2.4 Surrounding Area Listings of Sites of Concern

No additional sites of potentially significant environmental concern to the subject property are identified in the regulatory database report.

Based on the findings, vapor migration from area sites is not considered an environmental concern at this time.

4.2.5 Unplottable Listings

No unplottable listings of concern are identified in the regulatory database report.

5.0 USER PROVIDED INFORMATION AND INTERVIEWS

In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the *Brownfields Amendments*), the *User* must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. The *User* should provide the following information to the *environmental professional*. Failure to provide this information could result in a determination that *all appropriate inquiries* is not complete. The *User* is asked to provide information or knowledge of the following:

- Review Title and Judicial Records for Environmental Liens and AULs
- Specialized Knowledge or Experience of the User
- Actual Knowledge of the User
- Reason for Significantly Lower Purchase Price
- Commonly Known or *Reasonably Ascertainable* information
- Degree of Obviousness
- Reason for Preparation of this Phase I ESA

Fulfillment of these user responsibilities is key to qualification for the identified defenses to CERCLA liability. Partner requested our Client to provide information to satisfy User Responsibilities as identified in Section 6 of the ASTM guidance.

Pursuant to ASTM Practice E1527-21, Partner requested the following site information from Village of Palm Springs (User of this report).

USER RESPONSIBILITIES

Item	Provided By User
AAI User Questionnaire	No
Title Records, Environmental Liens, and AULs	No
Specialized Knowledge	Yes
Actual Knowledge	Yes
Valuation Reduction for Environmental Issues	Yes
Identification of Key Site Manager	Yes
Reason for Performing Phase I ESA	Yes
Prior Environmental Reports	No

5.1 Interviews

5.1.1 Interview with Owner

A representative of the owner of the subject property since 2017, identified as Advanced Global Consulting Firm LLC, was not available to be interviewed at the time of the assessment.

5.1.2 *Interview with Report User*

Mr. Felipe Lofaso, Public Works Director for the Village of Palm Springs (Report User), was not aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property; or any notices from a governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.

Please refer to Section 5.2 below for additional information requested from the Report User.

5.1.3 *Interview with Key Site Manager*

Mr. Lofaso of Palm Springs also acted as the key site manager, as discussed above.

5.1.4 *Interviews with Past Owners, Operators and Occupants*

Interviews with past owners, operators, and occupants were not reasonably ascertainable and thus constitute a data gap.

5.2 User Provided Information

5.2.1 *Title Records, Environmental Liens, and AULs*

Partner was not provided with title records or environmental lien and AUL information for review as part of this assessment.

5.2.2 *Specialized Knowledge*

The User did not have specialized knowledge of environmental conditions associated with the subject property at the time of the assessment.

5.2.3 *Actual Knowledge of the User*

The User was not aware of environmental liens and/or AULs encumbering the subject property or in connection with the subject property at the time of the assessment.

5.2.4 *Valuation Reduction for Environmental Issues*

The User was not aware of any reductions in property value due to environmental issues.

5.2.5 *Commonly Known or Reasonably Ascertainable Information*

The User did not provide information that is commonly known or reasonably ascertainable within the local community about the subject property at the time of the assessment.

5.2.6 *Previous Reports and Other Provided Documentation*

No previous reports or other pertinent documentation was provided to Partner for review during the course of this assessment.

6.0 SITE RECONNAISSANCE

The weather at the time of the site visit was sunny and clear. Refer to Section 1.5 for limitations encountered during the field reconnaissance and Sections 2.1 and 2.2 for subject property operations. The table below provides the site assessment details:

SITE ASSESSMENT DATA

Site Assessment Performed By:	Melanie Furman of Partner
Site Assessment Conducted On:	October 18, 2024

The table below provides the subject property personnel interviewed during the field reconnaissance:

SITE VISIT PERSONNEL FOR 3401 2ND AVENUE NORTH (SUBJECT PROPERTY)

Name	Title/Role	Contact Number	Site Walk*
Mr. Felipe Lofaso	Public Works Director for the Village of Palm Springs (Report User)	(561) 352-5631	Yes

* *Accompanied Partner during the field reconnaissance activities and provided information pertaining to the current operations and maintenance of the subject property*

No potential environmental concerns were identified during the onsite reconnaissance.

6.1 General Site Characteristics

6.1.1 Solid Waste Disposal

Solid waste is not currently generated onsite. No evidence of illegal dumping of solid waste was observed during the Partner site reconnaissance.

6.1.2 Sewage Discharge and Disposal

Sanitary discharges on the subject property are directed into the municipal sanitary sewer system. The Village of Palm Springs services the subject property vicinity. No wastewater treatment facilities were observed or reported on the subject property. No septic systems were observed or reported on the subject property.

6.1.3 Stormwater and Surface Water Drainage

Stormwater is removed from the subject property primarily by sheet flow action across the paved surfaces towards stormwater drains located in the public right of way. No drywells were identified on the subject property.

6.1.4 Source of Heating and Cooling

Heating and cooling systems as well as domestic hot water equipment are fueled by electricity provided by Florida Power and Light (FPL). The mechanical system is comprised of split system with a central unit, interior air handler, and exterior condenser. Hot water is provided by an individual electric water heater.

6.1.5 *Wells and Cisterns*

No aboveground evidence of wells or cisterns was observed during the site reconnaissance.

6.1.6 *Wastewater*

Domestic wastewater is not currently generated at the subject property at this time.

6.1.7 *Septic Systems*

No septic systems were observed or reported on the subject property.

6.1.8 *Additional Site Observations*

No other additional general site characteristics (e.g. lifts, emergency generators) were observed during the site reconnaissance.

6.2 Potential Environmental Hazards

6.2.1 *Hazardous Substances and Petroleum Products Used or Stored at the Site*

No hazardous substances or petroleum products were observed on the subject property during the site reconnaissance.

6.2.2 *Aboveground & Underground Hazardous Substance or Petroleum Product Storage Tanks (ASTs/USTs)*

No evidence of current or former ASTs or USTs was observed during the site reconnaissance.

6.2.3 *Evidence of Releases*

No spills, stains, or other indications that a surficial release has occurred at the subject property were observed.

6.2.4 *Polychlorinated Biphenyls (PCBs)*

Older transformers and other electrical equipment could contain PCBs at a level that subjects them to regulation by the US EPA. PCBs in electrical equipment are controlled by US EPA regulations 40 CFR, Part 761. Under the regulations, there are three categories into which electrical equipment can be classified: 1) Less than 50 parts per million (ppm) of PCBs – "Non-PCB;" 2) 50 ppm-500 ppm – "PCB-Contaminated;" and, 3) Greater than 500 ppm – "PCB-Containing." The manufacture, process, or distribution in commerce or use of any PCB in any manner other than in a totally enclosed manner was prohibited after July 2, 1979.

TRANSFORMERS AND HYDRAULIC EQUIPMENT

Equipment	Location	Number	PCB-Containing	Concern
Pole-mounted transformer	North of subject building	1	Unlikely	No

The on-site reconnaissance addressed indoor and outdoor transformers that may contain PCBs. One pole-mounted transformer was observed on the subject property. The transformer was not observed to be labeled indicating PCB content. No staining or leakage was observed in the vicinity of the transformer. FPL

maintains ownership and operational responsibility for the transformer. Based on the good condition of the equipment and the designation of FPL as the responsible party, the transformer is not considered an environmental concern.

No other potential PCB-containing equipment (interior transformers, oil-filled switches, hoists, lifts, dock levelers, hydraulic elevators, balers, etc.) was observed on the subject property during Partner's reconnaissance.

6.2.5 Strong, Pungent or Noxious Odors

No strong, pungent or noxious odors were evident during the site reconnaissance.

6.2.6 Pools of Liquid

No pools of liquid were observed on the subject property during the site reconnaissance.

6.2.7 Drains, Sumps and Clarifiers

No drains, sumps, or clarifiers, other than those associated with storm water removal, were observed on the subject property during the site reconnaissance.

6.2.8 Pits, Ponds and Lagoons

No pits, ponds, or lagoons were observed on the subject property.

6.2.9 Stressed Vegetation

No stressed vegetation was observed on the subject property.

6.2.10 Additional Potential Environmental Hazards and Emerging Contaminants

Partner evaluated the current subject property use during the site reconnaissance for potential environmental hazards, including Per- and Polyfluoroalkyl Substances (PFAS) impacts to the subject property. Based on the site observations, likely PFAS impacts to the subject property based on current use were not identified.

No additional environmental hazards, including landfill activities or radiological hazards, were observed.

6.3 Non-ASTM Services

6.3.1 Asbestos-Containing Materials (ACMs)

Asbestos is the name given to a number of naturally occurring, fibrous silicate minerals mined for their useful properties such as thermal insulation, chemical and thermal stability, and high tensile strength. The Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.1101 requires certain construction materials to be presumed to contain asbestos, for purposes of this regulation. All thermal system insulation (TSI), surfacing material, and asphalt/vinyl flooring that are present in a building that have not been appropriately tested are "presumed asbestos-containing material" (PACM).

Partner has completed a limited ACM survey of the subject property for the Report User, the details and results of which are presented under separate cover.

6.3.2 *Lead-Based Paint (LBP)*

Lead is a highly toxic metal that affects virtually every system of the body. LBP is defined as any paint, varnish, stain, or other applied coating that has 1 mg/cm2 (or 5,000 µg/g or 0.5% by weight) or more of lead. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as "Title X," to protect families from exposure to lead from paint, dust, and soil. Under Section 1017 of Title X, intact LBP on most walls and ceilings is not considered a "hazard," although the condition of the paint should be monitored and maintained to ensure that it does not become deteriorated. Further, Section 1018 of this law directed the Housing and Urban Development (HUD) and the US EPA to require the disclosure of known information on LBP and LBP hazards before the sale or lease of most housing built before 1978.

It is unlikely that LBP is present in buildings constructed after 1977. Therefore, due to the age of the subject property building, it is unlikely that LBP is present; however, actual material samples would need to be collected in order to determine if LBP is present at the subject property.

6.3.3 *Radon*

Radon is a colorless, odorless, naturally occurring, radioactive, inert, gaseous element formed by radioactive decay of radium (Ra) atoms. The US EPA has prepared a map to assist National, State, and local organizations to target their resources and to implement radon-resistant building codes. The map divides the country into three Radon Zones, according to the table below:

EPA RADON ZONES

EPA Zones	Average Predicted Radon Levels	Potential
Zone 1	Exceed 4.0 pCi/L	Highest
Zone 2	Between 2.0 and 4.0 pCi/L	Moderate
Zone 3	Less than 2.0 pCi/L	Low

Review of the US EPA Map of Radon Zones places the subject property in Zone 3. It is important to note that the EPA has found homes with elevated levels of radon in all three zones, and the US EPA recommends site-specific testing in order to determine radon levels at a specific location. However, the map does give a valuable indication of the propensity of radon gas accumulation in structures.

Based upon the radon zone classification and the commercial nature of use of the subject property, radon is not considered an environmental concern. Actual indoor air sampling would need to be conducted in order to determine the level of radon gas within the subject building.

6.3.4 *Lead in Drinking Water*

LEAD IN DRINKING WATER SUMMARY

Water System Operator:	Village of Palm Springs
Source of Drinking Water:	Groundwater from the shallow East Coast Surficial Aquifer
Year of Annual Water Quality Report:	2023

LEAD IN DRINKING WATER SUMMARY

Compliance Status:	Water supplied is in compliance with all State and Federal regulations pertaining to drinking water standards for lead.

Water sampling was not conducted to verify water quality.

6.3.5 Mold

Molds are microscopic organisms found virtually everywhere, indoors and outdoors. Mold will grow and multiply under the right conditions, needing only sufficient moisture (e.g.in the form of very high humidity, condensation, or water from a leaking pipe, etc.) and organic material (e.g., ceiling tile, drywall, paper, or natural fiber carpet padding).

Partner observed accessible, interior areas of the subject property building for significant evidence of mold growth with the exceptions detailed in Section 1.5 of this report; however, this assessment should not be used as a mold survey or inspection. Additionally, this limited assessment was not designed to assess all areas of potential mold growth that may be affected by mold growth on the subject property. Rather, it is intended to give the client an indication as to whether or not conspicuous (based on observed areas) mold growth is present at the subject property. This evaluation did not include a review of pipe chases, mechanical systems, or areas behind enclosed walls and ceilings.

No obvious indications of water damage or mold growth were observed during Partner's visual assessment.

6.3.6 Wetlands

The subject property does not appear to be a designated wetland area based on information obtained from the United States Fish and Wildlife Service; however, a comprehensive wetlands survey would be required in order to formally determine actual wetlands on the subject property. No settling ponds, lagoons, surface impoundments, wetlands or natural catch basins were observed at the subject property during this assessment.

6.4 Adjoining Property Reconnaissance

The adjoining property reconnaissance consisted of observing the adjoining properties from the subject property premises.

6.4.1 Hazardous Substances and Petroleum Products Used or Stored at the Site

No hazardous substances or petroleum products were observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.2 ASTs/USTs for Hazardous Substances or Petroleum Products

No ASTs or USTs for hazardous substances/petroleum products were observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.3 *Evidence of Releases*

No evidence of a release was observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.4 *PCBs*

Several pole-mounted transformers were observed on the adjoining properties. No staining or leakage was observed in the vicinity of the transformers. Based on these observations, the presence of adjoining transformers is not considered an environmental concern.

6.4.5 *Strong, Pungent, or Noxious Odors*

No strong, pungent, or noxious odors were observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.6 *Pools of Liquid*

No pools of liquid were observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.7 *Drains, Sumps, and Clarifiers*

No drains, sumps, or clarifiers were observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.8 *Pits, Ponds, and Lagoons*

A stormwater retention pond was noted to be adjacent to the north/northeast of of the subject property during site reconnaissance. Based on the nature of this feature (not for percolation or industrial cooling), this is not considered to be indicative of an environmental concern.

6.4.9 *Stressed Vegetation*

No stressed vegetation was observed on adjoining properties during the limited adjoining property reconnaissance.

6.4.10 *Additional Potential Environmental Hazards and Emerging Contaminants*

Partner evaluated the current adjoining property uses during the site reconnaissance for potential environmental hazards, including PFAS impacts to the subject property. Based on observations made from the subject property borders, likely emerging contaminants and PFAS impacts to the subject property from current adjoining property uses were not identified.

No other additional environmental hazards (e.g. landfilling, radiological hazards) were observed on adjoining properties during the limited adjoining property reconnaissance.

7.0 VAPOR ENCROACHMENT CONDITIONS

Partner conducted a limited non-intrusive vapor screening on the subject property to identify, to the extent feasible, the potential for vapor encroachment conditions (VECs) in connection with the subject property. This included consideration of chemicals of concern (COC) that may migrate as vapors into the subsurface of the subject property as a result of contaminated soil and groundwater on or near the property.

This screening utilized readily available data sources previously discussed in this Phase I ESA that includes:

- the physical setting of the subject property (Section 2.4),
- standard historical sources for the subject property, adjoining, and surrounding area (Section 3.0),
- known or potentially contaminated sites as identified from information from regulatory agencies and sites on Federal, State, tribal and local databases (Section 4.0), and
- information from the site reconnaissance (Section 6.0) of the subject property and observations of the surrounding properties.

The results of our data collection, reconnaissance, and analysis are tabulated below:

POTENTIAL FOR VAPOR ENCROACHMENT TO IMPACT THE SUBJECT PROPERTY

Area of Concern	Likely or Known VEC to Subject Property
Subject Property Existing Operations or Conditions (Sections 2.0 and 6.0)	None identified that impact the subject property.
Historical Uses of the Subject Property (Section 3.0)	None identified that impact the subject property.
Adjoining Property Operations or Existing Conditions (Sections 2.3 and 6.4)	None identified that impact the subject property.
Historical Uses of Adjoining Properties or Nearby Properties (Section 3.0)	None identified that impact the subject property.
Regulatory Review of sites identified on Federal, State, tribal and Local Environmental Databases which were located in the AMSD (Section 4.0)	None identified that impact the subject property.

According to the EPA, some PFAS have volatile phases; however, because PFOA and PFOS have an ionic nature they have a very low volatility and are not considered a vapor encroachment or intrusion risk at this time. Nonetheless, the science of and regulatory approach to PFAS is constantly evolving and should be monitored for future updates.

Based on the findings of the limited non-intrusive vapor screening, vapor intrusion is unlikely to be an issue of concern in connection with the existing structures on the subject property. As such, no further assessment is recommended.

8.0 FINDINGS AND CONCLUSIONS

Findings and Opinions

Recognized Environmental Condition

A recognized environmental condition (REC) refers to the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

- Partner did not identify any RECs during the course of this assessment.

Controlled Recognized Environmental Condition

A controlled recognized environmental condition (CREC) refers to a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, activity and use limitations or other property use limitations).

- Partner did not identify any CRECs during the course of this assessment.

Historical Recognized Environmental Condition

A historical recognized environmental condition (HREC) refers to a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).

- Partner did not identify any HRECs during the course of this assessment.

Business Environmental Risk

A Business Environmental Risk (BER) is a risk which can have a material environmental or environmentally driven impact on the business associated with the current or planned use of commercial real estate, not necessarily related to those environmental issues required to be investigated in this practice.

- Partner did not identify any BERs during the course of this assessment.

Significant Data Gaps

No significant data gaps affecting the ability of the Environmental Professional to identify a REC were encountered during this assessment.

Conclusions and Recommendations

Partner has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of 3401 2nd Avenue North in Palm Springs, Palm Beach County, Florida (the "subject property"). Any exceptions to, or deletions from, this practice are described in Section 1.5 of this report.

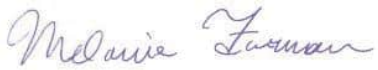
This assessment has revealed no evidence of RECs, CRECs, HRECs, or BERs in connection with the subject property. Based on the conclusions of this assessment, Partner recommends no further investigation of the subject property at this time.

9.0 SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

Partner has performed a Phase I Environmental Site Assessment of the property located at 3401 2nd Avenue North in Palm Springs, Palm Beach County, Florida in conformance with the scope and limitations of the protocol and the limitations stated earlier in this report. Exceptions to or deletions from this protocol are discussed earlier in this report.

By signing below, Partner declares that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in §312.10 of 40 CFR §312. Partner has the specific qualifications based on education, training, and experience to assess a *property* of the nature, history, and setting of the subject *property*. Partner has developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Prepared By:



Melanie Furman
Environmental Scientist

Reviewed By:



Charlotte Thomas
Environmental Professional



Steve Snyder
Operations Manager

10.0 REFERENCES

American Society for Testing and Materials, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM Designation: E1527-13 and E1527-21

Environmental Risk Information Services (ERIS), City Directory, Fire Insurance Maps, Historic Aerials, Physical Setting Report, Radius Report, Topographic Maps, October 2024

Federal Emergency Management Agency, Federal Insurance Administration, National Flood Insurance Program, Flood Insurance Map, accessed via the internet, October 2024

United States Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey, accessed via the internet, October 2024

United States Environmental Protection Agency, EPA Map of Radon Zones (Document EPA-402-R-93-071), accessed via the internet, October 2024

United States Fish and Wildlife Service, National Wetlands Inventory, accessed via the internet, October 2024

United States Geological Survey, accessed via the internet, October 2024

United States Geological Survey Topographic Map, 7.5-minute series, accessed via the internet, October 2024

FIGURES

1: Site Location Map

2: Site Plan

3: Topographic Map

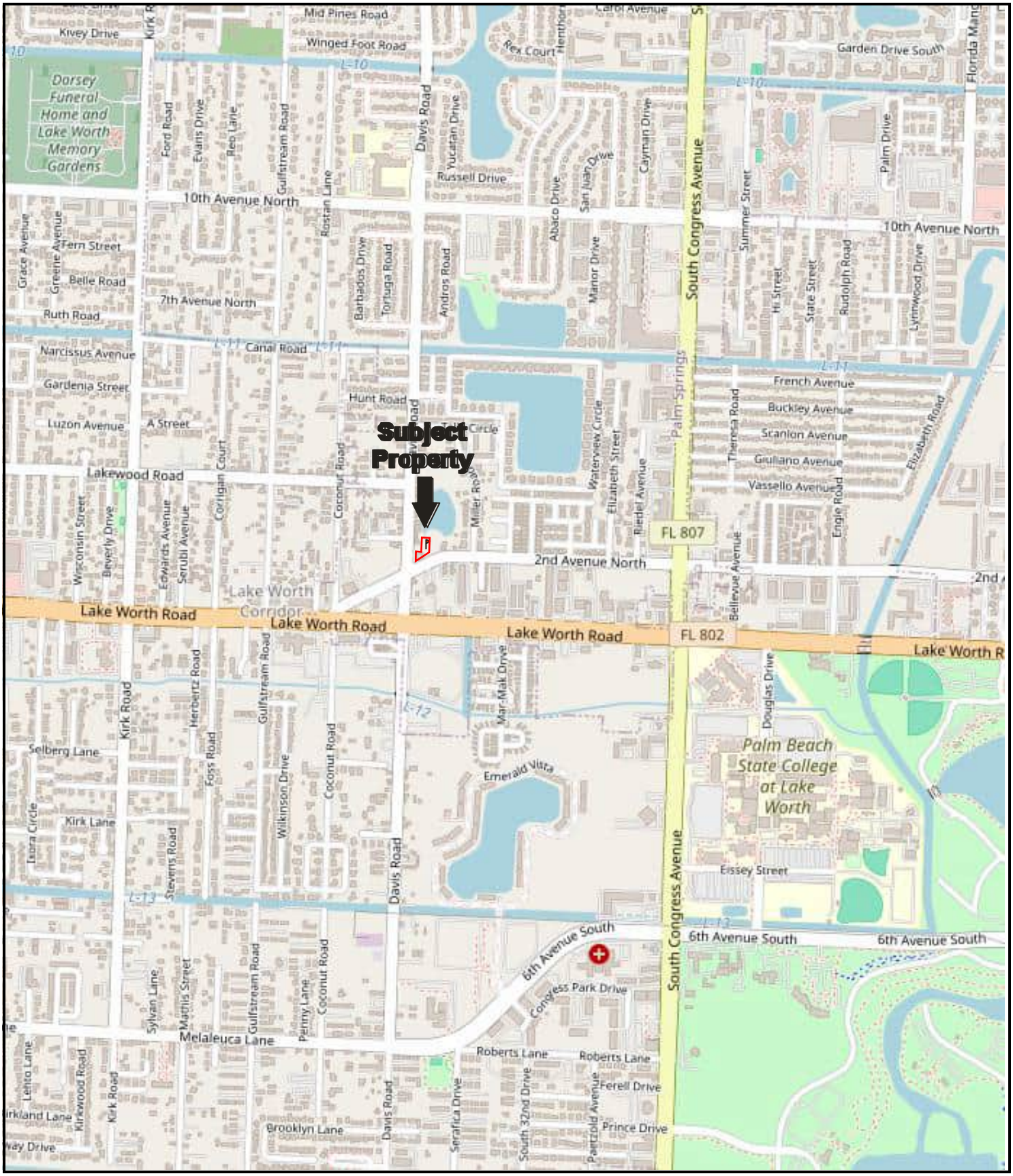


FIGURE 1: SITE LOCATION MAP

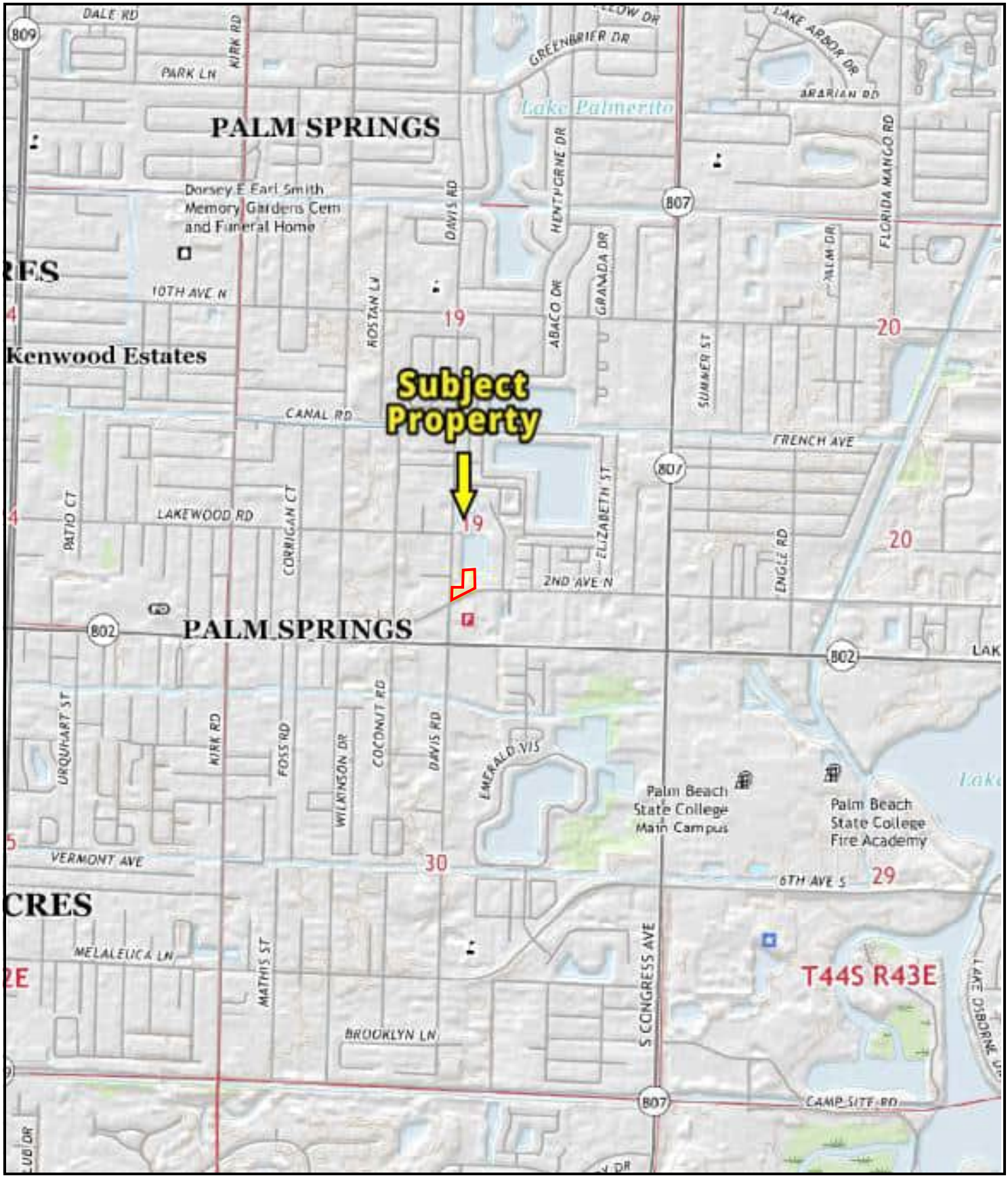
Project No. 24-460411.1

PARTNER



FIGURE 2: SITE PLAN
Project No. 24-460411.1

PARTNER



N

USGS 7.5 Minute *Lake Worth, Florida* Quadrangle
Created: 1945 / Revised: 2021

Subject Property

FIGURE 3: TOPOGRAPHIC MAP
Project No. 24-460411.1

PARTNER

APPENDIX A: SITE PHOTOGRAPHS



1. Front entrance of subject building, south side



2. View of subject property facing west



3. North side of subject building, facing east (onsite transformer in background)



4. Eastern portion of the subject property, facing east



5. South side of subject building, facing northeast



6. Southwestern corner of subject property, facing southwest



7. West side of subject building, facing east



8. General view of the interior of the subject property



9. General view of the interior of the subject property



10. General view of the interior of the subject property



11. Pole-mounted transformer on subject property



12. Adjoining north/northeastern stormwater retention pond



13. Adjoining eastern commercial building and residence



14. Adjoining northwestern residences (east side of Davis Road)



15. Adjoining southern restaurant/bar across 2nd Avenue North



16. Adjoining southern fire station across 2nd Avenue North



17. Adjoining southeastern residences across 2nd Avenue North



18. Adjoining southwestern trailer facility across intersection of Davis Road/2nd Avenue North



19. Adjoining western vacant commercial land across Davis Road



20. Adjoining western/northwestern commercial building and residence across Davis Road

APPENDIX B: HISTORICAL & SUPPORTING DOCUMENTATION

Property Detail

Parcel Control Number:	70-43-44-19-20-058-0110	Location Address:	3401 2ND AVE N		
Owners:	ADVANCED GLOBAL CONSULTING FIRM LLC	Municipality:	PALM SPRINGS		
Mailing Address:	3900 WOODLAKE BLVD STE 301E, , LAKE WORTH FL 33463 3010				
Last Sale:	AUG-2017	Book/Page#:	29308 / 00881	Price:	$775,000
Property Use Code:	1900 - MEDICAL OFFICE-BUILDING UP TO 4 STORIES	Zoning:	CG - COMMERCIAL GENERAL		
Legal Description:	SUB 19-44-43 ELY 320.94 FT OF SLY 382.61 FT OF TR 58 LYG N OF RD (LESS N 208.18 FT OF W 115 FT)	Total SF:	3575	Acres	1.13



2024 Values

Improvement Value	$154,626
Land Value	$443,646
Total Market Value	$598,272
Assessed Value	$598,272
Exemption Amount	$0
Taxable Value	$598,272

All values are as of January 1st each year.

2024 Taxes

Ad Valorem	$11,624
Non Ad Valorem	$1,071
Total Tax	$12,695

2025 Qualified Exemptions

Applicants

Building Footprint (Building 1)



Subarea and Square Footage (Building 1)

Description	Area Sq. Footage
UNFINISHED OFFICE BASE	3575
Total Square Footage :	3575

Extra Features

Description	Year Built	Unit
Fence- Chain Link 6ft #11 Gaug	2001	162
Paving- Asphalt	1980	11250

Unit may represent the perimeter, square footage, linear footage, total number or other measurement.

Structural Details (Building 1)

	Description	
1	Year Built	1980
2	VETERINARY CLINIC	3575

Owner : ADVANCED GLOBAL CONSULTING FIRM LLC PCN: 70434419200580110 1 of 1

DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser



Soil Map—Palm Beach County Area, Florida
(Soil Map)



Map Scale: 1:682 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 10 20 40 60

Feet
0 30 60 120 180

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Palm Beach County Area, Florida
Survey Area Data: Version 21, Aug 22, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 10, 2022—May 1, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

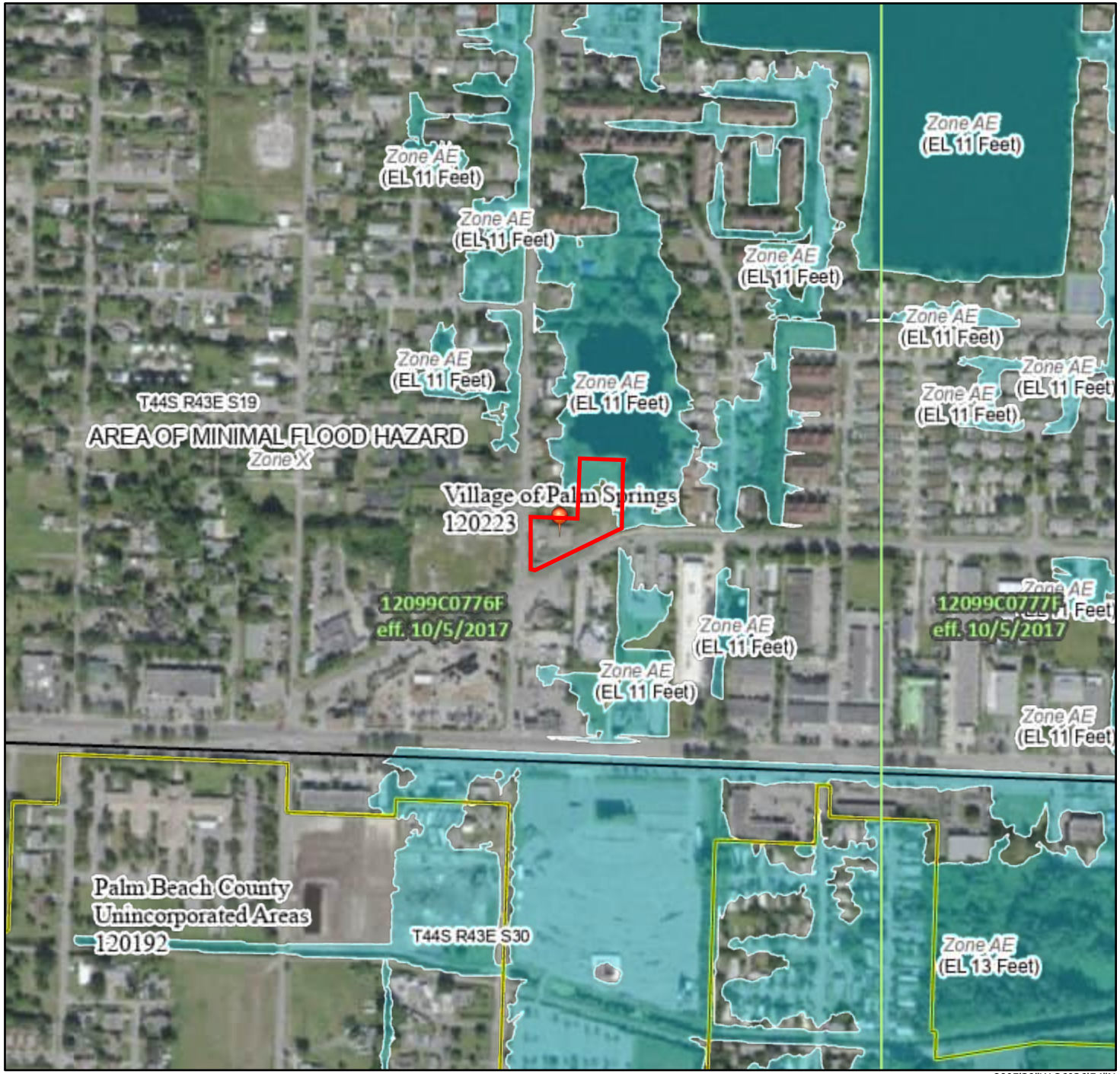
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Arents-Urban land complex, 0 to 5 percent slopes	1.1	100.0%
99	Water	0.0	0.0%
Totals for Area of Interest		**1.1**	**100.0%**

National Flood Hazard Layer FIRMette

FEMA

80°6'7"W 26°37'27"N



80°5'30"W 26°36'54"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

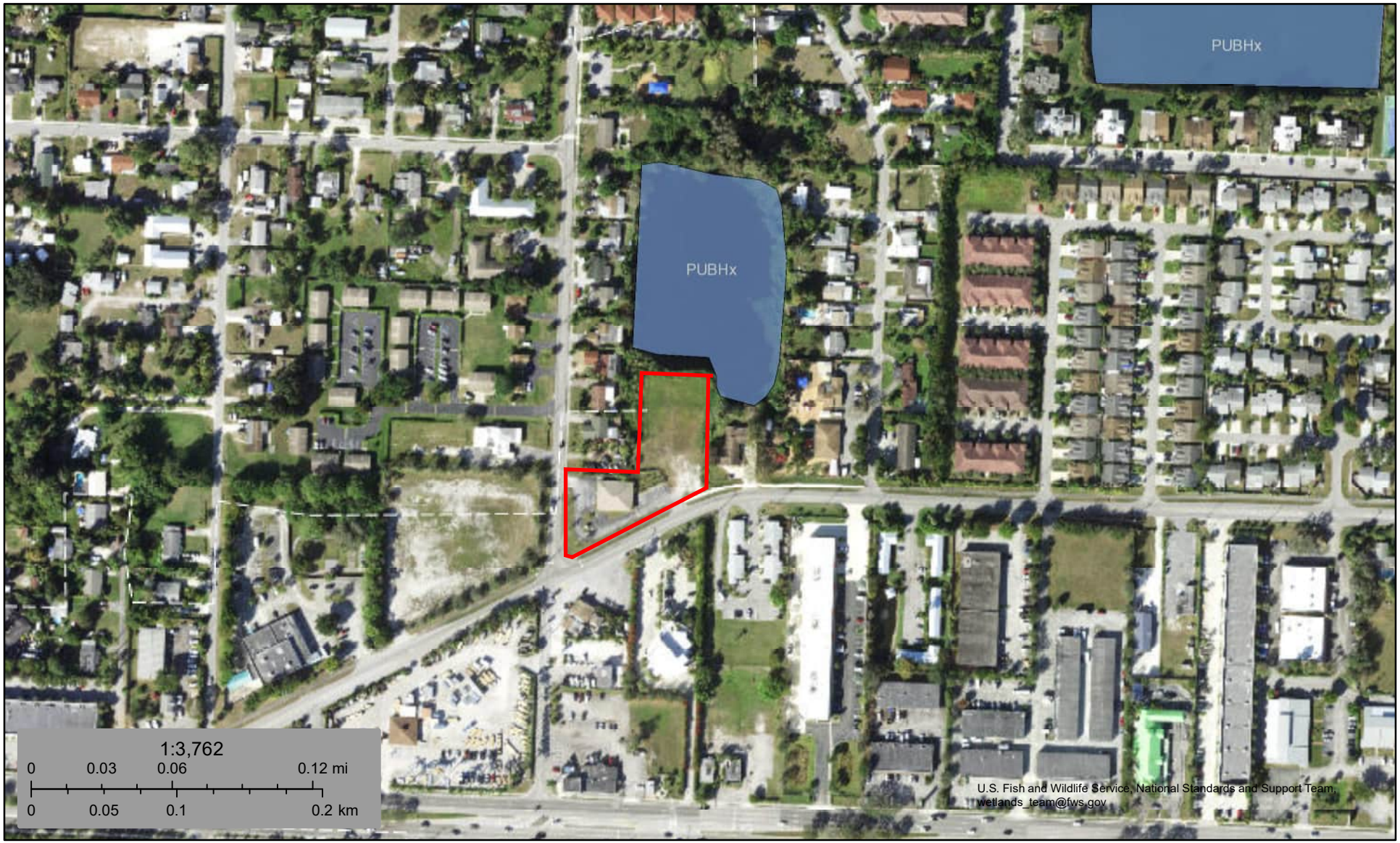
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/11/2024 at 1:56 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

U.S. Fish and Wildlife Service
National Wetlands Inventory

Wetland Map

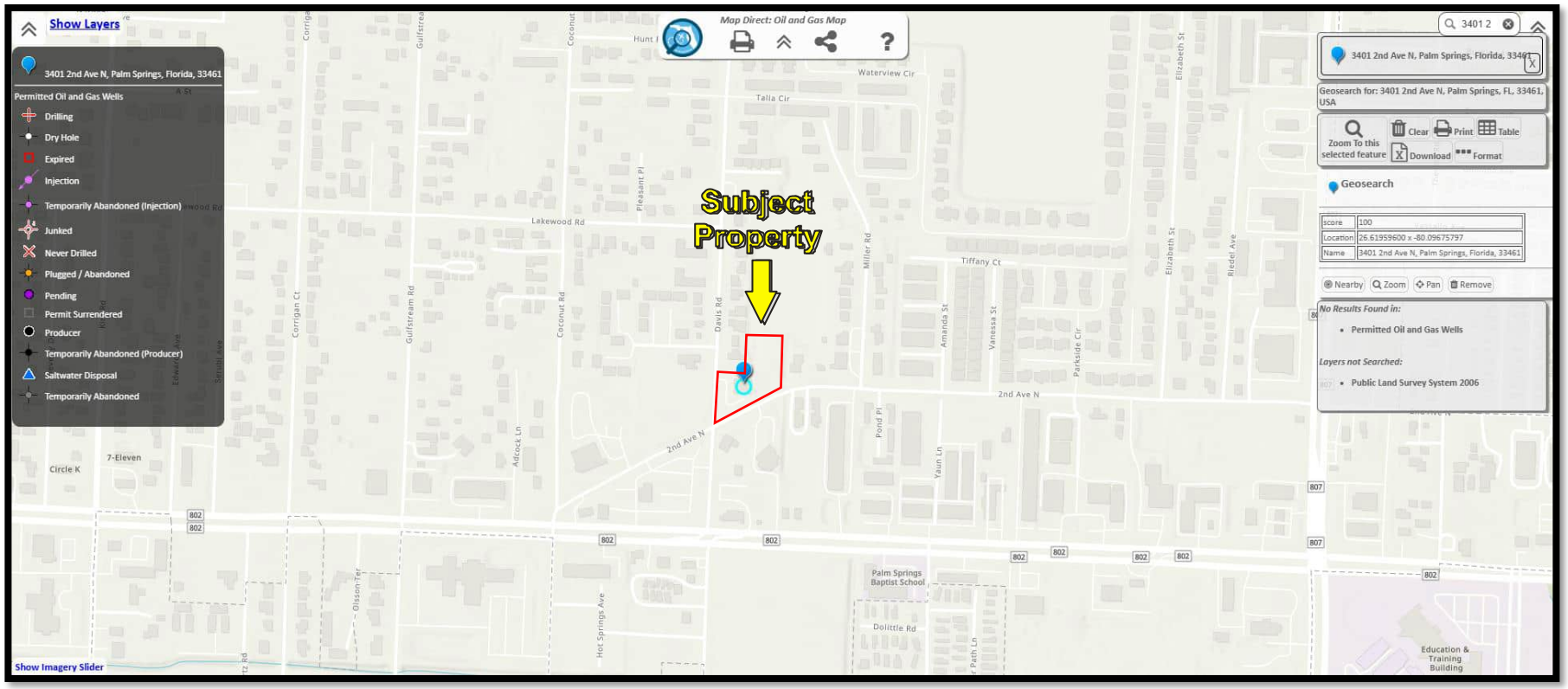


October 11, 2024

Wetlands

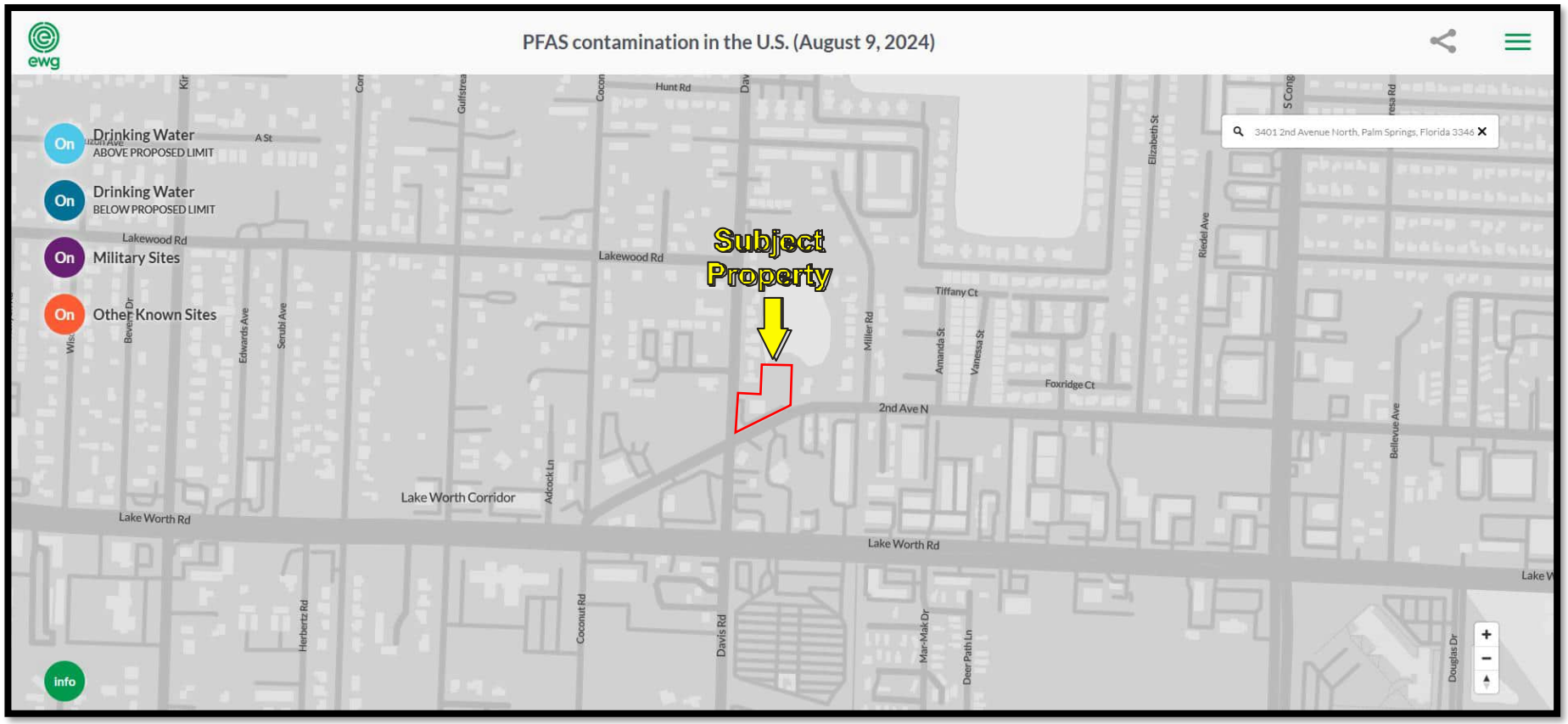
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



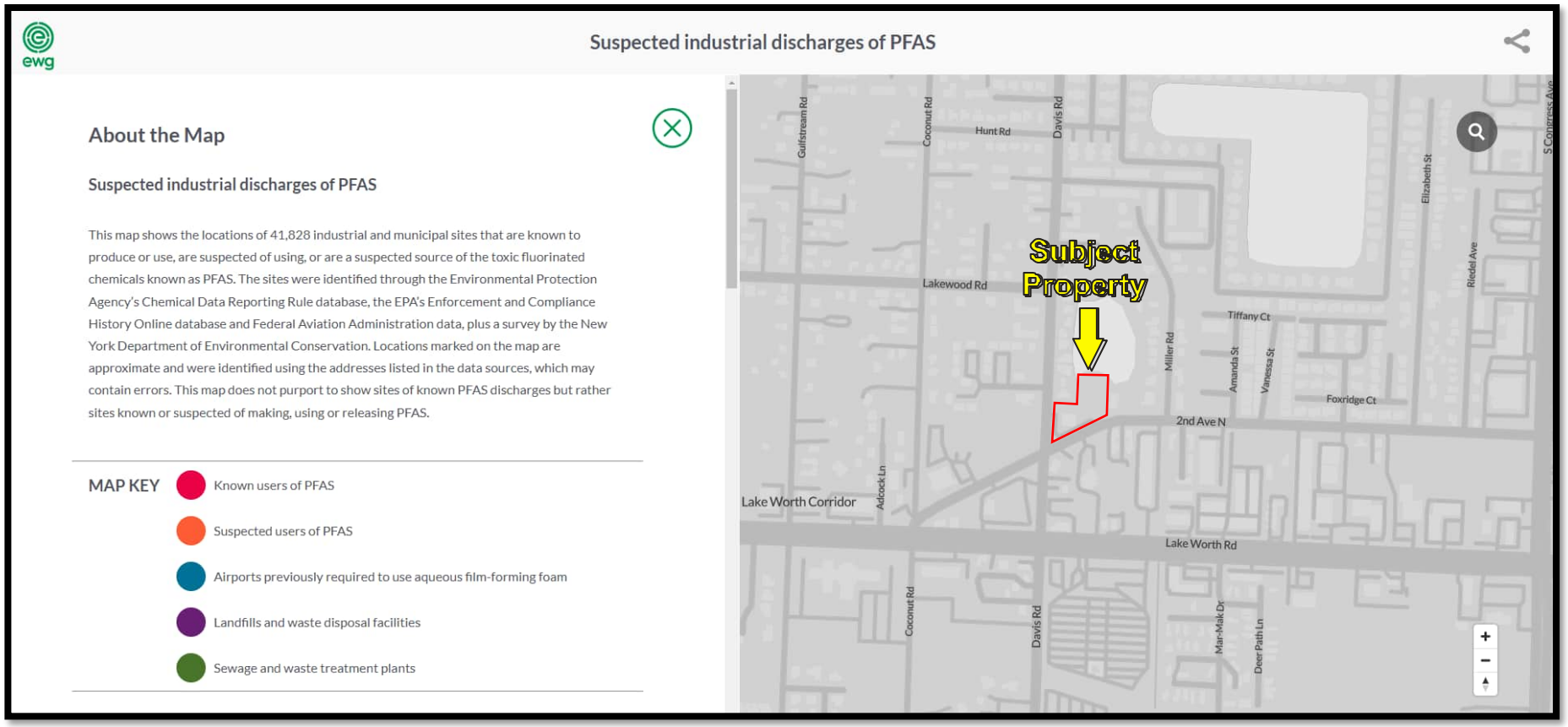
FDEP OIL & GAS WELL MAP

PARTNER



EWG MAP – PFAS CONTAMINATION CASES

PARTNER



EWG MAP – SUSPECTED PFAS USERS/DISCHARGERS

PARTNER

VILLAGE OF PALM SPRINGS

2023 WATER QUALITY REPORT

A GREAT PLACE TO CALL HOME



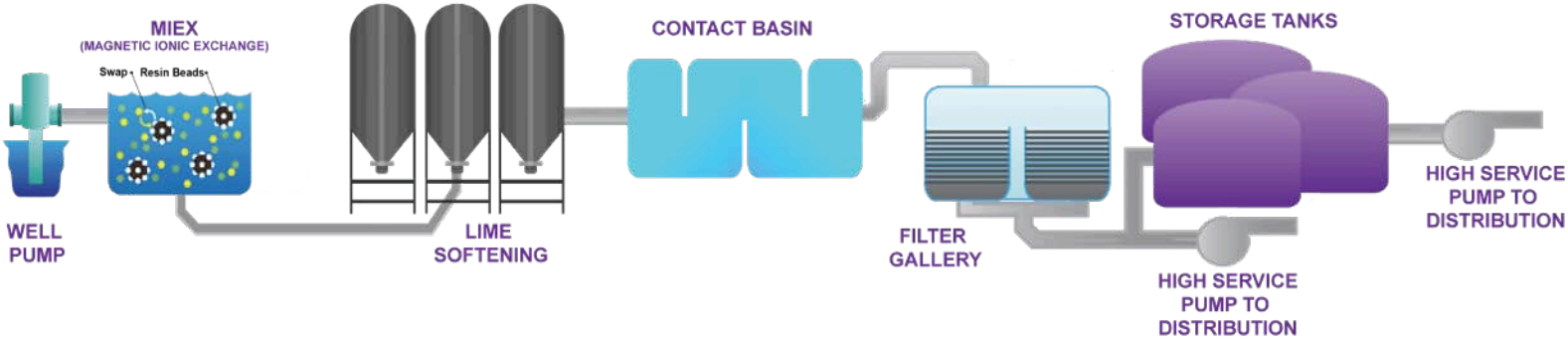
Este informe contiene información muy importante sobre su agua potable. Visite Salón del pueblo para obtener una copia de este informe en español.

The Village of Palm Springs is pleased to provide you with this year's Annual Drinking Water Quality Report. We want to keep you informed about the services we have delivered to you over the past year. Our goal is and always has been, to provide to you a safe and dependable supply of drinking water. This report shows our water quality results for 2023.

Where Does Our Drinking Water Come From?

Our water source is the surficial aquifer in eastern Palm Beach County. This aquifer is an underground geologic formation where water is stored, extending from a few feet to approximately 200 feet below land surface. The water is pumped from the aquifer to the land surface at 17 wellfield sites and is transported to the one of the two Village owned Water Treatment Plants. At the Plants, the water is pre-treated with magnetic ion exchange, lime-softened, disinfected and filtered prior to entering the water distribution system

Treatment Process



Source Water Assessment?

To ensure that your drinking water is safe, not just at the tap but at its source, the Florida Department of Environmental Protection (FDEP) conducts potential contamination studies of all source water. These studies are conducted by evaluating the travel time to the source water (5 years in our case), the hydrology of the area and determining what businesses or operations use possible contaminants within that area, such as dry cleaners, auto repair shops and gas stations. The contaminant susceptibility levels only describe potential contamination due to nearby activity and is not based on monitoring data. The assessment is conducted to provide information about any potential sources of contamination in the vicinity of our wells. The 2023 assessment identifies 5 potential sources of contamination, from low to moderate susceptibility levels, from 17 assessed wells.

The Source Water Assessment potential contaminant information, in conjunction with our own continuous source water monitoring program—which tests for organics, nutrients, metals and microbiological parameters quarterly—ensures that our source water remains safe. You may review the Source Water Assessment results on the FDEP Source Water Assessment and Protection Program website at https://prodapps.dep.state.fl.us/swapp/Welcome/detailsByPwsNumber/4501058.

Annual Water System Maintenance

To ensure water quality year-round, it is common practice to implement a two-part maintenance process that includes treatment modification and pipeline flushing.

Part 1 - Treatment Modification

At least once a year, the Village changes from using chloramine (a combination of chlorine and ammonia) to using only chlorine, cleaning the pipes to ensure optimum water quality throughout the year. The Village monitors drinking water to ensure the disinfectant levels are safe and consistent within our distribution system. Although chlorine is safe for consumption, it must be removed from water used for kidney dialysis and aquariums.

Part 2 - Pipeline Flushing

During this same time treatment modification starts, you may notice Utilities staff out in your community conducting hydrant flushing. This is a common practice for many U.S water systems to bring freshly treated water to distant parts of the pipeline network. This process helps maintain healthy levels in all parts of the distribution network.

Will I notice a change in my drinking water?

During the temporary switch, some customers may notice a stronger chlorine taste or smell in their drinking water. The taste and odor are not a health risk. Chlorine levels continue to meet EPA standards. If you notice a taste or smell, we recommend refrigerating tap water in an open pitcher. Within a few hours, the taste and odor will disappear.

How will I know when this maintenance is happening?

The Village sends notifications about treatment modifications on your monthly Utility Bill, on the Village website and through the Village's social media.

Water Quality Testing Results Table

In the data tables, you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

Locational Running Annual Average (LRAA): The average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

Maximum Contaminant Level or MCL: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level or MRDL: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal or MRDLG: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per million (ppm) or Milligrams per liter (mg/l): one part by weight of analyte to 1 million parts by weight of the water sample.

Parts per billion (ppb) or Micrograms per liter (ug/l): one part by weight of analyte to 1 billion parts by weight of the water sample.

Why are Contaminants in Drinking Water?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals—and in some cases radioactive material—and can pick up substances resulting from the presence of animals or from human activity.

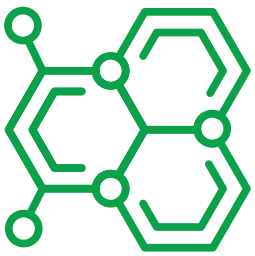
In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the number of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Information Helpline at **1–800–426–4791**.

Contaminants that may be present in source water:



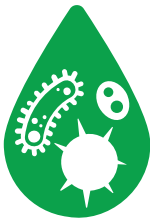
Inorganic contaminants such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.



Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff and septic systems.



Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.



Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.



Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Center for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline at **1-800-426-4791**.

2023 Water Quality Testing Results Table

The Environmental Protection Agency (EPA) requires monitoring of over 80 drinking water contaminants. Those contaminants listed in the table below are the only contaminants detected in your drinking water.

Inorganic Contaminants

Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
Barium	11/23	N	0.0059	0.0059	2	2.0	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Fluoride (ppm)	11/23	N	0.20	0.15 - 0.20	4	4.0	Erosion of natural deposits; discharge from fertilizer and aluminum factories. Water additive which promotes strong teeth when at the optimum level of 0.7 ppm
Sodium (ppm)	11/23	N	42.17	38.6 - 42.7	N/A	160	Saltwater intrusion, leaching from soil

Stage 1 Disinfectant and Disinfection By-Product

Disinfectant or Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	MCL or MRDL Violation Y/N	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contamination
Chlorine and Chloramines (ppm)	01/23 - 12/23	N	2.88	0.30-4.3	MRDLG = 4	MRDL = 4.0	Water additive used to control microbes

Stage 2 Disinfectant and Disinfection By-Product

Contaminant and Unit of Measure	Dates of Sampling (mo/yr)	MCL Violation Y/N	Level Detected	Range of Results	MCLG or MRDLG	MCL or MRDL	Likely Source of Contamination
HAA5 (ppb) (Haloacetic Acids)	02/23, 05/23, 09/23, 11/23	N	37.5	18.0-56.0	N/A	60	By-product of drinking water disinfection
TTHM (ppb) (Total Trihalomethanes)	02/23, 05/23, 09/23, 11/23	N	44.25	20.0-59.0	N/A	80	By-product of drinking water disinfection

2023 Water Quality Testing Results Table Cont.

Lead and Copper (Tap Water)

Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	AL Exceeded Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	08/23 - 09/23	N	0.0210	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppm)	08/23 - 09/23	N	0.893	0	0	15	Corrosion of household plumbing systems; erosion of natural deposits

Lead and Drinking Water If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

The Village of Palm Springs is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking.

If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at 1–800–426–4791 or at epa.gov/safewater/lead.

Microbiological Contaminants

Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	TT Violation Y/N	Result	MCLG	TT	Likely Source of Contamination
Total Coliform Bacteria*	09/23	Y	Positive	N/A	TT	Naturally present in the environment

Coliforms are bacteria that are naturally present in the environment and are used as an indicator that another potentially harmful waterborne pathogen may be present, or that a potential pathway exists through which contamination may enter the drinking water distribution system. We found coliforms indicating the need to look for potential problems in water treatment or distribution. When this occurs, we are required to conduct assessment(s) to identify problems and to correct any problems that were found during these assessments.

During the past year, we were required to conduct one (1) Level 1 assessment. One (1) Level 1 assessment was completed. In addition, we were required to take two (2) corrective actions and we completed two (2) of these actions.

Level 1 Assessment: A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.

Understanding the Measurements

Laboratory results are reported as “parts per million” (ppm) or “parts per billion (ppb).” Here’s a visual representation of what that looks like:

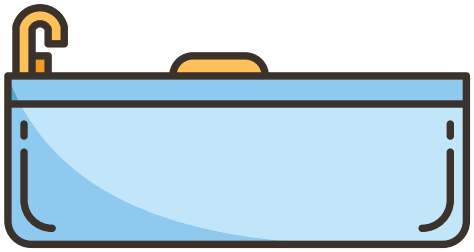
This is a Standard bathtub.

The average bathtub holds 80 gallons of water.

ppb (parts per billion):



Means 1 part per 1,000,000,000 parts. This like 4 drops of ink in a full bathtub.

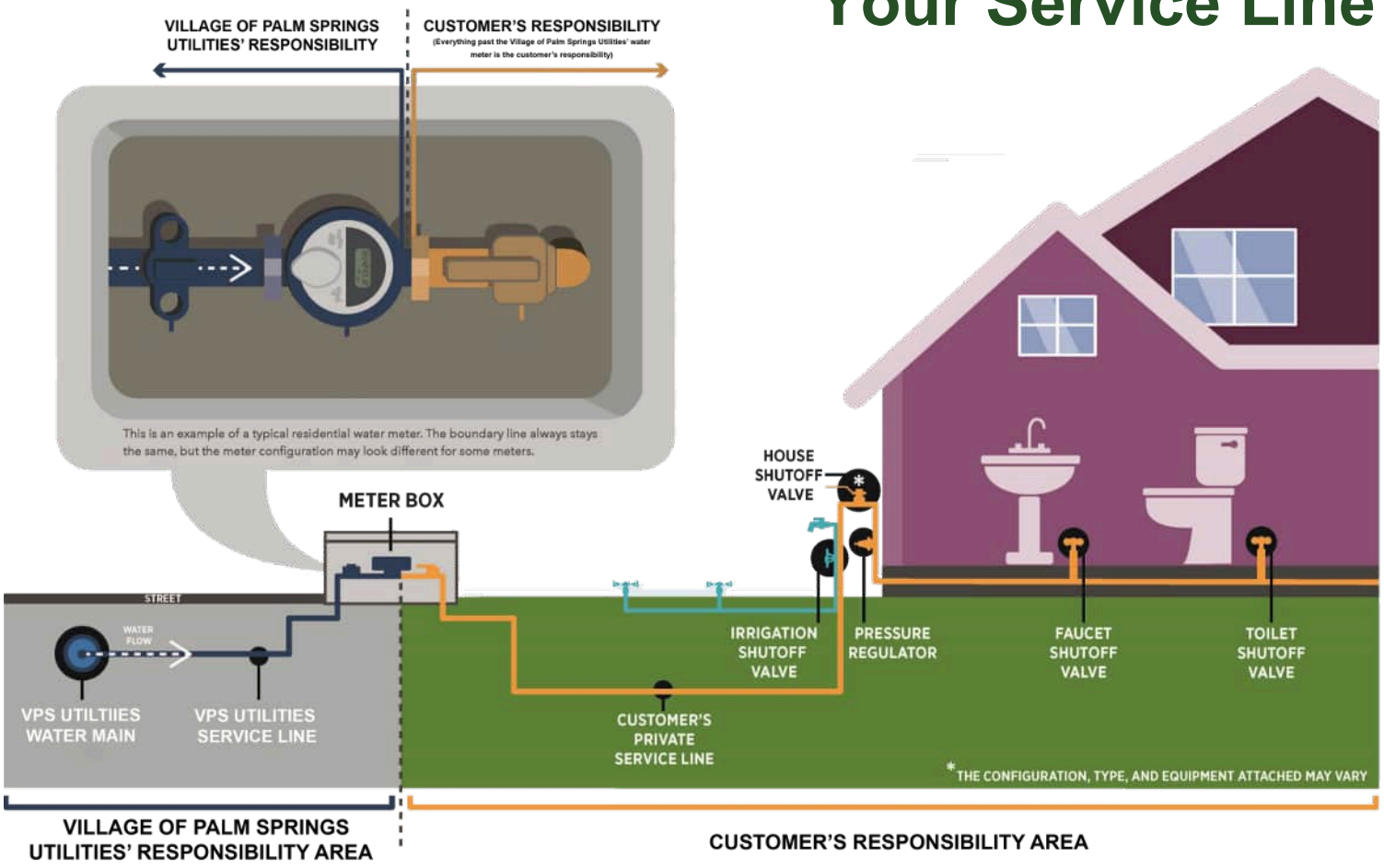


ppm (parts per million):



Means 1 part per 1,000,000 parts. This like 8 drops of ink in a full bathtub.

Your Service Line



Tips for Maintaining Quality Water

Many factors in your household plumbing can affect your water quality. Follow these simple tips to ensure the quality of the water that flows from the Village’s water main remain the same as it flows to your tap.



Regularly clean your faucet aerators screens located at the tip of your faucets.



If you use filters, make sure to routinely replace cartridges according to the manufacturer’s instructions.



A water heater needs to be properly drained as part of its regular maintenance according to the manufacturer’s instructions.

CUSTOMER RESOURCES

Emergencies

- Report an urgent concern, such as a discolored water, sewage backup, hydrant leak, or water breaks: (561) 584-8200, option #1
- Sign-up to receive emergency alerts and notifications with CodeRED

Customer Billing & Service Questions

- Speak with a customer service representative, Monday - Friday, 8 AM - 5 PM: (561) 584-8200, option # 1

Pay your Bill Online

- Manage your account: https://www.vpsfl.org/164/Pay
- Learn about the convenient ways for customers to pay their bill: https://www.vpsfl.org/681/Billing-and-Payments

Stay Informed

- We want our customers to be informed, find our important notices at https://www.vpsfl.org/322/Utilities
- Follow us on social media:

@VPSFL

In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. These improvements are sometimes reflected in rate structure adjustments. We at the Village of Palm Springs work around the clock to provide safe, dependable, great tasting water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future. We encourage our valued customers to be informed about their water utility.

ABOUT THIS REPORT

This report contains important information about your water quality. If you want to learn more, contact David Burgin, Utilities Superintendent, at (561) 584-8200 ext. 8718 or attend one of our scheduled council meetings. For more information concerning your water utility or council meetings visit www.vpsfl.org.

To view this report online visit

https://www.vpsfl.org/324/Consumer-Confidence-Report

Please share this report with those who may not have recieved this notice directly (for example people in apartments, nursing homes, and businesses). You can do this by posting this notice in a public place or distributing copies by hand and mail. To receive a printed copy of this report, please call (561)584-8200 x.8719.

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

VILLAGE OF
PALM SPRINGS
FLORIDA

Village of Palm Springs Utilities Department
226 Cypress Lane
Palm Springs, FL 33461
www.VPSFL.org
(561) 584-8200

A Great Place To Call Home

Furman, Melanie

From: Florida Department of Health <fdh@mycusthelp.net>
Sent: Friday, October 11, 2024 2:01 PM
To: Furman, Melanie
Subject: Public Records Request :: P126791-101124

CAUTION: This message originated from outside the Partner organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melanie Furman:

This email is to confirm receipt of your public records request. If this request requires extensive use of resources, this office will contact you again once an estimate of the costs associated with producing the records you seek is prepared. The tracking number associated with your request is in the subject line of this email. If you have any questions, please let me know. Your request was received in this office on 10/11/2024 and given the reference number **P126791-101124** for tracking purposes.

Records Requested: Good Afternoon, I am conducting a Phase I ESA in South Florida and am requesting any available health department records for the property to include septic records if applicable. The address is listed as: 3401 2nd Avenue North, Palm Springs, Florida 33461 (Parcel number: 70-43-44-19-20-058-0110). If relevant records exist, please advise and email copies of available documents. Thank you! Melanie Furman, Partner ESI

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed.

Florida Department of Health

To track your request and respond, visit the **Public Records Center**, then click on "View My Public Records Requests."

Furman, Melanie

From: Florida Department of Health <fdh@mycusthelp.net>
Sent: Tuesday, October 22, 2024 1:13 PM
To: Furman, Melanie
Subject: Public Records Request :: P126791-101124

Follow Up Flag: Flag for follow up
Flag Status: Completed

CAUTION: This message originated from outside the Partner organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

--- Please respond above this line ---

Dear Requestor:

A search of the Environmental Public Health Division permitting, inspection and complaints database found the following records associated with the address at 3401 2nd Avenue North, Palm Springs, Florida 33461:

• A closed biomedical waste permit, subtype veterinarian (50-64-02156) issued to VCA Palm Beach County Animal Hospital, which expired on 9/30/2009. The last routine annual compliance inspection conducted on 2/21/2008 was satisfactory.
• A closed biomedical waste permit, subtype veterinarian (50-64-04222) issued to VCA Palm Beach County Animal Hospital, which expired on 9/30/2015. The last routine annual compliance inspection conducted on 12/10/2014 noted the facility was out of business.
• A closed hazardous waste permit (50-73-03003) issued to VCA Palm Beach County Animal Hospital, which expired on 12/31/2015. The last routine annual compliance inspection conducted on 12/10/2014 was satisfactory.

There were no records of wells, septic tanks, or other wastewater issues.

Keep in mind that this is only a review of our electronic records of reported events or actions by our staff, and is not to be construed as any guarantee of no contamination.

Please note that some of the programs in the Division of Environmental Public Health are delegated by the Department of Environmental Protection (DEP). The records and data for these delegated programs can also be found at DEP's OCULUS website at https://url.avanan.click/v2/r01/___https://depedms.dep.state.fl.us/Oculus/servlet/login___.YXAzOnBhcnRuZXJlc2k6YTpvOjllYmM4ODFkNWI5MTRlYjE1ZTk0MjdhZjVmMmY2NjA5Ojc6MTBjZTpkYThmNGFiNjE0ZjUwYzhmNTAwYjA2MDJkNDNlMjM1NjZlMzQ2NjI5NWY0MGZhYjQyMTA2NjZjMWQyZjFiODRhOnQ6VDpO .

Best,

Kendra Washington
Public Records Manager

Florida Department of Health
Office of the General Counsel
4052 Bald Cypress Way, Bin A-02
Tallahassee, FL 32399
Telephone: 850-617-1408
Fax: 850-245-4790

Email: Kendra.Washington@flhealth.gov

Furman, Melanie

From: JustFOIA Notification <PBCFR@request.justfoia.com>
Sent: Friday, October 11, 2024 2:07 PM
To: Furman, Melanie
Subject: Palm Beach County Fire Rescue - Records Request Confirmation PRS-2024-466

CAUTION: This message originated from outside the Partner organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Requestor,

Thank you for submitting a request for records on Friday, October 11, 2024 regarding

Field Name	Response
Name	Melanie Furman
Standard-Form	4
Email	mfurman@partneresi.com
Phone	5618937437
Address	300 Avenue of the Champions
City	Palm Beach Gardens
State	FL
Zip	33418
Description	Good Afternoon, I am conducting a Phase I ESA in South Florida and am requesting any available fire department records for the properties, to include fire code inspections, violations, and emergency responses to HAZMAT incidents if applicable. The address is listed as: 3401 2nd Avenue North, Palm Springs, Florida 33461 (Parcel number: 70-43-44-19-20-058-0110). If relevant records exist, please advise and email copies of available documents. Thank you!

.

Your security key is 724076C4.

Your request reference number is Request Number: PRS-2024-466.

Palm Beach County Fire Rescue is committed to providing records as quickly and efficiently as possible. Please note, as a result of an increase in the volume of public records request, we are experiencing a backlog. The processing time of your request may take longer than usual. We understand the importance of your inquiry and assure you that our team is diligently working to facilitate all request in the order in which they were received. Please DO NOT make a duplicate request for a copy of your report/record as this could further delay the turnaround time.

Please have this reference number available when communicating with our staff regarding your request.

Please note that if you chose not to provide contact information, this reference number should be used when communicating with staff and/or when picking up the records related to this request. Additionally, if no contact information was provided, you must contact the appropriate office to verify receipt of your request, to learn of any applicable fees, and authorize your request to move forward, prior to your request moving forward.

Thank you,

Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, FL 33411
561-616-7025
legalliaison@pbcgov.org



Furman, Melanie

From: South Florida Water Management District <sfwmd@mycusthelp.net>
Sent: Friday, October 11, 2024 2:01 PM
To: Furman, Melanie
Subject: Public Records Request :: P011714-101124

CAUTION: This message originated from outside the Partner organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melanie Furman:
Thank you for contacting the South Florida Water Management District. Your public records request has been received and assigned as reference number P011714-101124 for tracking purposes.

This request is currently being processed. Please note that some requests may have costs incurred based on the nature of the request, such as duplication charges, shipping charges and or special service charges. For requests requiring more than one-half hour of time there will be an hourly salary charge for staff to compile the information, copy records and/or review records for statutory exemptions. If charges are applicable, and estimate will be provided prior to fulfillment of this request.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. If you have any questions, you may respond to this email or call 561-682-2729.

Thank you,

Public Records Office
South Florida Water Management District

Record Requested: Good Afternoon, I am conducting a Phase I ESA in South Florida and am requesting any publicly-available water use/environmental resource permits for the site. The address is listed as: 3401 2nd Avenue North, Palm Springs, Florida 33461 (Parcel number: 70-43-44-19-20-058-0110). If relevant records exist, please advise and email copies of available documents or permit information. Thank you!

To track your request and respond, visit the **Public Records Center**, then click on "View My Previous Requests."

Furman, Melanie

From: South Florida Water Management District <sfwmd@mycusthelp.net>
Sent: Monday, October 14, 2024 11:10 AM
To: Furman, Melanie
Subject: Public Records Request :: P011714-101124

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This message originated from outside the Partner organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

--- Please respond above this line ---



10/14/2024

Ms. Melanie Furman
300 Avenue of the Champions
Palm Beach Gardens FL 33418

Dear Melanie:

RE: Public Records Request P011714-101124

The South Florida Water Management District received your public records request on 10/11/2024.

The District has reviewed your request and determined there are no responsive documents related to your request.

If you have any questions or need additional information, please feel free to contact my office by phone at 561-682-2729 or you may respond to this email.

Sincerely,

Juanita Bozeman
Public Records Office
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Fl 33406
Publicrecords@sfwmd.gov

Furman, Melanie

From: Public Records Request <do_not_reply@civicplus.com>
Sent: Friday, October 11, 2024 2:06 PM
To: Furman, Melanie
Subject: Request Confirmation

CAUTION: This message originated from outside the Partner organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for your request!

To request a Public Record please complete the below form

Here is what we have on file:

Public Records Request #10435

Category:	Public Records Request
Priority:	3
Assigned To:	Wynn Kimberly
Submitted:	10/11/2024 2:06 PM
Source:	Website 73.85.17.251

SUBMITTER
Melanie Furman
300 Avenue of the Champions
Palm Beach Gardens, FL 33418

CONTACT
mfurman@partneresi.com
5618937437

3401 2nd Avenue North
Palm Springs, Florida 33461

REQUEST DETAILS

Description

Good Afternoon, I am conducting a Phase I ESA in South Florida and am requesting any available fire department records for the properties, to include fire code inspections, violations, and emergency responses to HAZMAT incidents if applicable. In addition, as part of this assessment, I am requesting any available records for the properties, to include building/planning/zoning records. Site plans, mechanical, electrical and or building permits would be helpful. The address is listed as: 3401 2nd Avenue North, Palm Springs, Florida 33461 (Parcel number: 70-43-44-19-20-058-0110). If relevant records exist, please advise and email copies of available documents. Thank you!

Your Information

Name
Melanie Furman

Fax Number

Email Address
mfurman@partneresi.com

Preferred Contact Method

email

HISTORICAL AERIALS

Project Property: New Village
3401 2nd Avenue North
Palm Springs FL 33461

Project No: 24-460411.1

Requested By: Partner Engineering and Science, Inc.

Order No: 24101100312

Date Completed: October 15,2024

Aerial Maps included in this report are produced by the sources listed above and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property. ERIS provides no warranty of accuracy or liability. The information contained in this report has been produced using aerial photos listed in above sources by ERIS Information Inc. (in the US) and ERIS Information Limited Partnership (in Canada), both doing business as 'ERIS'. The maps contained in this report do not purport to be and do not constitute a guarantee of the accuracy of the information contained herein. Although ERIS has endeavored to present information that is accurate, ERIS disclaims, any and all liability for any errors, omissions, or inaccuracies in such information and data, whether attributable to inadvertence, negligence or otherwise, and for any consequences arising therefrom. Liability on the part of ERIS is limited to the monetary value paid for this report.

Environmental Risk Information Services
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Date	Source	Scale	Comments
1940	Agricultural Stabilization & Conserv. Service	1" = 500'	
1946	Agricultural Stabilization & Conserv. Service	1" = 500'	
1953	Agricultural Stabilization & Conserv. Service	1" = 500'	
1958	United States Geological Survey	1" = 500'	
1968	Florida Department of Transportation	1" = 500'	
1973	Florida Department of Transportation	1" = 500'	
1975	Florida Department of Transportation	1" = 500'	
1984	United States Geological Survey	1" = 500'	
1986	Florida Department of Transportation	1" = 500'	
1995	United States Geological Survey	1" = 500'	
1999	United States Geological Survey	1" = 500'	
2005	United States Department of Agriculture	1" = 500'	
2007	United States Department of Agriculture	1" = 500'	
2010	United States Department of Agriculture	1" = 500'	
2013	United States Department of Agriculture	1" = 500'	
2015	United States Department of Agriculture	1" = 500'	
2017	United States Department of Agriculture	1" = 500'	
2019	United States Department of Agriculture	1" = 500'	
2021	United States Department of Agriculture	1" = 500'	



Year: 1940
Source: ASCS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1946
Source: ASCS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1953
Source: ASCS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1958
Source: USGS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1968
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1973
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1975
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1984
Source: USGS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

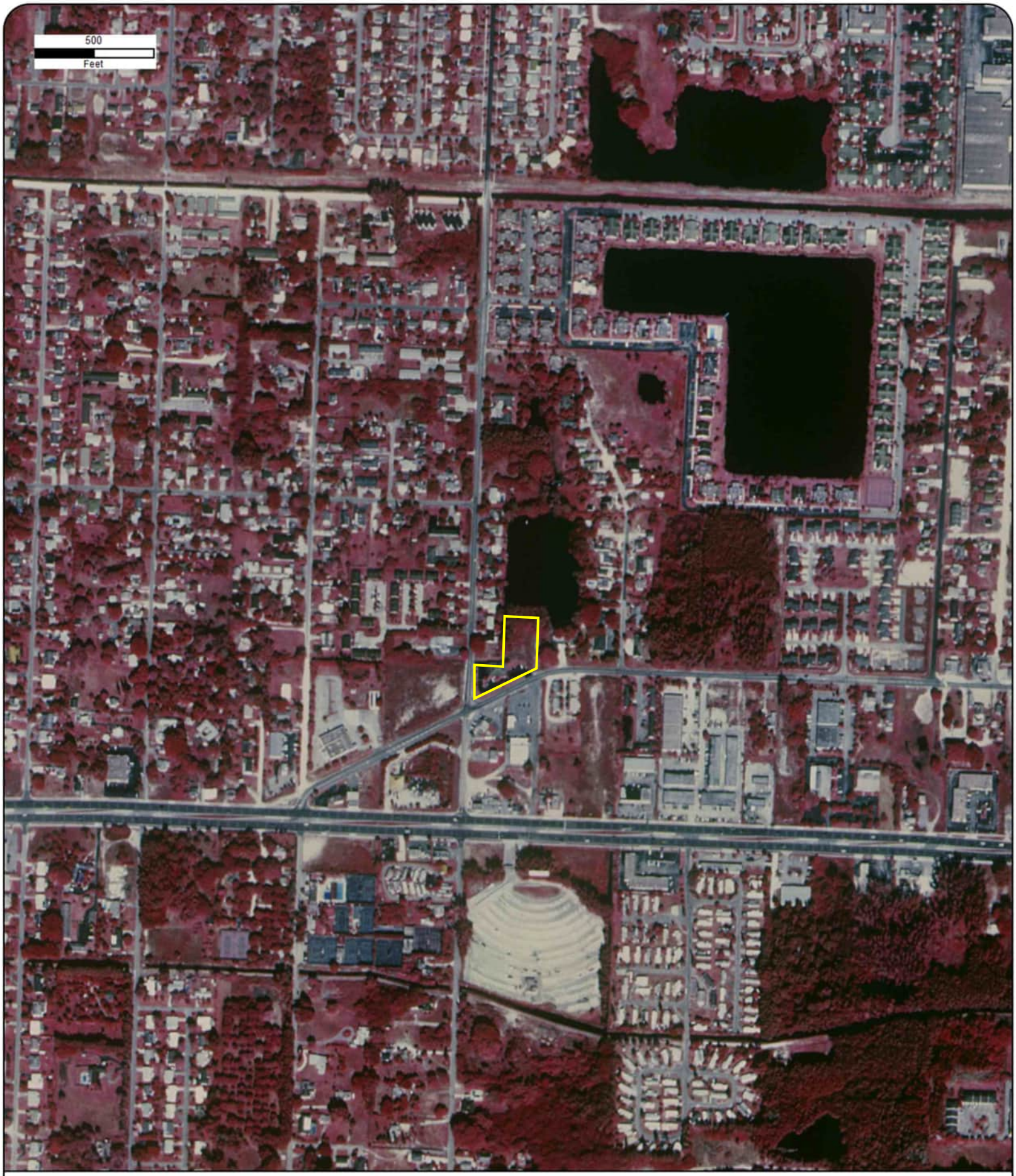


Year: 1986
Source: FDOT
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 1995
Source: USGS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

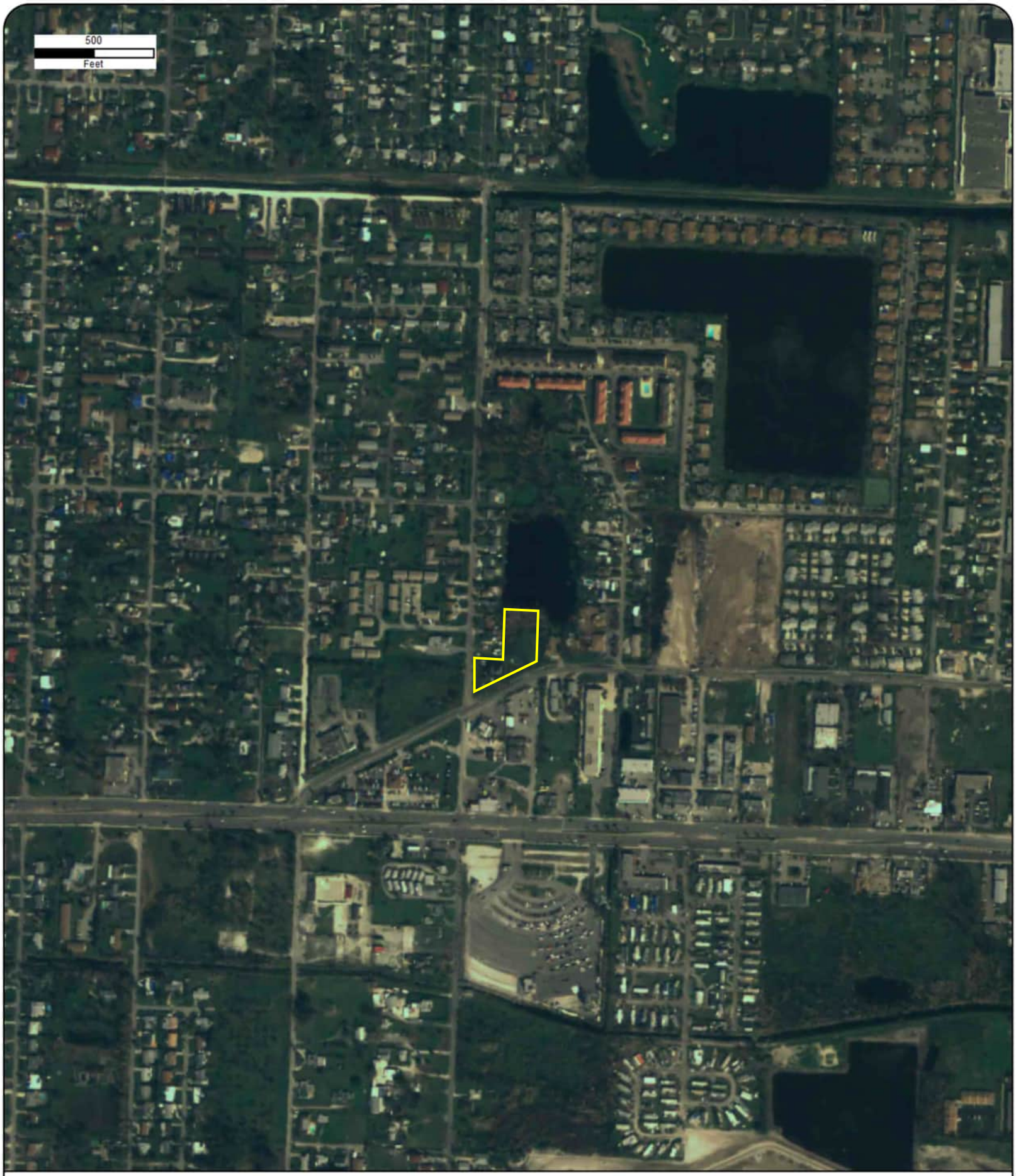


Year: 1999
Source: USGS
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 2005
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

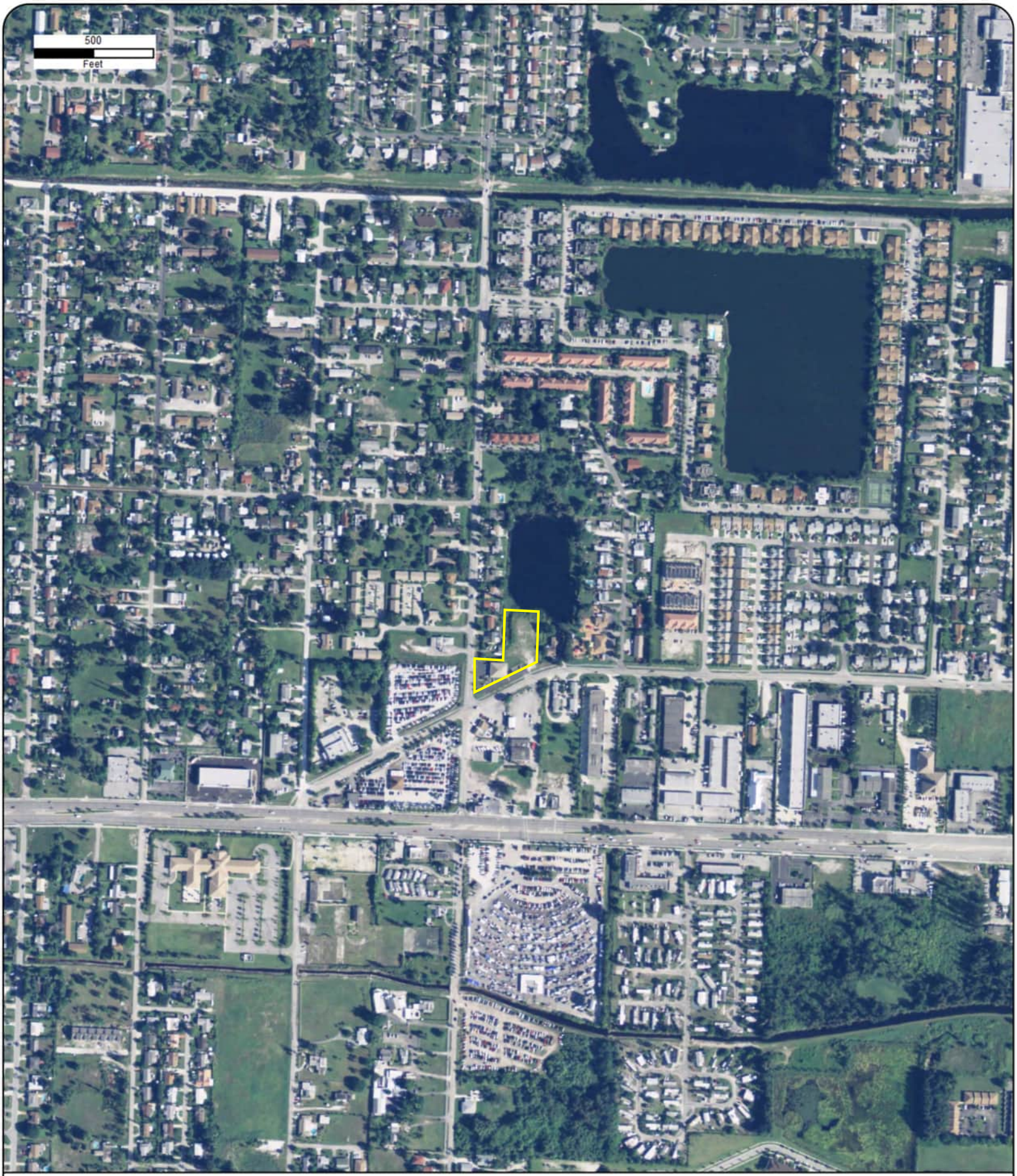


Year: 2007
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

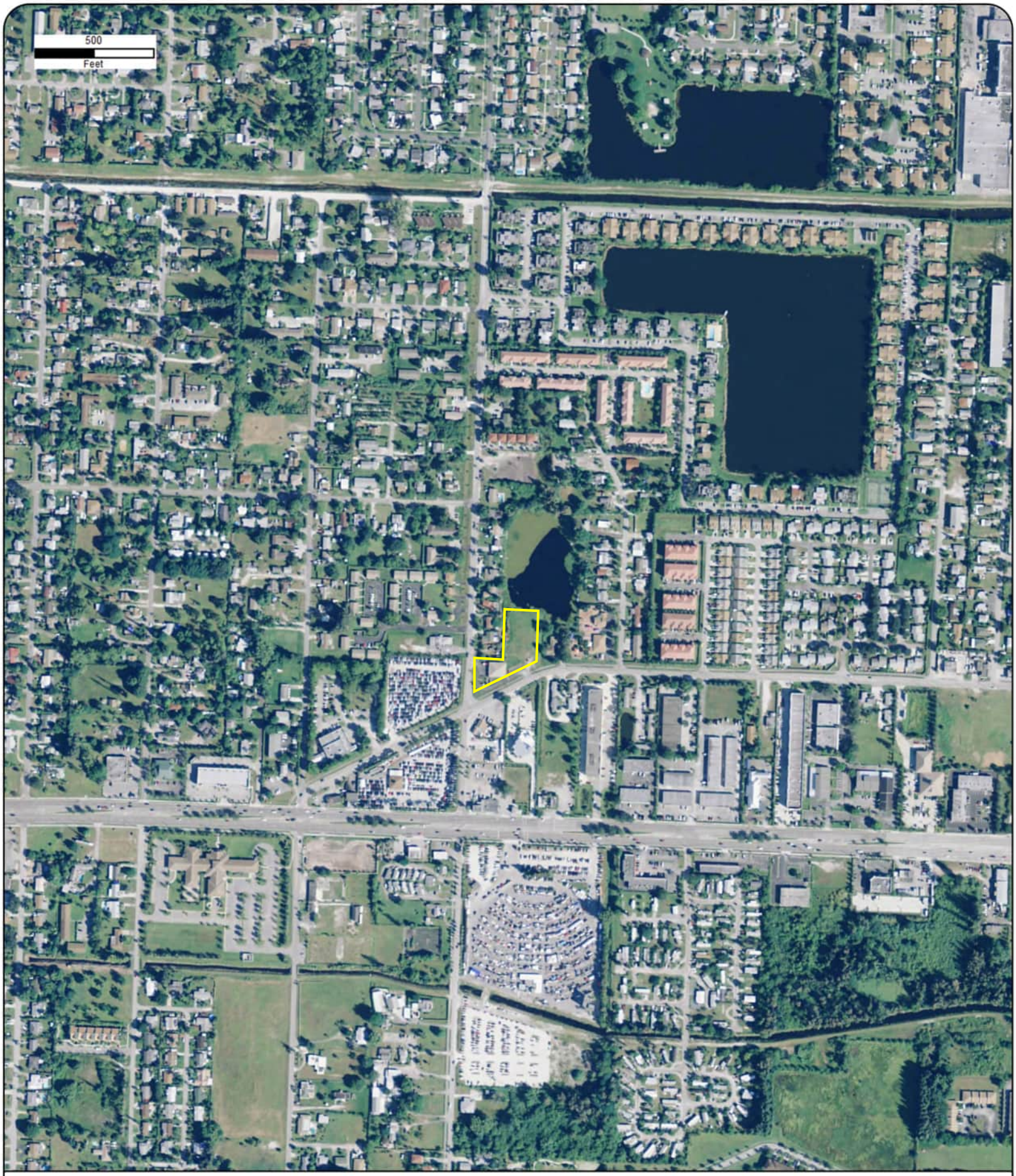


Year: 2010
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 2013
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

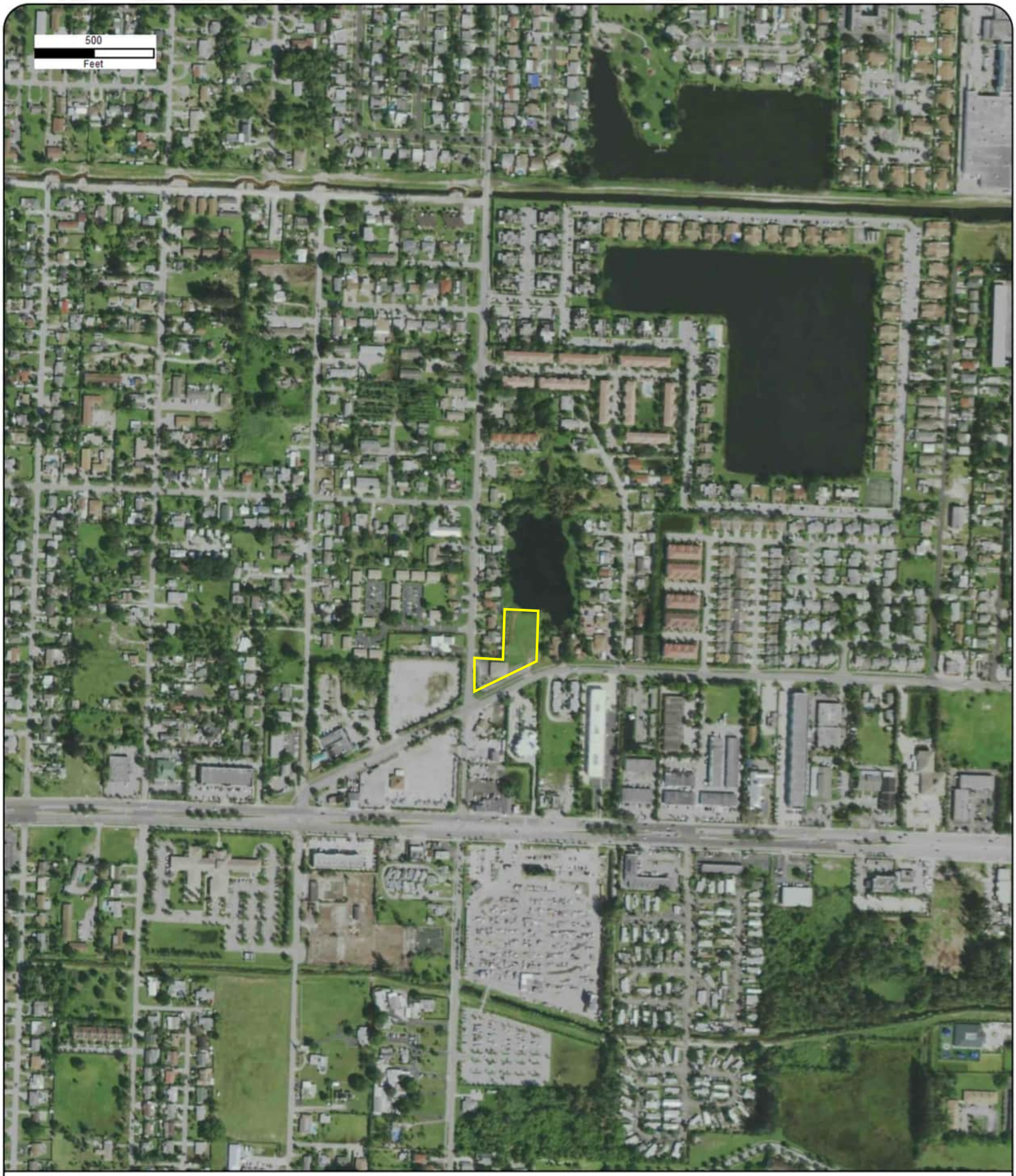


Year: 2015
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

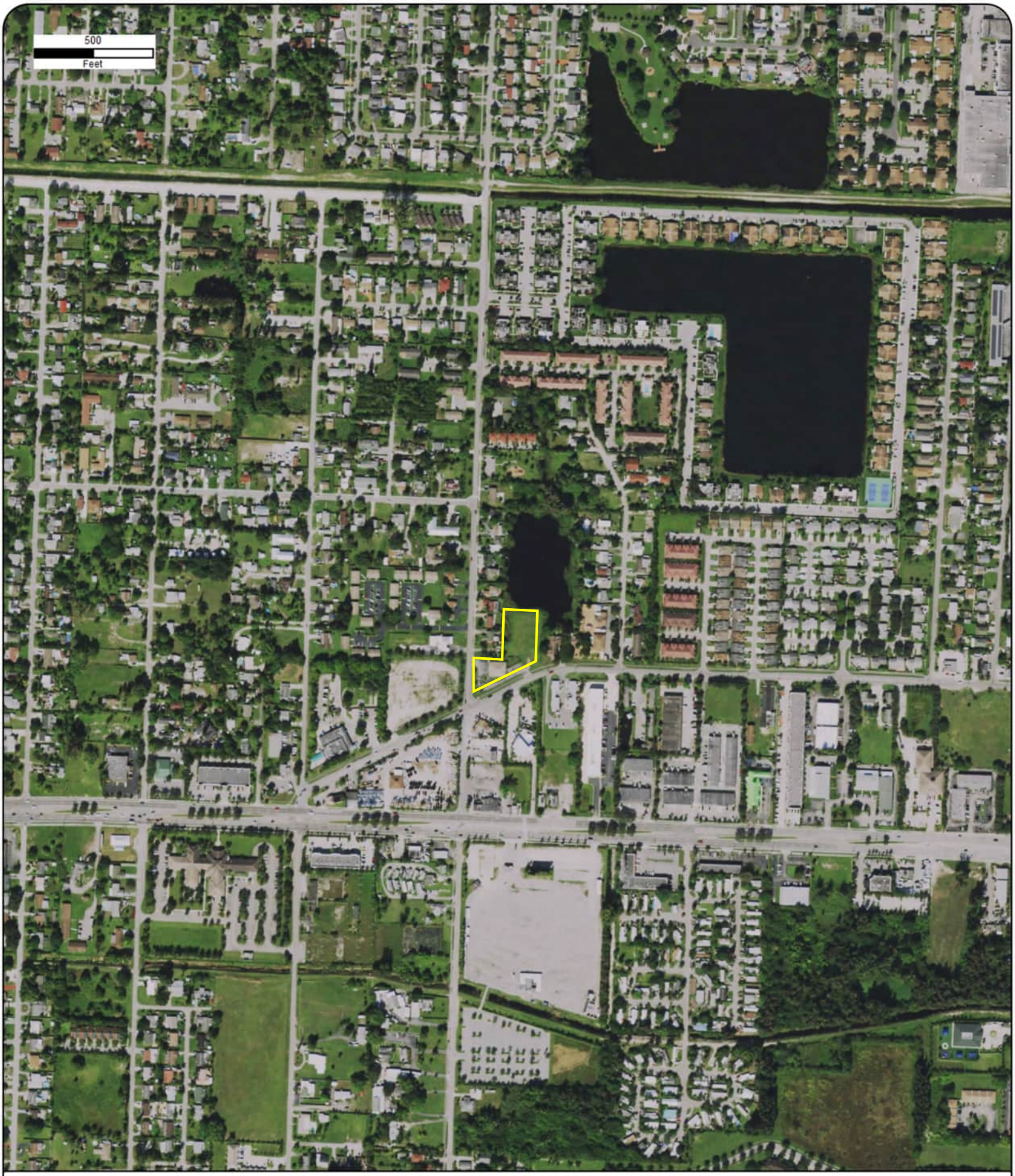


Year: 2017
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

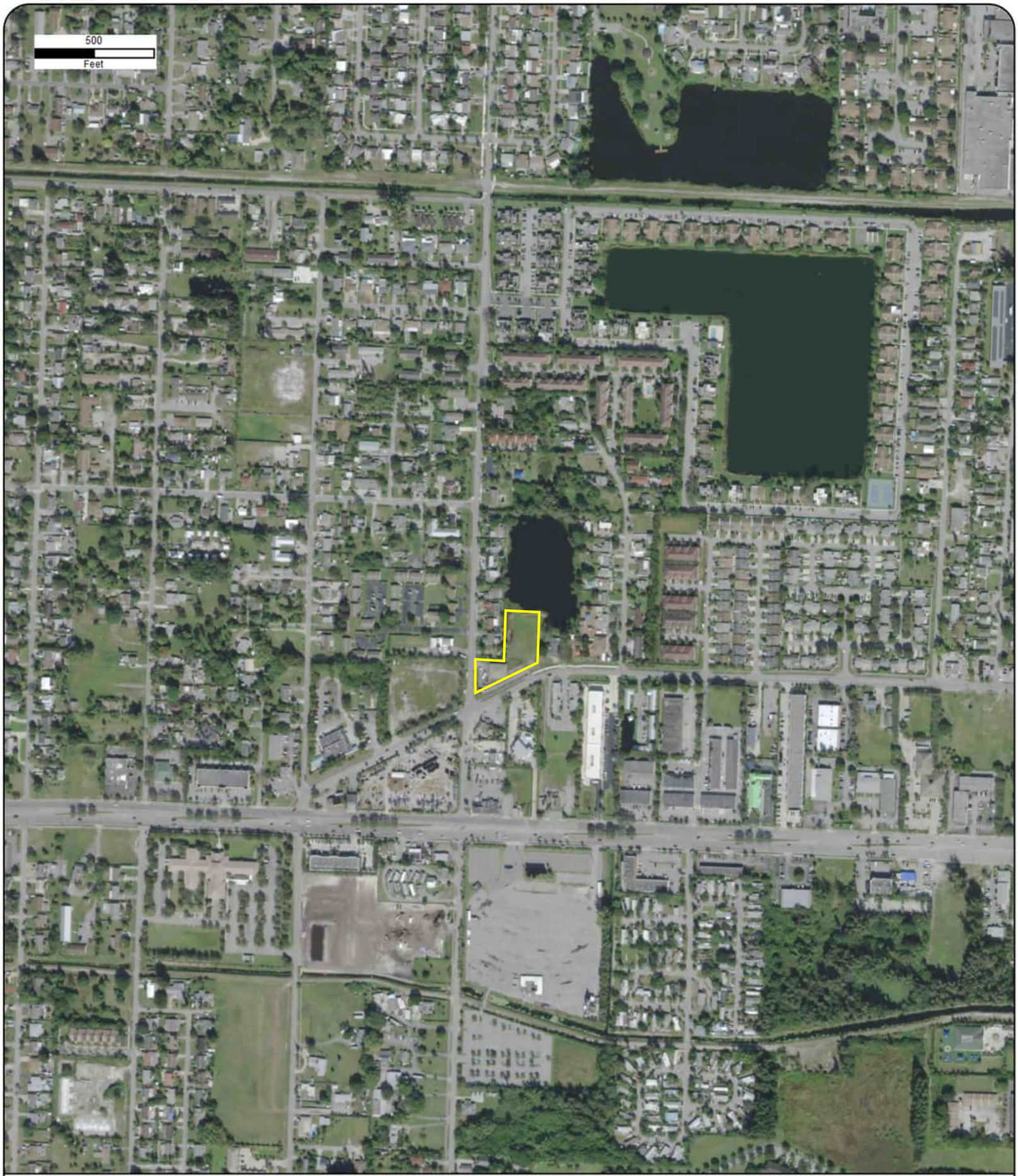


Year: 2019
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER



Year: 2021
Source: USDA
Scale: 1" = 500'
Comment:

Address: 3401 2nd Avenue North, Palm Springs, FL
Approx Center: -80.09658247,26.61979922

Order No: 24101100312

PARTNER

FIRE INSURANCE MAPS

Project Property:	New Village 3401 2nd Avenue North Palm Springs FL 33461
Project No:	24-460411.1
Requested By:	Partner Engineering and Science, Inc.
Order No:	24101100312
Date Completed:	October 12, 2024

Please note that no information was found for your site or adjacent properties.

Environmental Risk Information Services
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CITY DIRECTORY

Project Property:	*New Village* *3401 2nd Avenue North* *Palm Springs,FL 33461*
Project No:	*24-460411.1*
Requested By:	*Partner Engineering and Science, Inc.*
Order No:	*24101100312*
Date Completed:	*October 21, 2024*

Environmental Risk Information Services
A division of Glacier Media Inc.
1.866.517.5204 | info@erisinfo.com | erisinfo.com

October 21, 2024
RE: CITY DIRECTORY RESEARCH
3401 2nd Avenue North
Palm Springs,FL 33461

Thank you for contacting ERIS for an City Directory Search for the site described above. Our staff has conducted a reverse listing City Directory search to determine prior occupants of the subject site and adjacent properties. We have provided the nearest addresses(s) when adjacent addresses are not listed. If we have searched a range of addresses, all addresses in that range found in the Directory are included.

Note: Reverse Listing Directories generally are focused on more highly developed areas. Newly developed areas may be covered in the more recent years, but the older directories will tend to cover only the "central" parts of the city. To complete the search, we have either utilized the ACPL, Library of Congress, State Archives, and/or a regional library or history center as well as multiple digitized directories. These do not claim to be a complete collection of all reverse listing city directories produced.

ERIS has made every effort to provide accurate and complete information but shall not be held liable for missing, incomplete or inaccurate information. To complete this search we used the general range(s) below to search for relevant findings. If you believe there are additional addresses or streets that require searching please contact us at 866-517-5204.

Search Criteria:
3350-3600 of 2nd Ave N
3800-3980 of Davis Rd
Search Notes:
2nd Ave N is also known as Lake Worth Rd (1946 and prior) in Palm Springs. Davis Rd is also known as David Rd in Lake Worth. 2nd Ave N is also known as Lake Worth Rd (1946 and prior) in Palm Springs. Davis Rd is also known as David Rd in Lake Worth. 2nd Ave N is also known as Lake Worth Rd (1946 and prior) in Palm Springs. Davis Rd is also known as David Rd in Lake Worth.

Search Results Summary

Date	Source	Comment
2023	DIGITAL BUSINESS DIRECTORY	
2020	DIGITAL BUSINESS DIRECTORY	
2016	DIGITAL BUSINESS DIRECTORY	
2012	DIGITAL BUSINESS DIRECTORY	
2008	DIGITAL BUSINESS DIRECTORY	
2003	DIGITAL BUSINESS DIRECTORY	
2000	DIGITAL BUSINESS DIRECTORY	
1995	CITY PUBLISHING CO	
1990	CITY PUBLISHING CO	
1986-87	POLKS	
1981	POLKS	
1976	POLKS	
1971	POLKS	
1967	POLKS	
1964	POLKS	
1946	POLKS	
1944	POLKS	

2023 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3392	**SOLANGE ALVARES**	*RESIDENTIAL*
3392	**WILLIAM BANNIN**	*RESIDENTIAL*
3395	**FAITH HOPE LOVE & CHARITY INC**	*MENTAL HEALTH SERVICES*
3401	**VCA ANIMAL HOSPITAL**	*VETERINARIANS*
3401	**VCA ANIMAL HOSPITAL**	*ANIMAL HOSPITALS*
3401	**VCA PALM BEACH CNTY ANML HOSP**	*PET BOARDING SITTING & KENNELS*
3401	**VCA PALM BEACH CNTY ANML HOSP**	*PET TRAINING*
3476	**FRANCHIE'S BAR**	*BARS*
3476	**FRENCHIES**	*DRINKING PLACES ALCOHOLIC BEVERAGES*
3476	**FRENCHIES**	*COCKTAIL LOUNGES*
3595	**TRANSITIONAL LEARNING ACADEMY**	*EDUCATION CENTERS*
3595	**UCP OF SOUTH FLORIDA**	*MARRIAGE & FAMILY COUNSELORS*
3595	**UNITED CEREBRAL PALSY**	*SOCIAL SERVICE & WELFARE ORGANIZATIONS*
3595	**UNITED CEREBRAL PALSY**	*FEDERAL GOVERNMENT CONTRACTORS*

2023 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3854	**ALEXANDER MATA**	*RESIDENTIAL*
3854	**KAYLA MATA**	*RESIDENTIAL*
3945	**A LEAK SOLUTION**	*LEAK DETECTING SERVICE*
3945	**A LEAK SOLUTION**	*SWIMMING POOL REPAIR & SERVICE*
3945	**BAYSIDE PUMP & MOTOR**	*PUMPS (WHLS)*
3945	**LANDMARK HEALTHCARE FACILITIES**	*HEALTH SERVICES*

2020 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3392 **SOLANGE ALVARES**...*RESIDENTIAL*
3392 **WILLIAM BANNIN**...*RESIDENTIAL*
3395 **FAITH HOPE LOVE & CHARITY INC**...*MENTAL HEALTH SERVICES*
3401 **VCA ANIMAL HOSPITAL**...*VETERINARIANS*
3401 **VCA ANIMAL HOSPITAL**...*ANIMAL HOSPITALS*
3401 **VCA PALM BEACH CNTY ANML HOSP**...*PET BOARDING SITTING & KENNELS*
3401 **VCA PALM BEACH CNTY ANML HOSP**...*PET TRAINING*
3476 **FRANCHIE'S BAR**...*BARS*
3476 **FRENCHIES**...*DRINKING PLACES ALCOHOLIC BEVERAGES*
3476 **FRENCHIES**...*COCKTAIL LOUNGES*
3595 **TRANSITIONAL LEARNING ACADEMY**...*EDUCATION CENTERS*
3595 **UCP OF SOUTH FLORIDA**...*MARRIAGE & FAMILY COUNSELORS*
3595 **UNITED CEREBRAL PALSY**...*SOCIAL SERVICE & WELFARE ORGANIZATIONS*
3595 **UNITED CEREBRAL PALSY**...*FEDERAL GOVERNMENT CONTRACTORS*

2020 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3854 **ALEXANDER MATA**...*RESIDENTIAL*
3945 **A LEAK SOLUTION**...*SWIMMING POOL REPAIR & SERVICE*
3945 **A LEAK SOLUTION**...*LEAK DETECTING SERVICE*
3945 **BAYSIDE POOL SVC**...*SWIMMING POOL REPAIR & SERVICE*
3945 **BAYSIDE PUMP & MOTOR**...*PUMPS (WHLS)*

2016 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3392 **SOLANGE ALVARES**...*RESIDENTIAL*
3395 **FAITH HOPE LOVE & CHARITY INC**...*MENTAL HEALTH SERVICES*
3401 **VCA ANIMAL HOSPITAL**...*VETERINARIANS*
3401 **VCA PALM BEACH CNTY ANML HOSP**...*PET BOARDING SITTING & KENNELS*
3476 **ATM**...*AUTOMATED TELLER MACHINES*
3476 **FRANCHIE'S BAR**...*BARS*
3476 **FRENCHIES**...*DRINKING PLACES ALCOHOLIC BEVERAGES*
3595 **UCP OF SOUTH FLORIDA**...*MARRIAGE & FAMILY COUNSELORS*
3595 **UNITED CEREBRAL PALSY**...*SOCIAL SERVICE & WELFARE ORGANIZATIONS*

2016 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3854 **ALEXANDER MATA**...*RESIDENTIAL*
3854 **KAYLA MATA**...*RESIDENTIAL*
3854 **LUIS MATA**...*RESIDENTIAL*
3854 **MARIA MATA**...*RESIDENTIAL*
3945 **A LEAK SOLUTION**...*SWIMMING POOL REPAIR & SERVICE*
3945 **A LEAK SOLUTION**...*LEAK DETECTING SERVICE*
3945 **BAYSIDE PUMP & MOTOR**...*PUMPS (WHLS)*

2012 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3395 **FAITH HOPE LOVE & CHARITY INC**...*PSYCHIATRIC & SUBSTANCE ABUSE HOSPITALS*
3395 **FAITH HOPE LOVE & CHARITY INC**...*MENTAL HEALTH SERVICES*
3395 **FAITH HOPE LOVE & CHARITY INC**...*PSYCHIATRIC HOSP*
3401 **FRIEND, JONATHAN DVM**...*VETERINARIANS*
3401 **FRIEND, JONATHAN DVM**...*VETERINARY SVCS*
3401 **HUNEIDI, KARIM DVM**...*VETERINARY SVCS*
3401 **VCA PALM BEACH CNTY ANIMAL**...*VETERINARY SVCS*
3401 **VCA PALM BEACH CNTY ANIMAL**...*VETERINARIANS*
3401 **VCA PALM BEACH CNTY ANML HOSP**...*ANIMAL HOSPITALS*
3476 **FRANCHIE'S BAR**...*BARS*
3476 **FRANCHIES BAR**...*DRINKING PLACES, ALCOHOLIC BEVERAGES*
3476 **FRANCHIES BAR**...*DRINKING PLACES*
3476 **FRENCHIES BAR**...*DRINKING PLACES*
3476 **FRENCHIES BAR**...*DRINKING PLACES, ALCOHOLIC BEVERAGES*
3476 **FRENCHIES BAR**...*BARS*
3595 **UNITED CEREBRAL PALSY**...*SOCIAL SERVICE & WELFARE ORGANIZATIONS*
3595 **UNITED CEREBRAL PALSY**...*OTHER INDIVIDUAL & FAMILY SVCS*
3595 **UNITED CEREBRAL PALSY**...*SOCIAL SERVICES*

2012 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3806 **MARIA PRADO**...*RESIDENTIAL*
3830 **GREEN JACQUELINE**...*RESIDENTIAL*
3830 **LISA CRUZ**...*RESIDENTIAL*
3842 **MIRNA GONZALEZ**...*RESIDENTIAL*
3842 **MIRNA MARQUEZ**...*RESIDENTIAL*
3854 **ALEXANDER MATA**...*RESIDENTIAL*
3854 **JULIE MATA**...*RESIDENTIAL*
3854 **KAYLA MATA**...*RESIDENTIAL*
3854 **LUIS MATA**...*RESIDENTIAL*
3854 **MARIA MATA**...*RESIDENTIAL*
3854 **THOMAS MATA**...*RESIDENTIAL*
3901 **PALM BEACH COUNTY ASSN DEAF**...*ASSOCIATIONS*
3945 **BAYSIDE COMMERCIAL POOL SPEC**...*SWIMMING POOL REPAIR & SERVICE*
3945 **BAYSIDE POOL SERVICES INC**...*BUSINESS SERVICES*
3945 **BAYSIDE POOL SVC INC**...*SPECIAL TRADE CONTR*
3945 **BAYSIDE POOL SVC INC**...*SWIMMING POOL COPING PLASTERING & TILING*
3945 **BAYSIDE PUMP & MOTOR**...*PUMPS (WHLS)*
3945 **BAYSIDE PUMP & MOTOR**...*COMMERCIAL BUILDING CONSTRUCTION*
3945 **LEAK SOLUTION A**...*NONCLASSIFIED ESTABLISHMENTS*
3945 **P & M MOTOR REPAIR**...*WHOL INDUSTRIAL EQUIPMENT BUSINESS SERVICES*

2008 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3392	**ALEJANDRO J GODOY**	*RESIDENTIAL*
3392	**FELIPE CASTANEDA**	*RESIDENTIAL*
3392	**V CHARLEBOIS**	*RESIDENTIAL*
3392	**WILLIAM JR BANNIN**	*RESIDENTIAL*
3395	**DAVID KIRKLAND**	*RESIDENTIAL*
3395	**DENVER BEHNKE**	*RESIDENTIAL*
3395	**FAITH HOPE LOVE & CHARITY INC**	*PSYCHIATRIC HOSP*
3395	**GIORGIO GLAMBRONE**	*RESIDENTIAL*
3395	**KATHY L KIRKLAND**	*RESIDENTIAL*
3395	**MICHAEL G GIAMATTI**	*RESIDENTIAL*
3401	**KARIM DVM HUNEIDI**	*RESIDENTIAL*
3401	**SALVATORE DVM ZEITLIN**	*RESIDENTIAL*
3401	**VCA PALM BEACH CNTY ANIMAL**	*ANIMAL HOSP-PETS*
3401	**VCA PALM BEACH CNTY ANIMAL**	*VETERINARIANS*
3476	**FRANCHIES BAR**	*DRINKING PLACES*
3476	**FRENCHIES BAR**	*BARS*
3476	**FRENCHIES BAR**	*DRINKING PLACES*
3595	**UNITED CEREBRAL PALSY**	*SOCIAL SERVICES*
3595	**UNITED CEREBRAL PALSY**	*SOCIAL SERVICE & WELFARE ORGANIZATIONS*

2008 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3811	**CLAUDIA P MENENDEZ**	*RESIDENTIAL*
3819	**GUSTAVO SANCHEZ**	*RESIDENTIAL*
3829	**REYES ELIZARDE**	*RESIDENTIAL*
3839	**PABLO MOYAO**	*RESIDENTIAL*
3839	**SARAI VELASQUEZ**	*RESIDENTIAL*
3842	**ANTONIA MARTE**	*RESIDENTIAL*
3854	**LUIS MATA**	*RESIDENTIAL*
3901	**PALM BEACH COUNTY ASSN-DEAF**	*ASSOCIATIONS*
3945	**BAYSIDE POOL SERVICES INC**	*BUSINESS SERVICES*
3945	**BAYSIDE POOL SVC INC**	*SPECIAL TRADE CONTR*
3945	**BAYSIDE POOL SVC INC**	*SWIMMING POOL COPING PLASTERING & TILING*
3945	**P & M MOTOR REPAIR**	*WHOL INDUSTRIAL EQUIPMENT BUSINESS SERVICES*
3945	**SABINO MACEDO**	*RESIDENTIAL*

2003 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3392	**RANDLE CANTER**...*RESIDENTIAL*
3392	**V CHARLEBOIS**...*RESIDENTIAL*
3392	**W EVANS**...*RESIDENTIAL*
3392	**WILLIAM JR BANNIN**...*RESIDENTIAL*
3395	**CRYSTAL TROJANOWSKI**...*RESIDENTIAL*
3401	**HUNEIDI KARIM DVM**
3401	**KARIM DVM HUNEIDI**...*RESIDENTIAL*
3401	**SALVATORE VMD ZEITLIN**...*RESIDENTIAL*
3401	**STIEH KATHRYN DVM**
3401	**VCA PALM BEACH CNTY ANIMAL**
3476	**FRENCHIES BAR**...*BARS AND LOUNGES*
3595	**UNITED CEREBRAL PALSY**

2003 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3819	**DAVID M OCONNELL**...*RESIDENTIAL*
3839	**JOSEFINA OCHOA**...*RESIDENTIAL*
3842	**ANTONIA MARTE**...*RESIDENTIAL*
3854	**LUIS MATA**...*RESIDENTIAL*
3901	**PALM BEACH COUNTY ASSN-DEAF**...*GROWERS' ASSOCIATIONS*
3945	**BAYSIDE POOL SVC INC**
3945	**P & M MOTOR REPAIR**...*ENGINE REPAIR*

2000 2ND AVE N

SOURCE: DIGITAL BUSINESS DIRECTORY

3392 **C DEARAUJO**...*RESIDENTIAL*
3392 **J LAWLER**...*RESIDENTIAL*
3392 **K BRUNNER**...*RESIDENTIAL*
3392 **MAX A ROY**...*RESIDENTIAL*
3392 **R MORRIS**...*RESIDENTIAL*
3392 **V CHARLEBOIS**...*RESIDENTIAL*
3392 **WILLIAM JR BANNIN**...*RESIDENTIAL*
3395 **JOHN MESEREAU**...*RESIDENTIAL*
3401 **SALVATORE VMD ZEITLIN**...*RESIDENTIAL*
3401 **VETERINARY CENTER OF AMERICA**
3476 **FRENCHIE'S BAR & PACKAGE STORE**

2000 DAVIS RD

SOURCE: DIGITAL BUSINESS DIRECTORY

3811 **CLAUDIA PATRICIA MENENDEZ**...*RESIDENTIAL*
3818 **D ANTEL**...*RESIDENTIAL*
3829 **DAVID J FULLER**...*RESIDENTIAL*
3830 **ARMAND BRUNI**...*RESIDENTIAL*
3830 **P BRUNI**...*RESIDENTIAL*
3842 **J NICHOLS**...*RESIDENTIAL*
3854 **LUIS MATA**...*RESIDENTIAL*
3901 **PALM BEACH COUNTY ASSN-DEAF**...*GROWERS' ASSOCIATIONS*
3945 **P & M MOTOR REPAIR**...*ENGINE REPAIR*

1995 2ND AVE N

SOURCE: CITY PUBLISHING CO

3256	HALLE ROLAND A
3330	ABLE INS SVCS FIRE & WATER RESTORATION
3330	AMETCO INC
3330	C-C'S SUBS & SANDWICHES WHOLESALE
3392	BANNIN WILLIAM JR
3392	CHARLEBOIS V
3392	DRAWDY JIM
3395	AGUIRRE VICTOR
3401	HUNEIDI KARIM DVM
3401	PET PRACTICE THE
3401	ZEITLIN SALVATORE VMD
3595	SONS OF ITALY LODGE 2304-L W P B

1995 DAVIS RD

SOURCE: CITY PUBLISHING CO

3782	HAYES WILL P
3789	FLORES REINALDA
3789	MORALES CARLOS
3811	CALDERON ELIZABETH
3818	MISLRATER CARRIE
3819	O'CONNELL DAVID M
3830	BRUNI ARMAND
3842	MARTE ANTONIA
3854	MATA LUIS
3901	AMERICAN CZECHOSLOVAK CLUB OF LAKE WORTH
3945	KAPENSTEIN ROBERT
4037	BADGETT JAY
4037	DUMONT LOUIS
4037	GARLAND HARRY R
4037	GOWELL VINTON G
4037	GRASSO JOS

1990 2ND AVE N

SOURCE: CITY PUBLISHING CO

3208	ACADEMY INSTITUTE OF PERFORMING ARTS
3208	CAPRI MARBLE
3208	DAN THE PRINTER
3208	STEINGER TILE & MARBLE INC
3208	TEMPS LTD
3330	CASSLECH SYSTEMS INC
3330	CASTOR LEHTO & SMITH
3330	COMPUTER HULCH THE
3392	BALLEY DENNIS A
3392	BANNN WM THOS II
3392	CHARLEBORIS V
3392	ROY MAX A
3395	READ D A
3401	ALLEN CHARLES DVM
3401	HUNELID KARLM DVM
3401	PALM BEACH CO ANIMAL MEDICAL CLINIC
3401	WEIL WENDY DVM
3401	YOHLER WILLIAM DVM
3401	ZELTLIN SALVATORE DVM

1990 DAVIS RD

SOURCE: CITY PUBLISHING CO

3476	FRENCHIE'S BAR & PACKAGE STORE
3593	SONS OF ITALY LODGE 2304-LK WORTH BOYNTON BEACH
3789	ARIANTO SANTOS
3789	CAMPOS JOSE MANUEL
3789	QUINONES EVELYN
3789	ROSA MINERBA O
3789	SOLIS L
3811	MULDOON K
3819	O'CONNELL DAVID M
3829	ERVIN BUDDY
3839	SAARL KAREN
3842	PARISE JOHN
3854	MATA LUIS
3901	AMERICAN CZECHOSLOVAK SOCIAL CLUB OF LAKE WORTH
4037	DUMONT LOUIS
4037	GARLAND HARRY R
4037	GOWELL VINTON G
4037	GRASSO ALFIO
4037	GRASSO JOS
4037	GROVER WANDA L

1986-87 2ND AVE N

SOURCE: POLKS

3236	DUFAULT SHELAGH
3256	KINSSBERRY MARK
3360	POND PLACE TOWNHOUSE
3392	BIRK APARTMENTS
3393	ARMANTROUT F
3395	TURNER ROY
3476	FRENCHIE'S BAR
3587	VACANT
4941	THOMAS WENDY
6025	RIEGSECKER NORMAN

1986-87 DAVIS RD

SOURCE: POLKS

3789	APARTMENTS
3806	ABDO DANL A
3811	BLACK LARRY
3818	MANCUSO PASQUALE EST
3819	LEDUC DENNIS
3821	MONTANTE GAETANO
3829	NEERING CHRIS A
3830	SUTTON L JOHN
3839	VACANT
3842	PARISE JOHN
3901	AMERICAN CZECHOSLOVAK CLUB
3945	ROSADA D
4037	FOSTER STANLEY
4037	GRASSO JOHN
4037	GRASSO TRAILER COURT
4037	HARDWOOD BETTY
4037	MACLEOD KENNETH
4037	MENAQUALE
4037	MILLER W L
4037	SWAIN SHIRLEY

1981 2ND AVE N

SOURCE: POLKS

3256	BLUNCHIER V O
3271	WOHLSCHLEGEL RICHD
3360	WHIDDEN EMERY L
3392	BIRK APARTMENTS
3393	VACANT
3395	KUHNLEE REBA B MRS
3476	FRENCHIE'S BAR TAVERN
3587	HOYLAND RAYMOND F
6025	VILLENEUVE E L

1981 DAVIS RD

SOURCE: POLKS

3454	VACANT
3456	DOYLE W
3466	HAMMER R
3468	BROGLEY C
3481	PEREZ J
3482	WALTMAN A
3484	GERSTEN D
3493	O'BRIEN J
3494	VACANT
3495	VERICAT W
3496	CAFARELLO A
3782	HAYES WM C
3789	APARTMENTS
3789	DREWMOSKI MICHL
3789	HOYT GEO
3789	JOSLIN JOHN J
3789	NO RETURN
3789	WARD JOSEPH
3794	VACANT
3806	ABDO DANL A
3811	JAWDY MICHL K
3818	MANCUSO PASQUALE
3819	BENEVIDES RICHD
3821	TIMAN JAN
3829	SPILLANE MICHL
3830	SUTTON L JOHN
3839	KRIEGER DANIEL G
3842	PARISE JOHN
3901	AMERICAN-CZECHOSLOVAK CLUB
3945	JACKSON ROSE
4037	GRASSO ALFIO
4037	GRASSO TRAILER COURT
4037	HARDWOOD BETTY
4037	LOWE JACK
4037	MENAQUALE J

1976 2ND AVE N

SOURCE: POLKS

3271	WOHLSHELEGEL RICHD
3286	PIERCE MINER B
3291	VACANT
3330	BORN LOIS MRS
3360	WHIDDEN EMERY L
3392	BIRK APARTMENTS
3392	BIRK VERNON D
3392	TRANSIENT
3392	VACANT
3393	HOWE FRANCINA D MRS
3395	KUHNLEE REBA B MRS
3531	FRENCHIE'S BAR
3587	HOYLAND RAYMOND F
6025	VILLENEUVE E L
6124	WISE LEROY W

1976 DAVIS RD

SOURCE: POLKS

3782	HAYES WM C
3794	ABDO PHOTO
3806	ABDO DANL A
3811	VACANT
3818	MANCUSO PASUQOLE
3819	UNDER CONSTN
3821	CALL JAN M
3829	SPEIR HAZEL M MRS
3830	SUTTON L JOHN
3832	NO RETURN
3842	KOSKI EMIL WINTER RES
3901	AMERICAN-CZECHOSLOVAK CLUB
3945	BOURGAULT ROBT
4037	GRASSO TRAILER COURT

1971 2ND AVE N

SOURCE: POLKS

3291	THOMPSON M TOMMY
3330	CONRAD LOIS MRS
3360	WHIDDEN EMERY L
3392	BEEBEE ROY
3392	BIRK APARTMENTS
3392	MANN DANL E
3393	HOWE ERNEST M
3395	KUHNLEE JAMES E
3531	FRENCHIE'S BAR
3587	HOYLAND RAYMOND F RADIO SERV
6025	VILLENEUVE E L
6124	WISE LEROY W

1971 DAVIS RD

SOURCE: POLKS

3770	MATILAINEN EERO E
3782	HAYES WM
3794	VACANT
3806	ABDO DANL A
3811	HEMMETER JOHN G
3818	KIES EDGAR
3821	CALL ELFLEDA M
3829	SPEIR HAZEL M MRS
3830	SUTTON L JOHN
3839	WRIGHT CYRIL
3842	NELSON JAMES V
3901	AMERICAN-CZECHOSLOVAK CLUB
3945	BROWN ELAINE MRS
3945	VACANT
4015	MC MANIS JIM J
4037	COX DAVID
4037	GRASSO GRACE V MRS
4037	GRASSO TRAILER COURT
4037	LANDMAN GEO W
4037	LOWE ALF G REV
4037	MAMOURIS BEA MRS
4037	SAINT CLAIR AIDA S MRS
4037	WILLIAMS L J

1967 2ND AVE N

SOURCE: POLKS

3031	FRENCHIE'S BAR
3271	PENNINGTON LEE J
3291	THOMPSON MENZO E
3330	DU MAIS EDGAR A
3360	WHIDDEN EMERY L
3392	BIRK APARTMENTS
3392	BIRK VERNON D
3392	BOOZER JOHN
3392	COURTNEY ROY
3392	KRAUSS ALBERT B
3392	MORGAN JAMES C
3392	NIETZ RICHD G
3392	TARRANT DORIS M MRS
3392	WOOD IMOGENE MRS
3393	CATLEY JAMES W
3395	MEADE EDW M
3587	HOYLAND RAYMOND F RADIO SERV

1967 DAVIS RD

SOURCE: POLKS

3770	TAUBE OTTO T
3782	BOSWELL WM H
3794	VACANT
3806	ABDO DANL A
3811	VACANT
3818	KIES EDGAR
3821	CALL ELFLEEDA M
3829	SPEIR HAZEL M MRS
3830	SUTTON L JOHN
3839	HEMMETER JOHN G
3842	VACANT
3901	AMERICAN-CZECHOSLOVAK CLUB
3901	KURKA JERRY
4015	PEARSON ERIC V
4037	GRASSO TRAILER COURT
4037	SAINT CLAIR ALDA S MRS
4037	WILSON PAUL

1964 2ND AVE N

SOURCE: POLKS

3256	MORRISON HAROLD H
3271	PENNINGTON LEE J
3291	THOMPSON MENZO E
3330	PEARCE BLODWEN W MRS
3360	WHIDDEN EMERY L
3392	ARLINE HENRY
3392	BIRK APARTMENTS
3392	CATES DOROTHY C MRS
3392	KRAUSS ALBERT B
3392	MAC LELLAN BEATRICE MRS
3392	MC GUYRK CAROL S
3392	MORGAN JAMES C
3392	VACANT
3393	CATLEY JAMES W
3531	HUTCHINSON RALPH P
3587	HOYLAND RAYMOND L RADIO SERV
3731	FRENCHIE'S BAR
6025	SANDERS CHARLES T

1964 DAVIS RD

SOURCE: POLKS

3756	KINGMAN ELMER G
3770	TAUBE OTTO
3782	BOSWELL WM H
3806	ABDO DANL A
3811	HUDSON WM D
3821	CALL ELFLEDA M
3829	SPEIR ROBT L
3830	SUTTON JOHN
3839	MERIKANTO UNTO
3901	AMERICAN-CZECHOSLOVAK CLUB
3940	UNDER CONSTN
4015	VACANT
4037	AMBROSA JOSEPH
4037	GRASSO GRACE V
4037	GRASSO TRAILER COURT
4037	MATTHEW L G
4037	SAINT CLAIR ALDO S MRS

1946 2ND AVE N

SOURCE: POLKS

RANGE NOT LISTED

1946 DAVIS RD

SOURCE: POLKS

STREET NOT LISTED

1944 2ND AVE N

SOURCE: POLKS

RANGE NOT LISTED

1944 DAVIS RD

SOURCE: POLKS

STREET NOT LISTED

TOPOGRAPHIC MAPS

Project Property:	New Village
	3401 2nd Avenue North
	Palm Springs FL 33461
Project No:	24-460411.1
Requested By:	Partner Engineering and Science, Inc.
Order No:	24101100312
Date Completed:	October 12, 2024

Environmental Risk Information Services
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1.866.517.5204 | info@erisinfo.com | erisinfo.com

We have searched USGS collections of current topographic maps and historical topographic maps for the project property. Below is a list of maps found for the project property and adjacent area. Maps are from 7.5 and 15 minute topographic map series, if available.

Year	Map Series
1945	7.5
1949	7.5
1967	7.5
1983	7.5
2015	7.5
2021	7.5

Topographic Map Symbology for the maps may be available in the following documents:

Pre-1947

Page 223 of 1918 Topographic Instructions

Page 130 of 1928 Topographic Instructions

1947-2009

Topographic Map Symbols

2009-present

US Topo Map Symbols

Topographic Maps included in this report are produced by the USGS and are to be used for research purposes including a phase I report. Maps are not to be resold as commercial property.
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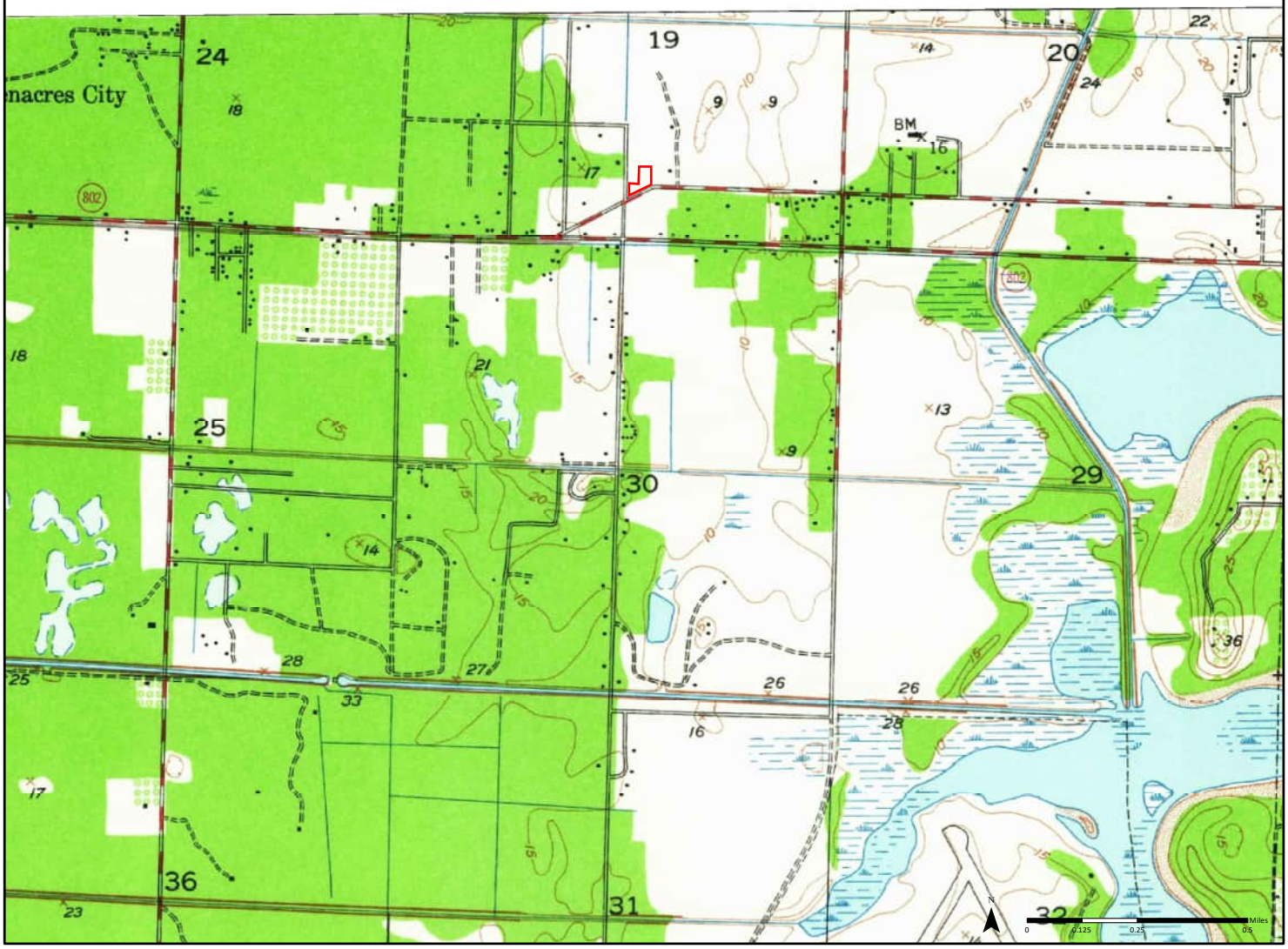


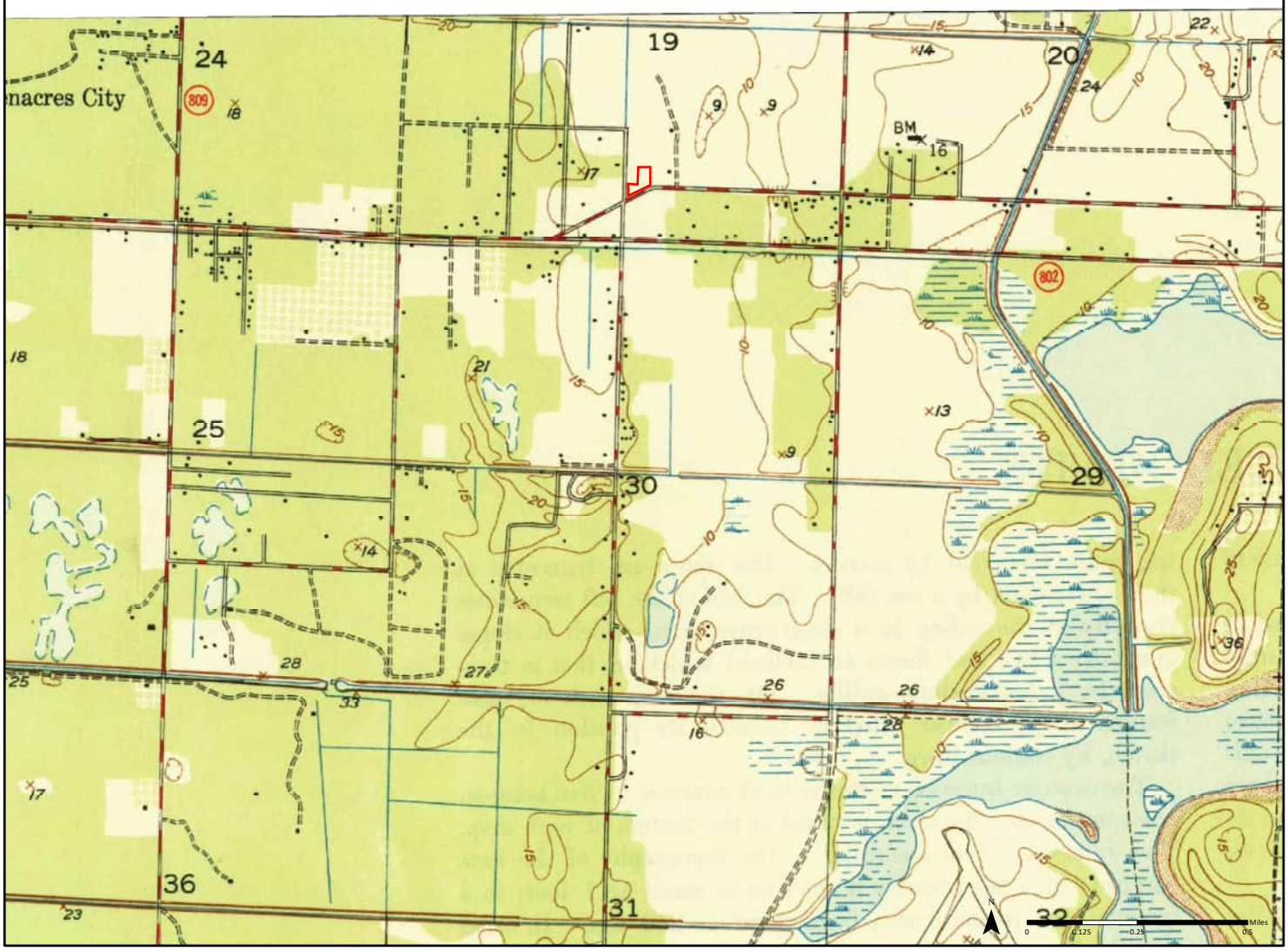
1945 *(1-1945)*
Aerial Photo Year: 1945

Quadrangle(s): Lake Worth, FL(1-1945)

Order No. 24101100312

Source: USGS 7.5 Minute Topographic Map

PARTNER



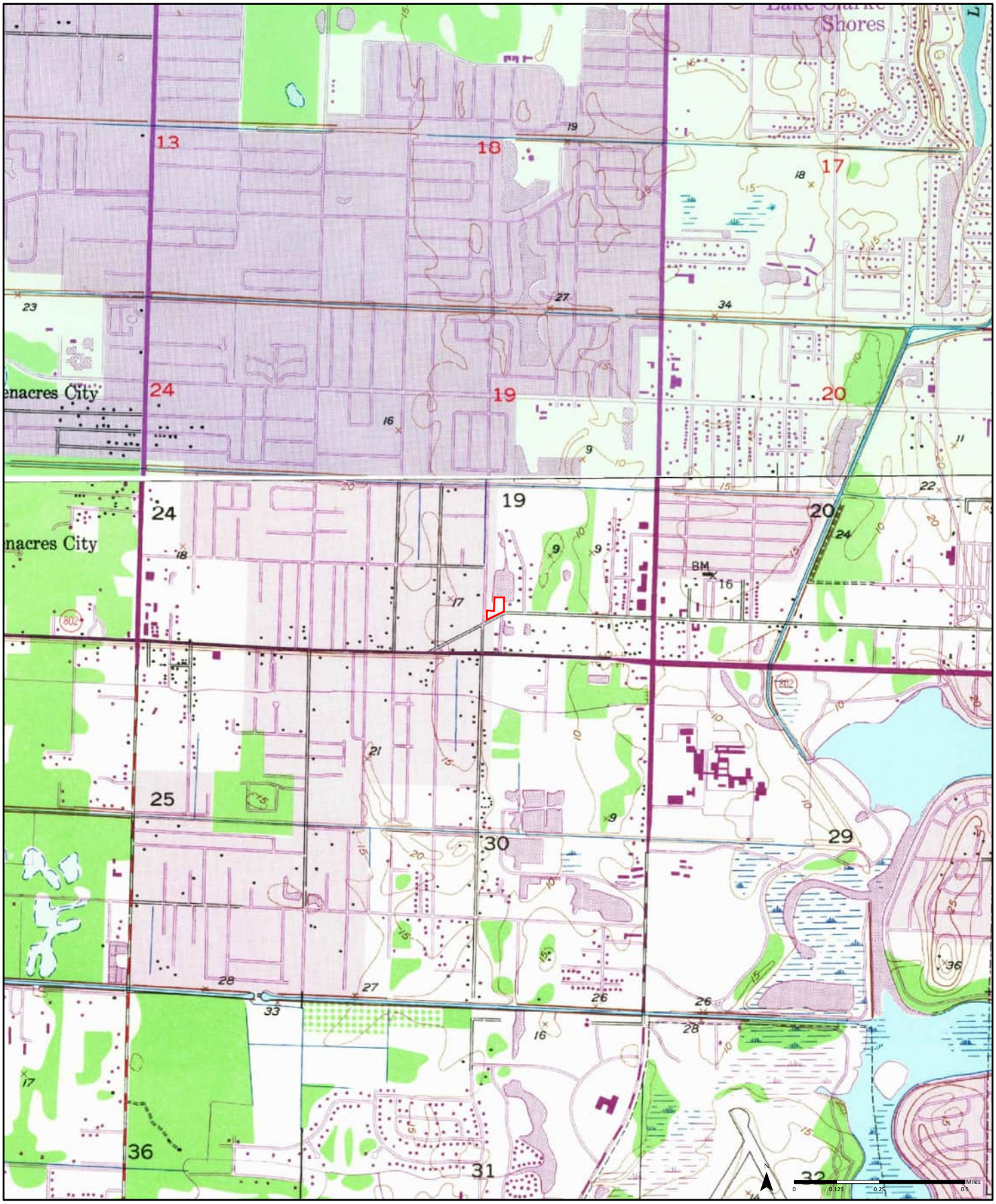
1949 *(1-1949)*
Aerial Photo Year: 1945

Quadrangle(s): Lake Worth, FL(1-1949)

Order No. 24101100312

Source: USGS 7.5 Minute Topographic Map

PARTNER



1967

(1-1967) *Aerial Photo Year: 1967* *Photo Revision Year: 1967*

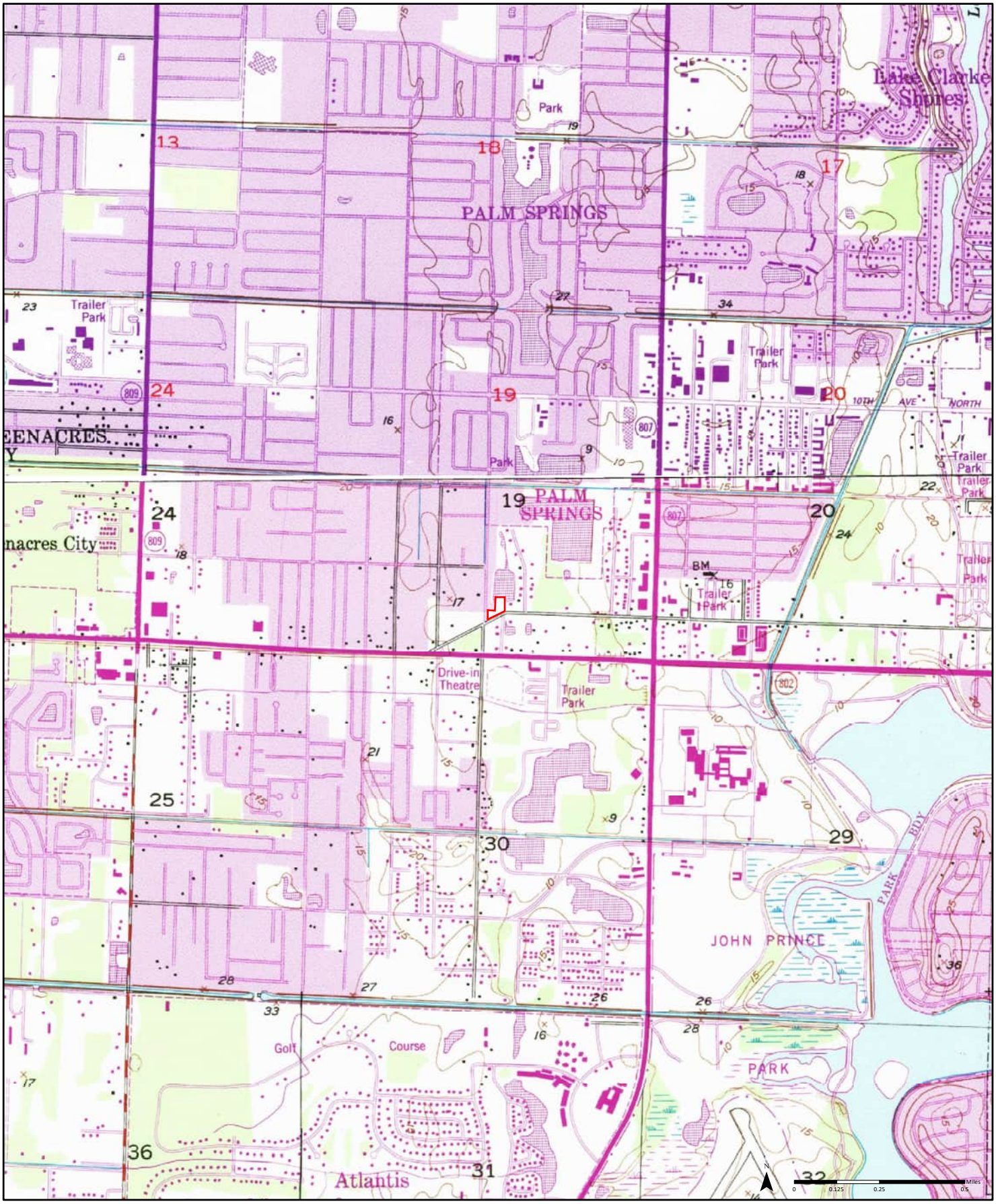
(2-1967) *Aerial Photo Year: 1967* *Photo Revision Year: 1967*

Quadrangle(s): Lake Worth, FL(2-1967)
Palm Beach, FL(1-1967)

Order No. 24101100312

Source: USGS 7.5 Minute Topographic Map

PARTNER



1983

(1-1983)
Aerial Photo Year: 1967
Photo Revision Year: 1983

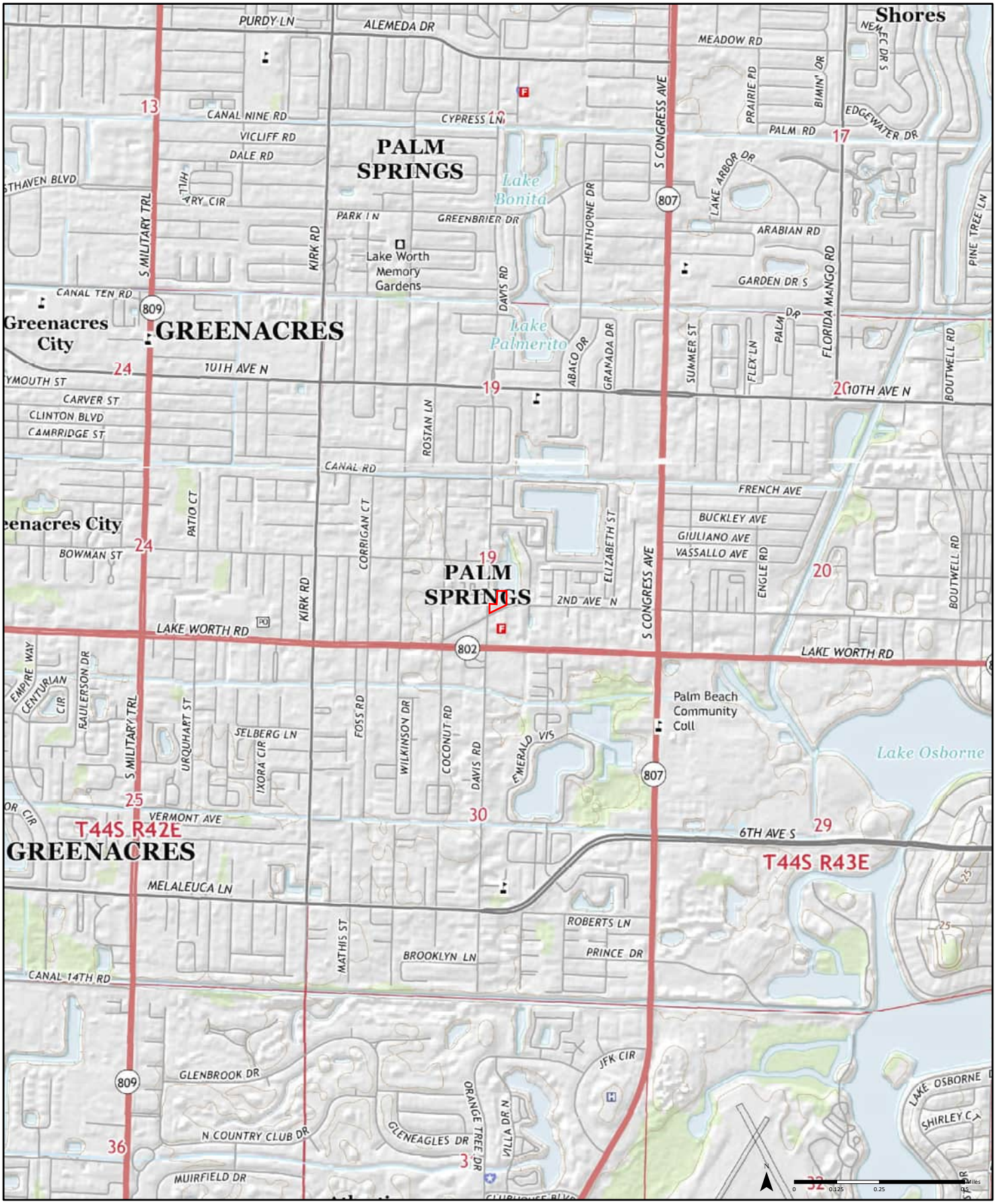
(2-1983)
Aerial Photo Year: 1980
Photo Revision Year: 1983

Quadrangle(s): Lake Worth, FL(2-1983)
Palm Beach, FL(1-1983)

Order No. 24101100312

Source: USGS 7.5 Minute Topographic Map

PARTNER



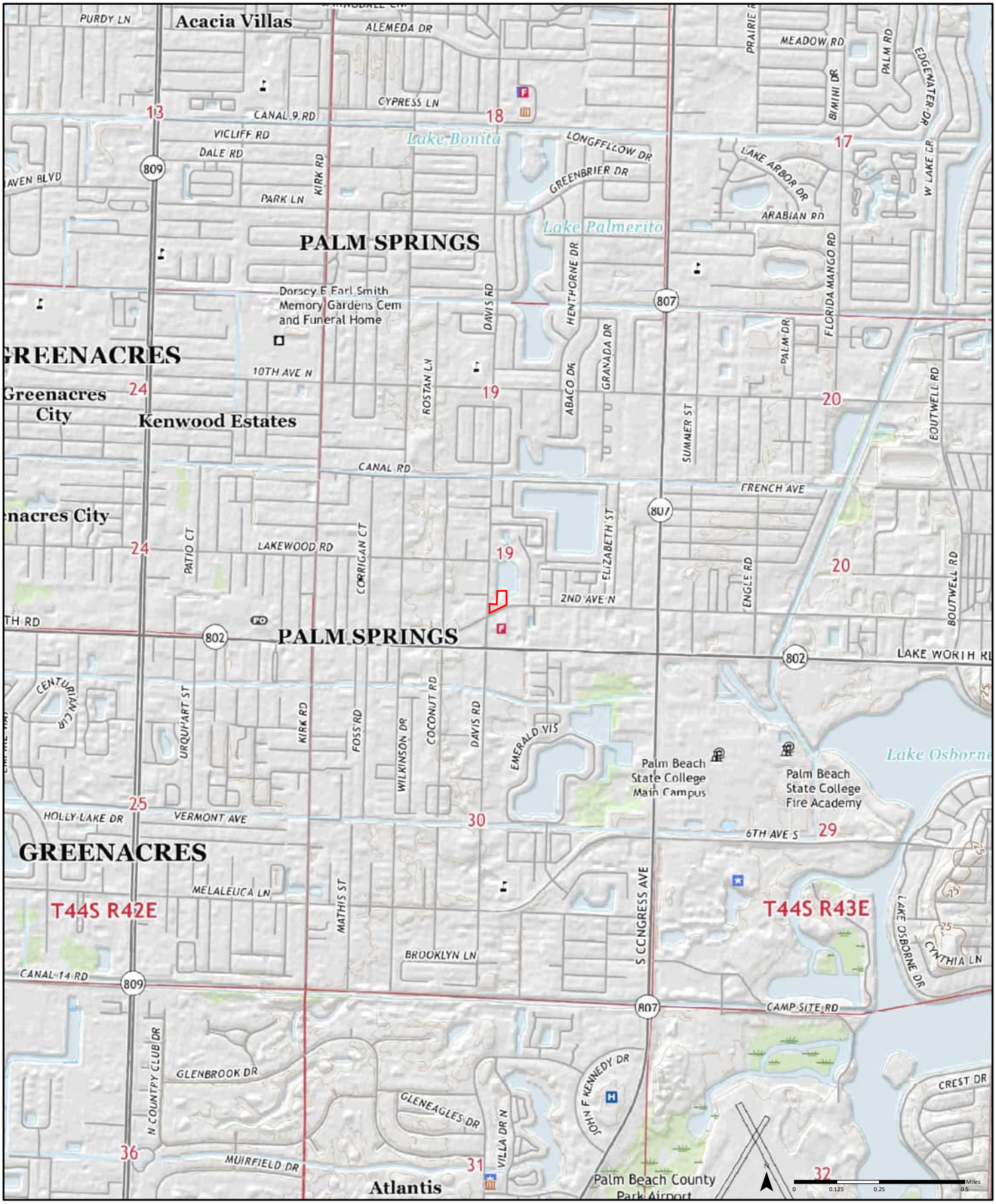
2015

Quadrangle(s): Lake Worth, FL
Palm Beach, FL

Order No. 24101100312

Source: USGS 7.5 Minute Topographic Map

PARTNER



2021

Quadrangle(s): Lake Worth, FL
Palm Beach, FL

Order No. 24101100312

Source: USGS 7.5 Minute Topographic Map

PARTNER

APPENDIX C: REGULATORY DATABASE REPORT & PHYSICAL SETTING REPORT

DATABASE REPORT

Project Property:	*New Village* *3401 2nd Avenue North* *Palm Springs FL 33461*
Project No:	*24-460411.1*
Report Type:	*Database Report*
Order No:	*24101100312*
Requested by:	*Partner Engineering and Science, Inc.*
Date Completed:	*October 14, 2024*

Environmental Risk Information Services
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Reliance on information in Report: This report DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as database review of environmental records.

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Executive Summary

Property Information:

Project Property:		*New Village* *3401 2nd Avenue North Palm Springs FL 33461*
Project No:		*24-460411.1*
Coordinates:		
	Latitude:	*26.6195999*
	Longitude:	*-80.0967627*
	UTM Northing:	*2,944,643.35*
	UTM Easting:	*589,934.46*
	UTM Zone:	*UTM Zone 17R*
Elevation:		*12 FT*

Order Information:

Order No:	*24101100312*
Date Requested:	*October 11, 2024*
Requested by:	*Partner Engineering and Science, Inc.*
Report Type:	*Database Report*

Historicals/Products:

Aerial Photographs	*Historical Aerials (with Project Boundaries)*
City Directory Search	*Smart CD Search*
ERIS Xplorer	*ERIS Xplorer*
Excel Add-On	*Excel Add-On*
Fire Insurance Maps	*US Fire Insurance Maps*
Physical Setting Report (PSR)	*Physical Setting Report (PSR)*
Topographic Map	*Topographic Maps*
Vapor Screening Tool	*Vapor Screening Tool*

Executive Summary: Report Summary

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
Standard Environmental Records								
Federal								
NPL	Y	1	0	0	0	0	0	0
PROPOSED NPL	Y	1	0	0	0	0	0	0
DELETED NPL	Y	0.5	0	0	0	0	-	0
SEMS	Y	0.5	0	0	0	0	-	0
ODI	Y	0.5	0	0	0	0	-	0
SEMS ARCHIVE	Y	0.5	0	0	0	0	-	0
CERCLIS	Y	0.5	0	0	0	0	-	0
IODI	Y	0.5	0	0	0	0	-	0
CERCLIS NFRAP	Y	0.5	0	0	0	0	-	0
CERCLIS LIENS	Y	PO	0	-	-	-	-	0
RCRA CORRACTS	Y	1	0	0	0	0	0	0
RCRA TSD	Y	0.5	0	0	0	0	-	0
RCRA LQG	Y	0.25	0	0	0	-	-	0
RCRA SQG	Y	0.25	0	0	0	-	-	0
RCRA VSQG	Y	0.25	0	**2**	**1**	-	-	**3**
RCRA NON GEN	Y	0.25	0	0	0	-	-	0
RCRA CONTROLS	Y	0.5	0	0	0	0	-	0
FED ENG	Y	0.5	0	0	0	0	-	0
FED INST	Y	0.5	0	0	0	0	-	0
LUCIS	Y	0.5	0	0	0	0	-	0
NPL IC	Y	0.5	0	0	0	0	-	0
ERNS 1982 TO 1986	Y	PO	0	-	-	-	-	0
ERNS 1987 TO 1989	Y	PO	0	-	-	-	-	0
ERNS	Y	PO	0	-	-	-	-	0
FED BROWNFIELDS	Y	0.5	0	0	0	0	-	0
FEMA UST	Y	0.25	0	0	0	-	-	0
FRP	Y	0.25	0	0	0	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED FRP	Y	0.25	0	0	0	-	-	0
HIST GAS STATIONS	Y	0.25	0	0	0	-	-	0
REFN	Y	0.25	0	0	0	-	-	0
BULK TERMINAL	Y	0.25	0	0	0	-	-	0
SEMS LIEN	Y	PO	0	-	-	-	-	0
SUPERFUND ROD	Y	1	0	0	0	0	0	0
DOE FUSRAP	Y	1	0	0	0	0	0	0
State								
SHWS	Y	1	0	0	0	0	0	0
DELISTED SHWS	Y	1	0	0	0	0	0	0
ERIC	Y	1	0	0	0	0	**6**	**6**
CLEANUP DEP	Y	1	0	0	0	0	**2**	**2**
WCRPS	Y	1	0	0	0	0	**2**	**2**
DELISTED WCP	Y	1	0	0	0	0	0	0
SWF/LF	Y	0.5	0	0	0	**1**	-	**1**
LST	Y	0.5	0	**1**	0	**7**	-	**8**
DELISTED LST	Y	0.5	0	0	0	0	-	0
UST	Y	0.25	0	**2**	0	-	-	**2**
AST	Y	0.25	0	**1**	0	-	-	**1**
TANK	Y	0.25	0	0	0	-	-	0
DEL UST AST TANK	Y	0.25	0	0	0	-	-	0
DEL STORAGE TANK	Y	0.25	0	0	0	-	-	0
FF TANKS	Y	0.25	0	0	0	-	-	0
STCS	Y	0.5	0	**2**	0	**11**	-	**13**
INST	Y	0.5	0	0	0	0	-	0
ENG	Y	0.5	0	0	0	0	-	0
VCP	Y	0.5	0	0	0	0	-	0
BROWNFIELDS	Y	0.5	0	0	0	0	-	0
BROWNFIELD AREA	Y	0.5	0	0	0	0	-	0
HAZ WASTE FAC	Y	0.5	0	0	0	0	-	0
Tribal								
INDIAN LUST	Y	0.5	0	0	0	0	-	0
INDIAN UST	Y	0.25	0	0	0	-	-	0
DELISTED INDIAN LST	Y	0.5	0	0	0	0	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
DELISTED INDIAN UST	Y	0.25	0	0	0	-	-	0
County								
PALM SWF/LF	Y	0.5	0	0	0	0	-	0
Additional Environmental Records								
Federal								
PFAS GHG	Y	0.5	0	0	0	0	-	0
OSC RESPONSE	Y	0.125	0	0	-	-	-	0
FINDS/FRS	Y	PO	0	**2**	-	-	-	**2**
TRIS	Y	PO	0	-	-	-	-	0
PFAS NPL	Y	0.5	0	0	0	0	-	0
PFAS FED SITES	Y	0.5	0	0	0	0	-	0
PFAS SSEHRI	Y	0.5	0	0	0	0	-	0
ERNS PFAS	Y	0.5	0	0	0	0	-	0
PFAS NPDES	Y	0.5	0	0	0	0	-	0
PFAS TRI	Y	0.5	0	0	0	0	-	0
PFAS WATER	Y	0.5	0	0	0	0	-	0
PFAS TSCA	Y	0.5	0	0	0	0	-	0
PFAS E-MANIFEST	Y	0.5	0	0	0	0	-	0
PFAS IND	Y	0.5	0	0	0	0	-	0
HMIRS	Y	0.125	0	0	-	-	-	0
NCDL	Y	0.125	0	0	-	-	-	0
TSCA	Y	0.125	0	0	-	-	-	0
HIST TSCA	Y	0.125	0	0	-	-	-	0
FTTS ADMIN	Y	PO	0	-	-	-	-	0
FTTS INSP	Y	PO	0	-	-	-	-	0
PRP	Y	PO	0	-	-	-	-	0
SCRD DRYCLEANER	Y	0.5	0	0	0	0	-	0
ICIS	Y	PO	0	-	-	-	-	0
FED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED FED DRY	Y	0.25	0	0	0	-	-	0
FUDS	Y	1	0	0	0	0	0	0
FUDS MRS	Y	1	0	0	0	0	0	0
FORMER NIKE	Y	1	0	0	0	0	0	0
PIPELINE INCIDENT	Y	PO	0	-	-	-	-	0
MLTS	Y	PO	0	-	-	-	-	0

Database	Searched	Search Radius	Project Property	Within 0.12mi	0.125mi to 0.25mi	0.25mi to 0.50mi	0.50mi to 1.00mi	Total
HIST MLTS	Y	PO	0	-	-	-	-	0
MINES	Y	0.25	0	0	0	-	-	0
SMCRA	Y	1	0	0	0	0	0	0
MRDS	Y	1	0	0	0	0	0	0
LM SITES	Y	1	0	0	0	0	0	0
ALT FUELS	Y	0.25	0	0	0	-	-	0
CONSENT DECREES	Y	0.25	0	0	0	-	-	0
AFS	Y	PO	0	-	-	-	-	0
SSTS	Y	0.25	0	**1**	0	-	-	**1**
PCBT	Y	0.5	0	0	0	0	-	0
PCB	Y	0.5	0	0	0	0	-	0
State								
HIST RISK	Y	0.125	0	0	-	-	-	0
PRIORITYCLEAN	Y	0.5	0	0	0	0	-	0
DRYCLEANERS	Y	0.25	0	0	0	-	-	0
DELISTED DRYCLEANERS	Y	0.25	0	0	0	-	-	0
HISTORICAL DRYC	Y	0.25	0	0	0	-	-	0
SPILLS	Y	0.125	0	0	-	-	-	0
DWM CONTAM	Y	0.5	0	**1**	0	**9**	-	**10**
DEL CONTAM SITE	Y	0.5	0	0	0	**2**	-	**2**
PFAS AFFF	Y	0.5	0	0	0	0	-	0
PFAS	Y	0.5	0	0	0	0	-	0
GW CONTAM	Y	0.125	0	0	-	-	-	0
UIC	Y	PO	0	-	-	-	-	0
WELL SURVEILLANCE	Y	0.25	0	0	0	-	-	0
CDV SOUTHEAST	Y	0.5	0	0	0	0	-	0
TIER 2	Y	0.125	0	0	-	-	-	0
DELISTED COUNTY	Y	0.25	0	0	0	-	-	0
Tribal	***No Tribal additional environmental record sources available for this State.***							
County								
Total:			*0*	***12***	***1***	***30***	***10***	***53***

**** PO – Property Only***

**** 'Property and adjoining properties' database search radii are set at 0.25 miles.***

Executive Summary: Site Report Summary - Project Property

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number

No records found in the selected databases for the project property.

Executive Summary: Site Report Summary - Surrounding Properties

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
1	FINDS/FRS	MARBELLA AT PALM SPRINGS	UNKNOWN PALM SPRINGS FL 33461 ***Registry ID:*** 110024570105	SW	0.01 / 71.76	0	27
1	FINDS/FRS	MARBELLA AT PALM SPRINGS	PALM SPRINGS FL 33461 ***Registry ID:*** 110035755643	SW	0.01 / 71.76	0	27
2	UST	PALM BEACH CNTY-FIRE RESCUE #31	3439 LAKE WORTH RD PALM SPRINGS FL 33461 ***Facility ID | Facility Status:*** 8838336 | OPEN ***Tank Status | Status Date:*** B - REMOVED FROM SITE | 01-DEC-1994, B - REMOVED FROM SITE | 01-DEC-1994	S	0.05 / 287.09	3	28
2	AST	PALM BEACH CNTY-FIRE RESCUE #31	3439 LAKE WORTH RD PALM SPRINGS FL 33461 ***Facility ID | Facility Status:*** 8838336 | OPEN ***Tank Status | Status Date:*** U - IN SERVICE | 01-JUN-1994, U - IN SERVICE | 01-JUN-1994	S	0.05 / 287.09	3	28
2	STCS	PALM BEACH CNTY-FIRE RESCUE #31	3439 LAKE WORTH RD PALM SPRINGS FL 33461 ***Facility ID | Fac Stat (OD):*** 8838336 | OPEN	S	0.05 / 287.09	3	29
3	RCRA VSQG	LAKE WORTH POWER LAWN MOWER	3485 LAKE WORTH RD LAKE WORTH FL 33461-3689 ***EPA Handler ID:*** FLT950051961	SSW	0.08 / 416.07	0	31
3	LST	PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461-3685 ***Facility ID | Facility Status:*** 9202035 | CLOSED ***Cleanup Required:*** N - NO CLEANUP REQUIRED	SSW	0.08 / 416.07	0	32
3	UST	PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID | Facility Status:*** 9202035 | CLOSED ***Tank Status | Status Date:*** B - REMOVED FROM SITE | 01-OCT-1994, B - REMOVED FROM SITE | 01-OCT-1994, B - REMOVED FROM SITE | 01-OCT-1994, B - REMOVED FROM SITE | 01-OCT-1994	SSW	0.08 / 416.07	0	34
3	STCS	PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 9202035 | CLOSED	SSW	0.08 / 416.07	0	35
3	DWM CONTAM	PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID:*** 9202035	SSW	0.08 / 416.07	0	37
4	SSTS	U.S. COPPER	3395 LAKE WORTH RD - LAKE WORTH FL 33461 ***Establishment No:*** 99155-FL-1	SE	0.08 / 439.94	-1	38
5	RCRA VSQG	PALM BEACH COUNTY ERM	LAKE WORTH RD, DAVIS ROW	SSW	0.10 / 528.00	0	39

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			LAKE WORTH FL 00000 ***EPA Handler ID:*** FLT950053306				
6	RCRA VSQG	5 STAR TRANSMISSION PARTS	3355 LAKE WORTH RD, UNIT 9 PALM SPRINGS FL 33461-3673 ***EPA Handler ID:*** FLR000231407	SE	0.15 / 784.28	0	39
7	LST	STORE 66	3138 LAKE WORTH RD LAKE WORTH FL 33461-3634 ***Facility ID | Facility Status:*** 8837409 | CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED, C - COMBINED CLEANUP REQUIRED	ESE	0.34 / 1,778.81	0	41
7	STCS	STORE 66	3138 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 8837409 | CLOSED	ESE	0.34 / 1,778.81	0	46
7	DWM CONTAM	STORE 66	3138 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID:*** 8837409	ESE	0.34 / 1,778.81	0	48
8	STCS	BILL BARBERS DRY CLEANERS	3085 2ND AVE N LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 9500466 | CLOSED	E	0.35 / 1,861.49	0	49
9	STCS	MANNO UNIFORMS & POLICE EQUIP	3115 LAKE WORTH RD LAKE WORTH FL 33416 ***Facility ID | Fac Stat (OD):*** 9502994 | CLOSED	ESE	0.35 / 1,863.73	1	51
10	LST	3965 SOUTH CONGRESS INC	3965 S CONGRESS AVE LAKE WORTH FL 33461-4107 ***Facility ID | Facility Status:*** 8514187 | OPEN ***Cleanup Required:*** C - COMBINED CLEANUP REQUIRED, R - CLEANUP REQUIRED, N - NO CLEANUP REQUIRED, N - NO CLEANUP REQUIRED, C - COMBINED CLEANUP REQUIRED	ESE	0.43 / 2,247.07	0	52
10	STCS	3965 SOUTH CONGRESS INC	3965 S CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 8514187 | OPEN	ESE	0.43 / 2,247.07	0	60
10	DWM CONTAM	MARATHON-CORRIDOR #028	3965 S CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID:*** 8514187	ESE	0.43 / 2,247.07	0	65
11	LST	OAKS FLORIST	3818 S CONGRESS AVE LAKE WORTH FL 33406 ***Facility ID | Facility Status:*** 9300930 | CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED	E	0.45 / 2,385.01	1	66
11	DWM CONTAM	OAKS FLORIST	3818 S CONGRESS AVE LAKE WORTH FL 33406 ***Facility ID:*** 9300930	E	0.45 / 2,385.01	1	70
12	LST	RACETRAC#2380	3032 LK WORTH RD LAKE WORTH FL 33461-3632 ***Facility ID | Facility Status:*** 8514422 | OPEN ***Cleanup Required:*** N - NO CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED	ESE	0.45 / 2,398.35	1	70

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
12	DEL CONTAM SITE	COLLEGE SERVICE STATION	3032 LK WORTH RD LAKE WORTH FL 33461	ESE	0.45 / 2,398.35	1	76
12	DWM CONTAM	COLLEGE SERVICE STATION	3032 LK WORTH RD LAKE WORTH FL 33461 ***Facility ID:*** 8514422 ***Facility Status:*** ACTIVE	ESE	0.45 / 2,398.35	1	76
12	STCS	RACETRAC#2380	3032 LK WORTH RD LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 8514422 | OPEN	ESE	0.45 / 2,398.35	1	77
12	DWM CONTAM	RACETRAC#2380	3032 LK WORTH RD LAKE WORTH FL 33461 ***Facility ID:*** 8514422	ESE	0.45 / 2,398.35	1	81
13	SWF/LF	CLINT PERKINS	59 ANDROS ROAD PALM SPRINGS FL 33461	N	0.46 / 2,404.14	-1	82
14	STCS	OAKS FLORIST	3818 S CONGRESS AVE LAKE WORTH FL 33406 ***Facility ID | Fac Stat (OD):*** 9300930 | CLOSED	E	0.47 / 2,467.03	2	83
15	LST	RITZ CAMERA CENTER	3678 CONGRESS AVE LAKE WORTH FL 33461-3756 ***Facility ID | Facility Status:*** 8945183 | CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED	E	0.48 / 2,551.51	2	84
15	STCS	RITZ CAMERA CENTER	3678 CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 8945183 | CLOSED	E	0.48 / 2,551.51	2	87
15	DWM CONTAM	RITZ CAMERA CENTER	3678 CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID:*** 8945183	E	0.48 / 2,551.51	2	89
16	LST	MARATHON- LK WORTH	3950 S CONGRESS AVE 2981 LK WORTH RD PALM SPRINGS FL 33461-4125 ***Facility ID | Facility Status:*** 8514634 | CLOSED ***Cleanup Required:*** R - CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED	ESE	0.49 / 2,578.21	1	89
16	STCS	WAWA FOOD MARKET# 5213	3950 S CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID | Fac Stat (OD):*** 9815311 | OPEN	ESE	0.49 / 2,578.21	1	98
16	STCS	MARATHON- LK WORTH	3950 S CONGRESS AVE PALM SPRINGS FL 33461 ***Facility ID | Fac Stat (OD):*** 8514634 | CLOSED	ESE	0.49 / 2,578.21	1	101
16	DWM CONTAM	MARATHON- LK WORTH	3950 S CONGRESS AVE PALM SPRINGS FL 33461	ESE	0.49 / 2,578.21	1	103

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
			Facility ID: 8514634				
17	STCS	ASHYLA PROPERTIES LLC	2949 2ND AVE N PALM SPRINGS FL 33461	E	0.49 / 2,612.95	2	105
			Facility ID | Fac Stat (OD): 9816399 | CLOSED				
18	LST	7-ELEVEN STORE #40339	3981 LAKE WORTH RD LAKE WORTH FL 33461-4055	W	0.50 / 2,632.97	7	107
			Facility ID | Facility Status: 8514686 | OPEN ***Cleanup Required:*** R - CLEANUP REQUIRED, N - NO CLEANUP REQUIRED				
18	DEL CONTAM SITE	SUNOCO #0612-4507	3981 LK WORTH RD LAKE WORTH FL 33461	W	0.50 / 2,632.97	7	112
18	DWM CONTAM	SUNOCO #0612-4507	3981 LK WORTH RD LAKE WORTH FL 33461	W	0.50 / 2,632.97	7	112
			Facility ID: 8514686 ***Facility Status:*** ACTIVE				
18	STCS	7-ELEVEN STORE #40339	3981 LAKE WORTH RD LAKE WORTH FL 33461	W	0.50 / 2,632.97	7	113
			Facility ID | Fac Stat (OD): 8514686 | OPEN				
18	DWM CONTAM	7-ELEVEN STORE #40339	3981 LAKE WORTH RD LAKE WORTH FL 33461	W	0.50 / 2,632.97	7	115
			Facility ID: 8514686				
19	CLEANUP DEP	Palm Beach State College	4200 S Congress Ave Lake Worth FL 33461-4705	ESE	0.59 / 3,102.24	0	116
19	ERIC	Palm Beach State College	4200 S Congress Ave Lake Worth FL 33461	ESE	0.59 / 3,102.24	0	117
20	WCRPS	PALM SPRINGS AMERICAN CESARS AUTO REPAIR	3750 10TH AVENUE NORTH LAKE WORTH FL	NNW	0.65 / 3,431.92	4	118
20	ERIC	Cesar's Auto Repair	3750 10TH AVENUE NORTH LAKE WORTH FL 33461	NNW	0.65 / 3,431.92	4	118
21	ERIC	KYLE'S LANDSCAPING	3751 10th Ave N Lake Worth FL 33461	NNW	0.70 / 3,696.44	3	119
22	WCRPS	PALM SPRINGS ASSOCIATES	3321 SOUTH CONGRESS AVE PALM SPRINGS FL	NE	0.72 / 3,797.81	1	119
22	CLEANUP DEP	Palm Springs Plaza Cleaners - Former	3321 S Congress Ave Palm Springs FL 33461-3072	NE	0.72 / 3,797.81	1	120

Map Key	DB	Company/Site Name	Address	Direction	Distance (mi/ft)	Elev Diff (ft)	Page Number
22	ERIC	Ocean Cleaners	3321 SOUTH CONGRESS AVE PALM SPRINGS FL 33461	NE	0.72 / 3,797.81	1	120
22	ERIC	PALM SPRINGS PLAZA CLEANERS (FORMERLY)	3321 S Congress Ave Palm Springs FL 33461	NE	0.72 / 3,797.81	1	121
23	ERIC	Dixie Paint Store	Kirk Road Lake Worth FL 33466	NW	0.75 / 3,958.85	5	121

Executive Summary: Summary by Data Source

Standard

Federal

RCRA VSQG - RCRA Very Small Quantity Generators List

A search of the RCRA VSQG database, dated Apr 8, 2024 has found that there are 3 RCRA VSQG site(s) within approximately 0.25 miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
LAKE WORTH POWER LAWN MOWER	3485 LAKE WORTH RD LAKE WORTH FL 33461-3689 ***EPA Handler ID**: FLT950051961*	SSW	0.08 / 416.07	3
PALM BEACH COUNTY ERM	LAKE WORTH RD, DAVIS ROW LAKE WORTH FL 00000 ***EPA Handler ID**: FLT950053306*	SSW	0.10 / 528.00	5
5 STAR TRANSMISSION PARTS	3355 LAKE WORTH RD, UNIT 9 PALM SPRINGS FL 33461-3673 ***EPA Handler ID**: FLR000231407*	SE	0.15 / 784.28	6

State

ERIC - ERIC Waste Cleanup

A search of the ERIC database, dated Sep 13, 2024 has found that there are 6 ERIC site(s) within approximately 1.00miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Palm Beach State College	4200 S Congress Ave Lake Worth FL 33461	ESE	0.59 / 3,102.24	19
Cesar's Auto Repair	3750 10TH AVENUE NORTH LAKE WORTH FL 33461	NNW	0.65 / 3,431.92	20
KYLE'S LANDSCAPING	3751 10th Ave N Lake Worth FL 33461	NNW	0.70 / 3,696.44	21
Ocean Cleaners	3321 SOUTH CONGRESS AVE PALM SPRINGS FL 33461	NE	0.72 / 3,797.81	22
PALM SPRINGS PLAZA CLEANERS (FORMERLY)	3321 S Congress Ave Palm Springs FL 33461	NE	0.72 / 3,797.81	22

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Dixie Paint Store	Kirk Road Lake Worth FL 33466	NW	0.75 / 3,958.85	23

CLEANUP DEP - Florida Department of Environmental Protection Cleanup Sites

A search of the CLEANUP DEP database, dated May 29, 2024 has found that there are 2 CLEANUP DEP site(s) within approximately 1.00miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
Palm Beach State College	4200 S Congress Ave Lake Worth FL 33461-4705	ESE	0.59 / 3,102.24	19
Palm Springs Plaza Cleaners - Former	3321 S Congress Ave Palm Springs FL 33461-3072	NE	0.72 / 3,797.81	22

WCRPS - Waste Cleanup Responsible Party Sites

A search of the WCRPS database, dated Apr 11, 2021 has found that there are 2 WCRPS site(s) within approximately 1.00miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
PALM SPRINGS AMERICAN CESARS AUTO REPAIR	3750 10TH AVENUE NORTH LAKE WORTH FL	NNW	0.65 / 3,431.92	20
PALM SPRINGS ASSOCIATES	3321 SOUTH CONGRESS AVE PALM SPRINGS FL	NE	0.72 / 3,797.81	22

SWF/LF - Solid Waste Facilities and Landfills

A search of the SWF/LF database, dated Jun 12, 2024 has found that there are 1 SWF/LF site(s) within approximately 0.50miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
CLINT PERKINS	59 ANDROS ROAD PALM SPRINGS FL 33461	N	0.46 / 2,404.14	13

LST - Leaking Tanks

A search of the LST database, dated Apr 22, 2024 has found that there are 8 LST site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461-3685	SSW	0.08 / 416.07	3
	***Facility ID | Facility Status**: 9202035 | CLOSED* ***Cleanup Required**: N - NO CLEANUP REQUIRED*			
STORE 66	3138 LAKE WORTH RD LAKE WORTH FL 33461-3634	ESE	0.34 / 1,778.81	7
	***Facility ID | Facility Status**: 8837409 | CLOSED* ***Cleanup Required**: R - CLEANUP REQUIRED, C - COMBINED CLEANUP REQUIRED*			
3965 SOUTH CONGRESS INC	3965 S CONGRESS AVE LAKE WORTH FL 33461-4107	ESE	0.43 / 2,247.07	10
	***Facility ID | Facility Status**: 8514187 | OPEN* ***Cleanup Required**: C - COMBINED CLEANUP REQUIRED, R - CLEANUP REQUIRED, N - NO CLEANUP REQUIRED, N - NO CLEANUP REQUIRED, C - COMBINED CLEANUP REQUIRED*			
OAKS FLORIST	3818 S CONGRESS AVE LAKE WORTH FL 33406	E	0.45 / 2,385.01	11
	***Facility ID | Facility Status**: 9300930 | CLOSED* ***Cleanup Required**: R - CLEANUP REQUIRED*			
RACETRAC#2380	3032 LK WORTH RD LAKE WORTH FL 33461-3632	ESE	0.45 / 2,398.35	12
	***Facility ID | Facility Status**: 8514422 | OPEN* ***Cleanup Required**: N - NO CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED*			
RITZ CAMERA CENTER	3678 CONGRESS AVE LAKE WORTH FL 33461-3756	E	0.48 / 2,551.51	15
	***Facility ID | Facility Status**: 8945183 | CLOSED* ***Cleanup Required**: R - CLEANUP REQUIRED*			
MARATHON- LK WORTH	3950 S CONGRESS AVE 2981 LK WORTH RD PALM SPRINGS FL 33461-4125	ESE	0.49 / 2,578.21	16
	***Facility ID | Facility Status**: 8514634 | CLOSED* ***Cleanup Required**: R - CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED, R - CLEANUP REQUIRED*			
7-ELEVEN STORE #40339	3981 LAKE WORTH RD LAKE WORTH FL 33461-4055	W	0.50 / 2,632.97	18
	***Facility ID | Facility Status**: 8514686 | OPEN* ***Cleanup Required**: R - CLEANUP REQUIRED, N - NO CLEANUP REQUIRED*			

UST - Underground Storage Tanks

A search of the UST database, dated May 30, 2024 has found that there are 2 UST site(s) within approximately 0.25miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
PALM BEACH CNTY-FIRE RESCUE #31	3439 LAKE WORTH RD PALM SPRINGS FL 33461	S	0.05 / 287.09	2
	***Facility ID | Facility Status**: 8838336 | OPEN* ***Tank Status | Status Date**: B - REMOVED FROM SITE | 01-DEC-1994, B - REMOVED FROM SITE | 01-DEC-1994*			
PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461	SSW	0.08 / 416.07	3
	***Facility ID | Facility Status**: 9202035 | CLOSED* ***Tank Status | Status Date**: B - REMOVED FROM SITE | 01-OCT-1994, B - REMOVED FROM SITE | 01-OCT-1994, B - REMOVED FROM SITE | 01-OCT-1994, B - REMOVED FROM SITE | 01-OCT-1994*			

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key

AST - Aboveground Storage Tanks

A search of the AST database, dated May 30, 2024 has found that there are 1 AST site(s) within approximately 0.25miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
PALM BEACH CNTY-FIRE RESCUE #31	3439 LAKE WORTH RD PALM SPRINGS FL 33461	S	0.05 / 287.09	2
	***Facility ID | Facility Status**: 8838336 | OPEN* ***Tank Status | Status Date**: U - IN SERVICE | 01-JUN-1994, U - IN SERVICE | 01-JUN-1994*			

STCS - Storage Tank/Contaminated Facility Search

A search of the STCS database, dated Aug 28, 2024 has found that there are 13 STCS site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
PALM BEACH CNTY-FIRE RESCUE #31	3439 LAKE WORTH RD PALM SPRINGS FL 33461	S	0.05 / 287.09	2
	***Facility ID | Fac Stat (OD)**: 8838336 | OPEN*			
PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461	SSW	0.08 / 416.07	3
	***Facility ID | Fac Stat (OD)**: 9202035 | CLOSED*			
STORE 66	3138 LAKE WORTH RD LAKE WORTH FL 33461	ESE	0.34 / 1,778.81	7
	***Facility ID | Fac Stat (OD)**: 8837409 | CLOSED*			
BILL BARBERS DRY CLEANERS	3085 2ND AVE N LAKE WORTH FL 33461	E	0.35 / 1,861.49	8
	***Facility ID | Fac Stat (OD)**: 9500466 | CLOSED*			
MANNO UNIFORMS & POLICE EQUIP	3115 LAKE WORTH RD LAKE WORTH FL 33416	ESE	0.35 / 1,863.73	9
	***Facility ID | Fac Stat (OD)**: 9502994 | CLOSED*			
3965 SOUTH CONGRESS INC	3965 S CONGRESS AVE LAKE WORTH FL 33461	ESE	0.43 / 2,247.07	10
	***Facility ID | Fac Stat (OD)**: 8514187 | OPEN*			
RACETRAC#2380	3032 LK WORTH RD LAKE WORTH FL 33461	ESE	0.45 / 2,398.35	12
	***Facility ID | Fac Stat (OD)**: 8514422 | OPEN*			
OAKS FLORIST	3818 S CONGRESS AVE LAKE WORTH FL 33406	E	0.47 / 2,467.03	14
	***Facility ID | Fac Stat (OD)**: 9300930 | CLOSED*			

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
RITZ CAMERA CENTER	3678 CONGRESS AVE LAKE WORTH FL 33461	E	0.48 / 2,551.51	15
	***Facility ID | Fac Stat (OD)**: 8945183 | CLOSED*			
WAWA FOOD MARKET# 5213	3950 S CONGRESS AVE LAKE WORTH FL 33461	ESE	0.49 / 2,578.21	16
	***Facility ID | Fac Stat (OD)**: 9815311 | OPEN*			
MARATHON- LK WORTH	3950 S CONGRESS AVE PALM SPRINGS FL 33461	ESE	0.49 / 2,578.21	16
	***Facility ID | Fac Stat (OD)**: 8514634 | CLOSED*			
ASHYLA PROPERTIES LLC	2949 2ND AVE N PALM SPRINGS FL 33461	E	0.49 / 2,612.95	17
	***Facility ID | Fac Stat (OD)**: 9816399 | CLOSED*			
7-ELEVEN STORE #40339	3981 LAKE WORTH RD LAKE WORTH FL 33461	W	0.50 / 2,632.97	18
	***Facility ID | Fac Stat (OD)**: 8514686 | OPEN*			

Non Standard

Federal

FINDS/FRS - Facility Registry Service/Facility Index

A search of the FINDS/FRS database, dated Apr 26, 2024 has found that there are 2 FINDS/FRS site(s) within approximately 0.02miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
MARBELLA AT PALM SPRINGS	UNKNOWN PALM SPRINGS FL 33461	SW	0.01 / 71.76	1
	***Registry ID**: 110024570105*			
MARBELLA AT PALM SPRINGS	PALM SPRINGS FL 33461	SW	0.01 / 71.76	1
	***Registry ID**: 110035755643*			

SSTS - Registered Pesticide Establishments

A search of the SSTS database, dated Feb 29, 2024 has found that there are 1 SSTS site(s) within approximately 0.25miles of the project property.

Lower Elevation	Address	Direction	Distance (mi/ft)	Map Key
U.S. COPPER	3395 LAKE WORTH RD - LAKE WORTH FL 33461	SE	0.08 / 439.94	4
	***Establishment No**: 99155-FL-1*			

State

DWM CONTAM - Contaminated Sites

A search of the DWM CONTAM database, dated Jul 14, 2023 has found that there are 10 DWM CONTAM site(s) within approximately 0.50miles of the project property.

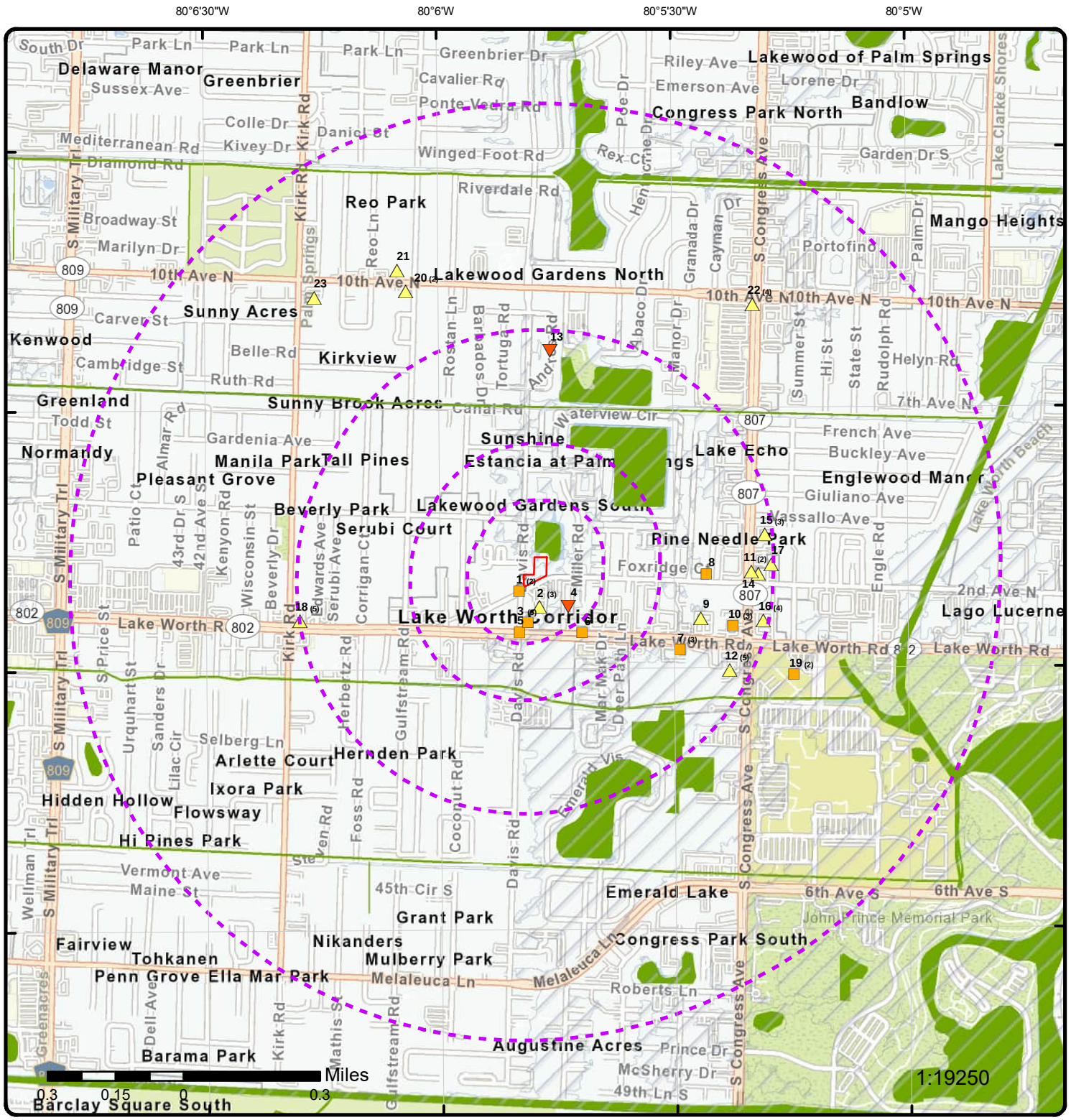
Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
PALM BEACH CNTY-DAVIS ROAD ROW	3485 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID**: 9202035*	SSW	0.08 / 416.07	3
STORE 66	3138 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID**: 8837409*	ESE	0.34 / 1,778.81	7
MARATHON-CORRIDOR #028	3965 S CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID**: 8514187*	ESE	0.43 / 2,247.07	10
OAKS FLORIST	3818 S CONGRESS AVE LAKE WORTH FL 33406 ***Facility ID**: 9300930*	E	0.45 / 2,385.01	11
RACETRAC#2380	3032 LK WORTH RD LAKE WORTH FL 33461 ***Facility ID**: 8514422*	ESE	0.45 / 2,398.35	12
COLLEGE SERVICE STATION	3032 LK WORTH RD LAKE WORTH FL 33461 ***Facility ID**: 8514422* ***Facility Status**: ACTIVE*	ESE	0.45 / 2,398.35	12
RITZ CAMERA CENTER	3678 CONGRESS AVE LAKE WORTH FL 33461 ***Facility ID**: 8945183*	E	0.48 / 2,551.51	15
MARATHON- LK WORTH	3950 S CONGRESS AVE PALM SPRINGS FL 33461 ***Facility ID**: 8514634*	ESE	0.49 / 2,578.21	16
7-ELEVEN STORE #40339	3981 LAKE WORTH RD LAKE WORTH FL 33461 ***Facility ID**: 8514686*	W	0.50 / 2,632.97	18
SUNOCO #0612-4507	3981 LK WORTH RD LAKE WORTH FL 33461 ***Facility ID**: 8514686* ***Facility Status**: ACTIVE*	W	0.50 / 2,632.97	18

DEL CONTAM SITE - Delisted Contaminated Sites

A search of the DEL CONTAM SITE database, dated Sep 30, 2015 has found that there are 2 DEL CONTAM SITE site(s) within approximately 0.50miles of the project property.

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
COLLEGE SERVICE STATION	3032 LK WORTH RD LAKE WORTH FL 33461	ESE	0.45 / 2,398.35	12

Equal/Higher Elevation	Address	Direction	Distance (mi/ft)	Map Key
SUNOCO #0612-4507	3981 LK WORTH RD LAKE WORTH FL 33461	W	0.50 / 2,632.97	18



Map: 1.0 Mile Radius

Order Number: 24101100312

Address: 3401 2nd Avenue North, Palm Springs, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

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Map: 0.5 Mile Radius

Order Number: 24101100312

Address: 3401 2nd Avenue North, Palm Springs, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

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Map: 0.25 Mile Radius

Order Number: 24101100312

Address: 3401 2nd Avenue North, Palm Springs, FL

- Project Property
- Buffer Outline
- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- Areas with Higher Elevation
- Areas with Same Elevation
- Areas with Lower Elevation
- Areas with Unknown Elevation
- Freeways; Highways
- Traffic Circle; Ramp
- Major & Minor Arterial
- Traffic Circle; Ramp
- Local Road
- Rail
- State
- Country
- National Wetland
- Indian Reserve Land
- 100 Year Flood Zone
- 500 Year Flood Zone
- FWS Special Designation Areas
- National Priorities List (Active, Delisted, Proposed, Institutional Control)

Source: © 2021 ESRI StreetMap Premium

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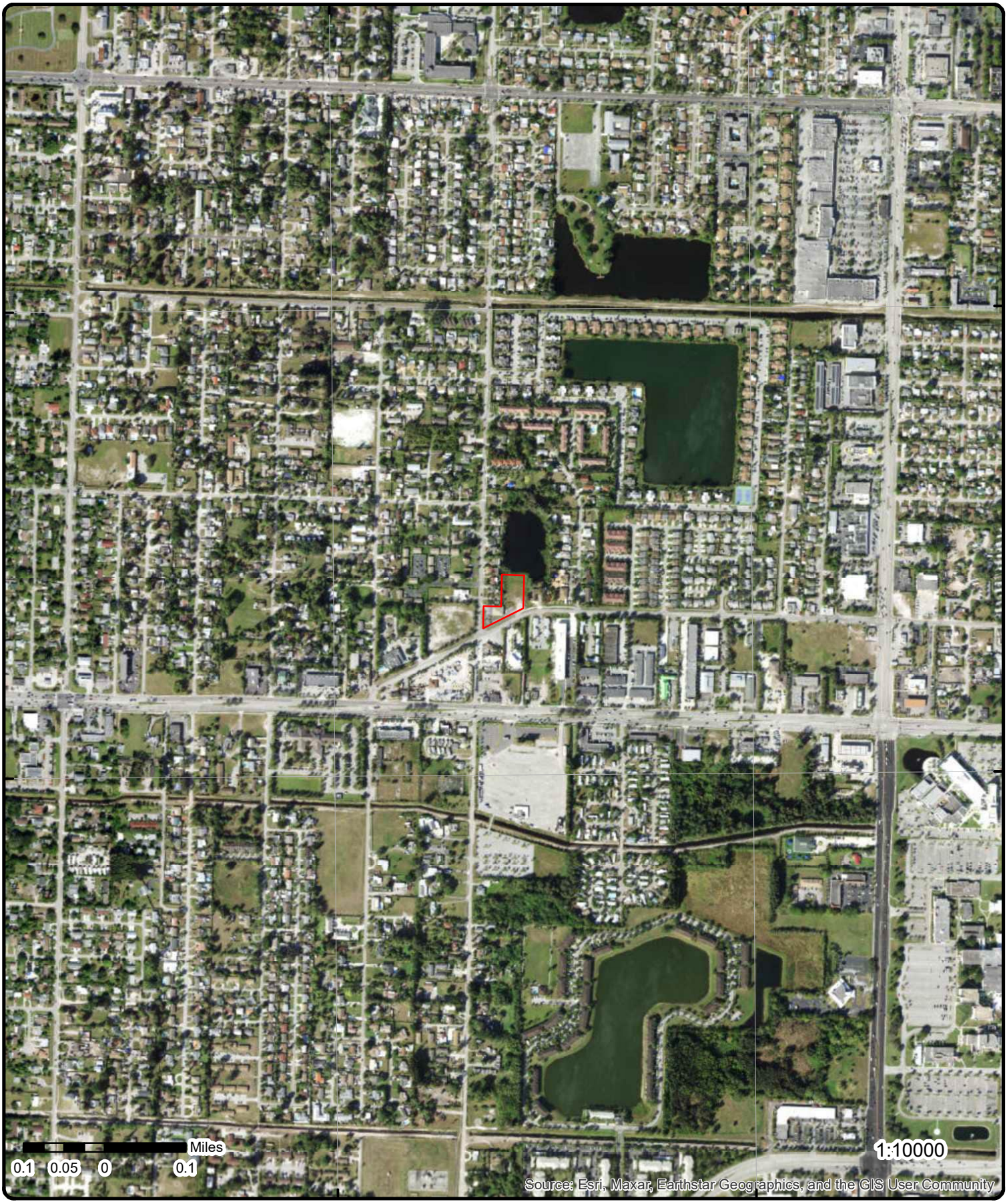

Aerial **Year: 2021**

Order Number: 24101100312

Address: 3401 2nd Avenue North, Palm Springs, FL

Source: ESRI World Imagery

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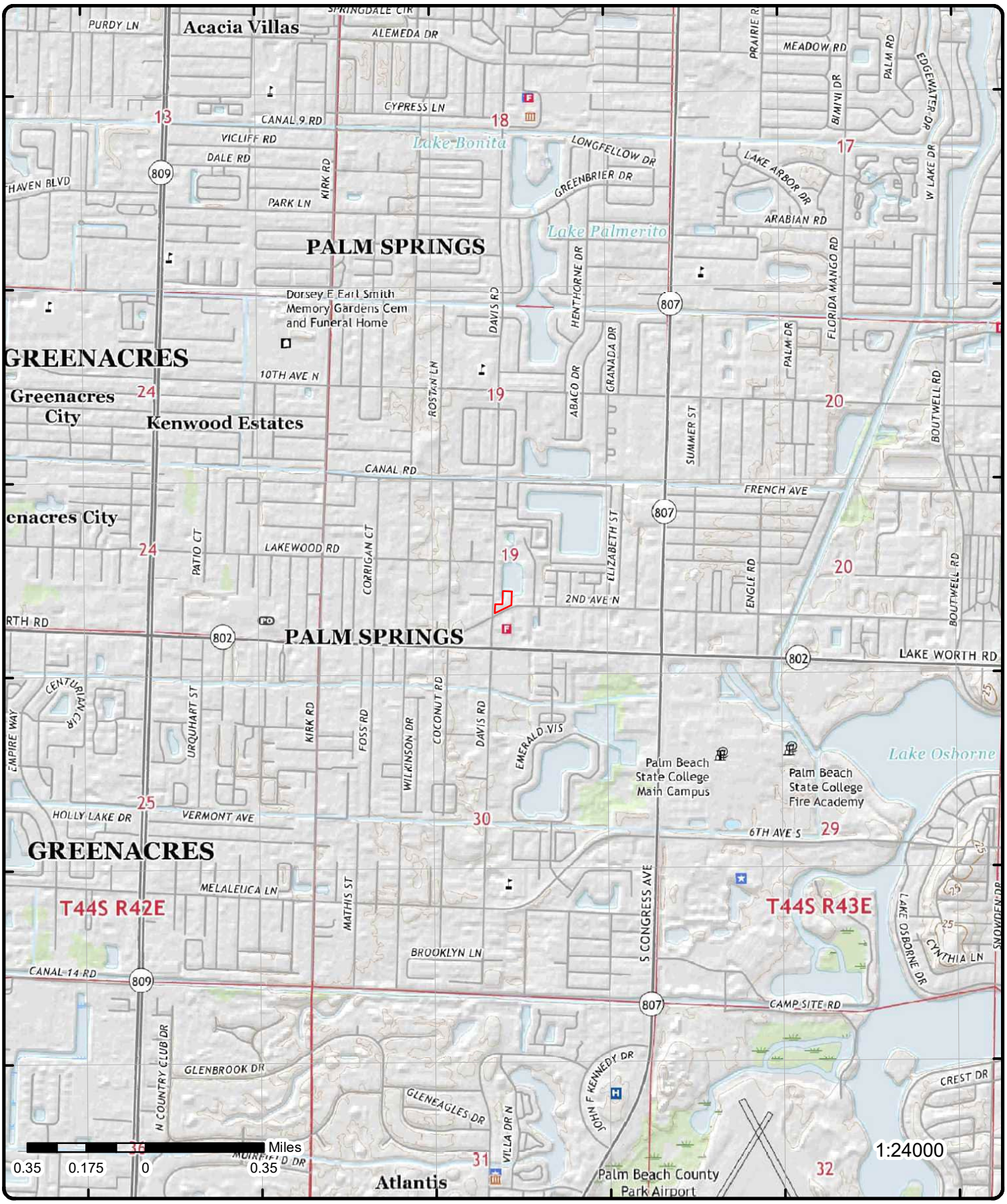

Topographic Map

Year: 2021

Order Number: 24101100312

Address: 3401 2nd Avenue North, FL

Quadrangle(s): Lake Worth FL, Palm Beach FL, Palm Beach Farms FL, Greenacres City FL

© ERIS Information Inc.

Source: USGS Topographic Map

Detail Report

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	1 of2	SW	0.01 / 71.76	12.27 / 0	MARBELLA AT PALM SPRINGS UNKNOWN PALM SPRINGS FL 33461	FINDS/FRS

Registry ID:	110024570105
FIPS Code:	FL099
HUC Code:	03090202
Site Type Name:	STATIONARY
Location Description:	
Supplemental Location:	
Create Date:	29-APR-06
Update Date:	05-MAR-13
Interest Types:	ICIS-NPDES NON-MAJOR, STORM WATER CONSTRUCTION
SIC Codes:	
SIC Code Descriptions:	
NAICS Codes:	
NAICS Code Descriptions:	
Conveyor:	ICIS
Federal Facility Code:	
Federal Agency Name:	
Tribal Land Code:	
Tribal Land Name:	
Congressional Dist No:	22
Census Block Code:	120990046022023
EPA Region Code:	04
County Name:	PALM BEACH
US/Mexico Border Ind:	
Latitude:	26.619167
Longitude:	-80.097222
Reference Point:	
Coord Collection Method:	
Accuracy Value:	30
Datum:	NAD83
Source:	
Facility Detail Rprt URL:	https://ofmpub.epa.gov/frs_public2/fii_query_detail.disp_program_facility?p_registry_id=110024570105
Data Source:	Facility Registry Service - Single File
Program Acronyms:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
1	2 of2	SW	0.01 / 71.76	12.27 / 0	MARBELLA AT PALM SPRINGS PALM SPRINGS FL 33461	FINDS/FRS

Registry ID:	110035755643
FIPS Code:	12099
HUC Code:	03090202
Site Type Name:	STATIONARY
Location Description:	NW CORNER OF 2ND AVE N & DAVIS RD
Supplemental Location:	
Create Date:	24-APR-08
Update Date:	
Interest Types:	STATE MASTER
SIC Codes:	
SIC Code Descriptions:	
NAICS Codes:	
NAICS Code Descriptions:	
Conveyor:	FDM
Federal Facility Code:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Federal Agency Name:
Tribal Land Code:
Tribal Land Name:
Congressional Dist No: 22
Census Block Code: 120990046022023
EPA Region Code: 04
County Name: PALM BEACH
US/Mexico Border Ind:
Latitude: 26.619167
Longitude: -80.097222
Reference Point: FACILITY CENTROID
Coord Collection Method: UNKNOWN
Accuracy Value: 1000
Datum: NAD83
Source:
Facility Detail Rprt URL: https://ofmpub.epa.gov/frs_public2/fii_query_detail.disp_program_facility?p_registry_id=110035755643
Data Source: Facility Registry Service - Single File
Program Acronyms:

2	1 of3	S	0.05 / 287.09	14.42 / 3	**PALM BEACH CNTY-FIRE RESCUE #31** **3439 LAKE WORTH RD** **PALM SPRINGS FL 33461**	UST

Facility ID: 8838336
Facility Status: OPEN
Facility Type: I
Type Desc: County Government
Facility Phone: 5612330884
Dep Co: D
Owner ID: 25971
Owner Phone: 5612330884
County: PALM BEACH
Lat/Long Method: AGPS
Lat DD: 26
Lat MM: 37
Lat SS: 3
Long DD: 80
Long MM: 5
Long SS: 48
Owner: PALM BEACH CNTY FIRE RESCUE
Owner Address1: 2601 VISTA PARKWAY
Owner Address2: ATTN: JIM MCNAMARA
Owner City: WEST PALM BEACH
Owner State: FL
Owner Zip 5: 33411
Contact: MANAGER FIRE RESCUE CAPITAL PROJECTS
Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8838336&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8838336
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8838336/facility!search

Tank Information

Tank ID: 3
Tank Status: B - REMOVED FROM SITE
Status Date: 01-DEC-1994
Installation Date: 01-JUL-1986
Tank Desc:
Capacity: 1000
Substance: D - Vehicular Diesel
Placement: UNDERGROUND
Tank Vessel Indic: TANK

Tank Information

Tank ID: 4
Tank Status: B - REMOVED FROM SITE
Status Date: 01-DEC-1994
Installation Date: 01-JUL-1986
Tank Desc:
Capacity: 1000
Substance: B - Unleaded Gas
Placement: UNDERGROUND
Tank Vessel Indic: TANK

2	2 of3	S	0.05 / 287.09	14.42 / 3	**PALM BEACH CNTY-FIRE RESCUE #31** **3439 LAKE WORTH RD**	AST

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
					PALM SPRINGS FL 33461	

Facility ID:	8838336	**County:**	PALM BEACH
Facility Status:	OPEN	**Lat/Long Method:**	AGPS
Facility Type:	I	**Lat DD:**	26
Type Desc:	County Government	**Lat MM:**	37
Facility Phone:	5612330884	**Lat SS:**	3
Dep Co:	D	**Long DD:**	80
Owner ID:	25971	**Long MM:**	5
Owner Phone:	5612330884	**Long SS:**	48

Owner: PALM BEACH CNTY FIRE RESCUE
Owner Address1: 2601 VISTA PARKWAY
Owner Address2: ATTN: JIM MCNAMARA
Owner City: WEST PALM BEACH
Owner State: FL
Owner Zip 5: 33411
Contact: MANAGER FIRE RESCUE CAPITAL PROJECTS
Data Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8838336&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8838336
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8838336/facility!search

Tank Information

Tank ID:	5	**Tank Desc:**	
Tank Status:	U - IN SERVICE	**Capacity:**	500
Status Date:	01-JUN-1994	**Placement:**	ABOVEGROUND
Installation Date:	01-JUN-1994	**Tank Vessel Indic:**	TANK

Content Desc: D - Vehicular Diesel

Tank Information

Tank ID:	6	**Tank Desc:**	
Tank Status:	U - IN SERVICE	**Capacity:**	500
Status Date:	01-JUN-1994	**Placement:**	ABOVEGROUND
Installation Date:	01-JUN-1994	**Tank Vessel Indic:**	TANK

Content Desc: B - Unleaded Gas

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
2	3 of3	S	0.05 / 287.09	14.42 / 3	PALM BEACH CNTY-FIRE RESCUE #31 3439 LAKE WORTH RD PALM SPRINGS FL 33461	STCS

Facility ID:	8838336	**Clnup Cd (OD):**	
Type:	I - County Government	**Fac Clnup Stat (OD):**	
Status:	Open	**Clnup Dt (OD):**	
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	OPEN	**Contam (Map):**	
Fac Code (OD):	I	**Fac Type (Map):**	County Government
Facility 1:	County Government	**Fac Stat (Map):**	OPEN

Fac Name (OD): PALM BEACH CNTY-FIRE RESCUE #31
Address (OD): 3439 LAKE WORTH RD
City (OD): PALM SPRINGS
County (OD): PALM BEACH
Zip5 (OD): 33461
Name (Map): PALM BEACH CNTY-FIRE RESCUE #31
Address (Map): 3439 LAKE WORTH RD
City (Map): PALM SPRINGS
County (Map): 50
Zip4 (Map): 3648
Zip5 (Map): 33461
Address Line 1: 3439 Lake Worth Rd
Address Line 2:
City: Palm Springs
County: PALM BEACH

State:	FL
Zip:	33461- 3648
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	28669	**Map Src:**	2001 DOQS
X:	-80.0964694444461	**Map Scale:**	2500
Y:	26.6188444444474	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	AGPS	**El Resolut:**	
Col Name:	WILLE_P	**El Units:**	
Col Date:	01-Dec-2001	**ALB East:**	787932.37
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296575.7
Ver Meth:	DPHO	**Loc ID:**	27793
Ver Name:	WILLE_P	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	01-Dec-2001	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	EXACT	**Long MM:**	5
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8838336/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	27793	**Rel Feat:**	EXACT
Site Type:	County Government	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	5612330884	**El Units:**	
Operator:	MANAGER FIRE RESCUE	**Map Src:**	2001 DOQS
Next action:		**Map Scale:**	2500
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	787932.37
OOIC:	FACILITY	**Alb North:**	296575.7
Col Meth:	AGPS	**Datum:**	HARN
Col Name:	WILLE_P	**Elevation:**	
Col Date:	12/1/2001	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLE_P	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	12/1/2001	**Long SS:**	
Object ID:	27793		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8838336/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Palm Beach Cnty-Fire Rescue #31 3439 Lake Worth Rd Palm Springs, FL 33461- 3648
LL Method:	AGPS - Autonomous GPS
Account Owner:	Palm Beach Cnty Fire Rescue
Contact:	Manager Fire Rescue
Phone:	561-233-0884
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:07.8400
Longitude:	80:05:47.2900

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	5
Size:	500
Content:	Vehicular Diesel
Installed:	06/01/1994
Placement:	ABOVE
Status:	In Service
Construction:	L - Compartmented M - Spill Containment Bucket P - Level Gauges/Alarms R - Double Wall - Tank Jacket
Piping:	A - Abv, No Soil Contact
Monitoring:	F - Monitor Dbl Wall Tank Space Q - Visual Inspection Of Asts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	3
Size:	1000
Content:	Vehicular Diesel
Installed:	07/01/1986
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	6
Size:	500
Content:	Unleaded Gas
Installed:	06/01/1994
Placement:	ABOVE
Status:	In Service
Construction:	L - Compartmented M - Spill Containment Bucket P - Level Gauges/Alarms R - Double Wall - Tank Jacket
Piping:	A - Abv, No Soil Contact
Monitoring:	F - Monitor Dbl Wall Tank Space Q - Visual Inspection Of Asts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	4
Size:	1000
Content:	Unleaded Gas
Installed:	07/01/1986
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
3	1 of5	SSW	0.08 / 416.07	11.60 / 0	LAKE WORTH POWER LAWN MOWER 3485 LAKE WORTH RD LAKE WORTH FL 33461-3689	RCRA VSQG

EPA Handler ID:	FLT950051961
Gen Status Universe:	VSG

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Contact Name:
Contact Address: US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: PALM BEACH
EPA Region: 04
Land Type: Other
Receive Date: 19950623
Location Latitude: 26.616726
Location Longitude: -80.068649

Violation/Evaluation Summary

Note: NO RECORDS: As of Apr 2024, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 199506
Receive Date: 19950623
Handler Name: LAKE WORTH POWER LAWN MOWER
Federal Waste Generator Code: 3
Generator Code Description: Very Small Quantity Generator
Source Type: Emergency

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
3	2 of5	SSW	0.08 / 416.07	11.60 / 0	PALM BEACH CNTY-DAVIS ROAD ROW 3485 LAKE WORTH RD LAKE WORTH FL 33461-3685	LST

Facility ID: 9202035
Facility Status: CLOSED
Facility Type: I - County Government
Feature:
Method: AGPS
Rank:
Operator: LARSON, KAREN
Phone: (407)355-4011
Name Changed: 06/02/2005
Address Changed:
Prim Related Party: 16165
Primary RP Role: ACCOUNT OWNER
RP Begin Date: 07/17/1992
RP Name: PALM BEACH CNTY
RP Address1: 3111 S DIXIE HWY
RP Address2:

Score:
Score Effctve Date:
Score when Ranked:
Facility Name: PALM BEACH CNTY-DAVIS ROAD ROW
Address1: 3485 LAKE WORTH RD
Address2:
City: LAKE WORTH
State: FL
Zip5: 33461
Zip4: 3685
District: SED
County: PALM BEACH
County No: 50
Datum: 0
Lat DD: 26
Lat MM: 37

RP City:	WEST PALM BEACH	**Lat SS:**	5.32
RP State:	FL	**Long DD:**	80
RP Zip5:	33405	**Long MM:**	5
RP Zip4:		**Long SS:**	49.27
Contact:	KAREN LARSON	**Section:**	
RP Phone:	(407)355-4011	**Township:**	
RP Phone Ext.:		**Range:**	
RP Bad Addr Ind:	Yes		

Facility ID (Map):	9202035
Facility Type (Map):	County Government
Facility Status (Map):	CLOSED
Facility Name (Map):	PALM BEACH CNTY-DAVIS ROAD ROW
Address (Map):	3485 LAKE WORTH RD
City (Map):	LAKE WORTH
Zip5 (Map):	33461
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	AGPS
Collector (Map):	WILLE_P
Collection Date (Map):	12/1/2001
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9202035/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9202035&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9202035
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9202035/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	06/22/1992
Cleanup Required:	N - NO CLEANUP REQUIRED
Discharge Cleanup Status:	NREQ - CLEANUP NOT REQUIRED
Discharge Cleanup Stat Date:	04/23/2001
Eligibility Indicator:	I - INELIGIBLE
Site Manager:	
Site Manager End Date:	
Tank Office:	-

Petroleum Cleanup Program Eligibility

Cleanup Program:	A - ABANDONED TANK RESTORATION PROGRAM
Eligibility Status:	INELIGIBLE

Task Info

SA Task ID:		**SR Soil Treatment:**	
SA Cleanup Resp:	-	**SR Other Treatment:**	
SA Actual Cost:		**SR Alt Proc Rec:**	
SA Complete Date:		**RAP Task ID:**	
SA Payment Date:		**RAP Clean Resp ID:**	-
SR Task ID:		**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	
SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	
SR Soil Removal:		**RA Actual Cost:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: -
SRC Submit Date:
SRC Review Date:
SRC Complete Status: -
SRC Comp Status Dt:
SRC Issue Date:
SRC Comments:
Tank Office: -

Petroleum Cleanup PCT Facility Score

Related Party ID: 16165
RP Contact: KAREN LARSON
Facility Cleanup Status: NREQ - NOT REQUIRED
Bad Address Indicator: Y

Discharge Info (Map)

Discharge: 15585
Discharge 1: 22-Jun-1992
Discharge 2: 0
Discharge 3: NREQ
General Cl: NO CLEANUP REQUIRED
Disch Clea: 23-Apr-2001
Tank Offic:
Eligibility: INELIGIBLE
Eligibility 1:
Report Pha: COMPLETED
Report Sub: COMPLETED
Report S 1: 23-Apr-2001
Staff Assi:

AST UST Discharges

Dep Co: P
CU Req: N
Score:
Descrip: NO CLEANUP REQUIRED
Discharge Date: 22-JUN-92
Score Date:
Stat Date: 23-APR-2001
LL Meth: AGPS
Lat DD: 26
Lat MM: 36
Lat SS: 30
Long DD: 80
Prg Desc:
Long MM: 5
Long SS: 8
Stat Desc: CLEANUP NOT REQUIRED
Fac Name: PALM BEACH CNTY-DAVIS ROAD ROW
Fac Type: I
Type Desc: County Government
Fac Addr: 3485 LAKE WORTH RD
Fac City: LAKE WORTH
Fac Zip: 33461
County: 50
Fac State: CLOSED
Fac Phone: 4073554011

3	3 of5	SSW	0.08 / 416.07	11.60 / 0	PALM BEACH CNTY-DAVIS ROAD ROW 3485 LAKE WORTH RD LAKE WORTH FL 33461	UST

Facility ID: 9202035
Facility Status: CLOSED
Facility Type: I
Type Desc: County Government
Facility Phone: 4073554011
Dep Co: P
Owner ID: 16165
Owner Phone: 4073554011
Owner: PALM BEACH CNTY
Owner Address1: 3111 S DIXIE HWY
County: PALM BEACH
Lat/Long Method: AGPS
Lat DD: 26
Lat MM: 36
Lat SS: 30
Long DD: 80
Long MM: 5
Long SS: 8

Owner Address2:
Owner City: WEST PALM BEACH
Owner State: FL
Owner Zip 5: 33405
Contact: KAREN LARSON
Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9202035&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9202035
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9202035/facility!search

Tank Information

Tank ID: 3
Tank Status: B - REMOVED FROM SITE
Status Date: 01-OCT-1994
Installation Date: 01-JUL-1955
Tank Desc:
Capacity: 3000
Substance: D - Vehicular Diesel
Placement: UNDERGROUND
Tank Vessel Indic: TANK

Tank Information

Tank ID: 4
Tank Status: B - REMOVED FROM SITE
Status Date: 01-OCT-1994
Installation Date: 01-JUL-1955
Tank Desc:
Capacity: 3000
Substance: D - Vehicular Diesel
Placement: UNDERGROUND
Tank Vessel Indic: TANK

Tank Information

Tank ID: 1
Tank Status: B - REMOVED FROM SITE
Status Date: 01-OCT-1994
Installation Date: 01-JUL-1955
Tank Desc:
Capacity: 550
Substance: L - Waste Oil
Placement: UNDERGROUND
Tank Vessel Indic: TANK

Tank Information

Tank ID: 2
Tank Status: B - REMOVED FROM SITE
Status Date: 01-OCT-1994
Installation Date: 01-JUL-1955
Tank Desc:
Capacity: 3000
Substance: A - Leaded Gas
Placement: UNDERGROUND
Tank Vessel Indic: TANK

3	4 of5	SSW	0.08 / 416.07	11.60 / 0	PALM BEACH CNTY-DAVIS ROAD ROW 3485 LAKE WORTH RD LAKE WORTH FL 33461	STCS

Facility ID: 9202035
Type: I - County Government
Status: Closed
Status (OD): REVIEWED
Fac Stat (OD): CLOSED
Fac Code (OD): I
Facility 1: County Government
Clnup Cd (OD): NREQ
Fac Clnup Stat (OD): NOT REQUIRED
Clnup Dt (OD): 2002/02/03
Status (Map): REVIEWED
Contam (Map):
Fac Type (Map): County Government
Fac Stat (Map): CLOSED
Fac Name (OD): PALM BEACH CNTY-DAVIS ROAD ROW
Address (OD): 3485 LAKE WORTH RD
City (OD): LAKE WORTH
County (OD): PALM BEACH
Zip5 (OD): 33461
Name (Map): PALM BEACH CNTY-DAVIS ROAD ROW
Address (Map): 3485 LAKE WORTH RD
City (Map): LAKE WORTH
County (Map): 50

Zip4 (Map):	3685
Zip5 (Map):	33461
Address Line 1:	3485 Lake Worth Rd
Address Line 2:	
City:	Lake Worth
County:	PALM BEACH
State:	FL
Zip:	33461- 3685
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	40435	***Map Src:***	2001 DOQS
X:	-80.0970194444457	***Map Scale:***	2500
Y:	26.6181444444478	***Elevation:***	
Regulated:	NO	***El Datum:***	
Col Meth:	AGPS	***El Resolut:***	
Col Name:	WILLE_P	***El Units:***	
Col Date:	01-Dec-2001	***ALB East:***	787880.37
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***ALB North:***	296496.32
Ver Meth:	DPHO	***Loc ID:***	26941
Ver Name:	WILLE_P	***Lat DD:***	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Date:	01-Dec-2001	***Lat SS:***	
OOIC:	FACILITY	***Long DD:***	80
Rel Feat:	EXACT	***Long MM:***	5
Datum:	HARN	***Long SS:***	
Coord Acc:	4		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9202035/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	26941	***Rel Feat:***	EXACT
Site Type:	County Government	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	4073554011	***El Units:***	
Operator:	LARSON, KAREN	***Map Src:***	2001 DOQS
Next action:	INVOICE DUE	***Map Scale:***	2500
Fin Respon:		***Coord Acc:***	4
Office:	SED	***Alb East:***	787880.37
OOIC:	FACILITY	***Alb North:***	296496.32
Col Meth:	AGPS	***Datum:***	HARN
Col Name:	WILLE_P	***Elevation:***	
Col Date:	12/1/2001	***Lat DD:***	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	WILLE_P	***Long DD:***	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	5
Ver Date:	12/1/2001	***Long SS:***	
Object ID:	26941		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9202035/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Palm Beach Cnty-Davis Road Row 3485 Lake Worth Rd Lake Worth, FL 33461- 3685
LL Method:	AGPS - Autonomous GPS
Account Owner:	Palm Beach Cnty

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Contact: Larson, Karen
Phone: 407-355-4011
District: SED
County 1: 50 - Palm Beach
Latitude: 26:37:05.3200
Longitude: 80:05:49.2700

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 3000
Content: Vehicular Diesel
Installed: 07/01/1955
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 3000
Content: Vehicular Diesel
Installed: 07/01/1955
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 3000
Content: Leaded Gas
Installed: 07/01/1955
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 550
Content: Waste Oil
Installed: 07/01/1955
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

3	5 of5	SSW	0.08 / 416.07	11.60 / 0	PALM BEACH CNTY-DAVIS ROAD ROW 3485 LAKE WORTH RD LAKE WORTH FL 33461	DWM CONTAM

Facility ID: 9202035
Site ID: 9202035
Program Area:
Contact:
Phone:
Method:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Facility Type:
Fac Type:
County ID: 50
Ftc1 Fac Type ID: I
Stcm Facility Type: I
District: SED
Site Status:
Section:
Township:
County: Palm Beach
Range:
Rank:
Operator:
Name Changed:
Addr Changed:
Facility Name: PALM BEACH CNTY-DAVIS ROAD ROW
Description: County Government

Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:
RP Zip4:
RP Phone:
RP Extension:
RP Bad Addr Ind:
RP Name:

Program Details

Facility Status:
Offsite Contam:
Priority Score:
Project Coordinato:
Program Eligible:
Ineligible:
Program Area: PETROLEUM
Site Manager:
Discharge Date: 6/22/1992
Discharge Eligibil: I
Eligibility Progrm:
Cleanup Status: CLOSED-STCM
Closure Type: NREQ
Closure Date: 4/23/2001

Staff Assigned:
Priority:
Score Effective Dt:
Score When Ranked:
District:
Datum: 0
Method: AGPS
Lat DD: 26
Lat MM: 36
Lat SS: 30
Long DD: 80
Long MM: 5
Long SS: 8

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
4	1 of1	SE	0.08 / 439.94	11.17 / -1	U.S. COPPER 3395 LAKE WORTH RD - LAKE WORTH FL 33461	SSTS

EPA Region: 4
Establishment No: 99155-FL-1
Est Create Update Date:
Est Site County: Palm Beach
Est Site Country: USA
Est Mailing Address: 3395 LAKE WORTH RD
Est Mailing Address Line 2: -
Est Mail City: LAKE WORTH
Est Mail State: FL
Est Mail Zip: 33461
Est Mail Country: USA

Details

Company Name: U.S. Copper, Inc.
Company HQ Addr 1: 3395 Lake Worth RdUnit 5
Company HQ Addr 2: -
Company HQ City: Palm Springs
Company HQ State: FL
Company HQ Zip: 33461
Company HQ Country: USA
Co HQ Mailing Addr 1: 3395 Lake Worth RdUnit 5
Co HQ Mailing Addr 2: -
Co HQ City: Palm Springs
Co HQ State: FL
Co HQ Zip: 33461
Co HQ Country: USA

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
5	1 of1	SSW	0.10 / 528.00	11.56 / 0	PALM BEACH COUNTY ERM LAKE WORTH RD, DAVIS ROW LAKE WORTH FL 00000	RCRA VSQG

EPA Handler ID: FLT950053306
Gen Status Universe: VSG
Contact Name:
Contact Address: US
Contact Phone No and Ext:
Contact Email:
Contact Country: US
County Name: PALM BEACH
EPA Region: 04
Land Type: Other
Receive Date: 19951115
Location Latitude: 26.61716
Location Longitude: -80.204792

Violation/Evaluation Summary

Note: NO RECORDS: As of Apr 2024, there are no Compliance Monitoring and Enforcement (violation) records associated with this facility (EPA ID).

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No
Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 199511
Receive Date: 19951115
Handler Name: PALM BEACH COUNTY ERM
Federal Waste Generator Code: 3
Generator Code Description: Very Small Quantity Generator
Source Type: Emergency

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
6	1 of1	SE	0.15 / 784.28	11.87 / 0	5 STAR TRANSMISSION PARTS 3355 LAKE WORTH RD, UNIT 9 PALM SPRINGS FL 33461-3673	RCRA VSQG

EPA Handler ID: FLR000231407
Gen Status Universe: VSG
Contact Name: SCOTT YASLOW
Contact Address: 7558 TARPON COVE CIR , , LAKE WORTH , FL, 33467-0000 , US
Contact Phone No and Ext:
Contact Email: SCOTTYASLOW@ROCKETMAIL.COM
Contact Country: US
County Name: PALM BEACH
EPA Region: 04

Land Type: Private
Receive Date: 20190417
Location Latitude: 26.617819
Location Longitude: -80.09498

Violation/Evaluation Summary

Note: VIOLATION or UNDETERMINED: There are VIOLATION or UNDETERMINED details or records associated with this facility (EPA ID) in the Compliance Monitoring and Enforcement table dated Apr, 2024.

Violation Details

Found Violation: Yes
Citation: 279.22(c)(1), 62-710.401(6)
Violation Short Description: Used Oil - Generators
Violation Type: 279.C
Violation Determined Date: 20190417
Scheduled Compliance Date:
Return to Compliance: Unverifiable
Actual Return to Compl: 20190617
Violation Responsible Agency: State

Violation Details

Found Violation: Yes
Citation: 62-730.030(2)
Violation Short Description: State Statute or Regulation
Violation Type: XXS
Violation Determined Date: 20190417
Scheduled Compliance Date:
Return to Compliance: Unverifiable
Actual Return to Compl: 20190530
Violation Responsible Agency: State

Evaluation Details

Evaluation Start Date: 20190417
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION
Violation Short Description: Used Oil - Generators
Return to Compliance Date: 20190617
Evaluation Agency: State

Evaluation Start Date: 20190417
Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION
Violation Short Description: State Statute or Regulation
Return to Compliance Date: 20190530
Evaluation Agency: State

Handler Summary

Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No
Transfer Facility: No
Onsite Burner Exemption: No
Furnace Exemption: No
Underground Injection Activity: No
Commercial TSD: No
Used Oil Transporter: No
Used Oil Transfer Facility: No
Used Oil Processor: No
Used Oil Refiner: No
Used Oil Burner: No

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Used Oil Market Burner: No
Used Oil Spec Marketer: No

Hazardous Waste Handler Details

Sequence No: 201904
Receive Date: 20190417
Handler Name: 5 STAR TRANSMISSION PARTS
Federal Waste Generator Code: 3
Generator Code Description: Very Small Quantity Generator
Source Type: Implementer

Waste Code Details

Hazardous Waste Code: D001
Waste Code Description: IGNITABLE WASTE

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7 | ***1 of3*** | ***ESE*** | ***0.34 / 1,778.81*** | ***11.95 / 0*** | ***STORE 66***
3138 LAKE WORTH RD
LAKE WORTH FL 33461-3634 | ***LST***

Facility ID:	8837409	***Score:***	50
Facility Status:	CLOSED	***Score Effctve Date:***	11/04/1997
Facility Type:	A - Retail Station	***Score when Ranked:***	50
Feature:		***Facility Name:***	STORE 66
Method:	AGPS	***Address1:***	3138 LAKE WORTH RD
Rank:	3221	***Address2:***	
Operator:	HERNANDEZ GILBERTO	***City:***	LAKE WORTH
Phone:	(305)963-1521	***State:***	FL
Name Changed:		***Zip5:***	33461
Address Changed:		***Zip4:***	3634
Prim Related Party:	19884	***District:***	SED
Primary RP Role:	ACCOUNT OWNER	***County:***	PALM BEACH
RP Begin Date:	01/11/1988	***County No:***	50
RP Name:	SIMPSON, MARY	***Datum:***	0
RP Address1:	1902 NOTRE DAME DR	***Lat DD:***	26
RP Address2:		***Lat MM:***	37
RP City:	LAKE WORTH	***Lat SS:***	2.27
RP State:	FL	***Long DD:***	80
RP Zip5:	33460	***Long MM:***	5
RP Zip4:	6349	***Long SS:***	29.25
Contact:	MARY SIMPSON	***Section:***	030
RP Phone:	(305)586-2197	***Township:***	44S
RP Phone Ext.:		***Range:***	43E
RP Bad Addr Ind:	No		

Facility ID (Map):	8837409
Facility Type (Map):	Retail Station
Facility Status (Map):	CLOSED
Facility Name (Map):	STORE 66
Address (Map):	3138 LAKE WORTH RD
City (Map):	LAKE WORTH
Zip5 (Map):	33461
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	AGPS
Collector (Map):	WILLE_P
Collection Date (Map):	12/1/2001
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8837409/facility!search

Oculus Docs Inventory: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8837409&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8837409
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8837409/facility!search
Source: DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date: 12/23/1988
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date: 02/12/2007
Eligibility Indicator: E - ELIGIBLE
Site Manager: COOK_JM
Site Manager End Date: 02/12/2007
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells: 0
Contaminated Mntring Wells: YES
Contaminated Soil: YES
Contaminated Surface Water: NO
Contaminated Ground Water: YES
Pollutant: A - Leaded Gas
Other Description:
Gallons Discharged:

Contaminated Media

Contaminated Drinking Wells: 0
Contaminated Mntring Wells: YES
Contaminated Soil: YES
Contaminated Surface Water: NO
Contaminated Ground Water: YES
Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged:

Contaminated Media

Contaminated Drinking Wells: 0
Contaminated Mntring Wells: YES
Contaminated Soil: YES
Contaminated Surface Water: NO
Contaminated Ground Water: YES
Pollutant: D - Vehicular Diesel
Other Description:
Gallons Discharged:

Petroleum Cleanup Program Eligibility

Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: ELIGIBLE

Task Info

SA Task ID: 38346
SA Cleanup Resp: RP - RESPONSIBLE PARTY
SA Actual Cost:
SA Complete Date: 11-01-1994
SA Payment Date:
SR Soil Treatment:
SR Other Treatment: 3,200 GAL OF FP
SR Alt Proc Rec:
RAP Task ID: 38347
RAP Clean Resp ID: RP - RESPONSIBLE PARTY

SR Task ID:	38345	**RAP Actual Cost:**	
SR Cleanup Resp:	RP - RESPONSIBLE PARTY	**RAP Complete Date:**	01-12-1996
SR Actual Cost:	$110,014.62	**RAP Payment Date:**	
SR Complete Date:	05-07-1991	**RAP Last Ord Appr:**	1/12/1996
SR Payment Date:	03-09-1993	**RA Task ID:**	38348
SR Oral Date:	04-29-1991	**RA Cleanup Resp:**	RP - RESPONSIBLE PARTY
SR Written Date:	10-15-1991	**RA Yrs to Complete:**	1
SR Soil Removal:	Yes	**RA Actual Cost:**	
SR Free Prod Rmvl:	Yes	**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:	700		

SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: SCR - PRIORITY SCORE ORDER
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 6/14/2006
SRC Review Date: 01-09-2007
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 01-11-2007
SRC Issue Date: 02-12-2007
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 01/22/1990
Cleanup Required: C - COMBINED CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date: 02/12/2007
Eligibility Indicator: E - ELIGIBLE
Site Manager: COOK_JM
Site Manager End Date: 02/12/2007
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells:
Contaminated Soil:
Contaminated Surface Water:
Contaminated Ground Water:
Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged:

Petroleum Cleanup Program Eligibility

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM
Eligibility Status: ELIGIBLE

Task Info

SA Task ID:		**SR Soil Treatment:**	
SA Cleanup Resp:	-	**SR Other Treatment:**	
SA Actual Cost:		**SR Alt Proc Rec:**	
SA Complete Date:		**RAP Task ID:**	
SA Payment Date:		**RAP Clean Resp ID:**	-
SR Task ID:		**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	80376

SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	6/14/2006
SRC Review Date:	01-09-2007
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	01-11-2007
SRC Issue Date:	02-12-2007
SRC Comments:	

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$212,126.90
LPSPASM:	$0.00
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$8,658.78
All Wo Ta Co Pos Encumbered:	$281,548.06
Wo Ta Co Pos Exclu from Cap:	$0.00
Ttl Amnt Encumbered to Date:	$502,333.74
Ttl Amnt Encumbered Towar:	$502,333.74

Petroleum Cleanup PCT Facility Score

Related Party ID:	19884
RP Contact:	MARY SIMPSON
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N

Discharge Info (Map)

Discharge:	16267	**Eligibility:**	ELIGIBLE
Discharge 1:	22-Jan-1990	**Eligibility 1:**	PLIRP
Discharge 2:	50	**Report Pha:**	COMPLETED
Discharge 3:	SRCR	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	12-Feb-2007
Disch Clea:	12-Feb-2007	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	16268	**Eligibility:**	ELIGIBLE
Discharge 1:	23-Dec-1988	**Eligibility 1:**	EDI
Discharge 2:	50	**Report Pha:**	COMPLETED
Discharge 3:	SRCR	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	12-Feb-2007
Disch Clea:	12-Feb-2007	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

AST UST Discharges

Dep Co:	P	**Long MM:**	5
CU Req:	R	**Long SS:**	28

Score:	00050	**Stat Desc:**	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	**Fac Name:**	STORE 66
Discharge Date:	23-DEC-88	**Fac Type:**	A
Score Date:	06-JAN-1998	**Type Desc:**	Retail Station
Stat Date:	12-FEB-2007	**Fac Addr:**	3138 LAKE WORTH RD
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	CLOSED
Long DD:	80	**Fac Phone:**	3059631521
Prg Desc:	EARLY DETECTION INCENTIVE		

AST UST Discharges

Dep Co:	P	**Long MM:**	5
CU Req:	C	**Long SS:**	28
Score:	00050	**Stat Desc:**	SRCR COMPLETE
Descrip:	COMBINED CLEANUP REQUIRED	**Fac Name:**	STORE 66
Discharge Date:	22-JAN-90	**Fac Type:**	A
Score Date:	06-JAN-1998	**Type Desc:**	Retail Station
Stat Date:	12-FEB-2007	**Fac Addr:**	3138 LAKE WORTH RD
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	CLOSED
Long DD:	80	**Fac Phone:**	3059631521
Prg Desc:	PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM		

Eligible Discharges

Program:	EDI
Current Status:	CLOSED
Discharge Date:	12/23/1988
Score:	50
Facility:	STORE 66
Address:	3138 LAKE WORTH RD
City:	LAKE WORTH
Zip:	33461
County:	PALM BEACH
Owner:	SIMPSON, MARY
Owner Address:	1902 NOTRE DAME DR
Owner City:	LAKE WORTH
Owner State:	FL
Owner Zip:	33460
Owner Phone:	(305)586-2197
Owner Email:	

Eligible Discharges

Program:	PLIRP
Current Status:	CLOSED
Discharge Date:	01/22/1990
Score:	50
Facility:	STORE 66
Address:	3138 LAKE WORTH RD
City:	LAKE WORTH
Zip:	33461
County:	PALM BEACH
Owner:	SIMPSON, MARY
Owner Address:	1902 NOTRE DAME DR
Owner City:	LAKE WORTH
Owner State:	FL
Owner Zip:	33460
Owner Phone:	(305)586-2197
Owner Email:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
7	2 of3	ESE	0.34 / 1,778.81	11.95 / 0	STORE 66 3138 LAKE WORTH RD LAKE WORTH FL 33461	STCS

Facility ID:	8837409	**Clnup Cd (OD):**	CMPL
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Closed	**Clnup Dt (OD):**	2007/05/31
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Facility 1:	Retail Station	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	STORE 66		
Address (OD):	3138 LAKE WORTH RD		
City (OD):	LAKE WORTH		
County (OD):	PALM BEACH		
Zip5 (OD):	33461		
Name (Map):	STORE 66		
Address (Map):	3138 LAKE WORTH RD		
City (Map):	LAKE WORTH		
County (Map):	50		
Zip4 (Map):	3634		
Zip5 (Map):	33461		
Address Line 1:	3138 Lake Worth Rd		
Address Line 2:			
City:	Lake Worth		
County:	PALM BEACH		
State:	FL		
Zip:	33461- 3634		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	26123	**Map Src:**	2001 DOQS
X:	-80.0914583333349	**Map Scale:**	2500
Y:	26.6172972222251	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	AGPS	**El Resolut:**	
Col Name:	WILLE_P	**El Units:**	
Col Date:	01-Dec-2001	**ALB East:**	788435.8200000001
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296419.54
Ver Meth:	DPHO	**Loc ID:**	27879
Ver Name:	WILLE_P	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	01-Dec-2001	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	EXACT	**Long MM:**	5
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8837409/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	27879	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	3059631521	**El Units:**	
Operator:	HERNANDEZ GILBERTO	**Map Src:**	2001 DOQS
Next action:		**Map Scale:**	2500
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788435.8200000001

OOIC:	FACILITY	**Alb North:**	296419.54
Col Meth:	AGPS	**Datum:**	HARN
Col Name:	WILLE_P	**Elevation:**	
Col Date:	12/1/2001	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLE_P	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	12/1/2001	**Long SS:**	
Object ID:	27879		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8837409/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Store 66 3138 Lake Worth Rd Lake Worth, FL 33461- 3634
LL Method:	AGPS - Autonomous GPS
Account Owner:	Simpson, Mary
Contact:	Hernandez Gilberto
Phone:	305-963-1521
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:02.2700
Longitude:	80:05:29.2500

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	2
Size:	4000
Content:	Unleaded Gas
Installed:	07/01/1970
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	4
Size:	4000
Content:	Leaded Gas
Installed:	07/01/1970
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	6
Size:	888
Content:	Unknown/Not Reported
Installed:	
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 4000
Content: Leaded Gas
Installed: 07/01/1970
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 4000
Content: Unleaded Gas
Installed: 07/01/1970
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 4000
Content: Leaded Gas
Installed: 07/01/1970
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

7	3 of3	ESE	0.34 / 1,778.81	11.95 / 0	STORE 66 3138 LAKE WORTH RD LAKE WORTH FL 33461	DWM CONTAM

Facility ID: 8837409
Site ID: 8837409
Program Area:
Facility Type:
Fac Type:
County ID: 50
Ftc1 Fac Type ID: A
Stcm Facility Type: A
District: SED
Site Status:
Section: 30
Township: 44S
County: Palm Beach
Range: 43E
Rank:
Operator:
Name Changed:
Addr Changed:
Facility Name: STORE 66
Description: Retail Station

Contact:
Phone:
Method:
Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:
RP Zip4:
RP Phone:
RP Extension:
RP Bad Addr Ind:
RP Name:

Program Details

Facility Status:
Staff Assigned:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Offsite Contam:		**Priority:**	
Priority Score:	50	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	12/23/1988	**Lat MM:**	37
Discharge Eligibil:	E	**Lat SS:**	3
Eligibility Progrm:	EDI	**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	28
Closure Date:	2/12/2007		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	50	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	1/22/1990	**Lat MM:**	37
Discharge Eligibil:	E	**Lat SS:**	3
Eligibility Progrm:	PLIRP	**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	28
Closure Date:	2/12/2007		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
8	1 of1	E	0.35 / 1,861.49	11.96 / 0	BILL BARBERS DRY CLEANERS 3085 2ND AVE N LAKE WORTH FL 33461	STCS

Facility ID:	9500466	**Clnup Cd (OD):**	
Type:	3 - Dry Drop-Off	**Fac Clnup Stat (OD):**	
Status:	Closed	**Clnup Dt (OD):**	
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	3	**Fac Type (Map):**	Dry drop-off
Facility 1:	Dry drop-off	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	BILL BARBERS DRY CLEANERS		
Address (OD):	3085 2ND AVE N		
City (OD):	LAKE WORTH		
County (OD):	PALM BEACH		
Zip5 (OD):	33461		
Name (Map):	BILL BARBERS DRY CLEANERS		
Address (Map):	3085 2ND AVE N		
City (Map):	LAKE WORTH		
County (Map):	50		
Zip4 (Map):	3615		
Zip5 (Map):	33461		
Address Line 1:	3085 2nd Ave N		
Address Line 2:			
City:	Lake Worth		
County:	PALM BEACH		
State:	FL		
Zip:	33461- 3615		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	46881	**Map Src:**	1999 doqs

X:	-80.0901601388906	***Map Scale:***	3336
Y:	26.6195359444477	***Elevation:***	
Regulated:	NO	***El Datum:***	
Col Meth:	DPHO	***El Resolut:***	
Col Name:	THORNTON_A	***El Units:***	
Col Date:	02-May-2005	***ALB East:***	788557.11
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***ALB North:***	296671.82
Ver Meth:	DPHO	***Loc ID:***	46606
Ver Name:	THORNTON_A	***Lat DD:***	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Date:	02-May-2005	***Lat SS:***	
OOIC:	FACILITY	***Long DD:***	80
Rel Feat:	APPRX	***Long MM:***	5
Datum:	HARN	***Long SS:***	
Coord Acc:	4		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9500466/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	46606	***Rel Feat:***	APPRX
Site Type:	Dry drop-off	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	5619672495	***El Units:***	
Operator:	TIM ROWE	***Map Src:***	1999 doqs
Next action:	INVOICE 29-MAY-1999	***Map Scale:***	3336
Fin Respon:		***Coord Acc:***	4
Office:	SED	***Alb East:***	788557.11
OOIC:	FACILITY	***Alb North:***	296671.82
Col Meth:	DPHO	***Datum:***	HARN
Col Name:	THORNTON_A	***Elevation:***	
Col Date:	5/2/2005	***Lat DD:***	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	THORNTON_A	***Long DD:***	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	5
Ver Date:	5/2/2005	***Long SS:***	
Object ID:	46606		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9500466/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Bill Barbers Dry Cleaners 3085 2nd Ave N Lake Worth, FL 33461- 3615
LL Method:	DPHO
Account Owner:	Fenray Cleaners
Contact:	Tim Rowe
Phone:	561-967-2495
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:10.3294
Longitude:	80:05:24.5765

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	
Content:	Tetrachloroethylene
Installed:	
Placement:	ABOVE
Status:	Removed from Site

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
Construction:						
Piping:						
Monitoring:						

9	1 of1	ESE	0.35 / 1,863.73	12.95 / 1	MANNO UNIFORMS & POLICE EQUIP 3115 LAKE WORTH RD LAKE WORTH FL 33416	STCS

Facility ID:	9502994	**Clnup Cd (OD):**	
Type:	4 - Uniform-Linen Service	**Fac Clnup Stat (OD):**	
Status:	Closed	**Clnup Dt (OD):**	
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	4	**Fac Type (Map):**	Uniform-Linen service
Facility 1:	Uniform-Linen service	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	MANNO UNIFORMS & POLICE EQUIP		
Address (OD):	3115 LAKE WORTH RD		
City (OD):	LAKE WORTH		
County (OD):	PALM BEACH		
Zip5 (OD):	33416		
Name (Map):	MANNO UNIFORMS & POLICE EQUIP		
Address (Map):	3115 LAKE WORTH RD		
City (Map):	LAKE WORTH		
County (Map):	50		
Zip4 (Map):	0		
Zip5 (Map):	33416		
Address Line 1:	3115 Lake Worth Rd		
Address Line 2:			
City:	Lake Worth		
County:	PALM BEACH		
State:	FL		
Zip:	33416		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	48337	**Map Src:**	1999 doqs
X:	-80.0904795833349	**Map Scale:**	2490
Y:	26.6173369166695	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	THORNTON_A	**El Units:**	
Col Date:	04-May-2005	**ALB East:**	788533.48
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296427.42
Ver Meth:	DPHO	**Loc ID:**	49141
Ver Name:	THORNTON_A	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	04-May-2005	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	APPRX	**Long MM:**	5
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9502994/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	49141	**Rel Feat:**	APPRX
Site Type:	Uniform-Linen service	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	4074394067	**El Units:**	

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Operator:	G SELF	**Map Src:**	1999 doqs
Next action:		**Map Scale:**	2490
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788533.48
OOIC:	FACILITY	**Alb North:**	296427.42
Col Meth:	DPHO	**Datum:**	HARN
Col Name:	THORNTON_A	**Elevation:**	
Col Date:	5/4/2005	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	THORNTON_A	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	5/4/2005	**Long SS:**	
Object ID:	49141		
Col Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9502994/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Manno Uniforms & Police Equip 3115 Lake Worth Rd Lake Worth, FL 33416
LL Method:	DPHO
Account Owner:	Manno Uniforms & Police Equip
Contact:	G Self
Phone:	407-439-4067
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:02.4129
Longitude:	80:05:25.7265

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
10	1 of3	ESE	0.43 / 2,247.07	12.35 / 0	3965 SOUTH CONGRESS INC 3965 S CONGRESS AVE LAKE WORTH FL 33461-4107	LST

Facility ID:	8514187	**Score:**	50
Facility Status:	OPEN	**Score Effctve Date:**	07/30/2007
Facility Type:	A - Retail Station	**Score when Ranked:**	50
Feature:		**Facility Name:**	3965 SOUTH CONGRESS INC
Method:	AGPS	**Address1:**	3965 S CONGRESS AVE
Rank:	3221	**Address2:**	
Operator:	AHMAD SHEHDEH	**City:**	LAKE WORTH
Phone:	(561)722-0847	**State:**	FL
Name Changed:	08/01/2023	**Zip5:**	33461
Address Changed:	05/13/2020	**Zip4:**	4107
Prim Related Party:	84389	**District:**	SED
Primary RP Role:	ACCOUNT OWNER	**County:**	PALM BEACH
RP Begin Date:	08/01/2023	**County No:**	50
RP Name:	3965 SOUTH CONGRESS INC	**Datum:**	0
RP Address1:	1835 S SR 7	**Lat DD:**	26
RP Address2:		**Lat MM:**	37
RP City:	NORTH LAUDERDALE	**Lat SS:**	4.2319
RP State:	FL	**Long DD:**	80
RP Zip5:	33068	**Long MM:**	5
RP Zip4:		**Long SS:**	21.9621
Contact:	AHMAD SHEHDEH	**Section:**	050
RP Phone:	(561)722-0847	**Township:**	44S
RP Phone Ext.:		**Range:**	43E
RP Bad Addr Ind:	No		
Facility ID (Map):	8514187		
Facility Type (Map):	Retail Station		
Facility Status (Map):	OPEN		
Facility Name (Map):	3965 SOUTH CONGRESS INC		
Address (Map):	3965 S CONGRESS AVE		
City (Map):	LAKE WORTH		
Zip5 (Map):	33461		

County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	NAD83
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	DPHO
Collector (Map):	WILLIAMS_CA
Collection Date (Map):	2/14/2024
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514187/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8514187&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8514187
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514187/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	12/12/1988
Cleanup Required:	C - COMBINED CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	09/17/2007
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	GIBSON_D
Site Manager End Date:	09/17/2007
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	
Pollutant:	B - Unleaded Gas
Other Description:	
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program:	E - EARLY DETECTION INCENTIVE
Eligibility Status:	ELIGIBLE

Task Info

SA Task ID:	39762	***SR Soil Treatment:***	
SA Cleanup Resp:	RP - RESPONSIBLE PARTY	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:		***RAP Task ID:***	74563
SA Payment Date:		***RAP Clean Resp ID:***	-
SR Task ID:	39761	***RAP Actual Cost:***	
SR Cleanup Resp:	RP - RESPONSIBLE PARTY	***RAP Complete Date:***	
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:	05-13-1991	***RAP Last Ord Appr:***	
SR Payment Date:		***RA Task ID:***	61274
SR Oral Date:		***RA Cleanup Resp:***	-
SR Written Date:	04-13-1991	***RA Yrs to Complete:***	0
SR Soil Removal:	Yes	***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP50 - Palm Beach County
SR Soil Ton Remove:	1554		

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	2/7/2007
SRC Review Date:	08-06-2007
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	08-06-2007
SRC Issue Date:	09-17-2007
SRC Comments:	

Discharge Cleanup Summary

Discharge Date:	12/03/1986
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	09/17/2007
Eligibility Indicator:	I - INELIGIBLE
Site Manager:	GIBSON_D
Site Manager End Date:	09/17/2007
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	0
Contaminated Mntring Wells:	YES
Contaminated Soil:	YES
Contaminated Surface Water:	NO
Contaminated Ground Water:	YES
Pollutant:	B - Unleaded Gas
Other Description:	
Gallons Discharged:	700

Petroleum Cleanup Program Eligibility

Cleanup Program:	C - PETROLEUM CLEANUP PARTICIPATION PROGRAM
Eligibility Status:	NOT ELIGIBLE

Task Info

SA Task ID:	39763	***SR Soil Treatment:***	
SA Cleanup Resp:	RP - RESPONSIBLE PARTY	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:	05-16-1991	***RAP Task ID:***	39764
SA Payment Date:		***RAP Clean Resp ID:***	RP - RESPONSIBLE PARTY
SR Task ID:		***RAP Actual Cost:***	
SR Cleanup Resp:	-	***RAP Complete Date:***	06-30-1994
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:		***RAP Last Ord Appr:***	6/30/1994
SR Payment Date:		***RA Task ID:***	39765
SR Oral Date:		***RA Cleanup Resp:***	RP - RESPONSIBLE PARTY
SR Written Date:		***RA Yrs to Complete:***	0
SR Soil Removal:		***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	

SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 2/7/2007
SRC Review Date: 08-06-2007
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 08-06-2007
SRC Issue Date: 09-17-2007
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 02/04/2000
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Discharge Cleanup Stat Date: 08/07/2007
Eligibility Indicator: I - INELIGIBLE
Site Manager: GIBSON_D
Site Manager End Date: 09/17/2007
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells: YES
Contaminated Soil:
Contaminated Surface Water:
Contaminated Ground Water: YES
Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged:

Task Info

SA Task ID: 66944
SA Cleanup Resp: -
SA Actual Cost:
SA Complete Date:
SA Payment Date:
SR Task ID:
SR Cleanup Resp: -
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal:
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: -
SRC Submit Date:
SRC Review Date:
SRC Complete Status: -
SRC Comp Status Dt:
SRC Issue Date:
SRC Comments:

SR Soil Treatment:
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID:
RAP Clean Resp ID: -
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID: 81455
RA Cleanup Resp: -
RA Yrs to Complete: 0
RA Actual Cost:
Tank Office: PCLP50 - Palm Beach County

Discharge Cleanup Summary

Discharge Date: 10/25/2004
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Discharge Cleanup Stat Date: 08/06/2007
Eligibility Indicator: I - INELIGIBLE
Site Manager:
Site Manager End Date:
Tank Office: -

Task Info

SA Task ID:
SA Cleanup Resp: -
SA Actual Cost:
SA Complete Date:
SA Payment Date:
SR Task ID:
SR Cleanup Resp: -
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal:
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Soil Treatment:
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID:
RAP Clean Resp ID: -
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID:
RA Cleanup Resp: -
RA Yrs to Complete:
RA Actual Cost:
Tank Office: -
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: -
SRC Submit Date:
SRC Review Date:
SRC Complete Status: -
SRC Comp Status Dt:
SRC Issue Date:
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 11/09/1990
Cleanup Required: C - COMBINED CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date: 09/17/2007
Eligibility Indicator: I - INELIGIBLE
Site Manager: GIBSON_D
Site Manager End Date: 09/17/2007
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells:
Contaminated Soil:
Contaminated Surface Water:
Contaminated Ground Water:
Pollutant: D - Vehicular Diesel
Other Description:
Gallons Discharged:

Petroleum Cleanup Program Eligibility

Cleanup Program:	O - OTHER
Eligibility Status:	NOT ELIGIBLE

Task Info

SA Task ID:		***SR Soil Treatment:***	
SA Cleanup Resp:	-	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:		***RAP Task ID:***	
SA Payment Date:		***RAP Clean Resp ID:***	-
SR Task ID:	39760	***RAP Actual Cost:***	
SR Cleanup Resp:	RP - RESPONSIBLE PARTY	***RAP Complete Date:***	
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:		***RAP Last Ord Appr:***	
SR Payment Date:		***RA Task ID:***	61275
SR Oral Date:		***RA Cleanup Resp:***	-
SR Written Date:	06-05-1991	***RA Yrs to Complete:***	0
SR Soil Removal:	Yes	***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	2/7/2007
SRC Review Date:	08-06-2007
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	08-06-2007
SRC Issue Date:	09-17-2007
SRC Comments:	

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$74,539.25
LPSPASM:	$0.00
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$0.00
All Wo Ta Co Pos Encumbered:	$304,200.37
Wo Ta Co Pos Exclu from Cap:	$0.00
Ttl Amnt Encumbered to Date:	$378,739.62
Ttl Amnt Encumbered Towar:	$378,739.62

Petroleum Cleanup PCT Facility Score

Related Party ID:	84389
RP Contact:	AHMAD SHEHDEH
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N

Discharge Info (Map)

Discharge:	16768	***Eligibility:***	INELIGIBLE
Discharge 1:	09-Nov-1990	***Eligibility 1:***	
Discharge 2:	50	***Report Pha:***	COMPLETED
Discharge 3:	SRCR	***Report Sub:***	COMPLETED
General Cl:	CLOSURE	***Report S 1:***	17-Sep-2007

Disch Clea:	17-Sep-2007	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	55554	**Eligibility:**	INELIGIBLE
Discharge 1:	25-Oct-2004	**Eligibility 1:**	
Discharge 2:	50	**Report Pha:**	COMPLETED
Discharge 3:	NREQ	**Report Sub:**	COMPLETED
General Cl:	NO CLEANUP REQUIRED	**Report S 1:**	06-Aug-2007
Disch Clea:	06-Aug-2007	**Staff Assi:**	
Tank Offic:			

Discharge Info (Map)

Discharge:	16770	**Eligibility:**	INELIGIBLE
Discharge 1:	03-Dec-1986	**Eligibility 1:**	
Discharge 2:	50	**Report Pha:**	COMPLETED
Discharge 3:	SRCR	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	17-Sep-2007
Disch Clea:	17-Sep-2007	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	16769	**Eligibility:**	ELIGIBLE
Discharge 1:	12-Dec-1988	**Eligibility 1:**	EDI
Discharge 2:	50	**Report Pha:**	COMPLETED
Discharge 3:	SRCR	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	17-Sep-2007
Disch Clea:	17-Sep-2007	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	52085	**Eligibility:**	INELIGIBLE
Discharge 1:	04-Feb-2000	**Eligibility 1:**	
Discharge 2:	50	**Report Pha:**	COMPLETED
Discharge 3:	NREQ	**Report Sub:**	COMPLETED
General Cl:	NO CLEANUP REQUIRED	**Report S 1:**	07-Aug-2007
Disch Clea:	07-Aug-2007	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

AST UST Discharges

Dep Co:	C	**Long MM:**	5
CU Req:	C	**Long SS:**	21
Score:	00050	**Stat Desc:**	SRCR COMPLETE
Descrip:	COMBINED CLEANUP REQUIRED	**Fac Name:**	3965 SOUTH CONGRESS INC
Discharge Date:	09-NOV-90	**Fac Type:**	A
Score Date:	30-JUL-2007	**Type Desc:**	Retail Station
Stat Date:	17-SEP-2007	**Fac Addr:**	3965 S CONGRESS AVE
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	5617220847
Prg Desc:			

AST UST Discharges

Dep Co:	C	**Long MM:**	5

CU Req:	N	**Long SS:**	21
Score:	00050	**Stat Desc:**	CLEANUP NOT REQUIRED
Descrip:	NO CLEANUP REQUIRED	**Fac Name:**	3965 SOUTH CONGRESS INC
Discharge Date:	25-OCT-04	**Fac Type:**	A
Score Date:	30-JUL-2007	**Type Desc:**	Retail Station
Stat Date:	06-AUG-2007	**Fac Addr:**	3965 S CONGRESS AVE
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	5617220847
Prg Desc:			

AST UST Discharges

Dep Co:	C	**Long MM:**	5
CU Req:	R	**Long SS:**	21
Score:	00050	**Stat Desc:**	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	**Fac Name:**	3965 SOUTH CONGRESS INC
Discharge Date:	03-DEC-86	**Fac Type:**	A
Score Date:	30-JUL-2007	**Type Desc:**	Retail Station
Stat Date:	17-SEP-2007	**Fac Addr:**	3965 S CONGRESS AVE
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	5617220847
Prg Desc:			

AST UST Discharges

Dep Co:	C	**Long MM:**	5
CU Req:	N	**Long SS:**	21
Score:	00050	**Stat Desc:**	CLEANUP NOT REQUIRED
Descrip:	NO CLEANUP REQUIRED	**Fac Name:**	3965 SOUTH CONGRESS INC
Discharge Date:	04-FEB-00	**Fac Type:**	A
Score Date:	30-JUL-2007	**Type Desc:**	Retail Station
Stat Date:	07-AUG-2007	**Fac Addr:**	3965 S CONGRESS AVE
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	5617220847
Prg Desc:			

AST UST Discharges

Dep Co:	C	**Long MM:**	5
CU Req:	C	**Long SS:**	21
Score:	00050	**Stat Desc:**	SRCR COMPLETE
Descrip:	COMBINED CLEANUP REQUIRED	**Fac Name:**	3965 SOUTH CONGRESS INC
Discharge Date:	12-DEC-88	**Fac Type:**	A
Score Date:	30-JUL-2007	**Type Desc:**	Retail Station
Stat Date:	17-SEP-2007	**Fac Addr:**	3965 S CONGRESS AVE
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	3	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	5617220847
Prg Desc:	EARLY DETECTION INCENTIVE		

Eligible Discharges

Program: EDI

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Current Status:	CLOSED
Discharge Date:	12/12/1988
Score:	50
Facility:	3965 SOUTH CONGRESS INC
Address:	3965 S CONGRESS AVE
City:	LAKE WORTH
Zip:	33461
County:	PALM BEACH
Owner:	3965 SOUTH CONGRESS INC
Owner Address:	1835 S SR 7
Owner City:	NORTH LAUDERDALE
Owner State:	FL
Owner Zip:	33068
Owner Phone:	(561)722-0847
Owner Email:	AHMAD@EXPREZO.COM

Ineligible Discharges

Discharge Date:	12/03/1986
Score:	50
Current Status:	CLOSED
Facility:	3965 SOUTH CONGRESS INC
Address:	3965 S CONGRESS AVE
City:	LAKE WORTH
Zip:	33461
County:	PALM BEACH
Owner:	3965 SOUTH CONGRESS INC
Owner Address:	1835 S SR 7
Ownercity:	NORTH LAUDERDALE
Owner State:	FL
Owner Zip:	33068
Owner Phone:	(561)722-0847
Owner Email:	AHMAD@EXPREZO.COM

Ineligible Discharges

Discharge Date:	11/09/1990
Score:	50
Current Status:	CLOSED
Facility:	3965 SOUTH CONGRESS INC
Address:	3965 S CONGRESS AVE
City:	LAKE WORTH
Zip:	33461
County:	PALM BEACH
Owner:	3965 SOUTH CONGRESS INC
Owner Address:	1835 S SR 7
Ownercity:	NORTH LAUDERDALE
Owner State:	FL
Owner Zip:	33068
Owner Phone:	(561)722-0847
Owner Email:	AHMAD@EXPREZO.COM

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
10	2 of3	ESE	0.43 / 2,247.07	12.35 / 0	3965 SOUTH CONGRESS INC 3965 S CONGRESS AVE LAKE WORTH FL 33461	STCS

Facility ID:	8514187	**Clnup Cd (OD):**	CMPL
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Open	**Clnup Dt (OD):**	2009/04/27
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	OPEN	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Facility 1:	Retail Station	**Fac Stat (Map):**	OPEN
Fac Name (OD):	3965 SOUTH CONGRESS INC		
Address (OD):	3965 S CONGRESS AVE		
City (OD):	LAKE WORTH		

County (OD):	PALM BEACH
Zip5 (OD):	33461
Name (Map):	3965 SOUTH CONGRESS INC
Address (Map):	3965 S CONGRESS AVE
City (Map):	LAKE WORTH
County (Map):	50
Zip4 (Map):	4107
Zip5 (Map):	33461
Address Line 1:	3965 S Congress Ave
Address Line 2:	
City:	Lake Worth
County:	PALM BEACH
State:	FL
Zip:	33461- 4107
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	5397	***Map Src:***	imagerywithroads
X:	-80.0894339166687	***Map Scale:***	564
Y:	26.6178421944478	***Elevation:***	
Regulated:	YES	***El Datum:***	
Col Meth:	DPHO	***El Resolut:***	
Col Name:	WILLIAMS_CA	***El Units:***	
Col Date:	14-Feb-2024	***ALB East:***	788635.11
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***ALB North:***	296486.36
Ver Meth:	DPHO	***Loc ID:***	43629
Ver Name:	WILLIAMS_CA	***Lat DD:***	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Date:	14-Feb-2024	***Lat SS:***	
OOIC:	FACILITY	***Long DD:***	80
Rel Feat:	EXACT	***Long MM:***	5
Datum:	NAD83	***Long SS:***	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514187/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	43629	***Rel Feat:***	EXACT
Site Type:	Retail Station	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	5617220847	***El Units:***	
Operator:	AHMAD SHEHDEH	***Map Src:***	imagerywithroads
Next action:	PLACARD 21-JUN-2024	***Map Scale:***	564
Fin Respon:		***Coord Acc:***	4
Office:	SED	***Alb East:***	788635.11
OOIC:	FACILITY	***Alb North:***	296486.36
Col Meth:	DPHO	***Datum:***	NAD83
Col Name:	WILLIAMS_CA	***Elevation:***	
Col Date:	2/14/2024	***Lat DD:***	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	WILLIAMS_CA	***Long DD:***	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	5
Ver Date:	2/14/2024	***Long SS:***	
Object ID:	43629		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514187/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	3965 South Congress Inc 3965 S Congress Ave Lake Worth, FL 33461- 4107
LL Method:	DPHO - Autonomous GPS
Account Owner:	3965 South Congress Inc
Contact:	Ahmad Shehdeh
Phone:	561-722-0847
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:04.2319
Longitude:	80:05:21.9621

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	9
Size:	10000
Content:	Unleaded Gas
Installed:	11/01/2001
Placement:	UNDER
Status:	In Service
Construction:	E - Fiberglass I - Double Wall M - Spill Containment Bucket N - Flow Shut-Off O - Tight Fill P - Level Gauges/Alarms
Piping:	C - Fiberglass F - Double Wall J - Pressurized Piping System K - Dispenser Liners
Monitoring:	3 - Electronic Monitor Pipe Sumps 5 - Electronic Monitor Dispenser Liners F - Monitor Dbl Wall Tank Space K - Monitor Dbl Wall Pipe Space

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	10
Size:	10000
Content:	Unleaded Gas
Installed:	11/01/2001
Placement:	UNDER
Status:	In Service
Construction:	E - Fiberglass I - Double Wall M - Spill Containment Bucket N - Flow Shut-Off O - Tight Fill P - Level Gauges/Alarms
Piping:	C - Fiberglass F - Double Wall J - Pressurized Piping System K - Dispenser Liners
Monitoring:	3 - Electronic Monitor Pipe Sumps 5 - Electronic Monitor Dispenser Liners F - Monitor Dbl Wall Tank Space K - Monitor Dbl Wall Pipe Space

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	4
Size:	10000
Content:	Vehicular Diesel
Installed:	04/01/1970
Placement:	UNDER

Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 10000
Content: Unleaded Gas
Installed: 04/01/1991
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 12
Size: 10000
Content: Vehicular Diesel
Installed: 11/01/2001
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
K - Monitor Dbl Wall Pipe Space

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 8
Size: 10000
Content: Vehicular Diesel
Installed: 04/01/1991
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 7
Size: 10000
Content: Unleaded Gas
Installed: 04/01/1991
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 10000
Content: Unleaded Gas
Installed: 04/01/1970
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 6
Size: 10000
Content: Unleaded Gas
Installed: 04/01/1991
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 10000
Content: Unleaded Gas
Installed: 04/01/1970
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 11
Size: 10000
Content: Unleaded Gas
Installed: 11/01/2001
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
K - Monitor Dbl Wall Pipe Space

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 10000
Content: Leaded Gas

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Installed: 04/01/1970
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

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10 | ***3 of3*** | ***ESE*** | ***0.43 / 2,247.07*** | ***12.35 / 0*** | ***MARATHON-CORRIDOR #028***
3965 S CONGRESS AVE
LAKE WORTH FL 33461 | ***DWM CONTAM***

Facility ID:	8514187	***Contact:***	
Site ID:	8514187	***Phone:***	
Program Area:		***Method:***	
Facility Type:		***Datum:***	
Fac Type:		***Related Party ID:***	
County ID:	50	***Primary RP Role:***	
Ftc1 Fac Type ID:	A	***RP Begin Date:***	
Stcm Facility Type:	A	***RP Address1:***	
District:	SED	***RP Address2:***	
Site Status:		***RP City:***	
Section:	50	***RP State:***	
Township:	44S	***RP Zip5:***	
County:	Palm Beach	***RP Zip4:***	
Range:	43E	***RP Phone:***	
Rank:		***RP Extension:***	
Operator:		***RP Bad Addr Ind:***	
Name Changed:		***RP Name:***	
Addr Changed:			
Facility Name:	MARATHON-CORRIDOR #028		
Description:	Retail Station		

Program Details

Facility Status:		***Staff Assigned:***	
Offsite Contam:		***Priority:***	
Priority Score:	50	***Score Effective Dt:***	
Project Coordinato:		***Score When Ranked:***	
Program Eligible:		***District:***	
Ineligible:		***Datum:***	0
Program Area:	PETROLEUM	***Method:***	AGPS
Site Manager:		***Lat DD:***	26
Discharge Date:	2/4/2000	***Lat MM:***	37
Discharge Eligibil:	I	***Lat SS:***	3
Eligibility Progrm:		***Long DD:***	80
Cleanup Status:	CLOSED-STCM	***Long MM:***	5
Closure Type:	NREQ	***Long SS:***	21
Closure Date:	8/7/2007		

Program Details

Facility Status:		***Staff Assigned:***	
Offsite Contam:		***Priority:***	
Priority Score:	50	***Score Effective Dt:***	
Project Coordinato:		***Score When Ranked:***	
Program Eligible:		***District:***	
Ineligible:		***Datum:***	0
Program Area:	PETROLEUM	***Method:***	AGPS
Site Manager:		***Lat DD:***	26
Discharge Date:	12/12/1988	***Lat MM:***	37
Discharge Eligibil:	E	***Lat SS:***	3
Eligibility Progrm:	EDI	***Long DD:***	80
Cleanup Status:	CLOSED-STCM	***Long MM:***	5
Closure Type:	SRCR	***Long SS:***	21
Closure Date:	9/17/2007		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Program Details

Facility Status:		***Staff Assigned:***	
Offsite Contam:		***Priority:***	
Priority Score:	50	***Score Effective Dt:***	
Project Coordinato:		***Score When Ranked:***	
Program Eligible:		***District:***	
Ineligible:		***Datum:***	0
Program Area:	PETROLEUM	***Method:***	AGPS
Site Manager:		***Lat DD:***	26
Discharge Date:	10/25/2004	***Lat MM:***	37
Discharge Eligibil:	I	***Lat SS:***	3
Eligibility Progrm:		***Long DD:***	80
Cleanup Status:	CLOSED-STCM	***Long MM:***	5
Closure Type:	NREQ	***Long SS:***	21
Closure Date:	8/6/2007		

Program Details

Facility Status:		***Staff Assigned:***	
Offsite Contam:		***Priority:***	
Priority Score:	50	***Score Effective Dt:***	
Project Coordinato:		***Score When Ranked:***	
Program Eligible:		***District:***	
Ineligible:		***Datum:***	0
Program Area:	PETROLEUM	***Method:***	AGPS
Site Manager:		***Lat DD:***	26
Discharge Date:	11/9/1990	***Lat MM:***	37
Discharge Eligibil:	I	***Lat SS:***	3
Eligibility Progrm:		***Long DD:***	80
Cleanup Status:	CLOSED-STCM	***Long MM:***	5
Closure Type:	SRCR	***Long SS:***	21
Closure Date:	9/17/2007		

Program Details

Facility Status:		***Staff Assigned:***	
Offsite Contam:		***Priority:***	
Priority Score:	50	***Score Effective Dt:***	
Project Coordinato:		***Score When Ranked:***	
Program Eligible:		***District:***	
Ineligible:		***Datum:***	0
Program Area:	PETROLEUM	***Method:***	AGPS
Site Manager:		***Lat DD:***	26
Discharge Date:	12/3/1986	***Lat MM:***	37
Discharge Eligibil:	I	***Lat SS:***	3
Eligibility Progrm:		***Long DD:***	80
Cleanup Status:	CLOSED-STCM	***Long MM:***	5
Closure Type:	SRCR	***Long SS:***	21
Closure Date:	9/17/2007		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
11	1 of2	E	0.45 / 2,385.01	12.73 / 1	OAKS FLORIST 3818 S CONGRESS AVE LAKE WORTH FL 33406	LST

Facility ID:	9300930	***Score:***	55
Facility Status:	CLOSED	***Score Effctve Date:***	08/22/2007
Facility Type:	C - Fuel user/Non-retail	***Score when Ranked:***	56
Feature:		***Facility Name:***	OAKS FLORIST
Method:	AGPS	***Address1:***	3818 S CONGRESS AVE
Rank:	2322	***Address2:***	
Operator:	SUSAN G NAVERSEN	***City:***	LAKE WORTH
Phone:	(914)682-5100	***State:***	FL
Name Changed:		***Zip5:***	33406
Address Changed:		***Zip4:***	

Prim Related Party:	15297	**District:**	SED
Primary RP Role:	ACCOUNT OWNER	**County:**	PALM BEACH
RP Begin Date:	10/18/1993	**County No:**	50
RP Name:	NAVERSEN, SUSAN	**Datum:**	0
RP Address1:	3818 S CONGRESS AVE	**Lat DD:**	26
RP Address2:		**Lat MM:**	37
RP City:	LAKE WORTH	**Lat SS:**	10.63
RP State:	FL	**Long DD:**	80
RP Zip5:	33406	**Long MM:**	5
RP Zip4:		**Long SS:**	19.34
Contact:	SUSAN NAVERSEN	**Section:**	
RP Phone:	(914)682-5100	**Township:**	
RP Phone Ext.:		**Range:**	
RP Bad Addr Ind:	No		

Facility ID (Map):	9300930
Facility Type (Map):	Fuel user/Non-retail
Facility Status (Map):	CLOSED
Facility Name (Map):	OAKS FLORIST
Address (Map):	3818 S CONGRESS AVE
City (Map):	LAKE WORTH
Zip5 (Map):	33406
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	AGPS
Collector (Map):	WILLE_P
Collection Date (Map):	12/1/2001
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9300930/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9300930&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9300930
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9300930/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	07/21/1993
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	RA - RA ONGOING
Discharge Cleanup Stat Date:	01/28/2000
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	MILLER_BR_1
Site Manager End Date:	
Tank Office:	PCTM6 - PETROLEUM CLEANUP TEAM 6

Contaminated Media

Contaminated Drinking Wells:	0
Contaminated Mntring Wells:	YES
Contaminated Soil:	YES
Contaminated Surface Water:	NO
Contaminated Ground Water:	YES
Pollutant:	D - Vehicular Diesel
Other Description:	
Gallons Discharged:	

Contaminated Media

Contaminated Drinking Wells: 0

Contaminated Mntring Wells: YES
Contaminated Soil: YES
Contaminated Surface Water: NO
Contaminated Ground Water: YES
Pollutant: P - Generic Gasoline
Other Description:
Gallons Discharged:

Petroleum Cleanup Program Eligibility

Cleanup Program: A - ABANDONED TANK RESTORATION PROGRAM
Eligibility Status: ELIGIBLE

Task Info

SA Task ID: 36535
SA Cleanup Resp: RP - RESPONSIBLE PARTY
SA Actual Cost:
SA Complete Date: 07-08-1996
SA Payment Date:
SR Task ID:
SR Cleanup Resp: -
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal:
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: -
SRC Submit Date:
SRC Review Date:
SRC Complete Status: -
SRC Comp Status Dt:
SRC Issue Date:
SRC Comments:

SR Soil Treatment:
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID: 69902
RAP Clean Resp ID: -
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID: 64673
RA Cleanup Resp: -
RA Yrs to Complete:
RA Actual Cost:
Tank Office: PCLP50 - Palm Beach County

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS: $45,046.54
LPSPASM: $0.00
SPASM: $0.00
NPDES: $0.00
Utility 1 Time Payments: $23,852.24
All Wo Ta Co Pos Encumbered: $343,391.05
Wo Ta Co Pos Exclu from Cap: $0.00
Ttl Amnt Encumbered to Date: $412,289.83
Ttl Amnt Encumbered Towar: $412,289.83

Petroleum Cleanup PCT Facility Score

Related Party ID: 15297
RP Contact: SUSAN NAVERSEN
Facility Cleanup Status: ONGO - ONGOING
Bad Address Indicator: N

Contract

Contractor:	APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
Score:	55
Facility Name:	OAKS FLORIST
Address:	3818 S CONGRESS AVE
City:	LAKE WORTH
ZIP:	33406
District:	SED
County ID:	50
County:	PALM BEACH

Discharge Info (Map)

Discharge:	15595	***Eligibility:***	ELIGIBLE
Discharge 1:	21-Jul-1993	***Eligibility 1:***	ATRP
Discharge 2:	55	***Report Pha:***	RA
Discharge 3:	RA	***Report Sub:***	RAP
General Cl:	WORK UNDERWAY	***Report S 1:***	03-Aug-2015
Disch Clea:	28-Jan-2000	***Staff Assi:***	MILLER_BR_1
Tank Offic:	PETROLEUM CLEANUP TEAM 6		

Open Discharges

Program:	ATRP
Eligibility:	ELIGIBLE
Elig Letter Sent:	07/29/1994
Discharge Date:	07/21/1993
Score:	55
Facility:	OAKS FLORIST
Address:	3818 S CONGRESS AVE
City:	LAKE WORTH
State:	FL
Zip:	33406
County ID:	50
County:	PALM BEACH

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	20
Score:	00055	***Stat Desc:***	RA ONGOING
Descrip:	CLEANUP REQUIRED	***Fac Name:***	OAKS FLORIST
Discharge Date:	21-JUL-93	***Fac Type:***	C
Score Date:	22-AUG-2007	***Type Desc:***	Fuel user/Non-retail
Stat Date:	28-JAN-2000	***Fac Addr:***	3818 S CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	LAKE WORTH
Lat DD:	26	***Fac Zip:***	33406
Lat MM:	37	***County:***	50
Lat SS:	9	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	9146825100
Prg Desc:	ABANDONED TANK RESTORATION PROGRAM		

Eligible Discharges

Program:	ATRP
Current Status:	ACTIVE
Discharge Date:	07/21/1993
Score:	55
Facility:	OAKS FLORIST
Address:	3818 S CONGRESS AVE
City:	LAKE WORTH
Zip:	33406

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

County: PALM BEACH
Owner: NAVERSEN, SUSAN
Owner Address: 3818 S CONGRESS AVE
Owner City: LAKE WORTH
Owner State: FL
Owner Zip: 33406
Owner Phone: (914)682-5100
Owner Email:

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11 | **2 of2** | **E** | **0.45 / 2,385.01** | **12.73 / 1** | **OAKS FLORIST**
3818 S CONGRESS AVE
LAKE WORTH FL 33406 | **DWM CONTAM**

Facility ID: 9300930
Site ID: 9300930
Program Area:
Facility Type:
Fac Type:
County ID: 50
Ftc1 Fac Type ID: C
Stcm Facility Type: C
District: SED
Site Status:
Section:
Township:
County: Palm Beach
Range:
Rank:
Operator:
Name Changed:
Addr Changed:
Facility Name: OAKS FLORIST
Description: Fuel user/Non-retail

Contact:
Phone:
Method:
Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:
RP Zip4:
RP Phone:
RP Extension:
RP Bad Addr Ind:
RP Name:

Program Details

Facility Status:
Offsite Contam:
Priority Score: 55
Project Coordinato:
Program Eligible:
Ineligible:
Program Area: PETROLEUM
Site Manager: COOK_JM
Discharge Date: 7/21/1993
Discharge Eligibil: E
Eligibility Progrm: ATRP
Cleanup Status: OPEN-STCM
Closure Type:
Closure Date:

Staff Assigned:
Priority:
Score Effective Dt:
Score When Ranked:
District:
Datum: 0
Method: AGPS
Lat DD: 26
Lat MM: 37
Lat SS: 9
Long DD: 80
Long MM: 5
Long SS: 20

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12 | **1 of5** | **ESE** | **0.45 / 2,398.35** | **12.58 / 1** | **RACETRAC#2380**
3032 LK WORTH RD
LAKE WORTH FL 33461-3632 | **LST**

Facility ID: 8514422
Facility Status: OPEN
Facility Type: A - Retail Station
Feature:
Method: AGPS
Rank: 1410
Operator: JORDAN WOODFIN
Phone: (770)431-7600
Name Changed: 07/13/2015
Address Changed: 05/27/2005
Prim Related Party: 17748

Score: 51
Score Effctve Date: 08/23/2007
Score when Ranked: 65
Facility Name: RACETRAC#2380
Address1: 3032 LK WORTH RD
Address2:
City: LAKE WORTH
State: FL
Zip5: 33461
Zip4: 3632
District: SED

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Primary RP Role:	ACCOUNT OWNER	**County:**	PALM BEACH
RP Begin Date:	07/13/2015	**County No:**	50
RP Name:	RACETRAC INC	**Datum:**	0
RP Address1:	200 GALLERIA PKWY SE #900	**Lat DD:**	26
RP Address2:	ATTN: STORAGE TANK REGIS	**Lat MM:**	37
RP City:	Atlanta	**Lat SS:**	1.9245
RP State:	GA	**Long DD:**	80
RP Zip5:	30339	**Long MM:**	5
RP Zip4:	5945	**Long SS:**	22.8827
Contact:	MAX BURMEISTER	**Section:**	030
RP Phone:	(770)431-7600	**Township:**	44S
RP Phone Ext.:	1123	**Range:**	43E
RP Bad Addr Ind:	No		

Facility ID (Map):	8514422
Facility Type (Map):	Retail Station
Facility Status (Map):	OPEN
Facility Name (Map):	RACETRAC#2380
Address (Map):	3032 LK WORTH RD
City (Map):	LAKE WORTH
Zip5 (Map):	33461
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	NAD83
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	DPHO
Collector (Map):	WILLIAMS_CA
Collection Date (Map):	2/14/2024
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514422/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8514422&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8514422
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514422/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	08/20/1996
Cleanup Required:	N - NO CLEANUP REQUIRED
Discharge Cleanup Status:	NREQ - CLEANUP NOT REQUIRED
Discharge Cleanup Stat Date:	05/29/2001
Eligibility Indicator:	I - INELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	11/08/2000
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	
Pollutant:	B - Unleaded Gas
Other Description:	
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program:	O - OTHER
Eligibility Status:	NOT ELIGIBLE

Task Info

SA Task ID:		***SR Soil Treatment:***	
SA Cleanup Resp:	-	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:		***RAP Task ID:***	
SA Payment Date:		***RAP Clean Resp ID:***	-
SR Task ID:		***RAP Actual Cost:***	
SR Cleanup Resp:	-	***RAP Complete Date:***	
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:		***RAP Last Ord Appr:***	
SR Payment Date:		***RA Task ID:***	70804
SR Oral Date:		***RA Cleanup Resp:***	-
SR Written Date:		***RA Yrs to Complete:***	
SR Soil Removal:		***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	-
SRC Submit Date:	
SRC Review Date:	
SRC Complete Status:	-
SRC Comp Status Dt:	
SRC Issue Date:	
SRC Comments:	

Discharge Cleanup Summary

Discharge Date:	12/10/1988
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	12/03/2010
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	12/03/2010
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	0
Contaminated Mntring Wells:	YES
Contaminated Soil:	YES
Contaminated Surface Water:	NO
Contaminated Ground Water:	YES
Pollutant:	Y - Unknown/Not Reported
Other Description:	
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program:	E - EARLY DETECTION INCENTIVE
Eligibility Status:	ELIGIBLE

Task Info

SA Task ID:	39533	***SR Soil Treatment:***	

SA Cleanup Resp:	RP - RESPONSIBLE PARTY	**SR Other Treatment:**	6200 GAL LPH
SA Actual Cost:	$21,798.82	**SR Alt Proc Rec:**	06-13-1991
SA Complete Date:	05-30-1991	**RAP Task ID:**	39534
SA Payment Date:	12/9/1992	**RAP Clean Resp ID:**	RP - RESPONSIBLE PARTY
SR Task ID:	39532	**RAP Actual Cost:**	
SR Cleanup Resp:	RP - RESPONSIBLE PARTY	**RAP Complete Date:**	03-04-1993
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:	03-02-2000	**RAP Last Ord Appr:**	3/4/1993
SR Payment Date:		**RA Task ID:**	39535
SR Oral Date:		**RA Cleanup Resp:**	LP - LOCAL PROGRAM
SR Written Date:		**RA Yrs to Complete:**	1
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	A
SR Alt Procedure Status Dt:	11-05-1991
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	8/11/2010
SRC Review Date:	08-25-2010
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	08-25-2010
SRC Issue Date:	12-03-2010
SRC Comments:	

Discharge Cleanup Summary

Discharge Date:	12/14/1999
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	12/03/2010
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	12/03/2010
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	YES
Contaminated Soil:	YES
Contaminated Surface Water:	
Contaminated Ground Water:	YES
Pollutant:	B - Unleaded Gas
Other Description:	
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program:	S - SITE REHABILITATION FUNDING AGREEMENT
Eligibility Status:	NOT ELIGIBLE

Task Info

SA Task ID:	82291	**SR Soil Treatment:**	
SA Cleanup Resp:	-	**SR Other Treatment:**	
SA Actual Cost:		**SR Alt Proc Rec:**	
SA Complete Date:		**RAP Task ID:**	89221
SA Payment Date:		**RAP Clean Resp ID:**	-
SR Task ID:		**RAP Actual Cost:**	

SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	65126
SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	8/11/2010
SRC Review Date:	08-25-2010
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	08-25-2010
SRC Issue Date:	12-03-2010
SRC Comments:	

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$21,799.00
LPSPASM:	$4,914.76
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$24,142.33
All Wo Ta Co Pos Encumbered:	$6,021.71
Wo Ta Co Pos Exclu from Cap:	$0.00
Ttl Amnt Encumbered to Date:	$56,877.80
Ttl Amnt Encumbered Towar:	$56,877.80

Petroleum Cleanup PCT Facility Score

Related Party ID:	17748
RP Contact:	MAX BURMEISTER
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N

Discharge Info (Map)

Discharge:	47338	**Eligibility:**	INELIGIBLE
Discharge 1:	20-Aug-1996	**Eligibility 1:**	
Discharge 2:	0	**Report Pha:**	COMPLETED
Discharge 3:	NREQ	**Report Sub:**	COMPLETED
General Cl:	NO CLEANUP REQUIRED	**Report S 1:**	29-May-2001
Disch Clea:	29-May-2001	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	51934	**Eligibility:**	ELIGIBLE
Discharge 1:	14-Dec-1999	**Eligibility 1:**	SRFA
Discharge 2:	51	**Report Pha:**	COMPLETED
Discharge 3:	SRCR	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	03-Dec-2010
Disch Clea:	03-Dec-2010	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	16688	***Eligibility:***	ELIGIBLE
Discharge 1:	10-Dec-1988	***Eligibility 1:***	EDI
Discharge 2:	51	***Report Pha:***	COMPLETED
Discharge 3:	SRCR	***Report Sub:***	COMPLETED
General Cl:	CLOSURE	***Report S 1:***	03-Dec-2010
Disch Clea:	03-Dec-2010	***Staff Assi:***	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

AST UST Discharges

Dep Co:	C	***Long MM:***	5
CU Req:	R	***Long SS:***	22
Score:	00051	***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	RACETRAC#2380
Discharge Date:	10-DEC-88	***Fac Type:***	A
Score Date:	23-AUG-2007	***Type Desc:***	Retail Station
Stat Date:	03-DEC-2010	***Fac Addr:***	3032 LK WORTH RD
LL Meth:	AGPS	***Fac City:***	LAKE WORTH
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	2	***Fac State:***	OPEN
Long DD:	80	***Fac Phone:***	7704317600
Prg Desc:	EARLY DETECTION INCENTIVE		

AST UST Discharges

Dep Co:	C	***Long MM:***	5
CU Req:	R	***Long SS:***	22
Score:	00051	***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	RACETRAC#2380
Discharge Date:	14-DEC-99	***Fac Type:***	A
Score Date:	23-AUG-2007	***Type Desc:***	Retail Station
Stat Date:	03-DEC-2010	***Fac Addr:***	3032 LK WORTH RD
LL Meth:	AGPS	***Fac City:***	LAKE WORTH
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	2	***Fac State:***	OPEN
Long DD:	80	***Fac Phone:***	7704317600
Prg Desc:	SITE REHABILITATION FUNDING AGREEMENT		

AST UST Discharges

Dep Co:	C	***Long MM:***	5
CU Req:	N	***Long SS:***	22
Score:		***Stat Desc:***	CLEANUP NOT REQUIRED
Descrip:	NO CLEANUP REQUIRED	***Fac Name:***	RACETRAC#2380
Discharge Date:	20-AUG-96	***Fac Type:***	A
Score Date:	18-AUG-1999	***Type Desc:***	Retail Station
Stat Date:	29-MAY-2001	***Fac Addr:***	3032 LK WORTH RD
LL Meth:	AGPS	***Fac City:***	LAKE WORTH
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	2	***Fac State:***	OPEN
Long DD:	80	***Fac Phone:***	7704317600
Prg Desc:			

Eligible Discharges

Program:	SRFA
Current Status:	CLOSED
Discharge Date:	12/14/1999
Score:	51

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Facility: RACETRAC#2380
Address: 3032 LK WORTH RD
City: LAKE WORTH
Zip: 33461
County: PALM BEACH
Owner: RACETRAC INC
Owner Address: 200 GALLERIA PKWY SE #900
Owner City: Atlanta
Owner State: GA
Owner Zip: 30339
Owner Phone: (770)431-7600
Owner Email: FDEP_CORRESPONDENCE@RACETRAC.COM

Eligible Discharges

Program: EDI
Current Status: CLOSED
Discharge Date: 12/10/1988
Score: 51
Facility: RACETRAC#2380
Address: 3032 LK WORTH RD
City: LAKE WORTH
Zip: 33461
County: PALM BEACH
Owner: RACETRAC INC
Owner Address: 200 GALLERIA PKWY SE #900
Owner City: Atlanta
Owner State: GA
Owner Zip: 30339
Owner Phone: (770)431-7600
Owner Email: FDEP_CORRESPONDENCE@RACETRAC.COM

12	2 of5	ESE	0.45 / 2,398.35	12.58 / 1	COLLEGE SERVICE STATION 3032 LK WORTH RD LAKE WORTH FL 33461	DEL CONTAM SITE

Prgm Site ID: 8514422
Remedi Status: ACTIVE
Priority Score: 51
Program Area: Petroleum
Program Eligible: Y
Ineligible: Y
Offsite Contam: N
Dt Known Offsite:
Proj Manager: RIAL_S
Office District: PCLP50
Original Source: CS
Record Date: 31-MAR-2015

Record Date:
County: PALM BEACH
Method: DPHO
Datum: HARN
Lat DD: 26
Lat MM: 37
Lat SS: 2.0278
Long DD: 80
Long MM: 5
Long SS: 21.993

12	3 of5	ESE	0.45 / 2,398.35	12.58 / 1	COLLEGE SERVICE STATION 3032 LK WORTH RD LAKE WORTH FL 33461	DWM CONTAM

Facility ID: 8514422
Site ID:
Program Area: Petroleum
Facility Type:
Fac Type:
County ID:
Ftc1 Fac Type ID:
Stcm Facility Type:
District:
Site Status:
Section:
Township:

Contact:
Phone:
Method:
Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

County:	PALM BEACH	**RP Zip4:**	
Range:		**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:			
Description:			

Program Details

Facility Status:	ACTIVE	**Staff Assigned:**	
Offsite Contam:	N	**Priority:**	
Priority Score:	51	**Score Effective Dt:**	
Project Coordinato:	RIAL_S	**Score When Ranked:**	
Program Eligible:	Y	**District:**	PCLP50
Ineligible:	Y	**Datum:**	HARN
Program Area:		**Method:**	DPHO
Site Manager:		**Lat DD:**	26
Discharge Date:		**Lat MM:**	37
Discharge Eligibil:		**Lat SS:**	2.0278
Eligibility Progrm:		**Long DD:**	80
Cleanup Status:		**Long MM:**	5
Closure Type:		**Long SS:**	21.993
Closure Date:			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
12	4 of5	ESE	0.45 / 2,398.35	12.58 / 1	RACETRAC#2380 3032 LK WORTH RD LAKE WORTH FL 33461	STCS

Facility ID:	8514422	**Clnup Cd (OD):**	CMPL
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Open	**Clnup Dt (OD):**	2012/07/05
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	OPEN	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Facility 1:	Retail Station	**Fac Stat (Map):**	OPEN
Fac Name (OD):	RACETRAC#2380		
Address (OD):	3032 LK WORTH RD		
City (OD):	LAKE WORTH		
County (OD):	PALM BEACH		
Zip5 (OD):	33461		
Name (Map):	RACETRAC#2380		
Address (Map):	3032 LK WORTH RD		
City (Map):	LAKE WORTH		
County (Map):	50		
Zip4 (Map):	3632		
Zip5 (Map):	33461		
Address Line 1:	3032 Lk Worth Rd		
Address Line 2:			
City:	Lake Worth		
County:	PALM BEACH		
State:	FL		
Zip:	33461- 3632		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	5801	**Map Src:**	imagerywithroads
X:	-80.08968963889	**Map Scale:**	564
Y:	26.6172012500032	**Elevation:**	
Regulated:	YES	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	WILLIAMS_CA	**El Units:**	

Col Date:	14-Feb-2024	**ALB East:**	788611.96
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296414.44
Ver Meth:	DPHO	**Loc ID:**	32205
Ver Name:	WILLIAMS_CA	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	14-Feb-2024	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	EXACT	**Long MM:**	5
Datum:	NAD83	**Long SS:**	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514422/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	32205	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	7704317600	**El Units:**	
Operator:	JORDAN WOODFIN	**Map Src:**	imagerywithroads
Next action:	PLACARD 20-JUN-2024	**Map Scale:**	564
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788611.96
OOIC:	FACILITY	**Alb North:**	296414.44
Col Meth:	DPHO	**Datum:**	NAD83
Col Name:	WILLIAMS_CA	**Elevation:**	
Col Date:	2/14/2024	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLIAMS_CA	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	2/14/2024	**Long SS:**	
Object ID:	32205		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514422/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Racetrac#2380 3032 Lk Worth Rd Lake Worth, FL 33461- 3632
LL Method:	DPHO - Autonomous GPS
Account Owner:	Racetrac Inc
Contact:	Jordan Woodfin
Phone:	770-431-7600
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:01.9245
Longitude:	80:05:22.8827

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	7
Size:	20000
Content:	Unleaded Gas
Installed:	07/01/2015
Placement:	UNDER
Status:	In Service
Construction:	A - Ball Check Valve E - Fiberglass I - Double Wall L - Compartmented M - Spill Containment Bucket

N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms

Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners

Monitoring: 2 - Visual Inspect Pipe Sumps
3 - Electronic Monitor Pipe Sumps
4 - Visual Inspect Dispenser Liners
F - Monitor Dbl Wall Tank Space
G - Electronic Line Leak Detector

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 8
Size: 20000
Content: Vehicular Diesel
Installed: 07/01/2015
Placement: UNDER
Status: In Service
Construction: A - Ball Check Valve
E - Fiberglass
I - Double Wall
L - Compartmented
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 2 - Visual Inspect Pipe Sumps
3 - Electronic Monitor Pipe Sumps
4 - Visual Inspect Dispenser Liners
F - Monitor Dbl Wall Tank Space
G - Electronic Line Leak Detector

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 8000
Content: Unleaded Gas
Installed: 07/01/1981
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 10000
Content: Unleaded Gas
Installed: 07/01/1981
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 6
Size: 1000
Content: Waste Oil
Installed: 12/01/1989
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 6000
Content: Unleaded Gas
Installed: 07/01/1981
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 550
Content: Waste Oil
Installed: 06/01/1972
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 6000
Content: Unleaded Gas
Installed: 08/01/1985
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 9
Size: 20000
Content: Unleaded Gas
Installed: 07/01/2015
Placement: UNDER
Status: In Service
Construction: A - Ball Check Valve
E - Fiberglass
I - Double Wall
L - Compartmented
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System

Monitoring:
K - Dispenser Liners
2 - Visual Inspect Pipe Sumps
3 - Electronic Monitor Pipe Sumps
4 - Visual Inspect Dispenser Liners
F - Monitor Dbl Wall Tank Space
G - Electronic Line Leak Detector

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1R1
Size: 15000
Content: Unleaded Gas
Installed: 12/01/2007
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

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12 | ***5 of5*** | ***ESE*** | ***0.45 / 2,398.35*** | ***12.58 / 1*** | ***RACETRAC#2380***
3032 LK WORTH RD
LAKE WORTH FL 33461 | ***DWM CONTAM***

Facility ID: 8514422
Site ID: 8514422
Program Area:
Facility Type:
Fac Type:
County ID: 50
Ftc1 Fac Type ID: A
Stcm Facility Type: A
District: SED
Site Status:
Section: 30
Township: 44S
County: Palm Beach
Range: 43E
Rank:
Operator:
Name Changed:
Addr Changed:
Facility Name: RACETRAC#2380
Description: Retail Station

Contact:
Phone:
Method:
Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:
RP Zip4:
RP Phone:
RP Extension:
RP Bad Addr Ind:
RP Name:

Program Details

Facility Status:
Offsite Contam:
Priority Score: 51
Project Coordinato:
Program Eligible:
Ineligible:
Program Area: PETROLEUM
Site Manager:
Discharge Date: 12/10/1988
Discharge Eligibil: E
Eligibility Progrm: EDI
Cleanup Status: CLOSED-STCM
Closure Type: SRCR
Closure Date: 12/3/2010

Staff Assigned:
Priority:
Score Effective Dt:
Score When Ranked:
District:
Datum: 0
Method: AGPS
Lat DD: 26
Lat MM: 37
Lat SS: 2
Long DD: 80
Long MM: 5
Long SS: 22

Program Details

Facility Status:
Offsite Contam:

Staff Assigned:
Priority:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Priority Score:	51	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	12/14/1999	**Lat MM:**	37
Discharge Eligibil:	E	**Lat SS:**	2
Eligibility Progrm:	SRFA	**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	22
Closure Date:	12/3/2010		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	51	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	8/20/1996	**Lat MM:**	37
Discharge Eligibil:	I	**Lat SS:**	2
Eligibility Progrm:		**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	NREQ	**Long SS:**	22
Closure Date:	5/29/2001		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
13	1 of1	N	0.46 / 2,404.14	11.00 / -1	CLINT PERKINS 59 ANDROS ROAD PALM SPRINGS FL 33461	SWF/LF

Facility ID:	96749	**District:**	SED
Fac Type (Geodata):		**Section:**	
Fac Stat (Geodata):		**Township:**	
Status Dt (Geodat):		**Range:**	
Ownership (Geodat):		**County ID (Geodat):**	
Zip4 (Geodata):		**County (Geodata):**	
Zip5 (Geodata):		**County:**	PALM BEACH
District (Geodata):		**Latitude:**	::
Office (Geodata):		**Longitude:**	::
Resp Authority:			
RA Address:			
City1:			
RA State:			
Zip1:			
RA Phone No.:			
RA Email:			
Site Supervisor:			
SS Address:			
City 1:			
SS State:			
Zip 1:			
SS Phone No:			
SS Email:			
Land Owner:			
LO Address:			
City 2:			
LO State:			
Zip 2:			
LO Phone No:			
Facility Name (Geodata):			
Address (Geodata):			
City (Geodata):			
Documents (Geodata):			

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Reports (Geodata):
Info Portal Facility URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=96749
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=96749&CAT=8
Data Source: Solid Waste Facility Inventory Report

Class details

Class: WASTE TIRE COLLECTOR
Class Status: INACTIVE (I)

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14 | ***1 of1*** | ***E*** | ***0.47 / 2,467.03*** | ***13.64 / 2*** | ***OAKS FLORIST***
3818 S CONGRESS AVE
LAKE WORTH FL 33406 | ***STCS***

Facility ID: 9300930
Type: C - Fuel User/Non-Retail
Status: Closed
Status (OD): REVIEWED
Fac Stat (OD): CLOSED
Fac Code (OD): C
Facility 1: Fuel user/Non-retail
Fac Name (OD): OAKS FLORIST
Address (OD): 3818 S CONGRESS AVE
City (OD): LAKE WORTH
County (OD): PALM BEACH
Zip5 (OD): 33406
Name (Map): OAKS FLORIST
Address (Map): 3818 S CONGRESS AVE
City (Map): LAKE WORTH
County (Map): 50
Zip4 (Map): 0
Zip5 (Map): 33406
Address Line 1: 3818 S Congress Ave
Address Line 2:
City: Lake Worth
County: PALM BEACH
State: FL
Zip: 33406
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

Clnup Cd (OD): ONGO
Fac Clnup Stat (OD): ONGOING
Clnup Dt (OD): 2001/10/16
Status (Map): REVIEWED
Contam (Map): YES
Fac Type (Map): Fuel user/Non-retail
Fac Stat (Map): CLOSED

FDEP Storage Tank Monitoring Open Data Details

Object ID: 42134
X: -80.0887055555571
Y: 26.6196194444473
Regulated: NO
Col Meth: AGPS
Col Name: WILLE_P
Col Date: 01-Dec-2001
Col Prog: TANKS-PETROLEUM CONTAMINATION
Ver Meth: DPHO
Ver Name: WILLE_P
Ver Prog: TANKS-PETROLEUM CONTAMINATION
Ver Date: 01-Dec-2001
OOIC: FACILITY
Rel Feat: EXACT
Datum: HARN
Coord Acc: 4
Col Aff: COUNTY HEALTH DEPARTMENT
Ver Aff: PALM BEACH COUNTY DATA LOAD JAN 2004
Direct:
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9300930/gis-facility!search

Map Src: 2001 DOQS
Map Scale: 2500
Elevation:
El Datum:
El Resolut:
El Units:
ALB East: 788700.97
ALB North: 296685.88
Loc ID: 26791
Lat DD: 26
Lat MM: 37
Lat SS:
Long DD: 80
Long MM: 5
Long SS:

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	26791	**Rel Feat:**	EXACT
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	9146825100	**El Units:**	
Operator:	SUSAN G NAVERSEN	**Map Src:**	2001 DOQS
Next action:		**Map Scale:**	2500
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788700.97
OOIC:	FACILITY	**Alb North:**	296685.88
Col Meth:	AGPS	**Datum:**	HARN
Col Name:	WILLE_P	**Elevation:**	
Col Date:	12/1/2001	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLE_P	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	12/1/2001	**Long SS:**	
Object ID:	26791		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9300930/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Oaks Florist 3818 S Congress Ave Lake Worth, FL 33406
LL Method:	AGPS - Autonomous GPS
Account Owner:	Naversen, Susan
Contact:	Susan G Naversen
Phone:	914-682-5100
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:10.6300
Longitude:	80:05:19.3400

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	888
Content:	Unknown/Not Reported
Installed:	
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

15	1 of3	E	0.48 / 2,551.51	14.10 / 2	RITZ CAMERA CENTER 3678 CONGRESS AVE LAKE WORTH FL 33461-3756	LST

Facility ID:	8945183	**Score:**	40
Facility Status:	CLOSED	**Score Effctve Date:**	11/04/1997
Facility Type:	C - Fuel user/Non-retail	**Score when Ranked:**	
Feature:		**Facility Name:**	RITZ CAMERA CENTER
Method:	AGPS	**Address1:**	3678 CONGRESS AVE
Rank:		**Address2:**	
Operator:	JOHN LAPORE	**City:**	LAKE WORTH
Phone:	(305)344-0184	**State:**	FL
Name Changed:		**Zip5:**	33461
Address Changed:		**Zip4:**	3756
Prim Related Party:	18326	**District:**	SED
Primary RP Role:	ACCOUNT OWNER	**County:**	PALM BEACH

RP Begin Date:	05/20/1994	**County No:**	50
RP Name:	RITZ CAMERA CENTER	**Datum:**	0
RP Address1:	3678 S CONGRESS AVE	**Lat DD:**	26
RP Address2:		**Lat MM:**	37
RP City:	LAKE WORTH	**Lat SS:**	15.46
RP State:	FL	**Long DD:**	80
RP Zip5:	33461	**Long MM:**	5
RP Zip4:	3756	**Long SS:**	19.2
Contact:	JOHN LAPORE	**Section:**	
RP Phone:	(407)689-9313	**Township:**	
RP Phone Ext.:		**Range:**	
RP Bad Addr Ind:	No		

Facility ID (Map):	8945183
Facility Type (Map):	Fuel user/Non-retail
Facility Status (Map):	CLOSED
Facility Name (Map):	RITZ CAMERA CENTER
Address (Map):	3678 CONGRESS AVE
City (Map):	LAKE WORTH
Zip5 (Map):	33461
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	AGPS
Collector (Map):	WILLE_P
Collection Date (Map):	12/1/2001
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8945183/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8945183&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8945183
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8945183/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	03/12/1991
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Discharge Cleanup Stat Date:	02/14/1992
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	
Site Manager End Date:	
Tank Office:	-

Petroleum Cleanup Program Eligibility

Cleanup Program:	A - ABANDONED TANK RESTORATION PROGRAM
Eligibility Status:	ELIGIBLE

Task Info

SA Task ID:	37469	**SR Soil Treatment:**	
SA Cleanup Resp:	RP - RESPONSIBLE PARTY	**SR Other Treatment:**	
SA Actual Cost:	$18,355.95	**SR Alt Proc Rec:**	
SA Complete Date:	01-22-1992	**RAP Task ID:**	37470
SA Payment Date:	4/29/1993	**RAP Clean Resp ID:**	NA - NOT APPLICABLE
SR Task ID:	37468	**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	

SR Payment Date:		***RA Task ID:***	37471
SR Oral Date:		***RA Cleanup Resp:***	RP - RESPONSIBLE PARTY
SR Written Date:		***RA Yrs to Complete:***	
SR Soil Removal:		***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	-
SR Soil Ton Remove:			
SR Fund Elig Type:	-		
SA Fund Elig Type:	-		
RAP Fund Elig Type:	-		
RA Fund Elig Type:	-		
SR Alternate Procedure Status:			
SR Alt Procedure Status Dt:			
SR Alt Procedure Comment:			
SRC Action Type:	NFA - NO FURTHER ACTION		
SRC Submit Date:	11/4/1991		
SRC Review Date:	01-22-1992		
SRC Complete Status:	A - APPROVED		
SRC Comp Status Dt:	02-14-1992		
SRC Issue Date:	02-14-1992		
SRC Comments:			

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$18,356.00
LPSPASM:	$0.00
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$0.00
All Wo Ta Co Pos Encumbered:	$0.00
Wo Ta Co Pos Exclu from Cap:	$0.00
Ttl Amnt Encumbered to Date:	$18,356.00
Ttl Amnt Encumbered Towar:	$18,356.00

Petroleum Cleanup PCT Facility Score

Related Party ID:	18326
RP Contact:	JOHN LAPORE
Facility Cleanup Status:	CMPL - COMPLETED
Bad Address Indicator:	N

Discharge Info (Map)

Discharge:	15946	***Eligibility:***	ELIGIBLE
Discharge 1:	12-Mar-1991	***Eligibility 1:***	ATRP
Discharge 2:	40	***Report Pha:***	COMPLETED
Discharge 3:	NFA	***Report Sub:***	COMPLETED
General Cl:	CLOSURE	***Report S 1:***	14-Feb-1992
Disch Clea:	14-Feb-1992	***Staff Assi:***	
Tank Offic:			

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	19
Score:	00040	***Stat Desc:***	NFA COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	RITZ CAMERA CENTER
Discharge Date:	12-MAR-91	***Fac Type:***	C
Score Date:	06-JAN-1998	***Type Desc:***	Fuel user/Non-retail
Stat Date:	14-FEB-1992	***Fac Addr:***	3678 CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	LAKE WORTH
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	15	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	3053440184

Prg Desc: ABANDONED TANK RESTORATION PROGRAM

Eligible Discharges

Program: ATRP
Current Status: CLOSED
Discharge Date: 03/12/1991
Score: 40
Facility: RITZ CAMERA CENTER
Address: 3678 CONGRESS AVE
City: LAKE WORTH
Zip: 33461
County: PALM BEACH
Owner: RITZ CAMERA CENTER
Owner Address: 3678 S CONGRESS AVE
Owner City: LAKE WORTH
Owner State: FL
Owner Zip: 33461
Owner Phone: (407)689-9313
Owner Email:

15	2 of3	E	0.48 / 2,551.51	14.10 / 2	RITZ CAMERA CENTER 3678 CONGRESS AVE LAKE WORTH FL 33461	STCS

Facility ID: 8945183
Type: C - Fuel User/Non-Retail
Status: Closed
Status (OD): REVIEWED
Fac Stat (OD): CLOSED
Fac Code (OD): C
Facility 1: Fuel user/Non-retail
Fac Name (OD): RITZ CAMERA CENTER
Address (OD): 3678 CONGRESS AVE
City (OD): LAKE WORTH
County (OD): PALM BEACH
Zip5 (OD): 33461
Name (Map): RITZ CAMERA CENTER
Address (Map): 3678 CONGRESS AVE
City (Map): LAKE WORTH
County (Map): 50
Zip4 (Map): 3756
Zip5 (Map): 33461
Address Line 1: 3678 Congress Ave
Address Line 2:
City: Lake Worth
County: PALM BEACH
State: FL
Zip: 33461- 3756
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

Clnup Cd (OD): CMPL
Fac Clnup Stat (OD): COMPLETED
Clnup Dt (OD): 2002/02/03
Status (Map): REVIEWED
Contam (Map):
Fac Type (Map): Fuel user/Non-retail
Fac Stat (Map): CLOSED

FDEP Storage Tank Monitoring Open Data Details

Object ID: 33036
X: -80.088666666668
Y: 26.6209611111138
Regulated: NO
Col Meth: AGPS
Col Name: WILLE_P
Col Date: 01-Dec-2001
Col Prog: TANKS-PETROLEUM CONTAMINATION
Ver Meth: DPHO
Ver Name: WILLE_P
Ver Prog: TANKS-PETROLEUM CONTAMINATION

Map Src: 2001 DOQS
Map Scale: 2500
Elevation:
El Datum:
El Resolut:
El Units:
ALB East: 788700.2000000001
ALB North: 296834.9
Loc ID: 27337
Lat DD: 26
Lat MM: 37

Ver Date:	01-Dec-2001	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	EXACT	**Long MM:**	5
Datum:	HARN	**Long SS:**	
Coord Acc:	4		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8945183/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	27337	**Rel Feat:**	EXACT
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	3053440184	**El Units:**	
Operator:	JOHN LAPORE	**Map Src:**	2001 DOQS
Next action:		**Map Scale:**	2500
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788700.2000000001
OOIC:	FACILITY	**Alb North:**	296834.9
Col Meth:	AGPS	**Datum:**	HARN
Col Name:	WILLE_P	**Elevation:**	
Col Date:	12/1/2001	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLE_P	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	12/1/2001	**Long SS:**	
Object ID:	27337		
Col Aff:	COUNTY HEALTH DEPARTMENT		
Ver Aff:	PALM BEACH COUNTY DATA LOAD JAN 2004		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8945183/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Ritz Camera Center 3678 Congress Ave Lake Worth, FL 33461- 3756
LL Method:	AGPS - Autonomous GPS
Account Owner:	Ritz Camera Center
Contact:	John Lapore
Phone:	305-344-0184
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:15.4600
Longitude:	80:05:19.2000

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1
Size:	888
Content:	Leaded Gas
Installed:	
Placement:	UNDER
Status:	Removed from Site
Construction:	
Piping:	
Monitoring:	

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	2
Size:	888

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Content: Leaded Gas
Installed:
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

---

15 | **3 of3** | **E** | **0.48 / 2,551.51** | **14.10 / 2** | **RITZ CAMERA CENTER**
3678 CONGRESS AVE
LAKE WORTH FL 33461 | **DWM CONTAM**

Facility ID: 8945183
Site ID: 8945183
Program Area:
Facility Type:
Fac Type:
County ID: 50
Ftc1 Fac Type ID: C
Stcm Facility Type: C
District: SED
Site Status:
Section:
Township:
County: Palm Beach
Range:
Rank:
Operator:
Name Changed:
Addr Changed:
Facility Name: RITZ CAMERA CENTER
Description: Fuel user/Non-retail

Contact:
Phone:
Method:
Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:
RP Zip4:
RP Phone:
RP Extension:
RP Bad Addr Ind:
RP Name:

Program Details

Facility Status:
Offsite Contam:
Priority Score: 40
Project Coordinato:
Program Eligible:
Ineligible:
Program Area: PETROLEUM
Site Manager:
Discharge Date: 3/12/1991
Discharge Eligibil: E
Eligibility Progrm: ATRP
Cleanup Status: CLOSED-STCM
Closure Type: NFA
Closure Date: 2/14/1992

Staff Assigned:
Priority:
Score Effective Dt:
Score When Ranked:
District:
Datum: 0
Method: AGPS
Lat DD: 26
Lat MM: 37
Lat SS: 15
Long DD: 80
Long MM: 5
Long SS: 19

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16 | **1 of4** | **ESE** | **0.49 / 2,578.21** | **12.69 / 1** | **MARATHON- LK WORTH**
3950 S CONGRESS AVE 2981 LK WORTH RD
PALM SPRINGS FL 33461-4125 | **LST**

Facility ID: 8514634
Facility Status: CLOSED
Facility Type: A - Retail Station
Feature:
Method: AGPS
Rank:
Operator: HASAN RAZA KHAN
Phone: (561)439-0282
Name Changed: 09/24/2003
Address Changed: 03/27/2017
Prim Related Party: 50456

Score:
Score Effctve Date: 07/22/2003
Score when Ranked:
Facility Name: MARATHON- LK WORTH
Address1: 3950 S CONGRESS AVE
Address2: 2981 LK WORTH RD
City: PALM SPRINGS
State: FL
Zip5: 33461
Zip4: 4125
District: SED

Primary RP Role:	ACCOUNT OWNER	**County:**	PALM BEACH
RP Begin Date:	07/26/2000	**County No:**	50
RP Name:	HAZARA ENTERPRISES INC	**Datum:**	0
RP Address1:	2981 LK WORTH RD	**Lat DD:**	26
RP Address2:		**Lat MM:**	37
RP City:	LAKE WORTH	**Lat SS:**	4.0787
RP State:	FL	**Long DD:**	80
RP Zip5:	33461	**Long MM:**	5
RP Zip4:		**Long SS:**	19.4905
Contact:	HASON KHAN	**Section:**	020
RP Phone:	(561)439-0282	**Township:**	44S
RP Phone Ext.:		**Range:**	43E
RP Bad Addr Ind:	No		

Facility ID (Map):	8514634
Facility Type (Map):	Retail Station
Facility Status (Map):	CLOSED
Facility Name (Map):	MARATHON- LK WORTH
Address (Map):	3950 S CONGRESS AVE
City (Map):	PALM SPRINGS
Zip5 (Map):	33461
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	5
Long SS (Map):	
Datum (Map):	HARN
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	DPHO
Collector (Map):	HYDE_J
Collection Date (Map):	5/28/2003
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514634/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8514634&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8514634
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514634/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	11/14/2001
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	01/15/2004
Eligibility Indicator:	I - INELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	01/15/2004
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	YES
Contaminated Soil:	
Contaminated Surface Water:	
Contaminated Ground Water:	YES
Pollutant:	L - Waste Oil
Other Description:	
Gallons Discharged:	

Task Info

SA Task ID:		**SR Soil Treatment:**	
SA Cleanup Resp:	-	**SR Other Treatment:**	

SA Actual Cost:		**SR Alt Proc Rec:**	
SA Complete Date:		**RAP Task ID:**	
SA Payment Date:		**RAP Clean Resp ID:**	-
SR Task ID:		**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	68927
SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date:	12/23/2003
SRC Review Date:	01-06-2004
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	12-31-2003
SRC Issue Date:	01-15-2004
SRC Comments:	

Discharge Cleanup Summary

Discharge Date:	12/29/1988
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	05/28/1997
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	01/09/1998
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	0
Contaminated Mntring Wells:	YES
Contaminated Soil:	YES
Contaminated Surface Water:	NO
Contaminated Ground Water:	YES
Pollutant:	Z - Other Non Regulated
Other Description:	UNKNOWN
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program:	E - EARLY DETECTION INCENTIVE
Eligibility Status:	ELIGIBLE

Task Info

SA Task ID:	39331	**SR Soil Treatment:**	
SA Cleanup Resp:	RP - RESPONSIBLE PARTY	**SR Other Treatment:**	
SA Actual Cost:	$27,246.55	**SR Alt Proc Rec:**	
SA Complete Date:	04-10-1991	**RAP Task ID:**	39332
SA Payment Date:	7/14/1993	**RAP Clean Resp ID:**	RP - RESPONSIBLE PARTY
SR Task ID:		**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	09-30-1991

SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	9/30/1991
SR Payment Date:		**RA Task ID:**	39333
SR Oral Date:		**RA Cleanup Resp:**	RP - RESPONSIBLE PARTY
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 4/23/1997
SRC Review Date: 05-14-1997
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 05-28-1997
SRC Issue Date: 05-28-1997
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 02/13/2003
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date: 05/11/2004
Eligibility Indicator: I - INELIGIBLE
Site Manager: RIAL_S
Site Manager End Date: 05/11/2004
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells:
Contaminated Soil: YES
Contaminated Surface Water:
Contaminated Ground Water:
Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged: 99999999

Task Info

SA Task ID:		**SR Soil Treatment:**	
SA Cleanup Resp:	-	**SR Other Treatment:**	
SA Actual Cost:		**SR Alt Proc Rec:**	
SA Complete Date:		**RAP Task ID:**	71067
SA Payment Date:		**RAP Clean Resp ID:**	-
SR Task ID:		**RAP Actual Cost:**	
SR Cleanup Resp:	-	**RAP Complete Date:**	
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:		**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	71713
SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:		**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -

RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 4/7/2004
SRC Review Date: 04-28-2004
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 05-11-2004
SRC Issue Date: 05-11-2004
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 05/01/2000
Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date: 01/15/2004
Eligibility Indicator: I - INELIGIBLE
Site Manager: RIAL_S
Site Manager End Date: 01/15/2004
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells:
Contaminated Soil:
Contaminated Surface Water:
Contaminated Ground Water: YES
Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged:

Task Info

SA Task ID: 67019
SA Cleanup Resp: -
SA Actual Cost:
SA Complete Date:
SA Payment Date:
SR Task ID:
SR Cleanup Resp: -
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal:
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Soil Treatment:
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID: 79932
RAP Clean Resp ID: -
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID: 67775
RA Cleanup Resp: -
RA Yrs to Complete: 0
RA Actual Cost:
Tank Office: PCLP50 - Palm Beach County
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 12/23/2003
SRC Review Date: 01-06-2004
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 12-31-2003
SRC Issue Date: 01-15-2004
SRC Comments:

Discharge Cleanup Summary

Discharge Date:	02/25/2016
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	NFA - NFA COMPLETE
Discharge Cleanup Stat Date:	04/24/2017
Eligibility Indicator:	I - INELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	04/24/2017
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	
Contaminated Mntring Wells:	NO
Contaminated Soil:	NO
Contaminated Surface Water:	NO
Contaminated Ground Water:	YES
Pollutant:	B - Unleaded Gas
Other Description:	
Gallons Discharged:	

Task Info

SA Task ID:	93269	***SR Soil Treatment:***	
SA Cleanup Resp:	-	***SR Other Treatment:***	
SA Actual Cost:		***SR Alt Proc Rec:***	
SA Complete Date:		***RAP Task ID:***	
SA Payment Date:		***RAP Clean Resp ID:***	-
SR Task ID:		***RAP Actual Cost:***	
SR Cleanup Resp:	-	***RAP Complete Date:***	
SR Actual Cost:		***RAP Payment Date:***	
SR Complete Date:		***RAP Last Ord Appr:***	
SR Payment Date:		***RA Task ID:***	94170
SR Oral Date:		***RA Cleanup Resp:***	-
SR Written Date:		***RA Yrs to Complete:***	0
SR Soil Removal:		***RA Actual Cost:***	
SR Free Prod Rmvl:		***Tank Office:***	PCLP50 - Palm Beach County
SR Soil Ton Remove:			

SR Fund Elig Type:	-
SA Fund Elig Type:	-
RAP Fund Elig Type:	-
RA Fund Elig Type:	-
SR Alternate Procedure Status:	
SR Alt Procedure Status Dt:	
SR Alt Procedure Comment:	
SRC Action Type:	NFA - NO FURTHER ACTION
SRC Submit Date:	3/9/2017
SRC Review Date:	03-21-2017
SRC Complete Status:	A - APPROVED
SRC Comp Status Dt:	03-23-2017
SRC Issue Date:	04-24-2017
SRC Comments:	

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS:	$50,974.94
LPSPASM:	$0.00
SPASM:	$0.00
NPDES:	$0.00
Utility 1 Time Payments:	$0.00
All Wo Ta Co Pos Encumbered:	$0.00
Wo Ta Co Pos Exclu from Cap:	$0.00

Ttl Amnt Encumbered to Date: $50,974.94
Ttl Amnt Encumbered Towar: $50,974.94

Petroleum Cleanup PCT Facility Score

Related Party ID: 50456
RP Contact: HASON KHAN
Facility Cleanup Status: CMPL - COMPLETED
Bad Address Indicator: N

Discharge Info (Map)

Discharge: 52273
Discharge 1: 01-May-2000
Discharge 2: 0
Discharge 3: SRCR
General Cl: CLOSURE
Disch Clea: 15-Jan-2004
Tank Offic: PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT
Eligibility: INELIGIBLE
Eligibility 1:
Report Pha: COMPLETED
Report Sub: COMPLETED
Report S 1: 15-Jan-2004
Staff Assi:

Discharge Info (Map)

Discharge: 54089
Discharge 1: 13-Feb-2003
Discharge 2: 50
Discharge 3: SRCR
General Cl: CLOSURE
Disch Clea: 11-May-2004
Tank Offic: PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT
Eligibility: INELIGIBLE
Eligibility 1:
Report Pha: COMPLETED
Report Sub: COMPLETED
Report S 1: 11-May-2004
Staff Assi:

Discharge Info (Map)

Discharge: 16614
Discharge 1: 29-Dec-1988
Discharge 2: 36
Discharge 3: SRCR
General Cl: CLOSURE
Disch Clea: 28-May-1997
Tank Offic: PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT
Eligibility: ELIGIBLE
Eligibility 1: EDI
Report Pha: COMPLETED
Report Sub: COMPLETED
Report S 1: 28-May-1997
Staff Assi:

Discharge Info (Map)

Discharge: 61535
Discharge 1: 25-Feb-2016
Discharge 2: 0
Discharge 3: NFA
General Cl: CLOSURE
Disch Clea: 24-Apr-2017
Tank Offic: PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT
Eligibility: INELIGIBLE
Eligibility 1:
Report Pha: COMPLETED
Report Sub: COMPLETED
Report S 1: 24-Apr-2017
Staff Assi:

Discharge Info (Map)

Discharge: 53300
Discharge 1: 14-Nov-2001
Discharge 2: 0
Discharge 3: SRCR
General Cl: CLOSURE
Disch Clea: 15-Jan-2004
Tank Offic: PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT
Eligibility: INELIGIBLE
Eligibility 1:
Report Pha: COMPLETED
Report Sub: COMPLETED
Report S 1: 15-Jan-2004
Staff Assi:

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	20
Score:		***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	MARATHON- LK WORTH
Discharge Date:	01-MAY-00	***Fac Type:***	A
Score Date:		***Type Desc:***	Retail Station
Stat Date:	15-JAN-2004	***Fac Addr:***	3950 S CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	PALM SPRINGS
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	3	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	5614390282
Prg Desc:			

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	20
Score:		***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	MARATHON- LK WORTH
Discharge Date:	14-NOV-01	***Fac Type:***	A
Score Date:		***Type Desc:***	Retail Station
Stat Date:	15-JAN-2004	***Fac Addr:***	3950 S CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	PALM SPRINGS
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	3	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	5614390282
Prg Desc:			

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	20
Score:	00050	***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	MARATHON- LK WORTH
Discharge Date:	13-FEB-03	***Fac Type:***	A
Score Date:	22-JUL-2003	***Type Desc:***	Retail Station
Stat Date:	11-MAY-2004	***Fac Addr:***	3950 S CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	PALM SPRINGS
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	3	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	5614390282
Prg Desc:			

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	20
Score:	00036	***Stat Desc:***	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	MARATHON- LK WORTH
Discharge Date:	29-DEC-88	***Fac Type:***	A
Score Date:	06-JAN-1998	***Type Desc:***	Retail Station
Stat Date:	28-MAY-1997	***Fac Addr:***	3950 S CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	PALM SPRINGS
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	3	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	5614390282
Prg Desc:	EARLY DETECTION INCENTIVE		

AST UST Discharges

Dep Co:	P	***Long MM:***	5
CU Req:	R	***Long SS:***	20
Score:		***Stat Desc:***	NFA COMPLETE
Descrip:	CLEANUP REQUIRED	***Fac Name:***	MARATHON- LK WORTH
Discharge Date:	25-FEB-16	***Fac Type:***	A
Score Date:		***Type Desc:***	Retail Station
Stat Date:	24-APR-2017	***Fac Addr:***	3950 S CONGRESS AVE
LL Meth:	AGPS	***Fac City:***	PALM SPRINGS
Lat DD:	26	***Fac Zip:***	33461
Lat MM:	37	***County:***	50
Lat SS:	3	***Fac State:***	CLOSED
Long DD:	80	***Fac Phone:***	5614390282
Prg Desc:			

Eligible Discharges

Program:	EDI
Current Status:	CLOSED
Discharge Date:	12/29/1988
Score:	36
Facility:	MARATHON- LK WORTH
Address:	3950 S CONGRESS AVE
City:	PALM SPRINGS
Zip:	33461
County:	PALM BEACH
Owner:	HAZARA ENTERPRISES INC
Owner Address:	2981 LK WORTH RD
Owner City:	LAKE WORTH
Owner State:	FL
Owner Zip:	33461
Owner Phone:	(561)439-0282
Owner Email:	

Ineligible Discharges

Discharge Date:	02/25/2016
Score:	
Current Status:	CLOSED
Facility:	MARATHON- LK WORTH
Address:	3950 S CONGRESS AVE
City:	PALM SPRINGS
Zip:	33461
County:	PALM BEACH
Owner:	HAZARA ENTERPRISES INC
Owner Address:	2981 LK WORTH RD
Ownercity:	LAKE WORTH
Owner State:	FL
Owner Zip:	33461
Owner Phone:	(561)439-0282
Owner Email:	

Ineligible Discharges

Discharge Date:	11/14/2001
Score:	
Current Status:	CLOSED
Facility:	MARATHON- LK WORTH
Address:	3950 S CONGRESS AVE
City:	PALM SPRINGS
Zip:	33461
County:	PALM BEACH
Owner:	HAZARA ENTERPRISES INC
Owner Address:	2981 LK WORTH RD
Ownercity:	LAKE WORTH

Owner State: FL
Owner Zip: 33461
Owner Phone: (561)439-0282
Owner Email:

Ineligible Discharges

Discharge Date: 02/13/2003
Score: 50
Current Status: CLOSED
Facility: MARATHON- LK WORTH
Address: 3950 S CONGRESS AVE
City: PALM SPRINGS
Zip: 33461
County: PALM BEACH
Owner: HAZARA ENTERPRISES INC
Owner Address: 2981 LK WORTH RD
Ownercity: LAKE WORTH
Owner State: FL
Owner Zip: 33461
Owner Phone: (561)439-0282
Owner Email:

Ineligible Discharges

Discharge Date: 05/01/2000
Score:
Current Status: CLOSED
Facility: MARATHON- LK WORTH
Address: 3950 S CONGRESS AVE
City: PALM SPRINGS
Zip: 33461
County: PALM BEACH
Owner: HAZARA ENTERPRISES INC
Owner Address: 2981 LK WORTH RD
Ownercity: LAKE WORTH
Owner State: FL
Owner Zip: 33461
Owner Phone: (561)439-0282
Owner Email:

---

16 | **2 of4** | **ESE** | **0.49 / 2,578.21** | **12.69 / 1** | **WAWA FOOD MARKET# 5213**
3950 S CONGRESS AVE
LAKE WORTH FL 33461 | **STCS**

Facility ID: 9815311
Type: A - Retail Station
Status: Open
Status (OD): REVIEWED
Fac Stat (OD): OPEN
Fac Code (OD): A
Facility 1: Retail Station
Fac Name (OD): WAWA FOOD MARKET# 5213
Address (OD): 3950 S CONGRESS AVE
City (OD): LAKE WORTH
County (OD): PALM BEACH
Zip5 (OD): 33461
Name (Map): WAWA FOOD MARKET# 5213
Address (Map): 3950 S CONGRESS AVE
City (Map): LAKE WORTH
County (Map): 50
Zip4 (Map): 0
Zip5 (Map): 33461
Address Line 1: 3950 S Congress Ave
Address Line 2:
City: Lake Worth

Clnup Cd (OD):
Fac Clnup Stat (OD):
Clnup Dt (OD):
Status (Map): REVIEWED
Contam (Map):
Fac Type (Map): Retail Station
Fac Stat (Map): OPEN

County:	PALM BEACH
State:	FL
Zip:	33461
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	68051	**Map Src:**	imagerywithroads
X:	-80.0884732500014	**Map Scale:**	282
Y:	26.6177157222254	**Elevation:**	
Regulated:	YES	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	WILLIAMS_CA	**El Units:**	
Col Date:	14-Feb-2024	**ALB East:**	788730.99
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296475.35000000003
Ver Meth:	DPHO	**Loc ID:**	68654
Ver Name:	WILLIAMS_CA	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	14-Feb-2024	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	EXACT	**Long MM:**	5
Datum:	NAD83	**Long SS:**	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9815311/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	68654	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:		**El Units:**	
Operator:		**Map Src:**	imagerywithroads
Next action:	PLACARD 06-JUN-2024	**Map Scale:**	282
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788730.99
OOIC:	FACILITY	**Alb North:**	296475.35000000003
Col Meth:	DPHO	**Datum:**	NAD83
Col Name:	WILLIAMS_CA	**Elevation:**	
Col Date:	2/14/2024	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLIAMS_CA	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	2/14/2024	**Long SS:**	
Object ID:	68654		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9815311/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Wawa Food Market# 5213 3950 S Congress Ave Lake Worth, FL 33461
LL Method:	DPHO
Account Owner:	Wawa Florida Llc
Contact:	
Phone:	
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:03.7766

Longitude: 80:05:18.5037

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 22000
Content: Ultra Low Sulfur Diesel
Installed: 11/10/2016
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
L - Compartmented
M - Spill Containment Bucket
N - Flow Shut-Off
P - Level Gauges/Alarms
Piping: F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
N - Approved Synthetic Material
Monitoring: 1 - Continuous Electronic Sensing
3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
H - Mechanical Line Leak Detector
K - Monitor Dbl Wall Pipe Space
L - Automatic Tank Gauging - Usts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 20000
Content: Unleaded Gas
Installed: 11/10/2016
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
P - Level Gauges/Alarms
Piping: F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
N - Approved Synthetic Material
Monitoring: 1 - Continuous Electronic Sensing
3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
H - Mechanical Line Leak Detector
K - Monitor Dbl Wall Pipe Space
L - Automatic Tank Gauging - Usts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 20000
Content: Unleaded Gas
Installed: 11/10/2016
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
P - Level Gauges/Alarms
Piping: F - Double Wall

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

J - Pressurized Piping System
K - Dispenser Liners
N - Approved Synthetic Material

Monitoring:
1 - Continuous Electronic Sensing
3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
H - Mechanical Line Leak Detector
K - Monitor Dbl Wall Pipe Space
L - Automatic Tank Gauging - Usts

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 20000
Content: Unleaded Gas
Installed: 11/10/2016
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
P - Level Gauges/Alarms
Piping: F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
N - Approved Synthetic Material
Monitoring: 1 - Continuous Electronic Sensing
3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
H - Mechanical Line Leak Detector
K - Monitor Dbl Wall Pipe Space
L - Automatic Tank Gauging - Usts

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
16	3 of4	ESE	0.49 / 2,578.21	12.69 / 1	MARATHON- LK WORTH 3950 S CONGRESS AVE PALM SPRINGS FL 33461	STCS

Facility ID: 8514634
Type: A - Retail Station
Status: Closed
Status (OD): REVIEWED
Fac Stat (OD): CLOSED
Fac Code (OD): A
Facility 1: Retail Station
Fac Name (OD): MARATHON- LK WORTH
Address (OD): 3950 S CONGRESS AVE
City (OD): PALM SPRINGS
County (OD): PALM BEACH
Zip5 (OD): 33461
Name (Map): MARATHON- LK WORTH
Address (Map): 3950 S CONGRESS AVE
City (Map): PALM SPRINGS
County (Map): 50
Zip4 (Map): 4125
Zip5 (Map): 33461
Address Line 1: 3950 S Congress Ave
Address Line 2:
City: Palm Springs
County: PALM BEACH
State: FL
Zip: 33461- 4125
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

Clnup Cd (OD): CMPL
Fac Clnup Stat (OD): COMPLETED
Clnup Dt (OD): 2017/05/01
Status (Map): REVIEWED
Contam (Map):
Fac Type (Map): Retail Station
Fac Stat (Map): CLOSED

FDEP Storage Tank Monitoring Open Data Details

Object ID:	5413	***Map Src:***	1994 doqs
X:	-80.0887473611132	***Map Scale:***	3129
Y:	26.6177996388921	***Elevation:***	
Regulated:	NO	***El Datum:***	
Col Meth:	DPHO	***El Resolut:***	
Col Name:	HYDE_J	***El Units:***	
Col Date:	28-May-2003	***ALB East:***	788703.47
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***ALB North:***	296483.8
Ver Meth:	DPHO	***Loc ID:***	43530
Ver Name:	HYDE_J	***Lat DD:***	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Date:	28-May-2003	***Lat SS:***	
OOIC:	FACILITY	***Long DD:***	80
Rel Feat:	EXACT	***Long MM:***	5
Datum:	HARN	***Long SS:***	
Coord Acc:	4		
Col Aff:	CONTRACTOR		
Ver Aff:	CONTRACTOR		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514634/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	43530	***Rel Feat:***	EXACT
Site Type:	Retail Station	***El Datum:***	
Contam Ind:		***El Resolut:***	
Phone:	5614390282	***El Units:***	
Operator:	HASAN RAZA KHAN	***Map Src:***	1994 doqs
Next action:	PLACARD 04-JUN-2015	***Map Scale:***	3129
Fin Respon:		***Coord Acc:***	4
Office:	SED	***Alb East:***	788703.47
OOIC:	FACILITY	***Alb North:***	296483.8
Col Meth:	DPHO	***Datum:***	HARN
Col Name:	HYDE_J	***Elevation:***	
Col Date:	5/28/2003	***Lat DD:***	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	***Lat MM:***	37
Ver Meth:	DPHO	***Lat SS:***	
Ver Name:	HYDE_J	***Long DD:***	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	***Long MM:***	5
Ver Date:	5/28/2003	***Long SS:***	
Object ID:	43530		
Col Aff:	CONTRACTOR		
Ver Aff:	CONTRACTOR		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514634/gis-facility!search		

Storage Tank Contaminated Facility Name & Address Search Details

Name:	Marathon- Lk Worth 3950 S Congress Ave Palm Springs, FL 33461- 4125
LL Method:	DPHO - Autonomous GPS
Account Owner:	Hazara Enterprises Inc
Contact:	Hasan Raza Khan
Phone:	561-439-0282
District:	SED
County 1:	50 - Palm Beach
Latitude:	26:37:04.0787
Longitude:	80:05:19.4905

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No:	1

Size: 10000
Content: Unleaded Gas
Installed: 09/01/1984
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 10000
Content: Unleaded Gas
Installed:
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 10000
Content: Unleaded Gas
Installed: 06/01/2000
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 10000
Content: Unleaded Gas
Installed: 09/01/1984
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 12000
Content: Unleaded Gas
Installed: 06/01/2000
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

16	***4 of4***	***ESE***	***0.49 / 2,578.21***	***12.69 / 1***	***MARATHON- LK WORTH 3950 S CONGRESS AVE PALM SPRINGS FL 33461***	***DWM CONTAM***

Facility ID: 8514634
Site ID: 8514634
Contact:
Phone:

Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:	50	**Primary RP Role:**	
Ftc1 Fac Type ID:	A	**RP Begin Date:**	
Stcm Facility Type:	A	**RP Address1:**	
District:	SED	**RP Address2:**	
Site Status:		**RP City:**	
Section:	20	**RP State:**	
Township:	44S	**RP Zip5:**	
County:	Palm Beach	**RP Zip4:**	
Range:	43E	**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:	MARATHON- LK WORTH		
Description:	Retail Station		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	2/13/2003	**Lat MM:**	37
Discharge Eligibil:	I	**Lat SS:**	3
Eligibility Progrm:		**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	20
Closure Date:	5/11/2004		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	11/14/2001	**Lat MM:**	37
Discharge Eligibil:	I	**Lat SS:**	3
Eligibility Progrm:		**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	20
Closure Date:	1/15/2004		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	2/25/2016	**Lat MM:**	37
Discharge Eligibil:	I	**Lat SS:**	3

Eligibility Progrm:		**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	NFA	**Long SS:**	20
Closure Date:	4/24/2017		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	5/1/2000	**Lat MM:**	37
Discharge Eligibil:	I	**Lat SS:**	3
Eligibility Progrm:		**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	20
Closure Date:	1/15/2004		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:		**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	12/29/1988	**Lat MM:**	37
Discharge Eligibil:	E	**Lat SS:**	3
Eligibility Progrm:	EDI	**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	5
Closure Type:	SRCR	**Long SS:**	20
Closure Date:	5/28/1997		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
17	1 of1	E	0.49 / 2,612.95	13.75 / 2	ASHYLA PROPERTIES LLC 2949 2ND AVE N PALM SPRINGS FL 33461	STCS

Facility ID:	9816399	**Clnup Cd (OD):**	
Type:	C - Fuel User/Non-Retail	**Fac Clnup Stat (OD):**	
Status:	Closed	**Clnup Dt (OD):**	
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	CLOSED	**Contam (Map):**	
Fac Code (OD):	C	**Fac Type (Map):**	Fuel user/Non-retail
Facility 1:	Fuel user/Non-retail	**Fac Stat (Map):**	CLOSED
Fac Name (OD):	ASHYLA PROPERTIES LLC		
Address (OD):	2949 2ND AVE N		
City (OD):	PALM SPRINGS		
County (OD):	PALM BEACH		
Zip5 (OD):	33461		
Name (Map):	ASHYLA PROPERTIES LLC		
Address (Map):	2949 2ND AVE N		
City (Map):	PALM SPRINGS		
County (Map):	50		
Zip4 (Map):	0		
Zip5 (Map):	33461		
Address Line 1:	2949 2nd Ave N		
Address Line 2:			
City:	Palm Springs		
County:	PALM BEACH		
State:	FL		

Zip: 33461
Report Source: FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search

FDEP Storage Tank Monitoring Open Data Details

Object ID:	69853	**Map Src:**	imagerywithroads
X:	-80.0880460833354	**Map Scale:**	564
Y:	26.6198365555589	**Elevation:**	
Regulated:	NO	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	WILLIAMS_CA	**El Units:**	
Col Date:	29-Aug-2018	**ALB East:**	788765.96
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296712.02
Ver Meth:	DPHO	**Loc ID:**	69736
Ver Name:	WILLIAMS_CA	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	29-Aug-2018	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	APPRX	**Long MM:**	5
Datum:	NAD83	**Long SS:**	
Coord Acc:	4		

Col Aff: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Ver Aff: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Direct:
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9816399/gis-facility!search

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	69736	**Rel Feat:**	APPRX
Site Type:	Fuel user/Non-retail	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	5617199146	**El Units:**	
Operator:	BERNARD EASTMAN	**Map Src:**	imagerywithroads
Next action:		**Map Scale:**	564
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	788765.96
OOIC:	FACILITY	**Alb North:**	296712.02
Col Meth:	DPHO	**Datum:**	NAD83
Col Name:	WILLIAMS_CA	**Elevation:**	
Col Date:	8/29/2018	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLIAMS_CA	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	5
Ver Date:	8/29/2018	**Long SS:**	
Object ID:	69736		

Col Aff: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Ver Aff: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9816399/gis-facility!search

Storage Tank Contaminated Facility Name & Address Search Details

Name: Ashyla Properties Llc
2949 2nd Ave N
Palm Springs, FL 33461
LL Method: DPHO
Account Owner: Ashyla Properties Llc
Contact: Bernard Eastman
Phone: 561-719-9146
District: SED
County 1: 50 - Palm Beach
Latitude: 26:37:11.4116
Longitude: 80:05:16.9659

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 3000
Content: Vehicular Diesel
Installed:
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 3000
Content: Vehicular Diesel
Installed:
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 3000
Content: Vehicular Diesel
Installed:
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 3000
Content: Vehicular Diesel
Installed:
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

18	1 of5	W	0.50 / 2,632.97	18.83 / 7	**7-ELEVEN STORE #40339** **3981 LAKE WORTH RD** **LAKE WORTH FL 33461-4055**	LST

Facility ID: 8514686
Facility Status: OPEN
Facility Type: A - Retail Station
Feature:
Method: AGPS
Rank: 1410
Operator: DAVID PETERSEN
Phone: (407)405-2995
Name Changed: 01/26/2018
Address Changed: 09/01/2020
Prim Related Party: 20385

Score: 30
Score Effctve Date: 09/02/2011
Score when Ranked: 65
Facility Name: 7-ELEVEN STORE #40339
Address1: 3981 LAKE WORTH RD
Address2:
City: LAKE WORTH
State: FL
Zip5: 33461
Zip4: 4055
District: SED

Primary RP Role:	ACCOUNT OWNER	**County:**	PALM BEACH
RP Begin Date:	01/26/2018	**County No:**	50
RP Name:	7-ELEVEN INC.	**Datum:**	0
RP Address1:	PO BOX 711	**Lat DD:**	26
RP Address2:	ATTN: MGR-FL REGION GAS & ENVIRN COMPL	**Lat MM:**	37
RP City:	Dallas	**Lat SS:**	6.1209
RP State:	TX	**Long DD:**	80
RP Zip5:	75221	**Long MM:**	6
RP Zip4:	711	**Long SS:**	17.8639
Contact:	DAVID PETERSEN | MILEI AVILES | JENNIFER DART	**Section:**	019
RP Phone:	(407)403-2995	**Township:**	44S
RP Phone Ext.:		**Range:**	42E
RP Bad Addr Ind:	No		

Facility ID (Map):	8514686
Facility Type (Map):	Retail Station
Facility Status (Map):	OPEN
Facility Name (Map):	7-ELEVEN STORE #40339
Address (Map):	3981 LAKE WORTH RD
City (Map):	LAKE WORTH
Zip5 (Map):	33461
County (Map):	PALM BEACH
Lat DD (Map):	26
Lat MM (Map):	37
Lat SS (Map):	
Long DD (Map):	80
Long MM (Map):	6
Long SS (Map):	
Datum (Map):	NAD83
Geometry (Map):	
Rel Feat (Map):	EXACT
Collection (Map):	DPHO
Collector (Map):	WILLIAMS_CA
Collection Date (Map):	2/14/2024
Document Link (Map):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514686/facility!search
Oculus Docs Inventory:	https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=8514686&CAT=11
Information Portal Fac URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=8514686
Information Portal Doc URL:	http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514686/facility!search
Source:	DEP; Storage Tanks & Contamination Monitoring, Discharge Info.; FDEP Open Data, Petroleum Contamination Monitoring (PCTS) Discharges (Map)

Discharge Cleanup Summary

Discharge Date:	05/26/1988
Cleanup Required:	R - CLEANUP REQUIRED
Discharge Cleanup Status:	SRCR - SRCR COMPLETE
Discharge Cleanup Stat Date:	08/05/2014
Eligibility Indicator:	E - ELIGIBLE
Site Manager:	RIAL_S
Site Manager End Date:	08/05/2014
Tank Office:	PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:	0
Contaminated Mntring Wells:	YES
Contaminated Soil:	YES
Contaminated Surface Water:	NO
Contaminated Ground Water:	YES
Pollutant:	Z - Other Non Regulated
Other Description:	UNKNOWN
Gallons Discharged:	

Petroleum Cleanup Program Eligibility

Cleanup Program: E - EARLY DETECTION INCENTIVE
Eligibility Status: ELIGIBLE

Task Info

SA Task ID:	39249	**SR Soil Treatment:**	
SA Cleanup Resp:	RP - RESPONSIBLE PARTY	**SR Other Treatment:**	
SA Actual Cost:		**SR Alt Proc Rec:**	07-12-2010
SA Complete Date:	01-31-1995	**RAP Task ID:**	39250
SA Payment Date:		**RAP Clean Resp ID:**	RP - RESPONSIBLE PARTY
SR Task ID:	39248	**RAP Actual Cost:**	
SR Cleanup Resp:	RP - RESPONSIBLE PARTY	**RAP Complete Date:**	11-30-2000
SR Actual Cost:		**RAP Payment Date:**	
SR Complete Date:	08-11-2010	**RAP Last Ord Appr:**	
SR Payment Date:		**RA Task ID:**	64679
SR Oral Date:		**RA Cleanup Resp:**	-
SR Written Date:		**RA Yrs to Complete:**	0
SR Soil Removal:	Yes	**RA Actual Cost:**	
SR Free Prod Rmvl:		**Tank Office:**	PCLP50 - Palm Beach County
SR Soil Ton Remove:	865		

SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status: A
SR Alt Procedure Status Dt: 07-13-2010
SR Alt Procedure Comment: SOURCE REMOVAL: ADD ORC-A TO BASE OF EXCAVATION
SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT
SRC Submit Date: 3/17/2014
SRC Review Date: 04-11-2014
SRC Complete Status: A - APPROVED
SRC Comp Status Dt: 06-26-2014
SRC Issue Date: 08-05-2014
SRC Comments:

Discharge Cleanup Summary

Discharge Date: 04/26/1995
Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED
Discharge Cleanup Stat Date: 04/23/2001
Eligibility Indicator: I - INELIGIBLE
Site Manager: RIAL_S
Site Manager End Date: 09/24/2008
Tank Office: PCLP50 - PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells:
Contaminated Soil:
Contaminated Surface Water:
Contaminated Ground Water:
Pollutant: D - Vehicular Diesel
Other Description:
Gallons Discharged:

Contaminated Media

Contaminated Drinking Wells:
Contaminated Mntring Wells:
Contaminated Soil:
Contaminated Surface Water:
Contaminated Ground Water:

Pollutant: B - Unleaded Gas
Other Description:
Gallons Discharged:

Petroleum Cleanup Program Eligibility

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM
Eligibility Status: INELIGIBLE

Task Info

SA Task ID:
SA Cleanup Resp: -
SA Actual Cost:
SA Complete Date:
SA Payment Date:
SR Task ID:
SR Cleanup Resp: -
SR Actual Cost:
SR Complete Date:
SR Payment Date:
SR Oral Date:
SR Written Date:
SR Soil Removal:
SR Free Prod Rmvl:
SR Soil Ton Remove:
SR Fund Elig Type: -
SA Fund Elig Type: -
RAP Fund Elig Type: -
RA Fund Elig Type: -
SR Alternate Procedure Status:
SR Alt Procedure Status Dt:
SR Alt Procedure Comment:
SRC Action Type: -
SRC Submit Date:
SRC Review Date:
SRC Complete Status: -
SRC Comp Status Dt:
SRC Issue Date:
SRC Comments:

SR Soil Treatment:
SR Other Treatment:
SR Alt Proc Rec:
RAP Task ID:
RAP Clean Resp ID: -
RAP Actual Cost:
RAP Complete Date:
RAP Payment Date:
RAP Last Ord Appr:
RA Task ID:
RA Cleanup Resp: -
RA Yrs to Complete:
RA Actual Cost:
Tank Office: PCLP50 - Palm Beach County

Petroleum Cleanup Funding Cap Encumbrance to Date

FCFS: $47,211.99
LPSPASM: $0.00
SPASM: $0.00
NPDES: $0.00
Utility 1 Time Payments: $29,740.48
All Wo Ta Co Pos Encumbered: $546,442.95
Wo Ta Co Pos Exclu from Cap: $49,536.85
Ttl Amnt Encumbered to Date: $623,395.42
Ttl Amnt Encumbered Towar: $573,858.57

Petroleum Cleanup PCT Facility Score

Related Party ID: 20385
RP Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART
Facility Cleanup Status: CMPL - COMPLETED
Bad Address Indicator: N

Discharge Info (Map)

Discharge: 16580
Eligibility: ELIGIBLE

Discharge 1:	26-May-1988	**Eligibility 1:**	EDI
Discharge 2:	30	**Report Pha:**	COMPLETED
Discharge 3:	SRCR	**Report Sub:**	COMPLETED
General Cl:	CLOSURE	**Report S 1:**	05-Aug-2014
Disch Clea:	05-Aug-2014	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

Discharge Info (Map)

Discharge:	16579	**Eligibility:**	INELIGIBLE
Discharge 1:	26-Apr-1995	**Eligibility 1:**	
Discharge 2:	0	**Report Pha:**	COMPLETED
Discharge 3:	NREQ	**Report Sub:**	COMPLETED
General Cl:	NO CLEANUP REQUIRED	**Report S 1:**	23-Apr-2001
Disch Clea:	23-Apr-2001	**Staff Assi:**	
Tank Offic:	PALM BEACH CNTY ENVIRONMENTAL RESOURCES MGMT		

AST UST Discharges

Dep Co:	C	**Long MM:**	6
CU Req:	R	**Long SS:**	18
Score:	00030	**Stat Desc:**	SRCR COMPLETE
Descrip:	CLEANUP REQUIRED	**Fac Name:**	7-ELEVEN STORE #40339
Discharge Date:	26-MAY-88	**Fac Type:**	A
Score Date:	02-SEP-2011	**Type Desc:**	Retail Station
Stat Date:	05-AUG-2014	**Fac Addr:**	3981 LAKE WORTH RD
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	6	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	4074052995
Prg Desc:	EARLY DETECTION INCENTIVE		

AST UST Discharges

Dep Co:	C	**Long MM:**	6
CU Req:	N	**Long SS:**	18
Score:		**Stat Desc:**	CLEANUP NOT REQUIRED
Descrip:	NO CLEANUP REQUIRED	**Fac Name:**	7-ELEVEN STORE #40339
Discharge Date:	26-APR-95	**Fac Type:**	A
Score Date:	18-AUG-1999	**Type Desc:**	Retail Station
Stat Date:	23-APR-2001	**Fac Addr:**	3981 LAKE WORTH RD
LL Meth:	AGPS	**Fac City:**	LAKE WORTH
Lat DD:	26	**Fac Zip:**	33461
Lat MM:	37	**County:**	50
Lat SS:	6	**Fac State:**	OPEN
Long DD:	80	**Fac Phone:**	4074052995
Prg Desc:			

Eligible Discharges

Program:	EDI
Current Status:	CLOSED
Discharge Date:	05/26/1988
Score:	30
Facility:	7-ELEVEN STORE #40339
Address:	3981 LAKE WORTH RD
City:	LAKE WORTH
Zip:	33461
County:	PALM BEACH
Owner:	7-ELEVEN INC.
Owner Address:	PO BOX 711
Owner City:	Dallas
Owner State:	TX

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Owner Zip: 75221
Owner Phone: (407)403-2995
Owner Email: DAVID.PETERSEN@7-11.COM

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18 | **2 of5** | **W** | **0.50 / 2,632.97** | **18.83 / 7** | **SUNOCO #0612-4507**
3981 LK WORTH RD
LAKE WORTH FL 33461

DEL CONTAM SITE

Prgm Site ID: 8514686
Remedi Status: ACTIVE
Priority Score: 45
Program Area: Petroleum
Program Eligible: Y
Ineligible: Y
Offsite Contam: N
Dt Known Offsite:
Proj Manager: RIAL_S
Office District: PCLP50
Original Source: CS
Record Date: 31-MAR-2015

Record Date:
County: PALM BEACH
Method: DPHO
Datum: HARN
Lat DD: 26
Lat MM: 37
Lat SS: 5.7207
Long DD: 80
Long MM: 6
Long SS: 17.5088

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18 | **3 of5** | **W** | **0.50 / 2,632.97** | **18.83 / 7** | **SUNOCO #0612-4507**
3981 LK WORTH RD
LAKE WORTH FL 33461

DWM CONTAM

Facility ID: 8514686
Site ID:
Program Area: Petroleum
Facility Type:
Fac Type:
County ID:
Ftc1 Fac Type ID:
Stcm Facility Type:
District:
Site Status:
Section:
Township:
County: PALM BEACH
Range:
Rank:
Operator:
Name Changed:
Addr Changed:
Facility Name:
Description:

Contact:
Phone:
Method:
Datum:
Related Party ID:
Primary RP Role:
RP Begin Date:
RP Address1:
RP Address2:
RP City:
RP State:
RP Zip5:
RP Zip4:
RP Phone:
RP Extension:
RP Bad Addr Ind:
RP Name:

Program Details

Facility Status: ACTIVE
Offsite Contam: N
Priority Score: 45
Project Coordinato: RIAL_S
Program Eligible: Y
Ineligible: Y
Program Area:
Site Manager:
Discharge Date:
Discharge Eligibil:
Eligibility Progrm:
Cleanup Status:
Closure Type:
Closure Date:

Staff Assigned:
Priority:
Score Effective Dt:
Score When Ranked:
District: PCLP50
Datum: HARN
Method: DPHO
Lat DD: 26
Lat MM: 37
Lat SS: 5.7207
Long DD: 80
Long MM: 6
Long SS: 17.5088

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
18	4 of5	W	0.50 / 2,632.97	18.83 / 7	7-ELEVEN STORE #40339 3981 LAKE WORTH RD LAKE WORTH FL 33461	STCS

Facility ID:	8514686	**Clnup Cd (OD):**	CMPL
Type:	A - Retail Station	**Fac Clnup Stat (OD):**	COMPLETED
Status:	Open	**Clnup Dt (OD):**	2017/06/07
Status (OD):	REVIEWED	**Status (Map):**	REVIEWED
Fac Stat (OD):	OPEN	**Contam (Map):**	
Fac Code (OD):	A	**Fac Type (Map):**	Retail Station
Facility 1:	Retail Station	**Fac Stat (Map):**	OPEN
Fac Name (OD):	7-ELEVEN STORE #40339		
Address (OD):	3981 LAKE WORTH RD		
City (OD):	LAKE WORTH		
County (OD):	PALM BEACH		
Zip5 (OD):	33461		
Name (Map):	7-ELEVEN STORE #40339		
Address (Map):	3981 LAKE WORTH RD		
City (Map):	LAKE WORTH		
County (Map):	50		
Zip4 (Map):	4055		
Zip5 (Map):	33461		
Address Line 1:	3981 Lake Worth Rd		
Address Line 2:			
City:	Lake Worth		
County:	PALM BEACH		
State:	FL		
Zip:	33461- 4055		
Report Source:	FDEP Geospatial Open Data - Registered Tanks from Storage Tank Contamination Monitoring (STCM) (OD); FDEP Geospatial Open Data - Storage Tank Contamination Monitoring (STCM) (Map); Storage Tank Contaminated Facility Name and Address Search		

FDEP Storage Tank Monitoring Open Data Details

Object ID:	5526	**Map Src:**	imagerywithroads
X:	-80.1049621944464	**Map Scale:**	564
Y:	26.6183669166703	**Elevation:**	
Regulated:	YES	**El Datum:**	
Col Meth:	DPHO	**El Resolut:**	
Col Name:	WILLIAMS_CA	**El Units:**	
Col Date:	14-Feb-2024	**ALB East:**	787090.5700000001
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**ALB North:**	296495.74
Ver Meth:	DPHO	**Loc ID:**	43555
Ver Name:	WILLIAMS_CA	**Lat DD:**	26
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Date:	14-Feb-2024	**Lat SS:**	
OOIC:	FACILITY	**Long DD:**	80
Rel Feat:	EXACT	**Long MM:**	6
Datum:	NAD83	**Long SS:**	
Coord Acc:	4		
Col Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Ver Aff:	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
Direct:			
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514686/gis-facility!search		

FDEP Open Data - Storage Tank Contamination Monitoring (STCM)

Loc ID:	43555	**Rel Feat:**	EXACT
Site Type:	Retail Station	**El Datum:**	
Contam Ind:		**El Resolut:**	
Phone:	4074052995	**El Units:**	
Operator:	DAVID PETERSEN	**Map Src:**	imagerywithroads
Next action:	PLACARD 19-JUN-2024	**Map Scale:**	564
Fin Respon:		**Coord Acc:**	4
Office:	SED	**Alb East:**	787090.5700000001
OOIC:	FACILITY	**Alb North:**	296495.74
Col Meth:	DPHO	**Datum:**	NAD83

Col Name:	WILLIAMS_CA	**Elevation:**	
Col Date:	2/14/2024	**Lat DD:**	26
Col Prog:	TANKS-PETROLEUM CONTAMINATION	**Lat MM:**	37
Ver Meth:	DPHO	**Lat SS:**	
Ver Name:	WILLIAMS_CA	**Long DD:**	80
Ver Prog:	TANKS-PETROLEUM CONTAMINATION	**Long MM:**	6
Ver Date:	2/14/2024	**Long SS:**	
Object ID:	43555		

Col Aff: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Ver Aff: FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/8514686/gis-facility!search

Storage Tank Contaminated Facility Name & Address Search Details

Name: 7-Eleven Store #40339
3981 Lake Worth Rd
Lake Worth, FL 33461- 4055
LL Method: DPHO - Autonomous GPS
Account Owner: 7-Eleven Inc.
Contact: David Petersen
Phone: 407-405-2995
District: SED
County 1: 50 - Palm Beach
Latitude: 26:37:06.1209
Longitude: 80:06:17.8639

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 1
Size: 10000
Content: Unleaded Gas
Installed: 07/01/1976
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 2
Size: 10000
Content: Unleaded Gas
Installed: 07/01/1976
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 4
Size: 10000
Content: Vehicular Diesel
Installed: 08/01/1988
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 6
Size: 20000
Content: Unleaded Gas
Installed: 09/01/2010
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 1 - Continuous Electronic Sensing
3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
H - Mechanical Line Leak Detector
K - Monitor Dbl Wall Pipe Space

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 5
Size: 20000
Content: Unleaded Gas
Installed: 09/01/2010
Placement: UNDER
Status: In Service
Construction: E - Fiberglass
I - Double Wall
M - Spill Containment Bucket
N - Flow Shut-Off
O - Tight Fill
P - Level Gauges/Alarms
Piping: C - Fiberglass
F - Double Wall
J - Pressurized Piping System
K - Dispenser Liners
Monitoring: 1 - Continuous Electronic Sensing
3 - Electronic Monitor Pipe Sumps
5 - Electronic Monitor Dispenser Liners
F - Monitor Dbl Wall Tank Space
H - Mechanical Line Leak Detector
K - Monitor Dbl Wall Pipe Space

FDEP - Registered Tanks from Storage Tank Contamination Monitoring (STCM) Details

Tank No: 3
Size: 10000
Content: Unleaded Gas
Installed: 07/01/1976
Placement: UNDER
Status: Removed from Site
Construction:
Piping:
Monitoring:

18	*5 of5*	*W*	*0.50 / 2,632.97*	*18.83 / 7*	***7-ELEVEN STORE #40339*** ***3981 LAKE WORTH RD*** ***LAKE WORTH FL 33461***	***DWM CONTAM***

Facility ID: 8514686 ***Contact:***
Site ID: 8514686 ***Phone:***

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Program Area:		**Method:**	
Facility Type:		**Datum:**	
Fac Type:		**Related Party ID:**	
County ID:	50	**Primary RP Role:**	
Ftc1 Fac Type ID:	A	**RP Begin Date:**	
Stcm Facility Type:	A	**RP Address1:**	
District:	SED	**RP Address2:**	
Site Status:		**RP City:**	
Section:	19	**RP State:**	
Township:	44S	**RP Zip5:**	
County:	Palm Beach	**RP Zip4:**	
Range:	42E	**RP Phone:**	
Rank:		**RP Extension:**	
Operator:		**RP Bad Addr Ind:**	
Name Changed:		**RP Name:**	
Addr Changed:			
Facility Name:	7-ELEVEN STORE #40339		
Description:	Retail Station		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	30	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	5/26/1988	**Lat MM:**	37
Discharge Eligibil:	E	**Lat SS:**	6
Eligibility Progrm:	EDI	**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	6
Closure Type:	SRCR	**Long SS:**	18
Closure Date:	8/5/2014		

Program Details

Facility Status:		**Staff Assigned:**	
Offsite Contam:		**Priority:**	
Priority Score:	30	**Score Effective Dt:**	
Project Coordinato:		**Score When Ranked:**	
Program Eligible:		**District:**	
Ineligible:		**Datum:**	0
Program Area:	PETROLEUM	**Method:**	AGPS
Site Manager:		**Lat DD:**	26
Discharge Date:	4/26/1995	**Lat MM:**	37
Discharge Eligibil:	I	**Lat SS:**	6
Eligibility Progrm:		**Long DD:**	80
Cleanup Status:	CLOSED-STCM	**Long MM:**	6
Closure Type:	NREQ	**Long SS:**	18
Closure Date:	4/23/2001		

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
19	1 of2	ESE	0.59 / 3,102.24	11.88 / 0	Palm Beach State College 4200 S Congress Ave Lake Worth FL 33461-4705	CLEANUP DEP

Source Database:	ERIC	**Verifer Username:**	HOOD_J
Source Database ID:	ERIC_7408	**Verif Status:**	REVIEWED
RSC2 Remed Status:	OPEN	**Verifer Affiliatn:**	
Collect Username:	HOOD_J	**Verification Date:**	2019/03/07
Collect Date:	2019/03/07	**Verif Coord Method:**	DPHO
Collect Affiliatn:		**DC4 Datum ID:**	WGS84
OIC Object:	FACIL	**Interpolat:**	0
PC2 Proximity ID:	VICIN	**Map Source:**	
CALC Coord Acc:	1	**Map Sour 1:**	0

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Coordinate Method:	DPHO	**County:**	PALM BEACH
Cc2 County:	50	**Latitude D:**	26
Oc3 Office:	SED	**Latitude M:**	36
Point Y:	26.6132784811086	**Longitude D:**	80
Point X:	-80.0830325255573	**Longitude M:**	4
Geometry:			

Details

Object ID:	8412
CPAC Program Area ID:	SOL
CLCC Cleanup Category Key:	PFAS
DEP Cleanup Site Key:	79967681
Data Load Date:	2024/05/29
Comments:	Alternate ID: ERIC_7408
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7408/facility!search

Details

Object ID:	8080
CPAC Program Area ID:	SI
CLCC Cleanup Category Key:	OTHCU
DEP Cleanup Site Key:	79967593
Data Load Date:	2024/05/29
Comments:	Alternate ID:
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7408/facility!search

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Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
19	2 of2	ESE	0.59 / 3,102.24	11.88 / 0	**Palm Beach State College** **4200 S Congress Ave** **Lake Worth FL 33461**	ERIC

Eric ID:	ERIC_7408	**Offste Contami Key:**	CONTAMUNKNOWN
Site Status:	OPEN	**Se Anno Cad Data:**	
Source Facility ID:	133064	**State:**	FL
District:	SED	**County Name:**	Palm Beach
WMD:	SFWMD	**County ID:**	50
ICR Indicator:	NO	**Datum ID:**	WGS84
Discharge Date:		**Geometry:**	
Method ID:	DPHO	**X:**	-80.0830325255573
Object of Interest:	FACIL	**Y:**	26.6132784811086
Proximit to Object:	VICIN	**Lat DD:**	26
Collector Username:	HOOD_J	**Lat MM:**	36
Collect Date:	3/7/2019	**Lat SS:**	
Map Source:		**Long DD:**	80
Map Source Scale:	0	**Long MM:**	4
Intrpolation Scale:	0	**Long SS:**	
Coord Accuracy ID:	1	**Gis Albx:**	789287.161045
Site Phase Dsc:	Phase 1 - Initial Assessment	**Gis Alby:**	296000.191596
Site Name:	Palm Beach State College		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_7408/gis-facility!search		

Program Details

Program:	State-owned Lands Cleanup Program
Program Type:	SOLCP
Program Status:	ACTIVE
Site Manager:	Dennis Jensen

Program Details

Program:	Site Investigation Section
Program Type:	SIS
Program Status:	ACTIVE

Site Manager: Dennis Jensen

Program Details

Program: Site Investigation Section
Program Type: SIS
Program Status: COMPLETE
Site Manager: Dennis Jensen

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20 | ***1 of2*** | ***NNW*** | ***0.65 / 3,431.92*** | ***15.42 / 4*** | ***PALM SPRINGS AMERICAN CESARS AUTO REPAIR 3750 10TH AVENUE NORTH LAKE WORTH FL*** | ***WCRPS***

Site ID: 176560
Datum ID: WGS84
Method ID: DGPS
Feature:
Object of Interest: CAP_RAP SITE
Proximity to Object: APPRX
Interpolation Scale:
Map Source:
Map Source Scale:
Collect Program ID: CR
Collect Username: SMITH_LA
Collect Affiliation: Florida Department of Environmental Protection
Verifying Program ID:
Verify Method ID:
Verifier Username:
Verifier Affiliation:
Project Name: PALM SPRINGS AMERICAN CESARS AUTO REPAIR
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/COM_176560/gis-facility!search

Coord Accuracy ID: 3
Zip5: 33461
Zip4:
County ID: 50
County: PALM BEACH
Lat DD: 26
Lat MM: 37
Long DD: 80
Long MM: 6

Project Details

Project ID: 322328
OGC No:
Status: CLOSED
Priority Score:
Offsite COC: Y
Contaminants:

District: SED
GIS ALBX: 787463.83
GIS ALBY: 297676.17
Source: Closed Responsible Party Sites

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20 | ***2 of2*** | ***NNW*** | ***0.65 / 3,431.92*** | ***15.42 / 4*** | ***Cesar's Auto Repair 3750 10TH AVENUE NORTH LAKE WORTH FL 33461*** | ***ERIC***

Eric ID: ERIC_10732
Site Status: CLOSED
Source Facility ID: 40624
District: SED
WMD: SFWMD
ICR Indicator: NO
Discharge Date:
Method ID:
Object of Interest: CAP_R
Proximit to Object: APPRX
Collector Username: SMITH_LA
Collect Date:
Map Source:
Map Source Scale: 0
Intrpolation Scale: 0
Coord Accuracy ID: 3
Site Phase Dsc: Phase 5 - Cleanup Complete
Site Name: PALM SPRINGS AMERICAN CESARS AUTO REPAIR
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_10732/gis-facility!search

Offste Contami Key: CONTAMNOSCHOOL
Se Anno Cad Data:
State: FL
County Name: Palm Beach
County ID: 50
Datum ID: WGS84
Geometry:
X: -80.1008334001293
Y: 26.6288888433464
Lat DD: 26
Lat MM: 37
Lat SS:
Long DD: 80
Long MM: 6
Long SS:
Gis Albx: 787463.8300000001
Gis Alby: 297676.17

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Program Details

Program:	Responsible Party Cleanup
Program Type:	RESPONSPARTY
Program Status:	COMPLETE
Site Manager:	Nikol Havranek

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
21	1 of1	NNW	0.70 / 3,696.44	14.65 / 3	KYLE'S LANDSCAPING 3751 10th Ave N Lake Worth FL 33461	ERIC

Eric ID:	ERIC_15206	***Offste Contami Key:***	CONTAMUNKNOWN
Site Status:	CLOSED	***Se Anno Cad Data:***	
Source Facility ID:	139725	***State:***	FL
District:	SED	***County Name:***	Palm Beach
WMD:	SFWMD	***County ID:***	50
ICR Indicator:	NO	***Datum ID:***	WGS84
Discharge Date:		***Geometry:***	
Method ID:	DPHO	***X:***	-80.1012810431433
Object of Interest:	FACIL	***Y:***	26.6295331373072
Proximit to Object:	CENTR	***Lat DD:***	26
Collector Username:	WILLIAMS_CA	***Lat MM:***	37
Collect Date:	4/27/2021	***Lat SS:***	
Map Source:	hybrid	***Long DD:***	80
Map Source Scale:	2257	***Long MM:***	6
Intrpolation Scale:	0	***Long SS:***	
Coord Accuracy ID:	0	***Gis Albx:***	787417.1012
Site Phase Dsc:	Phase 0 - Discovery	***Gis Alby:***	297746.2514
Site Name:	KYLE'S LANDSCAPING		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_15206/gis-facility!search		

Program Details

Program:	Responsible Party Cleanup
Program Type:	RESPONSPARTY
Program Status:	COMPLETEWITHCOND
Site Manager:	La Smith

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB
22	1 of4	NE	0.72 / 3,797.81	12.82 / 1	PALM SPRINGS ASSOCIATES 3321 SOUTH CONGRESS AVE PALM SPRINGS FL	WCRPS

Site ID:	69480	***Coord Accuracy ID:***	3
Datum ID:	NAD83	***Zip5:***	33461
Method ID:	DPHO	***Zip4:***	
Feature:	NE OF FRONT OF LAUNDRY	***County ID:***	50
Object of Interest:	CAP_RAP SITE	***County:***	PALM BEACH
Proximity to Object:	APPRX	***Lat DD:***	26
Interpolation Scale:	5000	***Lat MM:***	37
Map Source:	IMAGERY_11_13	***Long DD:***	80
Map Source Scale:	5000	***Long MM:***	5
Collect Program ID:	CR		
Collect Username:	WIERZBICKI_P		
Collect Affiliation:	Florida Department of Environmental Protection		
Verifying Program ID:	CL		
Verify Method ID:	DPHO		
Verifier Username:	WIERZBICKI_P		
Verifier Affiliation:	Florida Department of Environmental Protection		
Project Name:	PALM SPRINGS ASSOCIATES		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/COM_69480/gis-facility!search		

Project Details

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Project ID:	74975	**District:**	SED
OGC No:		**GIS ALBX:**	788542.09
Status:	CLOSED	**GIS ALBY:**	297634.63
Priority Score:		**Source:**	Closed Responsible Party Sites
Offsite COC:			
Contaminants:			

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22 | **2 of4** | **NE** | **0.72 / 3,797.81** | **12.82 / 1** | **Palm Springs Plaza Cleaners - Former**
3321 S Congress Ave
Palm Springs FL 33461-3072 | **CLEANUP DEP**

Source Database:	ERIC	**Verifer Username:**	ERIC_HAZARD_INIT_LOAD
Source Database ID:	ERIC_5200	**Verif Status:**	REVIEWED
RSC2 Remed Status:	ONHOLD	**Verifer Affiliatn:**	
Collect Username:	ERIC_HAZARD_INIT_LOAD	**Verification Date:**	2016/06/23
Collect Date:	2016/06/23	**Verif Coord Method:**	WGPS
Collect Affiliatn:		**DC4 Datum ID:**	NAD83
OIC Object:	FACIL	**Interpolat:**	0
PC2 Proximity ID:	ENTRA	**Map Source:**	
CALC Coord Acc:	3	**Map Sour 1:**	0
Coordinate Method:	WGPS	**County:**	PALM BEACH
Cc2 County:	50	**Latitude D:**	26
Oc3 Office:	SED	**Latitude M:**	37
Point Y:	26.6268542857823	**Longitude D:**	80
Point X:	-80.0899969135691	**Longitude M:**	5
Geometry:			

Details

Object ID:	1868
CPAC Program Area ID:	DC
CLCC Cleanup Category Key:	OTHCU
DEP Cleanup Site Key:	79958285
Data Load Date:	2024/05/29
Comments:	Alternate ID: 509601086
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_5200/facility!search

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22 | **3 of4** | **NE** | **0.72 / 3,797.81** | **12.82 / 1** | **Ocean Cleaners**
3321 SOUTH CONGRESS AVE
PALM SPRINGS FL 33461 | **ERIC**

Eric ID:	ERIC_10467	**Offste Contami Key:**	CONTAMUNKNOWN
Site Status:	CLOSED	**Se Anno Cad Data:**	
Source Facility ID:	44638	**State:**	FL
District:	SED	**County Name:**	Palm Beach
WMD:	SFWMD	**County ID:**	50
ICR Indicator:	NO	**Datum ID:**	NAD83
Discharge Date:		**Geometry:**	
Method ID:	DPHO	**X:**	-80.090003052553
Object of Interest:	CAP_R	**Y:**	26.6282073321128
Proximit to Object:	APPRX	**Lat DD:**	26
Collector Username:	WIERZBICKI_P	**Lat MM:**	37
Collect Date:		**Lat SS:**	
Map Source:	IMAGERY_11_13	**Long DD:**	80
Map Source Scale:	5000	**Long MM:**	5
Intrpolation Scale:	5000	**Long SS:**	
Coord Accuracy ID:	3	**Gis Albx:**	788542.09
Site Phase Dsc:	Phase 1 - Initial Assessment	**Gis Alby:**	297634.63
Site Name:	PALM SPRINGS ASSOCIATES		
Documents:	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_10467/gis-facility!search		

Program Details

Program:	Responsible Party Cleanup

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Program Type: RESPONSPARTY
Program Status: COMPLETE
Site Manager: La Smith

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22 | **4 of4** | **NE** | **0.72 / 3,797.81** | **12.82 / 1** | **PALM SPRINGS PLAZA CLEANERS (FORMERLY)**
3321 S Congress Ave
Palm Springs FL 33461 | **ERIC**

Eric ID:	ERIC_5200	**Offste Contami Key:**	CONTAMUNKNOWN
Site Status:	ONHOLD	**Se Anno Cad Data:**	
Source Facility ID:	9601086	**State:**	FL
District:	SED	**County Name:**	Palm Beach
WMD:	SFWMD	**County ID:**	50
ICR Indicator:	NO	**Datum ID:**	NAD83
Discharge Date:		**Geometry:**	
Method ID:	WGPS	**X:**	-80.0899969135691
Object of Interest:	FACIL	**Y:**	26.6268542857823
Proximit to Object:	ENTRA	**Lat DD:**	26
Collector Username:	ERIC_HAZARD_INIT_LOAD	**Lat MM:**	37
Collect Date:	6/23/2016	**Lat SS:**	
Map Source:		**Long DD:**	80
Map Source Scale:	0	**Long MM:**	5
Intrpolation Scale:	0	**Long SS:**	
Coord Accuracy ID:	3	**Gis Albx:**	788547.461557
Site Phase Dsc:	Phase 1 - Initial Assessment	**Gis Alby:**	297484.522207

Site Name: Palm Springs Plaza Cleaners - Former
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_5200/gis-facility!search

Program Details

Program: Drycleaning Solvent Cleanup Program
Program Type: DRYCLEANING
Program Status: AWAITFUND
Site Manager:

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23 | **1 of1** | **NW** | **0.75 / 3,958.85** | **16.91 / 5** | **Dixie Paint Store**
Kirk Road
Lake Worth FL 33466 | **ERIC**

Eric ID:	ERIC_5647	**Offste Contami Key:**	CONTAMUNKNOWN
Site Status:	CLOSED	**Se Anno Cad Data:**	
Source Facility ID:	130699	**State:**	FL
District:	SED	**County Name:**	Palm Beach
WMD:	SFWMD	**County ID:**	50
ICR Indicator:	NO	**Datum ID:**	NAD83
Discharge Date:		**Geometry:**	
Method ID:	ADDM	**X:**	-80.1044444692172
Object of Interest:	DISCH	**Y:**	26.6286110633858
Proximit to Object:	APPRX	**Lat DD:**	26
Collector Username:	WIEGAND, GEORGE	**Lat MM:**	37
Collect Date:	6/1/1987	**Lat SS:**	
Map Source:		**Long DD:**	80
Map Source Scale:	0	**Long MM:**	6
Intrpolation Scale:	0	**Long SS:**	
Coord Accuracy ID:	3	**Gis Albx:**	787106.088066
Site Phase Dsc:	Phase 1 - Initial Assessment	**Gis Alby:**	297634.007826

Site Name: Dixie Paint Store Part A-1987
Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_5647/gis-facility!search

Program Details

Program: Site Investigation Section
Program Type: SIS
Program Status: COMPLETE

Map Key	Number of Records	Direction	Distance (mi/ft)	Elev/Diff (ft)	Site	DB

Site Manager:

Unplottable Summary

Total: 5 Unplottable sites

DB	Company Name/Site Name	Address	City	Zip	ERIS ID
AST	PALM BEACH CNTY ECR 195 PUMP	LAKE WORTH RD	LAKE WORTH FL	33463	894392252
		Facility ID* | *Facility Status: 9600448 | CLOSED ***Tank Status* | *Status Date:*** B - REMOVED FROM SITE | 01-DEC-2001, B - REMOVED FROM SITE | 01-MAR-1996			
HIST RISK	Keys Auto Service	North A sw cor N 2d av	West Palm Beach FL		923741825
HIST RISK	Keys & Reds Garage	2d av North sw	Lake Worth FL		923728986
SPILLS		TP near Lake Worth Road	LAKE WORTH FL		813621116
		Incident No* | *Incident Date: 21434 | 08/05/2002			
SWF/LF	DAVIS ROAD DUMP	BETWEEN DAVIS RD & ELIZABETH	LAKE WORTH FL	33461	813521103

Unplottable Report

Site: ***PALM BEACH CNTY ECR 195 PUMP***
LAKE WORTH RD LAKE WORTH FL 33463

AST

Facility ID:	9600448	***County:***	PALM BEACH
Facility Status:	CLOSED	***Lat/Long Method:***	
Facility Type:	I	***Lat DD:***	
Type Desc:	County Government	***Lat MM:***	
Facility Phone:	5616413429	***Lat SS:***	
Dep Co:	P	***Long DD:***	
Owner ID:	16182	***Long MM:***	
Owner Phone:	5614936291	***Long SS:***	

Owner: PALM BEACH CNTY WATER UTILITIES DEPT
Owner Address1: 8100 Forest Hill Blvd
Owner Address2: Attn: Storage Tank Regis
Owner City: West Palm Beach
Owner State: FL
Owner Zip 5: 33413
Contact: BRET HAMMELL OR DEPUTY DIR 561-493-6128
Data Source: Tank Facility - All Locations and Tank Information; Tank Facility - All Locations and Owner Information
Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=9600448&CAT=11
Information Portal Fac URL: http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=9600448
Information Portal Doc URL: http://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/9600448/facility!search

Tank Information

Tank ID:	1	***Tank Desc:***	
Tank Status:	B - REMOVED FROM SITE	***Capacity:***	550
Status Date:	01-DEC-2001	***Placement:***	ABOVEGROUND
Installation Date:	01-JUL-1984	***Tank Vessel Indic:***	TANK
Content Desc:	G - Emerg Generator Diesel		

Tank Information

Tank ID:	2	***Tank Desc:***	
Tank Status:	B - REMOVED FROM SITE	***Capacity:***	1200
Status Date:	01-MAR-1996	***Placement:***	ABOVEGROUND
Installation Date:	01-JUL-1995	***Tank Vessel Indic:***	TANK
Content Desc:	T - Hazardous Substance		

Site: ***Keys Auto Service***
North A sw cor N 2d av West Palm Beach FL

HIST RISK

Potential Historic Business Activity Risk

Year: 1941
Directory Publisher: POLKS
Broad Term: Fuel and Automotive
Directory Heading: GASOLINE AND OIL SERVICE STATIONS
Listing: Keys Auto Service
Address: North A sw cor N 2d av
City: West Palm Beach

Site: ***Keys & Reds Garage***
2d av North sw Lake Worth FL

HIST RISK

Potential Historic Business Activity Risk

Year:	1941
Directory Publisher:	POLKS
Broad Term:	Fuel and Automotive
Directory Heading:	AUTOMOBILE REPAIRING
Listing:	Keys & Reds Garage
Address:	2d av North sw
City:	Lake Worth

Site:
TP near Lake Worth Road LAKE WORTH FL

SPILLS

Incident No:	21434
Incident Type:	Inland
Incident Date:	08/05/2002
County:	Palm Beach

Spill Details

Incident Status:		***Criminal Indicator:***	
Pollutant Name:	Diesel fuel	***Hurricane Indicatr:***	
Pollutant Category:		***On Scene Response:***	
Description:	Spill		
Incident Party Name:			
Incident Party Type:			
Pollutant Actual Volume:	0		
Pollutant Unit Measure:	gallon		

Site: ***DAVIS ROAD DUMP***
BETWEEN DAVIS RD & ELIZABETH LAKE WORTH FL 33461

SWF/LF

Facility ID:	65855	***District:***	SED
Fac Type (Geodata):	Solid Waste	***Section:***	19
Fac Stat (Geodata):	Closed, With Gw Monitoring	***Township:***	44S
Status Dt (Geodat):	1954/06/01 00:00:00+00	***Range:***	43E
Ownership (Geodat):	Municipal	***County ID (Geodat):***	50
Zip4 (Geodata):		***County (Geodata):***	Palm Beach
Zip5 (Geodata):	33461	***County:***	PALM BEACH
District (Geodata):	SED	***Latitude:***	26:37:12.08
Office (Geodata):	Palm Beach	***Longitude:***	80:5:38.76
Resp Authority:	CITY OF LAKE WORTH PUB WORKS		
RA Address:	CITY HALL		
City1:	LAKE WORTH		
RA State:	FL		
Zip1:	33460		
RA Phone No.:			
RA Email:			
Site Supervisor:			
SS Address:			
City 1:			
SS State:			
Zip 1:			
SS Phone No:			
SS Email:			
Land Owner:	CITY OF LAKE WORTH		
LO Address:	CITY HALL		
City 2:	LAKE WORTH		
LO State:	FL		
Zip 2:	33460		
LO Phone No:			
Facility Name (Geodata):	DAVIS ROAD DUMP		
Address (Geodata):	BETWEEN DAVIS RD & ELIZABETH		
City (Geodata):	Lake Worth		
Documents (Geodata):	https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/65855/gis-facility!search		
Reports (Geodata):	https://fldep.dep.state.fl.us/WWW_WACS/Reports/SW_Facility_Inventory_res2.asp?wacsid=65855		
Info Portal Facility URL:	http://prodenv.dep.state.fl.us/DepNexus/public/facilitysearch?pagination=true&facility.id=65855		

Oculus Docs Inventory URL: https://erisservice7.ecologeris.com/ErisExt/flo/ocure.ashx?ID=65855&CAT=8
Data Source: Solid Waste Facility Inventory Report; Florida DEP Geospatial Open Data

Class details

Class: CLASS II LANDFILL
Class Status: CLOSED, WITH GW MONITORING (K)

Solid Waste Facility Inventory Geospatial Open Data

Object of Interest:	General Disposal Area	***Lat DD:***	26
Accuracy Level:	4	***Lat MM:***	37
Accuracy:	11 - 20 meters	***Lat SS:***	
QA Status:	Reviewed	***Long DD:***	80
Datum ID:	NAD83	***Long MM:***	5
X:	788163.879799825	***Long SS:***	
Y:	296713.545000341		
Class:	CLASS II LANDFILL		
Class Status:	Closed, With Gw Monitoring		
Proximity ID:	Center of site or facility containing feature location		
Coord Method ID:	Digital Aerial Photography		

Solid Waste Facility Inventory Geospatial Open Data

Object of Interest:	Facility	***Lat DD:***	26
Accuracy Level:	3	***Lat MM:***	37
Accuracy:	1.1 - 10 meters	***Lat SS:***	
QA Status:	Not Reviewed	***Long DD:***	80
Datum ID:	NAD83	***Long MM:***	5
X:	788163.879799825	***Long SS:***	
Y:	296713.545000341		
Class:			
Class Status:			
Proximity ID:			
Coord Method ID:	Digital Aerial Photography		

Appendix: Database Descriptions

Environmental Risk Information Services (ERIS) can search the following databases. The extent of historical information varies with each database and current information is determined by what is publicly available to ERIS at the time of update. ERIS updates databases as set out in ASTM Standard E1527-13 and E1527-21, Section 8.1.8 Sources of Standard Source Information:

"Government information from nongovernmental sources may be considered current if the source updates the information at least every 90 days, or, for information that is updated less frequently than quarterly by the government agency, within 90 days of the date the government agency makes the information available to the public."

Standard Environmental Record Sources

Federal

National Priority List: NPL

Sites on the United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. The NPL, which EPA is required to update at least once a year, is based primarily on the score a site receives from EPA's Hazard Ranking System. A site must be on the NPL to receive money from the Superfund Trust Fund for remedial action. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Apr 22, 2024

National Priority List - Proposed: PROPOSED NPL

Sites proposed by the United States Environmental Protection Agency (EPA), the state agency, or concerned citizens for addition to the National Priorities List (NPL) due to contamination by hazardous waste and identified by the EPA as a candidate for cleanup because it poses a risk to human health and/or the environment. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Apr 22, 2024

Deleted NPL: DELETED NPL

Sites deleted from the United States Environmental Protection Agency (EPA)'s National Priorities List. The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate. Sites are represented by boundaries where available in the EPA Superfund Site Boundaries maintained by the Shared Enterprise Geodata and Services (SEGS). Site boundaries represent the footprint of a whole site, the sum of all of the Operable Units and the current understanding of the full extent of contamination; for Federal Facility sites, the total site polygon may be the Facility boundary. Where there is no polygon boundary data available for a given site, the site is represented as a point.

Government Publication Date: Apr 22, 2024

SEMS List 8R Active Site Inventory: SEMS

The U.S. Environmental Protection Agency's (EPA) Superfund Program has deployed the Superfund Enterprise Management System (SEMS), which integrates multiple legacy systems into a comprehensive tracking and reporting tool. This inventory contains active sites evaluated by the Superfund program that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The Active Site Inventory Report displays site and location information at active SEMS sites. An active site is one at which site assessment, removal, remedial, enforcement, cost recovery, or oversight activities are being planned or conducted. This data includes SEMS sites from the List 8R Active file as well as applicable sites from the EPA's Facility Registry Service map tool.

Government Publication Date: May 22, 2024

Inventory of Open Dumps, June 1985: ODI

The Resource Conservation and Recovery Act (RCRA) provides for publication of an inventory of open dumps. The Act defines "open dumps" as facilities which do not comply with EPA's "Criteria for Classification of Solid Waste Disposal Facilities and Practices" (40 CFR 257).

Government Publication Date: Jun 1985

SEMS List 8R Archive Sites: SEMS ARCHIVE

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) Archived Site Inventory displays site and location information at sites archived from SEMS. An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. This data includes sites from the List 8R Archived site file.

Government Publication Date: May 22, 2024

Comprehensive Environmental Response, Compensation and Liability Information System - CERCLIS: CERCLIS

Superfund is a program administered by the United States Environmental Protection Agency (EPA) to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. CERCLIS is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. The EPA administers the Superfund program in cooperation with individual states and tribal governments; this database is made available by the EPA.

Government Publication Date: Oct 25, 2013

EPA Report on the Status of Open Dumps on Indian Lands: IODI

Public Law 103-399, The Indian Lands Open Dump Cleanup Act of 1994, enacted October 22, 1994, identified congressional concerns that solid waste open dump sites located on American Indian or Alaska Native (AI/AN) lands threaten the health and safety of residents of those lands and contiguous areas. The purpose of the Act is to identify the location of open dumps on Indian lands, assess the relative health and environment hazards posed by those sites, and provide financial and technical assistance to Indian tribal governments to close such dumps in compliance with Federal standards and regulations or standards promulgated by Indian Tribal governments or Alaska Native entities.

Government Publication Date: Dec 31, 1998

CERCLIS - No Further Remedial Action Planned: CERCLIS NFRAP

An archived site is one at which EPA has determined that assessment has been completed and no further remedial action is planned under the Superfund program at this time. The Archive designation means that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL). This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Government Publication Date: Oct 25, 2013

CERCLIS Liens: CERCLIS LIENS

A Federal Superfund lien exists at any property where EPA has incurred Superfund costs to address contamination ("Superfund site") and has provided notice of liability to the property owner. A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. This database is made available by the United States Environmental Protection Agency (EPA). This database was provided by the United States Environmental Protection Agency (EPA). Refer to SEMS LIEN as the current data source for Superfund Liens.

Government Publication Date: Jan 30, 2014

RCRA CORRACTS-Corrective Action: RCRA CORRACTS

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. At these sites, the Corrective Action Program ensures that cleanups occur. EPA and state regulators work with facilities and communities to design remedies based on the contamination, geology, and anticipated use unique to each site.

Government Publication Date: Apr 8, 2024

RCRA non-CORRACTS TSD Facilities: RCRA TSD

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. This database includes Non-Corrective Action sites that have indicated engagement in the treatment, storage, or disposal of hazardous waste which requires a RCRA hazardous waste permit.

Government Publication Date: Apr 8, 2024

RCRA Generator List: RCRA LQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Large Quantity Generators (LQGs) generate 1,000 kilograms per month or more of hazardous waste or more than one kilogram per month of acutely hazardous waste.

Government Publication Date: Apr 8, 2024

RCRA Small Quantity Generators List: RCRA SQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

Government Publication Date: Apr 8, 2024

RCRA Very Small Quantity Generators List: RCRA VSQG

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Very Small Quantity Generators (VSQG) generate 100 kilograms or less per month of hazardous waste, or one kilogram or less per month of acutely hazardous waste. Additionally, VSQG may not accumulate more than 1,000 kilograms of hazardous waste at any time.

Government Publication Date: Apr 8, 2024

RCRA Non-Generators: RCRA NON GEN

RCRA Info is the U.S. Environmental Protection Agency's (EPA) comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRA Info replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). A hazardous waste generator is any person or site whose processes and actions create hazardous waste (see 40 CFR 260.10). Non-Generators do not presently generate hazardous waste.

Government Publication Date: Apr 8, 2024

RCRA Sites with Controls: RCRA CONTROLS

List of Resource Conservation and Recovery Act (RCRA) facilities with institutional controls in place. RCRA gives the U.S. Environmental Protection Agency (EPA) the authority to control hazardous waste from the "cradle-to-grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also set forth a framework for the management of non-hazardous solid wastes. The 1986 amendments to RCRA enabled EPA to address environmental problems that could result from underground tanks storing petroleum and other hazardous substances.

Government Publication Date: Apr 8, 2024

Federal Engineering Controls-ECs: FED ENG

List of Engineering controls (ECs) made availabe by the United States Environmental Protection Agency (EPA). ECs encompass a variety of engineered and constructed physical barriers (e.g., soil capping, sub-surface venting systems, mitigation barriers, fences) to contain and/or prevent exposure to contamination on a property. The EC listing includes remedy component data from Superfund decision documents for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Jun 26, 2024

Federal Institutional Controls- ICs: FED INST

List of Institutional controls (ICs) made available by the United States Environmental Protection Agency (EPA). ICs are non-engineered instruments, such as administrative and legal controls, that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Although it is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable, ICs play an important role in site remedies because they reduce exposure to contamination by limiting land or resource use and guide human behavior at a site. The IC listing includes remedy component data from Superfund decision documents for applicable sites on the final or deleted on the National Priorities List (NPL); and sites with a Superfund Alternative Approach (SAA) Agreement in place. The only sites included that are not on the NPL; proposed for NPL; or removed from proposed NPL, are those with an SAA Agreement in place.

Government Publication Date: Jun 26, 2024

Land Use Control Information System: LUCIS

The LUCIS database is maintained by the U.S. Department of the Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

Government Publication Date: Sep 1, 2006

Institutional Control Boundaries at NPL sites: NPL IC

Boundaries of Institutional Control areas at sites on the United States Environmental Protection Agency (EPA)'s National Priorities List, or Proposed or Deleted, made available by the EPA's Shared Enterprise Geodata and Services (SEGS). United States Environmental Protection Agency (EPA)'s National Priorities List of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action under the Superfund program. Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy.

Government Publication Date: Apr 22, 2024

Emergency Response Notification System: ERNS 1982 TO 1986

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1982-1986

Emergency Response Notification System: ERNS 1987 TO 1989

Database of oil and hazardous substances spill reports controlled by the National Response Center. The primary function of the National Response Center is to serve as the sole national point of contact for reporting oil, chemical, radiological, biological, and etiological discharges into the environment anywhere in the United States and its territories.

Government Publication Date: 1987-1989

Emergency Response Notification System: ERNS

Database of oil and hazardous substances spill reports made available by the United States Coast Guard National Response Center (NRC). The NRC fields initial reports for pollution and railroad incidents and forwards that information to appropriate federal/state agencies for response. These data contain initial incident data that has not been validated or investigated by a federal/state response agency.

Government Publication Date: Apr 28, 2024

The Assessment, Cleanup and Redevelopment Exchange System (ACRES) Brownfield Database: FED BROWNFIELDS

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. This data is provided by the United States Environmental Protection Agency (EPA) and includes Brownfield sites from the Cleanups in My Community (CIMC) web application.

Government Publication Date: Feb 7, 2024

FEMA Underground Storage Tank Listing: FEMA UST

The Federal Emergency Management Agency (FEMA) of the Department of Homeland Security maintains a list of FEMA owned underground storage tanks.

Government Publication Date: Dec 31, 2017

Facility Response Plan: FRP

This listing contains facilities that have submitted Facility Response Plans (FRPs) to the U.S. Environmental Protection Agency (EPA). Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit FRPs. Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments. This listing includes FRP facilities from an applicable EPA FOIA file and Homeland Infrastructure Foundation-Level Data (HIFLD) data file.

Government Publication Date: Jan 9, 2024

Delisted Facility Response Plans: DELISTED FRP

Facilities that once appeared in - and have since been removed from - the list of facilities that have submitted Facility Response Plans (FRP) to EPA. Facilities that could reasonably be expected to cause "substantial harm" to the environment by discharging oil into or on navigable waters are required to prepare and submit Facility Response Plans (FRPs). Harm is determined based on total oil storage capacity, secondary containment and age of tanks, oil transfer activities, history of discharges, proximity to a public drinking water intake or sensitive environments.

Government Publication Date: Jan 9, 2024

Historical Gas Stations: HIST GAS STATIONS

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

Government Publication Date: Jul 1, 1930

Petroleum Refineries: REFN

This list of petroleum refineries is sourced from the U.S. Energy Information Administration (EIA), Refinery Capacity Report. The listing includes operating and idle petroleum refineries (including new refineries under construction) and refineries shut down during the previous year. The geographic area the report covers is the 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and other U.S. possessions. Per the EIA, the facility location data represents the approximate location based on research of publicly available information from sources such as Federal agencies, company websites, and satellite images on public websites.

Government Publication Date: Jun 6, 2024

Petroleum Product and Crude Oil Rail Terminals: BULK TERMINAL

A list of petroleum product and crude oil rail terminals from the U.S. Energy Information Administration (EIA), as well as petroleum terminals sourced from the Federal Communications Commission Data hosted by the Homeland Infrastructure Foundation-Level Database. Data includes operable bulk petroleum product terminals with a total bulk shell storage capacity of 50,000 barrels or more, and/or the ability to receive volumes from tanker, barge, or pipeline; also rail terminals handling the loading and unloading of crude oil with activity between 2017 and 2018. EIA petroleum product terminal data comes from the EIA-815 Bulk Terminal and Blender Report, which includes working, shell in operation, and shell idle for several major product groupings.

Government Publication Date: Jun 6, 2024

LIEN on Property: SEMS LIEN

The U.S. Environmental Protection Agency's (EPA) Superfund Enterprise Management System (SEMS) provides Lien details on applicable properties, such as the Superfund lien on property activity, the lien property information, and the parties associated with the lien.

Government Publication Date: May 22, 2024

Superfund Decision Documents: SUPERFUND ROD

This database contains a list of decision documents for Superfund sites. Decision documents serve to provide the reasoning for the choice of (or) changes to a Superfund Site cleanup plan. The decision documents include completed Records of Decision (ROD), ROD Amendments, Explanations of Significant Differences (ESD) for active and archived sites stored in the Superfund Enterprise Management System (SEMS), along with other associated memos and files. This information is maintained and made available by the U.S. Environmental Protection Agency.

Government Publication Date: Jul 24, 2024

Formerly Utilized Sites Remedial Action Program: DOE FUSRAP

The U.S. Department of Energy (DOE) established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from the Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations. The DOE Office of Legacy Management (LM) established long-term surveillance and maintenance (LTS&M) requirements for remediated FUSRAP sites. DOE evaluates the final site conditions of a remediated site on the basis of risk for different future uses. DOE then confirms that LTS&M requirements will maintain protectiveness.

Government Publication Date: Mar 4, 2017

State

Superfund Waste Cleanup & State-Funded Action Sites: SHWS

List of hazardous waste cleanup sites participating in various federal and state funded cleanup programs. Florida's State-Funded Action Sites and Superfund Waste Cleanup Sites lists are maintained and made available by the Florida Department of Environmental Protection (FDEP). This database is state equivalent CERCLIS.

Government Publication Date: Jul 19, 2024

Delisted State-Funded Action Sites: DELISTED SHWS

This database contains a list of closed hazardous waste sites of various federal and state funded cleanup programs that were removed from the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Jul 19, 2024

ERIC Waste Cleanup: ERIC

Environmental Restoration Integrated Cleanup (ERIC) is a single database for tracking contaminated site cleanup activities in the Florida Department of Environmental Protection (DEP)'s Division of Waste Management (DWM). Includes records from 11 different DEP data systems, allowing tracking of a contaminated site throughout the course of cleanup regardless of which program area took the lead.
Government Publication Date: Sep 13, 2024

Florida Department of Environmental Protection Cleanup Sites: CLEANUP DEP
The Cleanup Sites layer feeds the FDEP's Contamination Locator Map (CLM). It provides locations and document links for sites currently in the cleanup process and sites awaiting cleanup funding. Cleanup programs include: Brownfields, Petroleum, EPA Superfund (CERCLA), Drycleaning, Responsible Party Cleanup, State Funded Cleanup, State Owned Lands Cleanup and Hazardous Waste Cleanup.
Government Publication Date: May 29, 2024

Waste Cleanup Responsible Party Sites: WCRPS
List of Open, Closed, and Inactive Waste Cleanup Responsible Party sites made available by the Florida Department of Environmental Protection.
Government Publication Date: Apr 11, 2021

Delisted Waste Cleanup Sites: DELISTED WCP
List of sites which once appeared on - and have since been removed from - the list of Waste Cleanup Sites made available by the Florida Department of Environmental Protection.
Government Publication Date: Sep 13, 2024

Solid Waste Facilities and Landfills: SWF/LF
The Solid Waste Facility Inventory Report made available by the Florida Department of Environmental Protection (FDEP) includes all types of authorized and unauthorized facilities: municipal solid waste, landfills, dumps, construction and demolition disposal, recycling facilities, and more.
Government Publication Date: Jun 12, 2024

Leaking Tanks: LST
The Storage Tank Regulation Section is part of the Petroleum Restoration Program in the Florida Department of Environmental Protection (FDEP)s Division of Waste Management. In 1983, Florida was one of the first states in the union to pass legislation and adopt rules for underground and aboveground storage tank systems. Since then, over 28,000 facilities have reported discharges of petroleum products from storage tank systems. Florida relies on groundwater for about 92 percent of its drinking water needs, and has some of the most stringent rules in the country.
Government Publication Date: Apr 22, 2024

Delisted Leaking Tanks: DELISTED LST
Whereas Leaking Tanks (LST) includes only facilities which currently have contamination as recorded by the Florida Department of Environmental Protection, this list contains facilities which were once included in LST data but no longer appear on the list made available by FDEP. Facilities may be removed from the current LST list because the discharge has been cleaned up, or the discharge is not required for 62-770.
Government Publication Date: Aug 28, 2024

Underground Storage Tanks: UST
List of Underground Storage Tank facilities made available by the Florida Department of Environmental Protection (FL DEP). Includes facilities tracked for active storage tanks, storage tank history, or petroleum cleanup activity. In an effort to minimize the occurrence and environmental risks of releases and discharges, FDEP administers standards pertaining to the construction, installation, operation, maintenance, repair, closure, and disposal of underground storage tank systems that store regulated substances.
Government Publication Date: May 30, 2024

Aboveground Storage Tanks: AST
List of Aboveground Storage Tank facilities made available by the Florida Department of Environmental Protection (FL DEP). Includes facilities tracked for active storage tanks, storage tank history, or petroleum cleanup activity.The Florida Department of Environmental Protection (FDEP) provides standards for aboveground storage tanks (ASTs) that have individual storage tank capacities greater than 550 gallons. The state also regulates the registration, construction, installation, operation, maintenance, repair, closure, and disposal of storage tank systems that store regulated substances.
Government Publication Date: May 30, 2024

Storage Tank Facilities: TANK
List of storage tank facilities made available by the Florida Department of Environmental Protection (FL DEP) for which tank information is not available. In the case of closed facilities - where all tanks have been removed or closed, and there is also no petroleum discharge or on-going cleanup activity - the owner data may not be current, but rather would represent the most recent information made available to FL DEP.
Government Publication Date: May 30, 2024

Delisted AST UST Storage Tanks: DEL UST AST TANK

This database contains a list of closed UST and AST storage tank sites that were removed from the Florida Department of Environmental Protection (FDEP) storage tank database.

Government Publication Date: Jul 2, 2015

Delisted Storage Tanks: DEL STORAGE TANK

List of sites that once appeared on - and have since been removed from - the list of UST and AST storage tank facilities made available by the Florida Department of Environmental Protection.

Government Publication Date: Jul 4, 2024

Federal Facilities Listing: FF TANKS

The Florida Department of Environmental Protection (FDEP) Storage Tank Program registers facilities and storage tanks where aboveground or underground storage tanks store pollutants, hazardous substances, and/or mineral acid substances regulated by Chapter 62-761, Florida Administrative Code, or when aboveground storage tanks or compression vessels store a hazardous substance which requires registration according to Chapter 376, Florida Statutes.

Government Publication Date: Jul 4, 2024

Storage Tank/Contaminated Facility Search: STCS

List of facilities and tanks in the Florida Department of Environmental Protection (FDEP) Bureau of Petroleum Storage Systems Storage Tank/Contaminated Facility Search. Note that tank details do not appear for facilities for which all tanks have been removed.

Government Publication Date: Aug 28, 2024

Institutional Controls Registry: INST

The Institutional Controls registry is maintained by the Florida Department of Environmental Protection (FDEP). The registry aims to help preserve adequate protection of contaminated soil regions and help to minimize any chances of exposure.

Government Publication Date: Sep 6, 2024

Engineering Controls: ENG

A listing of all engineering controls that are in place to eliminate or reduce the potential for contaminant migration and exposure to contaminants. These controls may include caps, barriers, guards or fences. The list is maintained by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Sep 6, 2024

Voluntary Cleanup Sites: VCP

A listing of active and closed voluntary cleanup sites registered by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Aug 30, 2024

Brownfield Sites: BROWNFIELDS

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. This is a list of sites within designated Brownfield Areas within Florida where Brownfield Site Rehabilitation Agreement (BSRA)s have been executed between FDEP and a responsible party.

Government Publication Date: Jan 16, 2024

Brownfield Areas: BROWNFIELD AREA

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. This is a list of Brownfield Areas, defined by the FDEP as contiguous areas of one or more brownfield sites, some of which may not be contaminated, that have been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. Because a variety of sources and methods were used to derive information for this data, locations are approximate.

Government Publication Date: Apr 2, 2024

Hazardous Waste Facility List: HAZ WASTE FAC

List of Hazardous Waste Financial Assurance Facilities made available by the Division of Waste Management of the Florida Department of Environmental Protection (FDEP). The FDEP's Hazardous waste financial responsibility requirements exist to ensure that certain hazardous waste facilities and transporters have the financial resources available to provide for closure, postclosure and corrective action requirements and/or pay for bodily injury or property damage that might result from accidents, spills or other unexpected events, known as liabilities. These closure, postclosure, corrective action and liability requirements are called financial assurance.

Government Publication Date: Oct 3, 2024

Tribal

Leaking Underground Storage Tanks on Tribal/Indian Lands: INDIAN LUST

This list of leaking underground storage tanks (LUSTs) on Tribal/Indian Lands in Region 4, which includes Florida, is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 14, 2024

Underground Storage Tanks on Tribal/Indian Lands: INDIAN UST

This list of underground storage tanks (USTs) on Tribal/Indian Lands in Region 4, which includes Florida, is made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 14, 2024

Delisted Tribal Leaking Storage Tanks: DELISTED INDIAN LST

Leaking Underground Storage Tank (LUST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian LUST lists made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 7, 2024

Delisted Tribal Underground Storage Tanks: DELISTED INDIAN UST

Underground Storage Tank (UST) facilities which once appeared on - and have since been removed from - the Regional Tribal/Indian UST lists made available by the United States Environmental Protection Agency (EPA).

Government Publication Date: May 7, 2024

County

Palm Beach County Solid Waste Facilities: PALM SWF/LF

Inventory of solid waste facility sites in Palm Beach County. A solid waste site is defined as any parcel of land upon which or in which solid waste has either been processed, transferred, or placed for disposal. These sites include dumps, landfills, solid waste management facilities, waste transfer stations, selected hazardous waste spill or burial sites, and wastewater sludge land application sites. The inventory is maintained by Solid Waste Authority Palm Beach County.

Government Publication Date: 2000

Additional Environmental Record Sources

Federal

PFAS Greenhouse Gas Emissions Data: PFAS GHG

The U.S. Environmental Protection Agency's Greenhouse Gas Reporting Program (GHGRP) collects Greenhouse Gas (GHG) data from large emitting facilities (25,000 metric tons of carbon dioxide equivalent (CO2e) per year), and suppliers of fossil fuels and industrial gases that results in GHG emissions when used. Includes GHG emissions data for facilities that emit or have emitted since 2010 chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures by DSSTox. PFAS emissions data has been identified for facilities engaged in the following industrial processes: Aluminum Production (GHGRP Subpart F), HCFC-22 Production and HFC-23 Destruction (Subpart O), Electronics Manufacturing (Subpart I), Fluorinated Gas Production (Subpart L), Magnesium Production (Subpart T), Electrical Transmission and Distribution Equipment Use (Subpart DD), and Manufacture of Electric Transmission and Distribution Equipment (Subpart SS). Over time, other industrial processes with required GHGRP reporting may include PFAS emissions data and the list of reportable gases may change over time.

Government Publication Date: Aug 5, 2024

On-Scene Coordinator Response Sites: OSC RESPONSE

This list of On-Scene Coordinator (OSC) Response Sites is provided by the U.S. Environmental Protection Agency (EPA). OSCs are the federal officials responsible for monitoring or directing responses to all oil spills and hazardous substance releases reported to the federal government. OSCs coordinate all federal efforts with, and provide support and information to local, state, and regional response communities. An OSC is an agent of either EPA or the U.S. Coast Guard (USCG), depending on where the incident occurs. EPA's OSCs have primary responsibility for spills and releases to inland areas and waters. USCG OSCs have responsibility for coastal waters and the Great Lakes. In general, an OSC has the following key responsibilities during and after a response: Assessment, Monitoring, Response Assistance, and Evaluation.

Government Publication Date: Apr 4, 2024

Facility Registry Service/Facility Index: FINDS/FRS

The Facility Registry Service (FRS) is a centrally managed database that identifies facilities, sites, or places subject to environmental regulations or of environmental interest. FRS creates high-quality, accurate, and authoritative facility identification records through rigorous verification and management procedures that incorporate information from program national systems, state master facility records, and data collected from EPA's Central Data Exchange registrations and data management personnel. This list is made available by the U.S. Environmental Protection Agency (EPA).

Government Publication Date: Apr 26, 2024

Toxics Release Inventory (TRI) Program: TRIS

The U.S. Environmental Protection Agency's Toxics Release Inventory (TRI) is a database containing data on disposal or other releases of toxic chemicals from U.S. facilities and information about how facilities manage those chemicals through recycling, energy recovery, and treatment. There are currently 770 individually listed chemicals and 33 chemical categories covered by the TRI Program. Facilities that manufacture, process or otherwise use these chemicals in amounts above established levels must submit annual reporting forms for each chemical. Note that the TRI chemical list does not include all toxic chemicals used in the U.S. One of TRI's primary purposes is to inform communities about toxic chemical releases to the environment. This database includes TRI Reporting Data for calendar years 1987 through 2021 and Preliminary Data for 2022.

Government Publication Date: Sep 20, 2023

PFOA/PFOS Contaminated Sites: PFAS NPL

This list of Superfund Sites with Per- and Polyfluoroalkyl Substances (PFAS) detections is made available by the U.S. Environmental Protection Agency (EPA) in their PFAS Analytic Tools data, previously the list was obtained by EPA FOIA requests. EPA's Office of Land and Emergency Management and EPA Regional Offices maintain what is known about site investigations, contamination, and remedial actions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) where PFAS is present in the environment. Limitations: Detections of PFAS at National Priorities List (NPL) sites do not mean that people are at risk from PFAS, are exposed to PFAS, or that the site is the source of the PFAS. The information in the Superfund NPL and Superfund Alternative Agreement (SAA) PFAS detection site list is years old and may not be accurate today. Site information such as site name, site ID, and location has been confirmed for accuracy; however, PFAS-related information such as media sampled, drinking water being above the health advisory, or mitigation efforts has not been verified. For Federal Facilities data, the other Federal agencies (OFA) are the lead agency for their data and provided them to EPA.

Government Publication Date: Sep 18, 2024

Federal Agency Locations with Known or Suspected PFAS Detections: PFAS FED SITES

List of Federal agency locations with known or suspected detections of Per- and Polyfluoroalkyl Substances (PFAS), made available by the U.S. Environmental Protection Agency (EPA) in their PFAS Analytic Tools data. EPA outlines that these data are gathered from several federal entities, such as the Federal Superfund program, Department of Defense (DOD), National Aeronautics and Space Administration, Department of Transportation, and Department of Energy. The dates this data was extracted for the PFAS Analytic Tools range from 2022 to 2024. Sites on this list do not necessarily reflect the source/s of PFAS contamination and detections do not indicate level of risk or human exposure at the site. Agricultural notifications in this data are limited to DOD sites only. At this time, the EPA is aware that this list is not comprehensive of all Federal agencies.

Government Publication Date: Apr 1, 2024

SSEHRI PFAS Contamination Sites: PFAS SSEHRI

This PFAS Contamination Site Tracker database is compiled by the PFAS Project Lab, part of the Social Science Environmental Health Research Institute (SSEHRI) at Northeastern University. According to the SSEHRI, the database records qualitative and quantitative data from each known site of PFAS contamination, including timeline of discovery, sources, levels, health impacts, community response, and government response. The goal of this database is to compile information and support public understanding of the rapidly unfolding issue of PFAS contamination. All data presented was extracted from government websites, news articles, or publicly available documents. Locations for the Known PFAS Contamination Sites are sourced from the PFAS Sites and Community Resources Map by the PFAS-REACH team, credited to PFAS Project Lab, Silent Spring Institute, and PFAS Exchange. Disclaimer: The source conveys the data undergoes regular updates as new information becomes available, some sites may be missing and/or contain information that is incorrect or outdated, as well as their information represents all contamination sites SSEHRI is aware of, not all possible contamination sites. This data is not intended to be used for legal purposes. Access the following source link for the most current information: https://pfasproject.com/pfas-sites-and-community-resources/

Government Publication Date: Jun 27, 2024

National Response Center PFAS Spills: ERNS PFAS

This Per- and Poly-Fluoroalkyl Substances (PFAS) Spills dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The National Response Center (NRC), operated by the U.S. Coast Guard, is the designated federal point of contact for reporting all oil, chemical, and other discharges into the environment, for the United States and its territories. This dataset contains NRC spill information from 1990 to the present that is restricted to records associated with PFAS and PFAS-containing materials. Incidents are filtered to include only records with a "Material Involved" or "Incident Description" related to Aqueous Film Forming Foam (AFFF). The keywords used to filter the data included "AFFF," "Fire Fighting Foam," "Aqueous Film Forming Foam," "Fire Suppressant Foam, "PFAS," "PERFL," "PFOA," "PFOS," and "Genx." Limitations: The data from the NRC website contains initial incident data that has not been validated or investigated by a federal/state response agency. Keyword searches may misidentify some incident reports that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS spills/release incidents.

Government Publication Date: Aug 5, 2024

PFAS NPDES Discharge Monitoring: PFAS NPDES

This list of National Pollutant Discharge Elimination System (NPDES) permitted facilities with required monitoring for Per- and Polyfluoroalkyl (PFAS) Substances is made available via the U.S. Environmental Protection Agency (EPA)'s PFAS Analytic Tools. Any point-source wastewater discharger to waters of the United States must have a NPDES permit, which defines a set of parameters for pollutants and monitoring to ensure that the discharge does not degrade water quality or impair human health. This list includes NPDES permitted facilities associated with permits that monitor for Per- and Polyfluoroalkyl Substances (PFAS), limited to the years 2007 - present. EPA further advises the following regarding these data: currently, fewer than half of states have required PFAS monitoring for at least one of their permittees, and fewer states have established PFAS effluent limits for permittees. For states that may have required monitoring, some reporting and data transfer issues may exist on a state-by-state basis.

Government Publication Date: Jul 29, 2024

Perfluorinated Alkyl Substances (PFAS) from Toxic Release Inventory: PFAS TRI

List of Toxics Release Inventory (TRI) facilities at which the reported chemical is a per- or polyfluoroalkyl (PFAS) substance included in the U.S. Environmental Protection Agency's (EPA) consolidated PFAS Master List of PFAS Substances. Encompasses Toxics Release Inventory records included in the EPA PFAS Analytic Tools. The EPA's TRI database currently tracks information on disposal or releases of 770 individually listed toxic chemicals and 33 chemical categories from thousands of U.S. facilities and details about how facilities manage those chemicals through recycling, energy recovery, and treatment. This listing includes TRI Reporting Data for calendar years 1987 through 2021 and Preliminary Data for 2022.

Government Publication Date: Sep 20, 2023

PFAS Water Quality Portal Sampling Data: PFAS WATER

This Per- and Poly-Fluoroalkyl Substances (PFAS) Environmental Media Sampling Data is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The Water Quality Portal (WQP), as a cooperative service sponsored by the United States Geological Survey, the EPA, and the National Water Quality Monitoring Council, is part of a modernized repository storing ambient sampling data for all environmental media and tissue samples. A wide range of federal, state, tribal and local governments, academic and non-governmental organizations, and individuals submit project details and sampling results to this public repository. Limitations: EPA did not carry out the sampling or testing of a majority of the data in the WQP PFAS dataset. EPA can only speak to the accuracy and completeness of the data from projects like the National Aquatic Resource Surveys for which EPA is the data owner/organization. Data may exist within the file on Quality Assurance Project Plans (QAPPs) and the approving agency of the QAPP, if a QAPP is entered.

Government Publication Date: Jul 22, 2024

PFAS TSCA Manufacture and Import Facilities: PFAS TSCA

The U.S. Environmental Protection Agency (EPA) issued the Chemical Data Reporting (CDR) Rule under the Toxic Substances Control Act (TSCA) and requires chemical manufacturers and facilities that manufacture or import chemical substances to report data to EPA. This list is specific only to TSCA Manufacture and Import Facilities with reported per- and poly-fluoroalkyl (PFAS) substances. Data file is sourced from EPA's PFAS Analytic Tools TSCA dataset which includes CDR/Inventory Update Reporting data from 1998 up to 2020. Disclaimer: This data file includes production and importation data for chemicals identified in EPA's CompTox Chemicals Dashboard list of PFAS without explicit structures and list of PFAS structures in DSSTox. Note that some regulations have specific chemical structure requirements that define PFAS differently than the lists in EPA's CompTox Chemicals Dashboard. Reporting information on manufactured or imported chemical substance amounts should not be compared between facilities, as some companies claim Chemical Data Reporting Rule data fields for PFAS information as Confidential Business Information.

Government Publication Date: Jan 5, 2023

PFAS Waste Transfers from RCRA e-Manifest : PFAS E-MANIFEST

This Per- and Poly-Fluoroalkyl Substances (PFAS) Waste Transfers dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. Every shipment of hazardous waste in the U.S. must be accompanied by a shipment manifest, which is a critical component of the cradle-to-grave tracking of wastes mandated by the Resource Conservation and Recovery Act (RCRA). According to the EPA, currently no Federal Waste Code exists for any PFAS compounds. To work around the lack of PFAS waste codes in the RCRA database, EPA developed the PFAS Transfers dataset by mining e-Manifest records containing at least one of these common PFAS keywords: • PFAS • PFOA • PFOS • PERFL • AFFF • GENX • GEN-X (plus the Vermont state-specific waste codes). Limitations: Amount or concentration of PFAS being transferred cannot be determined from the manifest information. Keyword searches may misidentify some manifest records that do not contain PFAS. This dataset should also not be considered to be exhaustive of all PFAS waste transfers.

Government Publication Date: Jul 23, 2024

PFAS Industry Sectors: PFAS IND

This Per- and Poly-Fluoroalkyl Substances (PFAS) Industry Sectors dataset is made available via the U.S. Environmental Protection Agency's (EPA) PFAS Analytic Tools. The EPA developed the dataset from various sources that show which industries may be handling PFAS including: EPA's Enforcement and Compliance History Online (ECHO) records restricted to potential PFAS-handling industry sectors; ECHO records for Fire Training Sites identified where fire-fighting foam may have been used in training exercises; and 14 CFR Part 139 Airports compiled from historic and current records from the FAA Airport Data and Information Portal. Since July 2006, all certificated Part 139 Airports are required to have fire-fighting foam onsite that meet certain military specifications, which to date have been fluorinated (Aqueous Film Forming Foam). Limitations: Inclusion in this dataset does not indicate that PFAS are being manufactured, processed, used, or released by the facility. Listed facilities potentially handle PFAS based on their industrial profile, but are unconfirmed by the EPA. Keyword searches in ECHO for Fire Training sites may misidentify some facilities and should not be considered to be an exhaustive list of fire training facilities in the U.S.

Government Publication Date: Sep 23, 2024

Hazardous Materials Information Reporting System: HMIRS

The Hazardous Materials Incident Reporting System (HMIRS) database contains unintentional hazardous materials release information reported to the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration.

Government Publication Date: May 29, 2024

National Clandestine Drug Labs: NCDL

The U.S. Department of Justice ("the Department"), Drug Enforcement Administration (DEA), provides this data as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy.

Government Publication Date: Nov 30, 2023

Toxic Substances Control Act: TSCA

The U.S. Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule. The CDR enables EPA to collect and publish information on the manufacturing, processing, and use of commercial chemical substances and mixtures (referred to hereafter as chemical substances) on the TSCA Chemical Substance Inventory (TSCA Inventory). This includes current information on chemical substance production volumes, manufacturing sites, and how the chemical substances are used. This information helps the Agency determine whether people or the environment are potentially exposed to reported chemical substances. EPA publishes submitted CDR data that is not Confidential Business Information (CBI). EPA CDR collections occur approximately every four years and reporting requirements change per collection.

Government Publication Date: May 12, 2022

Hist TSCA: HIST TSCA

The Environmental Protection Agency (EPA) is amending the Toxic Substances Control Act (TSCA) section 8(a) Inventory Update Reporting (IUR) rule and changing its name to the Chemical Data Reporting (CDR) rule.
The 2006 IUR data summary report includes information about chemicals manufactured or imported in quantities of 25,000 pounds or more at a single site during calendar year 2005. In addition to the basic manufacturing information collected in previous reporting cycles, the 2006 cycle is the first time EPA collected information to characterize exposure during manufacturing, processing and use of organic chemicals. The 2006 cycle also is the first time manufacturers of inorganic chemicals were required to report basic manufacturing information.

Government Publication Date: Dec 31, 2006

FTTS Administrative Case Listing: FTTS ADMIN

An administrative case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

FTTS Inspection Case Listing: FTTS INSP

An inspection case listing from the Federal Insecticide, Fungicide, & Rodenticide Act (FIFRA) and Toxic Substances Control Act (TSCA), together known as FTTS. This database was obtained from the Environmental Protection Agency's (EPA) National Compliance Database (NCDB). The FTTS and NCDB was shut down in 2006.

Government Publication Date: Jan 19, 2007

Potentially Responsible Parties List: PRP

Early in the site cleanup process, the U.S. Environmental Protection Agency (EPA) conducts a search to find the Potentially Responsible Parties (PRPs). The EPA looks for evidence to determine liability by matching wastes found at the site with parties that may have contributed wastes to the site. This listing contains PRPs, Noticed Parties, at sites in the EPA's Superfund Enterprise Management System (SEMS).

Government Publication Date: Jul 24, 2024

State Coalition for Remediation of Drycleaners Listing: SCRD DRYCLEANER

The State Coalition for Remediation of Drycleaners (SCRD) was established in 1998, with support from the U.S. Environmental Protection Agency (EPA) Office of Superfund Remediation and Technology Innovation. Coalition members are states with mandated programs and funding for drycleaner site remediation. Current members are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin. Since 2017, the SCRD no longer maintains this data, refer to applicable state source data where available.

Government Publication Date: Nov 08, 2017

Integrated Compliance Information System (ICIS): ICIS

The Integrated Compliance Information System (ICIS) database contains integrated enforcement and compliance information across most of U.S. Environmental Protection Agency's (EPA) programs. The vision for ICIS is to replace EPA's independent databases that contain enforcement data with a single repository for that information. Currently, ICIS contains all Federal Administrative and Judicial enforcement actions and a subset of the Permit Compliance System (PCS), which supports the National Pollutant Discharge Elimination System (NPDES). This information is maintained by the EPA Headquarters and at the Regional offices. A future release of ICIS will completely replace PCS and will integrate that information with Federal actions already in the system. ICIS also has the capability to track other activities that support compliance and enforcement programs, including incident tracking, compliance assistance, and compliance monitoring.

Government Publication Date: Apr 13, 2024

Drycleaner Facilities: FED DRYCLEANERS

A list of drycleaner facilities from Enforcement and Compliance History Online (ECHO) data as made available by the U.S. Environmental Protection Agency (EPA), sourced from the ECHO Exporter file. The EPA tracks facilities that possess NAIC and SIC codes that classify businesses as drycleaner establishments.

Government Publication Date: May 5, 2024

Delisted Drycleaner Facilities: DELISTED FED DRY

List of sites removed from the list of Drycleaner Facilities (sites in the EPA's Integrated Compliance Information System (ICIS) with NAIC or SIC codes identifying the business as a drycleaner establishment).

Government Publication Date: May 5, 2024

Formerly Used Defense Sites: FUDS

Formerly Used Defense Sites (FUDS) are properties that were formerly owned by, leased to, or otherwise possessed by and under the jurisdiction of the Secretary of Defense prior to October 1986, where the Department of Defense (DOD) is responsible for an environmental restoration. The FUDS Annual Report to Congress (ARC) is published by the U.S. Army Corps of Engineers (USACE). This data is compiled from the USACE's Geospatial FUDS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) FUDS dataset which applies to the Fiscal Year 2021 FUDS Inventory.

Government Publication Date: May 15, 2023

FUDS Munitions Response Sites: FUDS MRS

Boundaries of Munitions Response Sites (MRS), published with the Formerly Used Defense Sites (FUDS) Annual Report to Congress (ARC) by the U.S. Army Corps of Engineers (USACE). An MRS is a discrete location within a Munitions response area (MRA) that is known to require a munitions response. An MRA means any area on a defense site that is known or suspected to contain unexploded ordnance (UXO), discarded military munitions (DMM), or munitions constituents (MC). This data is compiled from the USACE's Geospatial MRS data layers and Homeland Infrastructure Foundation-Level Data (HIFLD) MRS dataset.

Government Publication Date: May 15, 2023

Former Military Nike Missile Sites: FORMER NIKE

This information was taken from report DRXTH-AS-IA-83A016 (Historical Overview of the Nike Missile System, 12/1984) which was performed by Environmental Science and Engineering, Inc. for the U.S. Army Toxic and Hazardous Materials Agency Assessment Division. The Nike system was deployed between 1954 and the mid-1970's. Among the substances used or stored on Nike sites were liquid missile fuel (JP-4); starter fluids (UDKH, aniline, and furfuryl alcohol); oxidizer (IRFNA); hydrocarbons (motor oil, hydraulic fluid, diesel fuel, gasoline, heating oil); solvents (carbon tetrachloride, trichloroethylene, trichloroethane, stoddard solvent); and battery electrolyte. The quantities of material a disposed of and procedures for disposal are not documented in published reports. Virtually all information concerning the potential for contamination at Nike sites is confined to personnel who were assigned to Nike sites. During deactivation most hardware was shipped to depot-level supply points. There were reportedly instances where excess materials were disposed of on or near the site itself at closure. There was reportedly no routine site decontamination.

Government Publication Date: Dec 2, 1984

PHMSA Pipeline Safety Flagged Incidents: PIPELINE INCIDENT

This list of flagged pipeline incidents is made available by the U.S. Department of Transportation (US DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA). PHMSA regulations require incident and accident reports for five different pipeline system types. Accidents reported on hazardous liquid gravity lines (§195.13) and reporting-regulated-only hazardous liquid gathering lines (§195.15) and incidents reported on Type R gas gathering (§192.8(c)) are not included in the flagged incident file data.

Government Publication Date: May 6, 2024

Material Licensing Tracking System (MLTS): MLTS

A list of sites that store radioactive material subject to the Nuclear Regulatory Commission (NRC) licensing requirements. This list is maintained by the NRC. As of September 2016, the NRC no longer releases location information for sites. Site locations were last received in July 2016.

Government Publication Date: May 11, 2021

Historic Material Licensing Tracking System (MLTS) sites: HIST MLTS

A historic list of sites that have inactive licenses and/or removed from the Material Licensing Tracking System (MLTS). In some cases, a site is removed from the MLTS when the state becomes an "Agreement State". An Agreement State is a State that has signed an agreement with the Nuclear Regulatory Commission (NRC) authorizing the State to regulate certain uses of radioactive materials within the State.

Government Publication Date: Jan 31, 2010

Mines Master Index File: MINES

The Master Index File (MIF) is provided by the United States Department of Labor, Mine Safety and Health Administration (MSHA). This file, which was originally created in the 1970's, contained many Mine-IDs that were invalid. MSHA removes invalid IDs from the MIF upon discovery. MSHA applicable data includes the following: all Coal and Metal/Non-Metal mines under MSHA's jurisdiction since 1/1/1970; mine addresses for all mines in the database except for Abandoned mines prior to 1998 from MSHA's legacy system (addresses may or may not correspond with the physical location of the mine itself); violations that have been assessed penalties as a result of MSHA inspections beginning on 1/1/2000; and violations issued as a result of MSHA inspections conducted beginning on 1/1/2000.

Government Publication Date: Feb 5, 2024

Surface Mining Control and Reclamation Act Sites: SMCRA

This inventory of land and water impacted by past mining (primarily legacy coal mining operations) is maintained by the U.S. Department of the Interior's Office of Surface Mining Reclamation and Enforcement (OSMRE), as it provides information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). This inventory contains information on the type and extent of Abandoned Mine Land (AML) Problems, as well as information on the cost associated with the reclamation of those problems. The data is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed. Disclaimer: Per the OSMRE, States and tribes who enter their data into e-AMLIS (AML Inventory System) may truncate their latitude and longitude so the precise location of usually dangerous AMLs is not revealed in an effort to protect the public from searching for these AMLs, most of which are on private property. If more precise location information is needed, please contact the applicable state/tribe of interest.

Government Publication Date: May 20, 2024

Mineral Resource Data System: MRDS

The Mineral Resource Data System (MRDS) is a collection of reports describing metallic and nonmetallic mineral resources throughout the world. Included are deposit name, location, commodity, deposit description, geologic characteristics, production, reserves, resources, and references. This database contains the records previously provided in the Mineral Resource Data System (MRDS) of USGS and the Mineral Availability System/Mineral Industry Locator System (MAS/MILS) originated in the U.S. Bureau of Mines, which is now part of USGS. The USGS has ceased systematic updates of the MRDS database with their focus more recently on deposits of critical minerals while providing a well-documented baseline of historical mine locations from USGS topographic maps.

Government Publication Date: Mar 15, 2016

DOE Legacy Management Sites: LM SITES

The U.S. Department of Energy (DOE) Office of Legacy Management (LM) currently manages radioactive and chemical waste, environmental contamination, and hazardous material at over 100 sites across the U.S. The LM manages sites with diverse regulatory drivers (statutes or programs that direct cleanup and management requirements at DOE sites) or as part of internal DOE or congressionally-recognized programs, such as but not limited to: Formerly Utilized Sites Remedial Action Program (FUSRAP), Uranium Mill Tailings Radiation Control Act (UMTRCA Title I, Tile II), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Resource Conservation and Recovery Act (RCRA), Decontamination and Decommissioning (D&D), Nuclear Waste Policy Act (NWPA). This site listing includes data exported from the DOE Office of LM's Geospatial Environmental Mapping System (GEMS). GEMS Data disclaimer: The DOE Office of LM makes no representation or warranty, expressed or implied, regarding the use, accuracy, availability, or completeness of the data presented herein.

Government Publication Date: Dec 12, 2023

Alternative Fueling Stations: ALT FUELS

This list of alternative fueling stations is sourced from the Alternative Fuels Data Center (AFDC). The U.S. Department of Energy's Office of Energy Efficiency & Renewable Energy launched the AFDC in 1991 as a repository for alternative fuel vehicle performance data, which provides a wealth of information and data on alternative and renewable fuels, advanced vehicles, fuel-saving strategies, and emerging transportation technologies. The data includes Biodiesel (B20 and above), Compressed Natural Gas (CNG), Electric, Ethanol (E85), Hydrogen, Liquefied Natural Gas (LNG), Propane (LPG), and Renewable Diesel (R20 and above) fuel type locations.

Government Publication Date: Aug 29, 2024

Superfunds Consent Decrees: CONSENT DECREES

This list of Superfund consent decrees is provided by the Department of Justice, Environment & Natural Resources Division (ENRD) through a Freedom of Information Act (FOIA) applicable file. This listing includes Cases filed since 2010 limited to the following: Consent Decrees for CERCLA or Superfund Sites filed and/or as proposed within the ENRD's Case Management System (CMS); and applicable ENRD's Environmental Defense Section (EDS) CERCLA Cases with "Consent" in History Note. CMS may not reflect the latest developments in a case, nor can the agency guarantee the accuracy of the data. ENRD Disclaimer: Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA; response is limited to those records that are subject to the requirements of the FOIA; however, this should not be taken as an indication that excluded records do, or do not, exist.

Government Publication Date: Jun 26, 2024

Air Facility System: AFS

This EPA retired Air Facility System (AFS) dataset contains emissions, compliance, and enforcement data on stationary sources of air pollution. Regulated sources cover a wide spectrum; from large industrial facilities to relatively small operations such as dry cleaners. AFS does not contain data on facilities that are solely asbestos demolition and/or renovation contractors, or landfills. ECHO Clean Air Act data from AFS are frozen and reflect data as of October 17, 2014; the EPA retired this system for Clean Air Act stationary sources and transitioned to ICIS-Air.

Government Publication Date: Oct 17, 2014

Registered Pesticide Establishments: SSTS

This national list of active EPA-registered foreign and domestic pesticide and/or device-producing establishments is based on data from the Section Seven Tracking System (SSTS). The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) Section 7 requires that each producing establishment must place its EPA establishment number on the label or immediate container of each pesticide, active ingredient or device produced. An EPA establishment number on a pesticide product label identifies the EPA registered location where the product was produced. The list of establishments is made available by the U.S. Environmental Protection Agency (EPA).

Government Publication Date: Feb 29, 2024

Polychlorinated Biphenyl (PCB) Transformers: PCBT

Locations of Transformers Containing Polychlorinated Biphenyls (PCBs) registered with the United States Environmental Protection Agency. PCB transformer owners must register their transformer(s) with EPA. Although not required, PCB transformer owners who have removed and properly disposed of a registered PCB transformer may notify EPA to have their PCB transformer de-registered. Data made available by EPA.

Government Publication Date: Oct 15, 2019

Polychlorinated Biphenyl (PCB) Notifiers: PCB

Facilities included in the national list of facilities that have notified the United States Environmental Protection Agency (EPA) of Polychlorinated Biphenyl (PCB) activities. Any company or person storing, transporting or disposing of PCBs or conducting PCB research and development must notify the EPA and receive an identification number.

Government Publication Date: May 23, 2024

State

Historic Potential Business Activity Risk: HIST RISK

Proprietary list of sites identified as potentially having engaged in business activity that poses a higher-than-normal risk of contamination. Records originate from historical city directories, and are included in this list based on broad business categories Potentially Hazardous Chemical Users and Fuel and Automotive, including but not limited to Dry Cleaners and Fuel Stations, Garages, etc. Inclusion in this listing does not indicate that there is or ever has been contamination; rather, sites are included in this list due to their potential for having engaged in a business activity presenting an elevated risk of contamination. The list was compiled from various city directories including Polks, Millers, Mullin Kille, Interstate Directory, and State Directory Co; spanning roughly 1920s through 1960 depending on information available by city.

Government Publication Date: Jan 1, 1960

Priority Ranking List: PRIORITYCLEAN

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as a result of the operations of a drycleaning facility or wholesale supply facility (Chapter 376, Florida Statutes). The program is administered by the Florida Department of Environmental Protection (FDEP). The statute was sponsored by the drycleaning industry to address environmental, economic, and liability issues resulting from drycleaning solvent contamination. The program provides limited liability protection to the owner, operator and real property owner of drycleaning or wholesale supply facilities for cleanup of drycleaning solvent contamination if the parties meet the eligibility conditions stated in the law.

Government Publication Date: Mar 8, 2024

Dry Cleaning Facilities: DRYCLEANERS

A listing of dry cleaning facilities registered with the Florida Department of Environmental Protection (FDEP). The information contains facility identification number, site location information, related party (owner) information, and facility type and status. Data is taken from the Storage Tank & Contamination Monitoring database, the registration repository of dry cleaner facility data.

Government Publication Date: Apr 29, 2024

Delisted Dry Cleaning Facilities: DELISTED DRYCLEANERS

List of sites removed from the drycleaners database made available by the Florida Department of Environmental Conservation (DEC).

Government Publication Date: Apr 29, 2024

Historical Dry Cleaners: HISTORICAL DRYC

The Florida Department of Environmental Protection (FDEP) provided this historical database of regulated and non-regulated dry cleaning facilities. These facilities were at one time tracked and registered by the FDEP OCULUS Electronic Document Management System as "drums" in the underground storage tank database.

Government Publication Date: Aug 2, 2013

Oil and Hazardous Materials Incidents: SPILLS

Statewide listing of oil and hazardous materials spills and incidents recorded by the Florida Department of Environmental Protection (FDEP).

Government Publication Date: Sep 4, 2024

Contaminated Sites: DWM CONTAM

Florida Department of Environmental Protection (FDEP) Division of Waste Management (DWM) listing of active or known sites that include sites requiring cleanup but are not actively being worked on due to the agency's lack of funding (primarily petroleum and drycleaning).

Government Publication Date: Jul 14, 2023

Delisted Contaminated Sites: DEL CONTAM SITE

List of sites which were once included on the Florida Department of Environmental Protection (FDEP) Division of Waste Management (DWM)'s Contaminated Sites list. As sites on the Contaminated Sites (CS) list are cleaned up or closed under risk based corrective action, they are removed from the CS list.

Government Publication Date: Sep 30, 2015

Aqueous Film Forming Foam (AFFF): PFAS AFFF

A list of fire fighter training facilities that use or possibly used Aqueous Film Forming Foam (AFFF). This list is made available by the Florida Department of Environmental Protection (DEP).

Government Publication Date: Jan 30, 2024

PFAS Investigation at Federal Facilities: PFAS

List of sites - including Federal Facilities - in Florida at which either a) there has been confirmed or suspected usage of Aqueous Film Forming Foam (AFFF), or b) the Division of Waste Management has identified as a potential source or environmental impact related to per- and polyfluoroalkyl substances (PFAS). The Florida Department of Environmental Protection (DEP) is committed to the protection of the groundwater resources of the state and the public health and safety of residents. The DEP will continue its efforts to investigate and understand PFAS in the environment and the ecological and human health risks associated with PFAS contamination. Listings made available by the Florida Department of Environmental Protection (DEP).

Government Publication Date: Aug 26, 2024

Ground Water Contamination Areas: GW CONTAM

List of areas of known groundwater contamination made available by the Florida Department of Environmental Protection (DEP). 38 counties have been delineated primarily for the agricultural pesticide ethylene dibromide (EDB), and to a much lesser extent, volatile organic and petroleum contaminants. Permitted water wells in these areas must meet specific well construction criteria and water testing prior to well use. This dataset only indicates the presence or absence of specific groundwater contaminants and does not represent all known sources of groundwater contamination in the state of Florida.

Government Publication Date: Jul 12, 2023

Underground Injection Control Wells: UIC

Class I Underground Injection Control (UIC) wells that are currently or were previously active, as well as proposed sites, regulated by the Florida Department of Environmental Protection (FDEP). Class I UIC wells are used to inject nonhazardous waste, hazardous waste (new hazardous waste wells were banned in 1983), or municipal waste below the lowermost underground source of drinking water.

Government Publication Date: May 28, 2024

Well Surveillance Program Facilities: WELL SURVEILLANCE

List of facilities made available by the Florida Health Well Surveillance group. The Well Surveillance group manages several programs to identify and monitor areas in Florida where contaminated drinking water is suspected and may pose a threat to public health. The section coordinates with the County Health Departments (CHDs) to locate potable wells and conduct water sampling for contaminants of concern. The Well Surveillance Section is composed of the State Underground Petroleum Environmental Response Act (SUPER Act), Drinking Water Toxics Program (Toxics), Drycleaner Solvent Cleanup Program (DSCP). Includes locations of known cattle dipping vats.

Government Publication Date: Jul 22, 2024

Cattle Dip Vats: CDV SOUTHEAST

A list of Cattle Dip Vats in Southeast Florida made available by the Florida Department of Environmental Protection.

Government Publication Date: Jan 19, 2017

Tier 2 Report: TIER 2

A list of Tier 2 facilities in the state of Florida. The list tracks the inventory of chemicals within a particular facility. This list is provided by the Florida Division of Emergency Management.

Government Publication Date: Apr 2, 2024

Delisted County Records: DELISTED COUNTY

Records removed from county databases. Records may be removed from the county lists made available by the respective county departments because they are inactive, or because they have been deemed to be below reportable thresholds.

Government Publication Date: Aug 27, 2024

Tribal

No Tribal additional environmental record sources available for this State.

County

Definitions

Database Descriptions: This section provides a detailed explanation for each database including: source, information available, time coverage, and acronyms used. They are listed in alphabetic order.

Detail Report: This is the section of the report which provides the most detail for each individual record. Records are summarized by location, starting with the project property followed by records in closest proximity.

Distance: The distance value is the distance between plotted points, not necessarily the distance between the sites' boundaries. All values are an approximation.

Direction: The direction value is the compass direction of the site in respect to the project property and/or center point of the report.

Elevation: The elevation value is taken from the location at which the records for the site address have been plotted. All values are an approximation. Source: Google Elevation API.

Executive Summary: This portion of the report is divided into 3 sections:

'Report Summary'- Displays a chart indicating how many records fall on the project property and, within the report search radii.

'Site Report Summary'-Project Property'- This section lists all the records which fall on the project property. For more details, see the 'Detail Report' section.

'Site Report Summary-Surrounding Properties'- This section summarizes all records on adjacent properties, listing them in order of proximity from the project property. For more details, see the 'Detail Report' section.

Map Key: The map key number is assigned according to closest proximity from the project property. Map Key numbers always start at #1. The project property will always have a map key of '1' if records are available. If there is a number in brackets beside the main number, this will indicate the number of records on that specific property. If there is no number in brackets, there is only one record for that property.

The symbol and colour used indicates 'elevation': the red inverted triangle will dictate 'ERIS Sites with Lower Elevation', the yellow triangle will dictate 'ERIS Sites with Higher Elevation' and the orange square will dictate 'ERIS Sites with Same Elevation.'

Unplottables: These are records that could not be mapped due to various reasons, including limited geographic information. These records may or may not be in your study area, and are included as reference.

PSR
PHYSICAL SETTING REPORT

Property Information

Order Number:		24101100312p
Date Completed:		October 12, 2024
Project Number:		24-460411.1
Project Property:		New Village 3401 2nd Avenue North Palm Springs FL 33461
Coordinates:		
	Latitude:	26.6195999
	Longitude:	-80.0967627
	UTM Northing:	2944643.35019 Meters
	UTM Easting:	589934.456242 Meters
	UTM Zone:	UTM Zone 17R
	Elevation:	11.90 ft
	Slope Direction:	NNW

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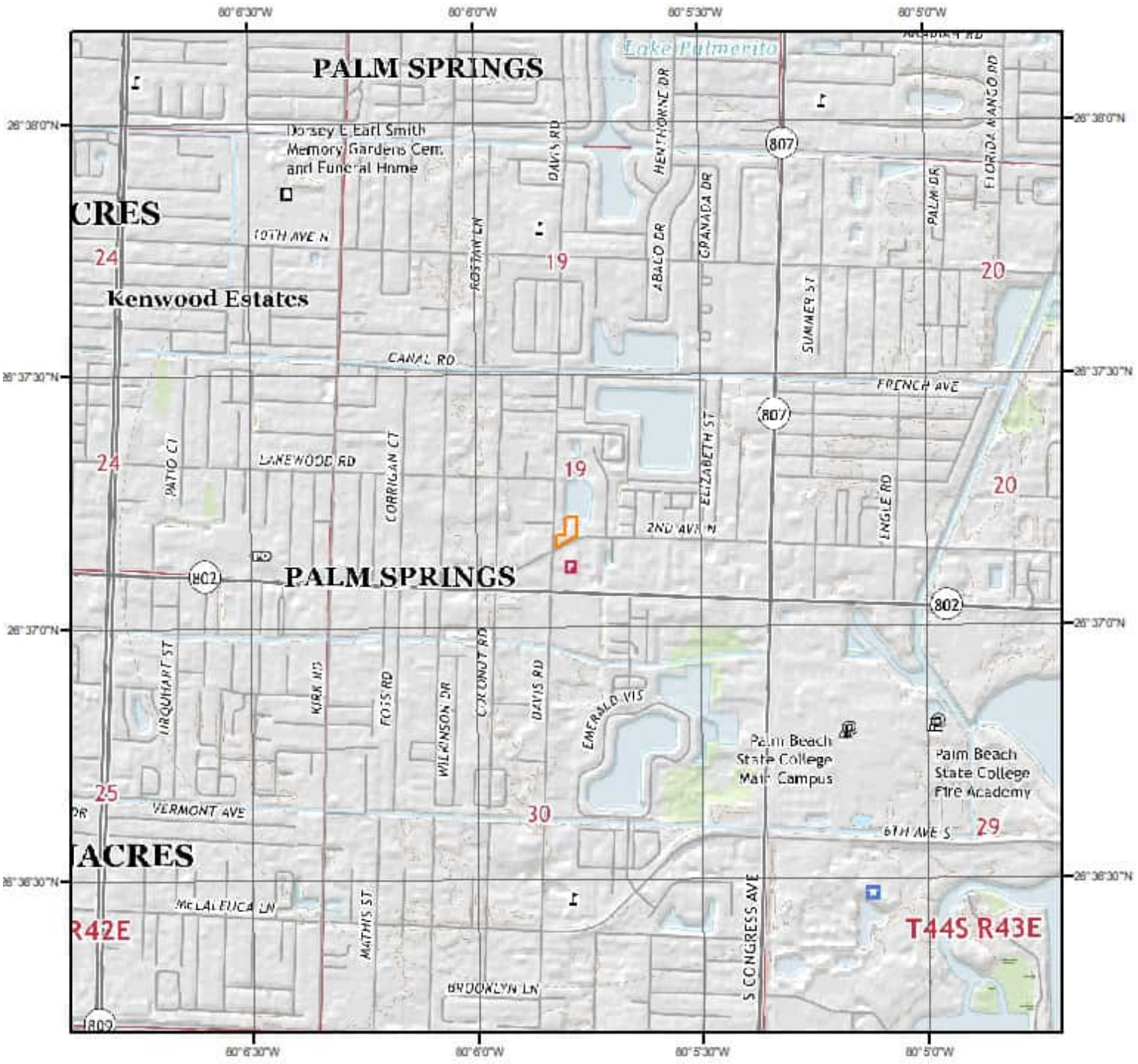
The ERIS ***Physical Setting Report - PSR*** provides comprehensive information about the physical setting around a site and includes a complete overview of topography and surface topology, in addition to hydrologic, geologic and soil characteristics. The location and detailed attributes of oil and gas wells, water wells, public water systems and radon are also included for review.

The compilation of both physical characteristics of a site and additional attribute data is useful in assessing the impact of migration of contaminants and subsequent impact on soils and groundwater.

Disclaimer

This Report does not provide a full environmental evaluation for the site or adjacent properties. Please see the terms and disclaimer at the end of the Report for greater detail.

Topographic Information



Current USGS Topo (2021)

0 0.2 0.4 0.8 Miles

N

Quadrangle(s): Palm Beach,FL; Lake Worth,FL

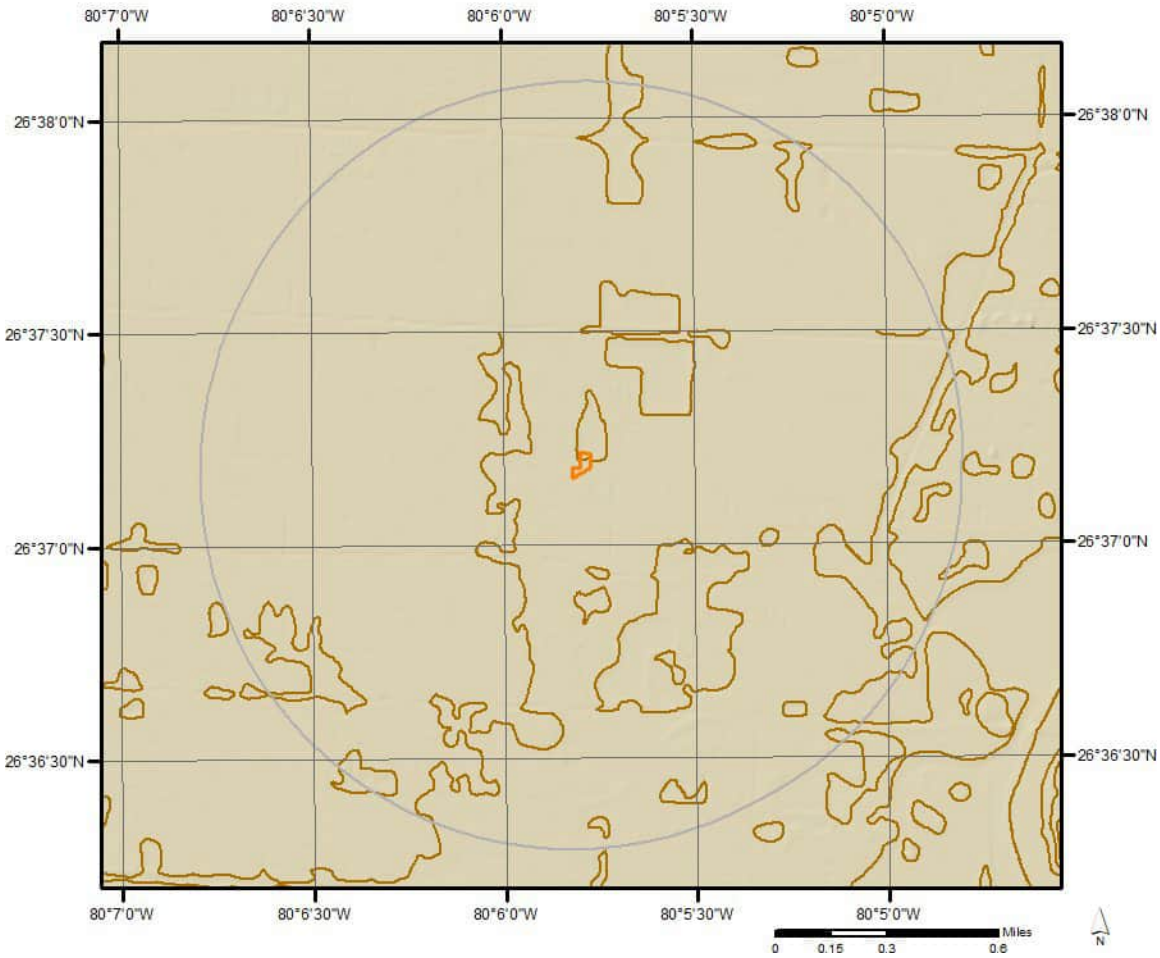
Source: USGS 7.5 Minute Topographic Map

Topographic Information

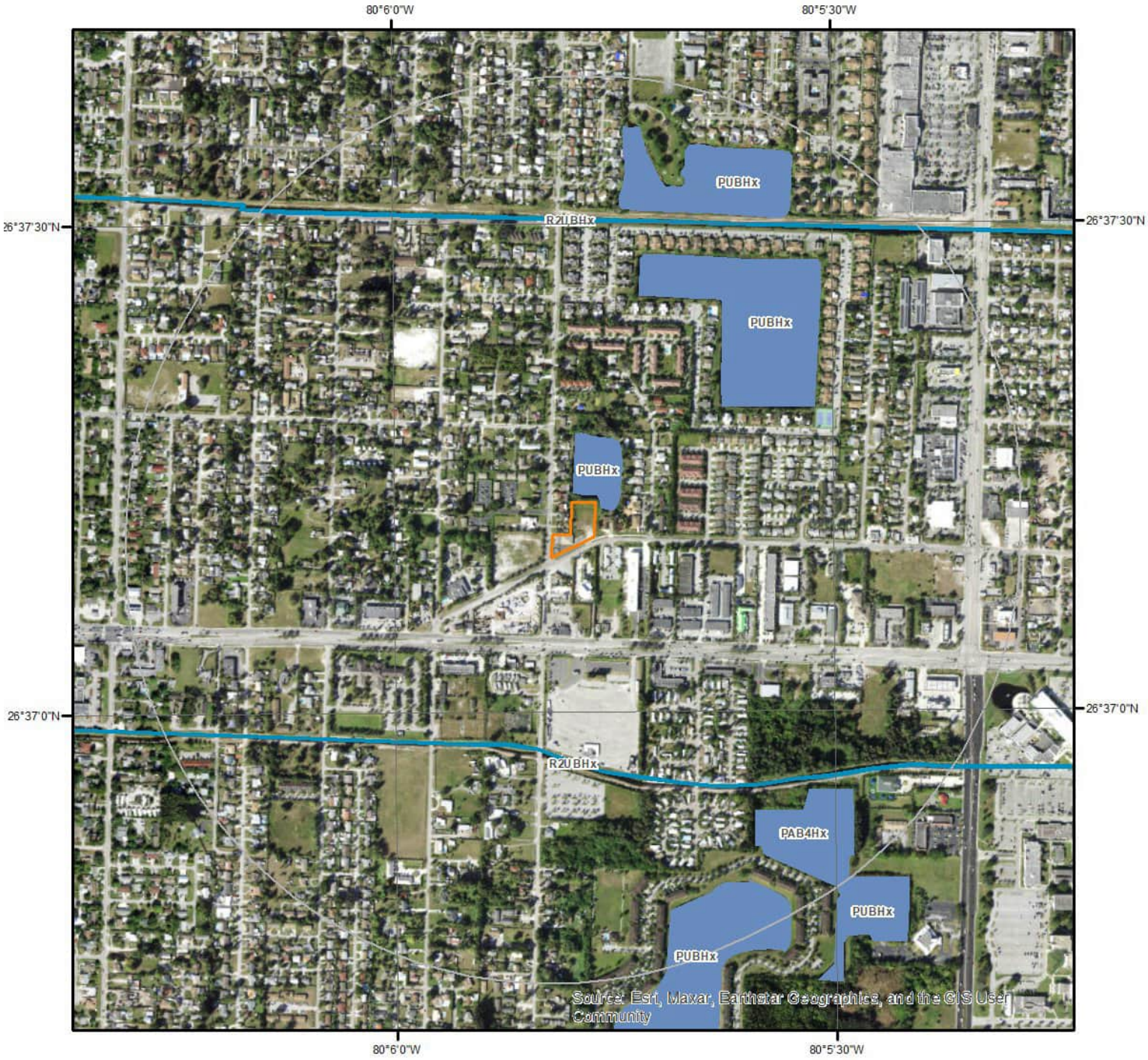
The previous topographic map(s) are created by seamlessly merging and cutting current USGS topographic data. Below are shaded relief map(s), derived from USGS elevation data to show surrounding topography in further detail.

Topographic information at project property:

Elevation:	11.90 ft
Slope Direction:	NNW



Hydrologic Information



Wetland

0 0.075 0.15 0.3 Miles

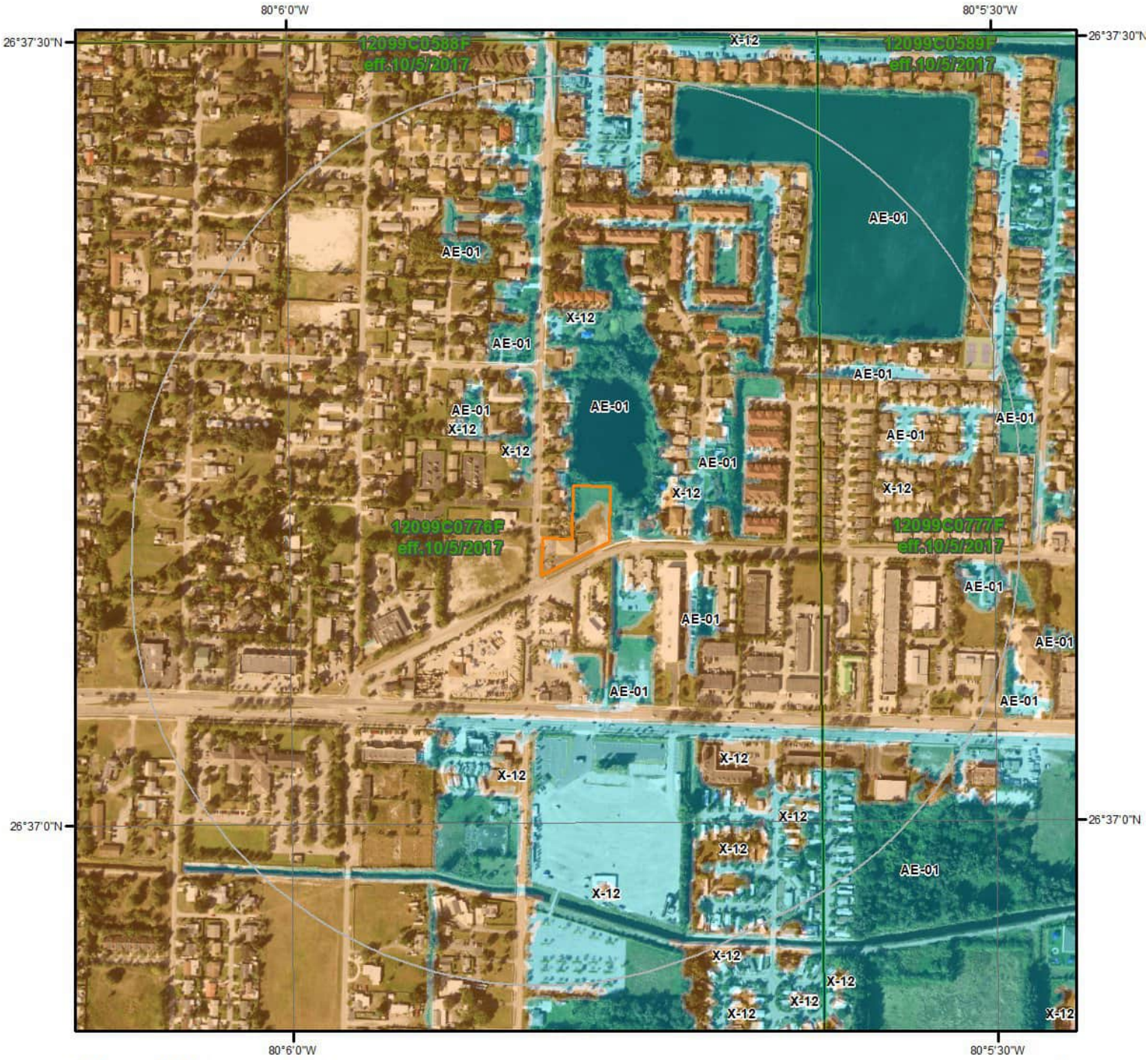
N

This map shows wetland existence using data from US Fish & Wildlife.
Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

ERIS

Hydrologic Information



Flood Hazard Zones

This map shows FEMA flood hazard zones based on FEMA's National Flood Hazard Layer. FIRM Panels are overlayed. An absent FIRM panel represents no data available.

Miles
0 0.075 0.15

N

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee
- Area with Risk Due to Levee
- Open Water

Quadrangle(s): Palm Beach,FL; Lake Worth,FL

ERIS

Hydrologic Information

The Wetland Type map shows wetland existence overlaid on an aerial imagery. The Flood Hazard Zones map shows FEMA flood hazard zones overlaid on an aerial imagery. Relevant FIRM panels and detailed zone information is provided below.
For detailed Zone descriptions please click the link: https://floodadvocate.com/fema-zone-definitions

Available FIRM Panels in area:	12099C0776F(effective:2017-10-05) 12099C0777F(effective:2017-10-05)

Flood Zone AE-01

Zone:	AE
Zone subtype:	

Flood Zone X-12

Zone:	X
Zone subtype:	AREA OF MINIMAL FLOOD HAZARD

Hydrologic Information

FEMA Flood Zone Definitions

Special Flood Hazard Areas – High Risk

Special Flood Hazard Areas represent the area subject to inundation by 1-percent-annual chance flood. Structures located within the SFHA have a 26-percent chance of flooding during the life of a standard 30-year mortgage. Federal floodplain management regulations and mandatory flood insurance purchase requirements apply in these zones.

ZONE	DESCRIPTION
A	Areas subject to inundation by the 1-percent-annual-chance flood event. Because detailed hydraulic analyses have not been performed, no Base Flood Elevations (BFEs) or flood depths are shown.
AE, A1-A30	Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. BFEs are shown within these zones. (Zone AE is used on new and revised maps in place of Zones A1–A30.)
AH	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are 1–3 feet. BFEs derived from detailed hydraulic analyses are shown in this zone.
AO	Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are 1–3 feet. Average flood depths derived from detailed hydraulic analyses are shown within this zone.
AR	Areas that result from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.
A99	Areas subject to inundation by the 1-percent-annual-chance flood event, but which will ultimately be protected upon completion of an under-construction Federal flood protection system. These are areas of special flood hazard where enough progress has been made on the construction of a protection system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. Zone A99 may be used only when the flood protection system has reached specified statutory progress toward completion. No BFEs or flood depths are shown.

Coastal High Hazard Areas – High Risk

Coastal High Hazard Areas (CHHA) represent the area subject to inundation by 1-percent-annual chance flood, extending from offshore to the inland limit of a primary front al dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Structures located within the CHHA have a 26-percent chance of flooding during the life of a standard 30-year mortgage. Federal floodplain management regulations and mandatory purchase requirements apply in these zones.

ZONE	DESCRIPTION
V	Areas along coasts subject to inundation by the 1-percent-annual-chance flood event with additional hazards associated with storm-induced waves. Because detailed coastal analyses have not been performed, no BFEs or flood depths are shown.
VE, V1-V30	Areas along coasts subject to inundation by the 1-percent-annual-chance flood event with additional hazards due to storm-induced velocity wave action. BFEs derived from detailed hydraulic coastal analyses are shown within these zones. (Zone VE is used on new and revised maps in place of Zones V1–V30.)

Hydrologic Information

Moderate and Minimal Risk Areas

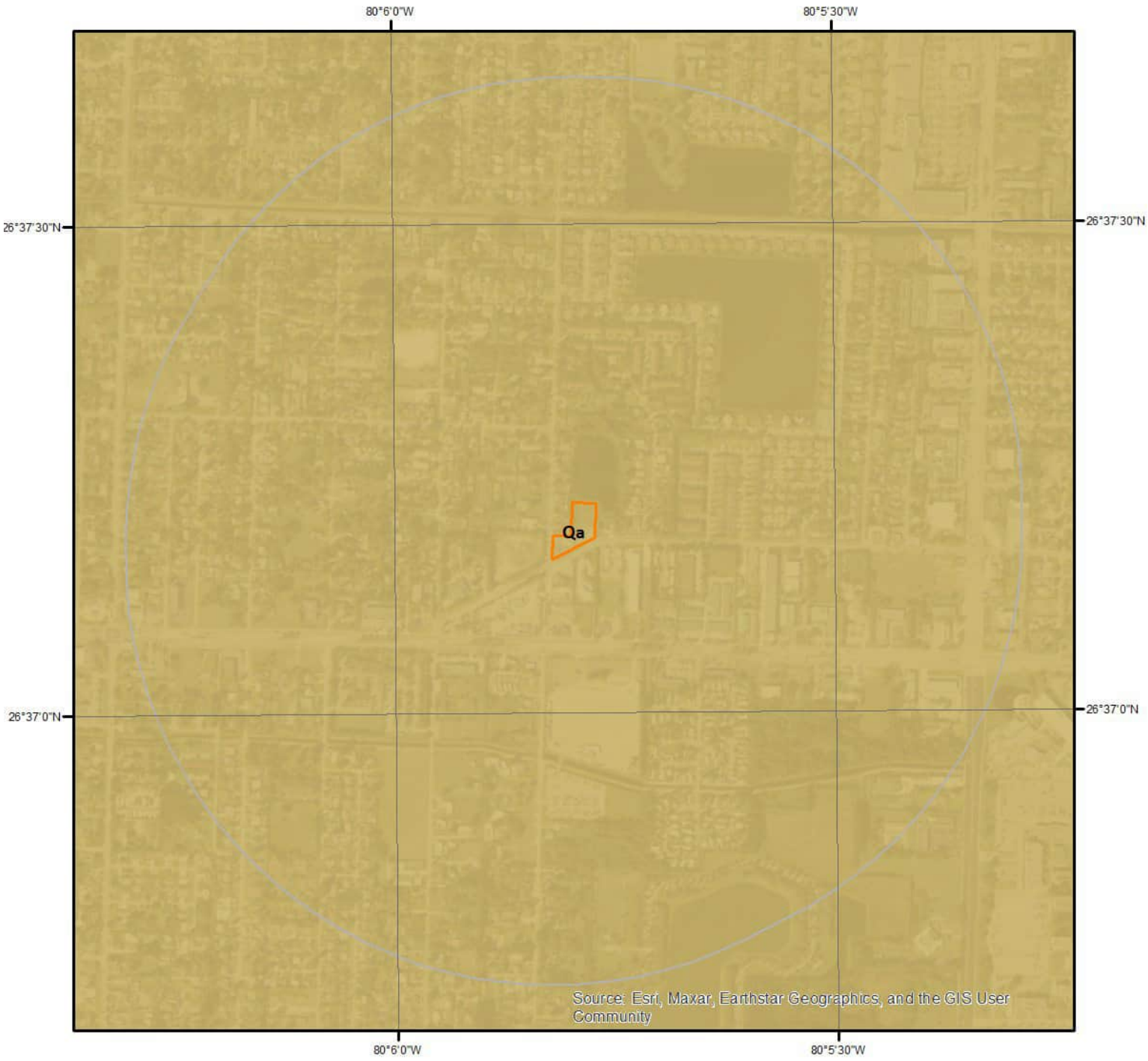
Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local stormwater drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25-percent of all flood claims filed are for structures located within these zones.

ZONE	DESCRIPTION
B, X (shaded)	Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee. No BFEs or base flood depths are shown within these zones. (Zone X (shaded) is used on new and revised maps in place of Zone B.)
C, X (unshaded)	Minimal risk areas outside the 1-percent and .2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Undetermined Risk Areas

ZONE	DESCRIPTION
D	Unstudied areas where flood hazards are undetermined, but flooding is possible. No mandatory flood insurance purchase requirements apply, but coverage is available in participating communities.

Geologic Information



Geologic Units

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.

N

0 0.125 0.25 Miles

ERIS

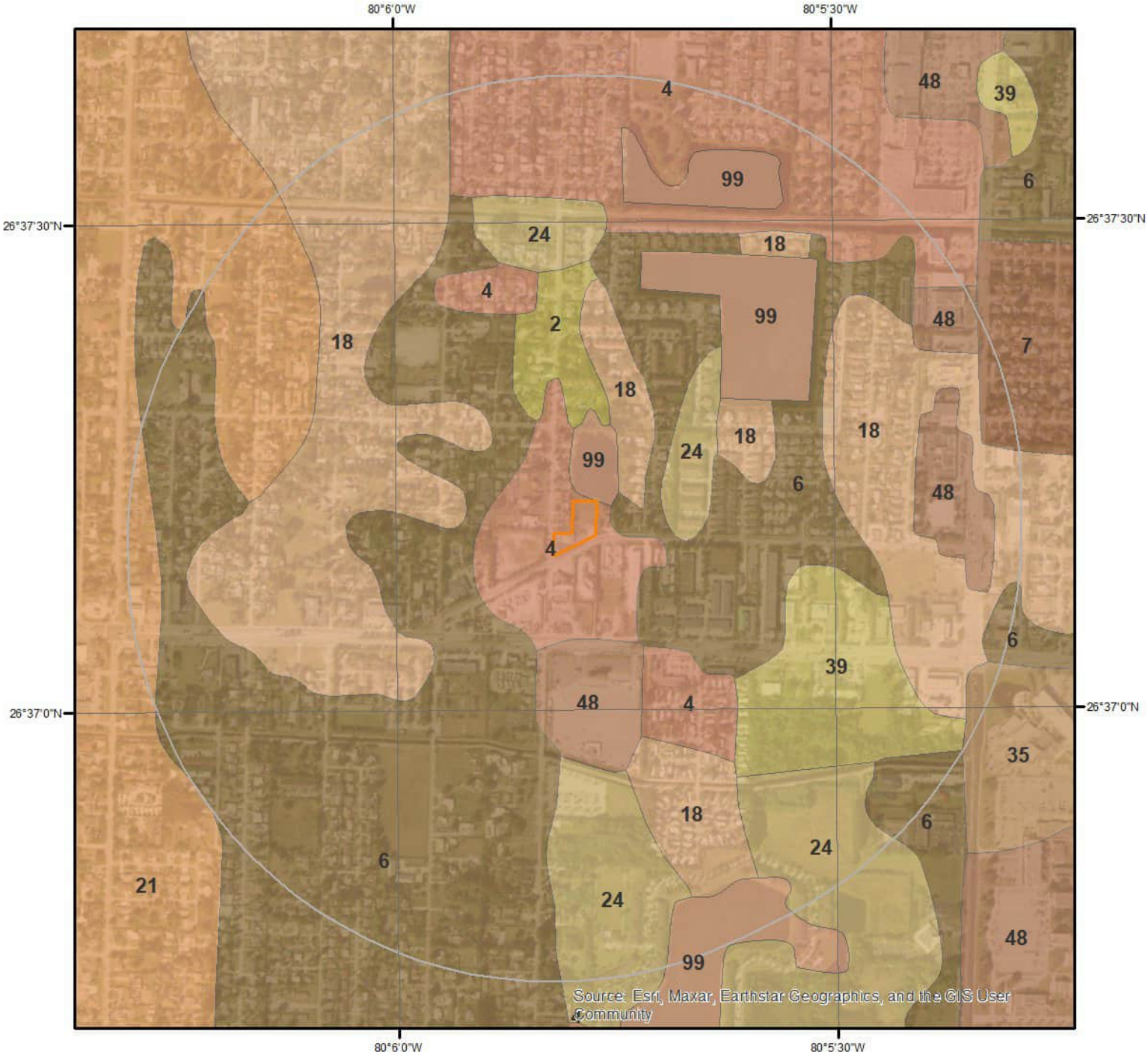
Geologic Information

The previous page shows USGS geology information. Detailed information about each unit is provided below.

Geologic Unit Qa

Unit Name:	Anastasia Formation
Unit Age:	Pleistocene
Primary Rock Type:	Sand
Secondary Rock Type:	Limestone
Unit Description:	The Atlantic Coastal Ridge is underlain by the Anastasia Formation from St. Johns County southward to Palm Beach County. Excellent exposures occur in Flagler County in Washington Oaks State Park, in Martin County at the House of Refuge on Hutchinson Island and at Blowing Rocks in Palm Beach County. An impressive exposure of Anastasia Formation sediments occurs along Country Club Road in Palm Beach County (Lovejoy, 1992). The Anastasia Formation generally is recognized near the coast but extends inland as much as 20 miles (32 kilometers) in St. Lucie and Martin Counties. The Anastasia Formation, named by Sellards (1912),is composed of interbedded sands and coquinoid limestones. The most recognized facies of the Anastasia sediments is an orangish brown, unindurated to moderately indurated, coquina of whole and fragmented mollusk shells in a matrix of sand often cemented by sparry calcite. Sands occur as light gray to tan and orangish brown, unconsolidated to moderately indurated, unfossiliferous to very fossiliferous beds. The Anastasia Formation forms part of the surficial aquifer system.

Soil Information



SSURGO Soils

N

0 0.125 0.25 Miles

This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.

ERIS

Soil Information

The previous page shows a soil map using SSURGO data from USDA Natural Resources Conservation Service. Detailed information about each unit is provided below.

Map Unit 18 (3.82%)

Map Unit Name:	Immokalee fine sand, 0 to 2 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	31cm
Drainage Class - Dominant:	Poorly drained
Hydrologic Group - Dominant:	B/D - These soils have moderately low runoff potential when drained and high runoff potential when undrained.

Major components are printed below

Immokalee(90%)

horizon A(0cm to 15cm)	Fine sand
horizon E(15cm to 89cm)	Fine sand
horizon Bh(89cm to 137cm)	Fine sand
horizon BC(137cm to 203cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 18 - Immokalee fine sand, 0 to 2 percent slopes

Component: Immokalee (90%)
The Immokalee component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Basinger (4%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Component: Basinger (4%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Component: Wabasso (2%)
Generated brief soil descriptions are created for major soil components. The Wabasso soil is a minor component.

Component: Pomello (2%)
Generated brief soil descriptions are created for major soil components. The Pomello soil is a minor component.

Component: Placid (1%)
Generated brief soil descriptions are created for major soil components. The Placid soil is a minor component.

Component: Margate (1%)
Generated brief soil descriptions are created for major soil components. The Margate soil is a minor component.

Map Unit 2 (0.1%)

Map Unit Name:	Anclote fine sand
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	7cm

Soil Information

Drainage Class - Dominant:	Very poorly drained
Hydrologic Group - Dominant:	A/D - These soils have low runoff potential when drained and high runoff potential when undrained.

Major components are printed below

Anclote(90%)

horizon A(0cm to 48cm)	Fine sand
horizon Cg(48cm to 183cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 2 - Anclote fine sand

Component: Anclote (90%)
The Anclote component makes up 90 percent of the map unit. Slopes are 0 to 2 percent. This component is on drainageways on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 3 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 6 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Basinger (3%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Component: Okeelanta (3%)
Generated brief soil descriptions are created for major soil components. The Okeelanta, drained soil is a minor component.

Component: Pompano (2%)
Generated brief soil descriptions are created for major soil components. The Pompano soil is a minor component.

Component: Sanibel (2%)
Generated brief soil descriptions are created for major soil components. The Sanibel soil is a minor component.

Map Unit 21 (82.79%)

Map Unit Name:	Myakka fine sand, 0 to 2 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	31cm
Drainage Class - Dominant:	Poorly drained
Hydrologic Group - Dominant:	A/D - These soils have low runoff potential when drained and high runoff potential when undrained.

Major components are printed below

Myakka(85%)

horizon A(0cm to 15cm)	Fine sand
horizon E(15cm to 51cm)	Fine sand
horizon Bh(51cm to 91cm)	Fine sand
horizon C(91cm to 203cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 21 - Myakka fine sand, 0 to 2 percent slopes

Component: Myakka (85%)
The Myakka component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on flatwoods on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60

inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 12 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Basinger (5%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Component: Wabasso (4%)
Generated brief soil descriptions are created for major soil components. The Wabasso soil is a minor component.

Component: Cassia (3%)
Generated brief soil descriptions are created for major soil components. The Cassia soil is a minor component.

Component: Immokalee (2%)
Generated brief soil descriptions are created for major soil components. The Immokalee soil is a minor component.

Component: Satellite (1%)
Generated brief soil descriptions are created for major soil components. The Satellite soil is a minor component.

Map Unit 24 (0.97%)

Map Unit Name:	Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	0cm
Drainage Class - Dominant:	Very poorly drained
Hydrologic Group - Dominant:	A/D - These soils have low runoff potential when drained and high runoff potential when undrained.

Major components are printed below

Okeelanta(90%)

horizon Oa(0cm to 79cm)	Muck
horizon Cg(79cm to 165cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 24 - Okeelanta muck, drained, frequently ponded, 0 to 1 percent slopes

Component: Okeelanta (90%)
The Okeelanta, drained component makes up 90 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of herbaceous organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very high. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 75 percent. Nonirrigated land capability classification is 3w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Sanibel (5%)
Generated brief soil descriptions are created for major soil components. The Sanibel soil is a minor component.

Component: Tequesta (3%)
Generated brief soil descriptions are created for major soil components. The Tequesta soil is a minor component.

Component: Basinger (2%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Soil Information

Map Unit 35 (1.63%)

Map Unit Name:	Quartzipsamments, shaped, 0 to 5 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	A - Soils in this group have low runoff potential when thoroughly wet. Water is transmitted freely through the soil.

Major components are printed below

Quartzipsamments(100%)

horizon A(0cm to 15cm)	Fine sand
horizon C(15cm to 203cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 35 - Quartzipsamments, shaped, 0 to 5 percent slopes

Component: Quartzipsamments (100%)
The Quartzipsamments component makes up 100 percent of the map unit. Slopes are 0 to 5 percent. This component is on fills on rises on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is very high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 0 percent. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Map Unit 39 (0.29%)

Map Unit Name:	Sanibel muck
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	0cm
Drainage Class - Dominant:	Very poorly drained
Hydrologic Group - Dominant:	A/D - These soils have low runoff potential when drained and high runoff potential when undrained.

Major components are printed below

Sanibel(85%)

horizon Oa(0cm to 30cm)	Muck
horizon A(30cm to 46cm)	Sand
horizon Cg(46cm to 183cm)	Sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 39 - Sanibel muck

Component: Sanibel (85%)
The Sanibel component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on depressions on marine terraces on coastal plains. The parent material consists of thin organic material over sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is very poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 0 inches during January, February, March, April, May, June, July, August, September, October, November, December. Organic matter content in the surface horizon is about 38 percent. Nonirrigated land capability classification is 7w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Anclote (4%)
Generated brief soil descriptions are created for major soil components. The Anclote soil is a minor component.

Soil Information

Component: Okeelanta (4%)
Generated brief soil descriptions are created for major soil components. The Okeelanta, drained soil is a minor component.

Component: Holopaw (4%)
Generated brief soil descriptions are created for major soil components. The Holopaw soil is a minor component.

Component: Tequesta (3%)
Generated brief soil descriptions are created for major soil components. The Tequesta soil is a minor component.

Map Unit 4 (2.93%)

Map Unit Name:	Arents-Urban land complex, 0 to 5 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	76cm
Drainage Class - Dominant:	Somewhat poorly drained
Hydrologic Group - Dominant:	A - Soils in this group have low runoff potential when thoroughly wet. Water is transmitted freely through the soil.

Major components are printed below

Arents(60%)

horizon A(0cm to 10cm)	Sand
horizon C1(10cm to 81cm)	Sand
horizon C2(81cm to 183cm)	Sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 4 - Arents-Urban land complex, 0 to 5 percent slopes

Component: Arents (60%)
The Arents component makes up 60 percent of the map unit. Slopes are 0 to 5 percent. This component is on fills, rises on marine terraces on coastal plains. The parent material consists of altered marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is very low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 30 inches during June, July, August, September, October, November. Organic matter content in the surface horizon is about 0 percent. Nonirrigated land capability classification is 6s. This soil does not meet hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (35%)
Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Component: Basinger (5%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Map Unit 48 (0.26%)

Map Unit Name:	Urban land, 0 to 2 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	
Drainage Class - Dominant:	
Hydrologic Group - Dominant:	

Major components are printed below

Component Description:

Minor map unit components are excluded from this report.

Soil Information

Map Unit: 48 - Urban land, 0 to 2 percent slopes

Component: Urban land (85%)
Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Component: Matlacha (3%)
Generated brief soil descriptions are created for major soil components. The Matlacha soil is a minor component.

Component: St. Augustine (3%)
Generated brief soil descriptions are created for major soil components. The St. Augustine soil is a minor component.

Component: Adamsville (1%)
Generated brief soil descriptions are created for major soil components. The Adamsville soil is a minor component.

Component: Paola (1%)
Generated brief soil descriptions are created for major soil components. The Paola soil is a minor component.

Component: Boca (1%)
Generated brief soil descriptions are created for major soil components. The Boca soil is a minor component.

Component: Immokalee (1%)
Generated brief soil descriptions are created for major soil components. The Immokalee soil is a minor component.

Component: EauGallie (1%)
Generated brief soil descriptions are created for major soil components. The EauGallie soil is a minor component.

Component: Hallandale (1%)
Generated brief soil descriptions are created for major soil components. The Hallandale soil is a minor component.

Component: Myakka (1%)
Generated brief soil descriptions are created for major soil components. The Myakka soil is a minor component.

Component: Apopka (1%)
Generated brief soil descriptions are created for major soil components. The Apopka soil is a minor component.

Component: Pomello (1%)
Generated brief soil descriptions are created for major soil components. The Pomello soil is a minor component.

Map Unit 6 (5.94%)

Map Unit Name:	Basinger fine sand, 0 to 2 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	15cm
Drainage Class - Dominant:	Poorly drained
Hydrologic Group - Dominant:	A/D - These soils have low runoff potential when drained and high runoff potential when undrained.

Major components are printed below

Basinger(80%)

horizon Ag(0cm to 5cm)	Fine sand
horizon Eg(5cm to 46cm)	Fine sand
horizon Bh/E(46cm to 91cm)	Fine sand
horizon Cg(91cm to 203cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 6 - Basinger fine sand, 0 to 2 percent slopes

Component: Basinger (80%)
The Basinger component makes up 80 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine

terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is frequently ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Myakka (6%)
Generated brief soil descriptions are created for major soil components. The Myakka soil is a minor component.

Component: Pompano (4%)
Generated brief soil descriptions are created for major soil components. The Pompano soil is a minor component.

Component: Immokalee (4%)
Generated brief soil descriptions are created for major soil components. The Immokalee soil is a minor component.

Component: Placid (4%)
Generated brief soil descriptions are created for major soil components. The Placid soil is a minor component.

Component: Felda (1%)
Generated brief soil descriptions are created for major soil components. The Felda soil is a minor component.

Component: Anclote (1%)
Generated brief soil descriptions are created for major soil components. The Anclote soil is a minor component.

Map Unit 7 (0.84%)

Map Unit Name:	Basinger fine sand-Urban land complex, 0 to 2 percent slopes
Bedrock Depth - Min:	
Watertable Depth - Annual Min:	15cm
Drainage Class - Dominant:	Poorly drained
Hydrologic Group - Dominant:	A/D - These soils have low runoff potential when drained and high runoff potential when undrained.
Major components are printed below	
Basinger(42%)	
horizon Ag(0cm to 5cm)	Fine sand
horizon Eg(5cm to 46cm)	Fine sand
horizon Bh/E(46cm to 91cm)	Fine sand
horizon Cg(91cm to 203cm)	Fine sand

Component Description:

Minor map unit components are excluded from this report.

Map Unit: 7 - Basinger fine sand-Urban land complex, 0 to 2 percent slopes

Component: Basinger (42%)
The Basinger component makes up 42 percent of the map unit. Slopes are 0 to 2 percent. This component is on flats on marine terraces on coastal plains. The parent material consists of sandy marine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during July, August, September, October. Organic matter content in the surface horizon is about 2 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

Component: Urban land (36%)
Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Component: Myakka (5%)
Generated brief soil descriptions are created for major soil components. The Myakka soil is a minor component.

Soil Information

Component: Placid (4%)
Generated brief soil descriptions are created for major soil components. The Placid soil is a minor component.

Component: Immokalee (4%)
Generated brief soil descriptions are created for major soil components. The Immokalee soil is a minor component.

Component: Margate (3%)
Generated brief soil descriptions are created for major soil components. The Margate soil is a minor component.

Component: Matlacha (3%)
Generated brief soil descriptions are created for major soil components. The Matlacha soil is a minor component.

Component: Basinger (2%)
Generated brief soil descriptions are created for major soil components. The Basinger soil is a minor component.

Component: Felda (1%)
Generated brief soil descriptions are created for major soil components. The Felda soil is a minor component.

Map Unit 99 (0.45%)

Map Unit Name: Water

No more attributes available for this map unit

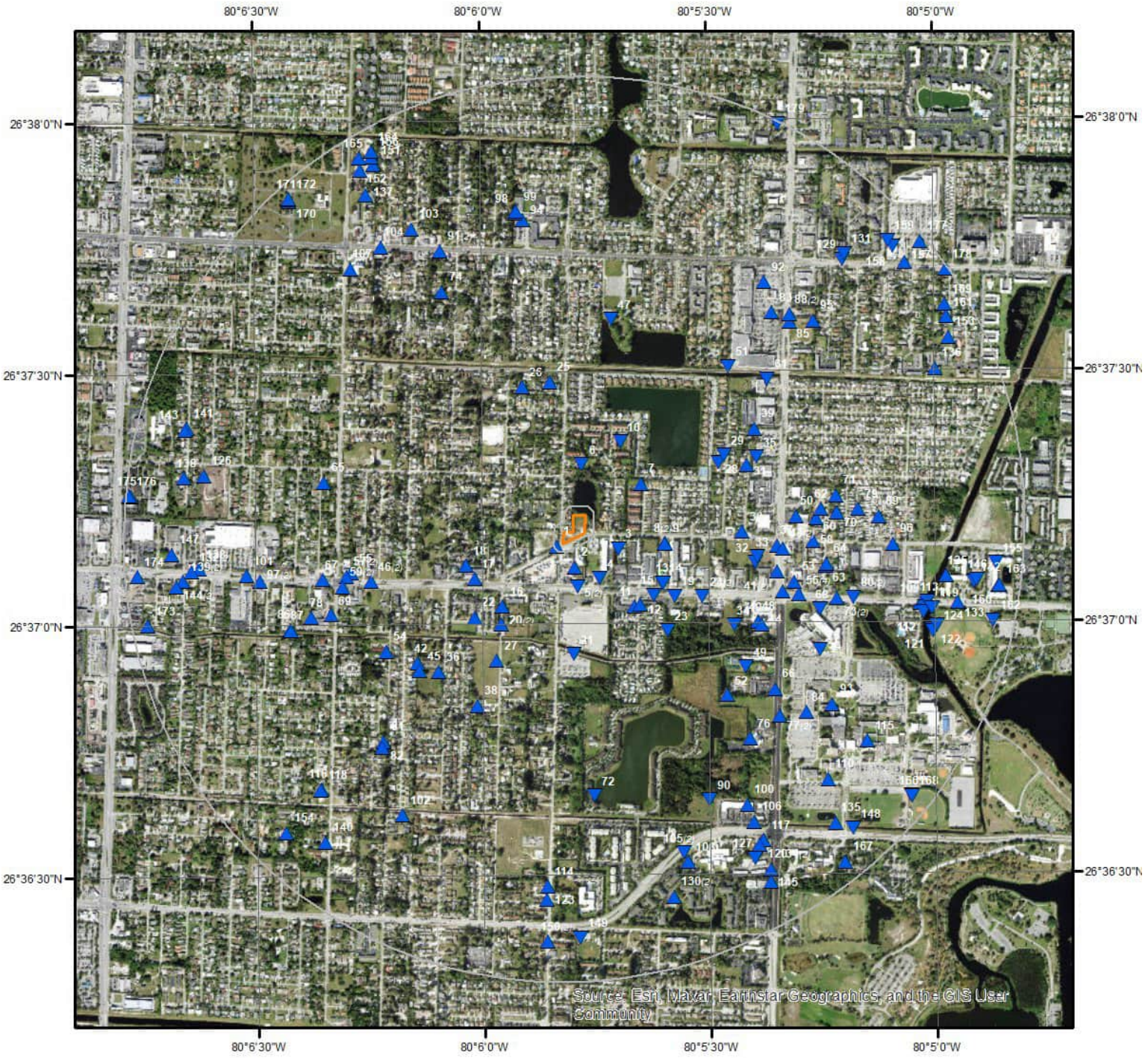
Component Description:

Minor map unit components are excluded from this report.

Map Unit: 99 - Water

Component: Water (100%)
Generated brief soil descriptions are created for major soil components. The Water is a miscellaneous area.

Wells and Additional Sources



Wells & Additional Sources

N

0 0.15 0.3 0.6 Miles

- Sites with Higher Elevation
- Sites with Same Elevation
- Sites with Lower Elevation
- Sites with Unknown Elevation
- OGW Sites with Higher Elevation
- OGW Sites with Same Elevation
- OGW Sites with Lower Elevation
- OGW Sites with Unknown Elevation

ERIS

Wells and Additional Sources Summary

Federal Sources

Public Water Systems Violations and Enforcement Data

Map Key	PWS ID	Distance (ft)	Direction
5	FL4501481	546.32	S
8	FL4504211	977.00	E
20	FL4500772	1211.54	SW
24	FL4504150	1615.80	ESE
37	FL4504111	2317.23	E
41	FL4504543	2359.87	ESE
43	FL4501583	2388.55	E
46	FL4504416	2348.98	WSW
57	FL4504176	2632.98	WSW
59	FL4500805	2695.22	WSW
73	FL4500544	3130.13	ESE
77	FL4500116	3217.26	SE
80	FL4504470	3327.55	ESE
88	FL4501643	3449.90	NE
91	FL4504118	3558.40	NNW
97	FL4501446	3666.92	W
105	FL4500742	4000.48	SSE
132	FL4501015	4470.98	W
134	FL4501471	4627.02	SSE
139	FL4504198	4581.86	W
150	FL4504428	4791.87	S

Safe Drinking Water Information System (SDWIS)

Map Key	PWS ID	Distance (ft)	Direction
5	FL4501481	546.32	S
8	FL4504211	977.00	E
9	FL4504282	977.14	E
15	FL4504519	1125.89	SE
19	FL4504408	1325.60	SE
20	FL4500772	1211.54	SW
24	FL4504150	1615.80	ESE
37	FL4504111	2317.23	E
41	FL4504543	2359.87	ESE
43	FL4501583	2388.55	E
44	FL4504466	2398.36	ESE
46	FL4504416	2348.98	WSW
53	FL4504435	2592.05	ESE
57	FL4504176	2632.98	WSW
58	FL4504727	2751.86	E
59	FL4500805	2695.22	WSW
66	FL4504504	2960.32	SE
67	FL4504404	2911.89	WSW
73	FL4500544	3130.13	ESE
77	FL4500116	3217.26	SE
80	FL4504470	3327.55	ESE
85	FL4504030	3387.24	NE
88	FL4501643	3449.90	NE
91	FL4504118	3558.40	NNW
96	FL4501246	3708.41	E
97	FL4501446	3666.92	W
104	FL4500049	3967.26	NW
105	FL4500742	4000.48	SSE

132	FL4501015	4470.98	W
134	FL4501471	4627.02	SSE
137	FL4500814	4579.19	NNW
139	FL4504198	4581.86	W
140	FL4504513	4582.83	SW
144	FL4500059	4675.02	W
144	FL4500060	4675.02	W
145	FL4501048	4758.35	SSE
150	FL4504428	4791.87	S
174	FL4504074	5121.72	W
178	FL4500249	5250.03	NE

USGS National Water Information System

Map Key	Site No	Distance (ft)	Direction
56	USGS-263702080051903	2680.49	ESE
56	USGS-263702080051904	2680.49	ESE
56	USGS-263702080051901	2680.49	ESE
56	USGS-263702080051902	2680.49	ESE
69	USGS-263700080062101	2911.26	WSW
100	USGS-263637080052601	3809.71	SSE
113	USGS-02281577	4202.34	ESE
133	USGS-263701080045800	4558.22	E
148	USGS-263634080051201	4808.91	SE

State Sources

Florida Subsidence Incident Reports

Map Key	ID	Distance (ft)	Direction
	No records found		

Oil and Gas Wells

Map Key	ID	Distance (ft)	Direction
	No records found		

Public Water Supply Wells

Map Key	Gis Well ID	Distance (ft)	Direction
117	10331	4278.43	SSE

Underground Injection Control Wells

Map Key	ID	Distance (ft)	Direction
	No records found		

Water Use Permits Sites - South Florida Water Management District

Map Key	Permit No	Distance (ft)	Direction
1	50-09002-W	79.36	SW
2	50-09408-W	313.46	S
3	50-11250-W	449.23	ESE

Wells and Additional Sources Summary

4	50-04522-W	577.86	SSE
6	50-11409-W	604.67	N
7	50-07791-W	775.37	NE
10	50-05942-W	977.39	NNE
11	50-07326-W	1073.25	SE
12	50-08106-W	1093.12	SE
13	50-11870-W	1109.50	ESE
14	50-07169-W	1117.67	ESE
16	50-12134-W	1044.59	SW
17	50-07169-W	1136.71	WSW
18	50-09835-W	1190.05	WSW
21	50-10747-W	1346.09	S
22	50-07301-W	1377.88	SW
23	50-09097-W	1548.92	SE
25	50-09961-W	1621.09	N
26	50-10867-W	1652.72	NNW
27	50-12436-W	1610.61	SSW
32	50-06728-W	2088.61	E
33	50-06728-W	2091.39	E
34	50-06147-W	2123.33	ESE
35	50-10445-W	2172.47	ENE
36	50-11744-W	2142.63	SW
38	50-11041-W	2202.45	SSW
39	50-06668-W	2289.95	ENE
40	50-10965-W	2345.29	ESE
42	50-09528-W	2261.96	SW
45	50-11744-W	2297.66	SW
47	50-11409-W	2374.63	N
48	50-04803-W	2485.50	ESE
49	50-10864-W	2526.09	SE
50	50-12098-W	2545.42	E
51	50-01921-W	2482.04	NE
54	50-06555-W	2487.28	WSW
55	50-09247-W	2564.34	WSW
61	50-07082-W	2736.51	NE
65	50-11409-W	2934.52	W
68	50-00234-W	2980.04	ESE
72	50-08825-W	3066.37	S
75	50-05148-W	3160.61	ESE
76	50-09229-W	3180.08	SE
78	50-06167-W	3144.34	WSW
83	50-07248-W	3317.87	NE
84	50-05148-W	3431.75	SE
86	50-10931-W	3427.08	WSW
87	50-10931-W	3428.86	WSW
90	50-06498-W	3553.50	SSE
92	50-07248-W	3540.02	NE
93	50-05148-W	3620.73	SE
94	50-02570-W	3597.35	N
95	50-07358-W	3611.32	NE
98	50-02570-W	3696.38	N
99	50-02570-W	3716.86	N
101	50-07169-W	3822.68	W
102	50-10209-W	3788.40	SSW
106	50-03839-W	4033.34	SSE
107	50-10484-W	3992.01	NW
108	50-07353-W	4117.44	SSE
109	50-07169-W	4127.84	ESE
110	50-05148-W	4166.21	SE
111	50-09661-W	4186.57	ESE
112	50-00234-W	4187.62	ESE
114	50-05405-W	4129.54	S
115	50-05148-W	4224.07	SE
116	50-09204-W	4135.69	SW
118	50-09204-W	4149.82	SW
119	50-09661-W	4281.37	ESE

120	50-05056-W	4305.97	SSE
121	50-06473-W	4331.21	ESE
122	50-06473-W	4354.29	ESE
123	50-05405-W	4289.64	S
124	50-06473-W	4375.80	ESE
125	50-09820-W	4383.94	E
126	50-11500-W	4362.62	W
128	50-02642-W	4380.51	W
129	50-05927-W	4366.73	NE
130	50-03416-W	4451.58	SSE
130	50-03416-W	4451.58	SSE
131	50-05927-W	4426.18	NE
135	50-00234-W	4617.85	SE
136	50-05438-W	4563.90	ENE
142	50-09820-W	4718.32	E
146	50-09820-W	4744.45	E
147	50-03222-W	4700.46	W
149	50-06885-W	4750.61	S
153	50-10246-W	4866.29	ENE
154	50-10485-W	4802.72	SW
155	50-10695-W	4957.16	E
157	50-10451-W	4911.39	NE
158	50-11994-W	4911.69	NE
159	50-12053-W	4915.00	NE
160	50-08321-W	5018.38	E
162	50-00234-W	5022.56	ESE
163	50-08321-W	5026.32	E
166	50-05148-W	5040.43	SE
167	50-11523-W	5051.36	SE
168	50-05148-W	5049.62	SE
170	50-09869-W	5088.76	NW
171	50-09869-W	5103.60	NW
172	50-09869-W	5111.03	NW
175	50-06468-W	5217.06	W
176	50-06468-W	5231.18	W
177	50-10300-W	5209.80	NE
179	50-08700-W	5248.18	NNE

Water Well Completions - Northwest Florida Water Management District

Map Key	ID	Distance (ft)	Direction
	No records found		

Water Well Completions - St. Johns River Water Management District

Map Key	ID	Distance (ft)	Direction
	No records found		

Water Well Completions - Suwanee River Water Management District

Map Key	ID	Distance (ft)	Direction
	No records found		

Water Well Construction Permits

Map Key	ID	Distance (ft)	Direction
	No records found		

Wells and Additional Sources Summary

Water Well Construction Permits - Southwest Florida Water Management District

Map Key	ID	Distance (ft)	Direction
	No records found		

Water Wells - Suwanee River Water Management District

Map Key	ID	Distance (ft)	Direction
	No records found		

Well Surveillance Program Water Wells

Map Key	Permit No	Distance (ft)	Direction
28		1719.33	ENE
29		1817.36	ENE
30		1896.43	E
31		2036.07	ENE
52		2595.33	SE
60		2777.72	E
62		2839.30	E
63		2921.88	E
64		2933.13	E
70		3028.21	E
71		3025.91	E
74		3112.88	NNW
79	4501246	3282.09	E
81		3208.78	SW
82		3269.11	SW
89	4501246	3531.64	E
103		3948.50	NNW
127	4504529	4423.36	SSE
138		4601.57	W
141		4695.16	WNW
143		4701.47	WNW
151		4845.95	NNW
152		4876.71	NNW
156		4939.79	NNW
161		4960.71	ENE
164		4998.83	NNW
165		5000.69	NNW
169		5021.36	ENE
173		5081.20	WSW

Public Water Systems Violations and Enforcement Data

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
5	S	0.10	546.32	11.53	PWSV

PWS ID:	FL4501481
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	08/01/1982
Zip Code:	33461
Phone No:	305-965-1872
Phone Ext No:	
Admin Name:	TRAIL PARK FIRE DEPT#7
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Local government
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01

Wells and Additional Sources Detail Report

Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
8	E	0.19	977.00	12.37	PWSV

PWS ID:	FL4504211
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	03/19/1984
Zip Code:	33406
Phone No:	
Phone Ext No:	
Admin Name:	YAUN'S ADULT CONGREGATE LIVING
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	

Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
20	SW	0.23	1,211.54	13.43	PWSV

PWS ID:	FL4500772
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	01/01/1997
Zip Code:	33461
Phone No:	561-967-3900
Phone Ext No:	
Admin Name:	LAKE WORTH RACQUET CLUB

Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	137
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB

24	ESE	0.31	1,615.80	11.33	PWSV

PWS ID:	FL4504150
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	06/01/1997
Zip Code:	33461
Phone No:	561-968-5212
Phone Ext No:	
Admin Name:	PEEKABOO CLUB O
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3

Wells and Additional Sources Detail Report

Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
37	E	0.44	2,317.23	13.22	PWSV

PWS ID:	FL4504111
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	02/19/1993
Zip Code:	33460
Phone No:	407-967-7396
Phone Ext No:	
Admin Name:	KAMPUS DAIRY
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	30
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	

Wells and Additional Sources Detail Report

Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
41	ESE	0.45	2,359.87	13.55	PWSV

PWS ID:	FL4504543
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	08/16/1993
Zip Code:	33461
Phone No:	407-433-8660
Phone Ext No:	
Admin Name:	3939 CONGRESS BUILDING
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	32

Wells and Additional Sources Detail Report

Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	09/21/1990
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	8
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
43	E	0.45	2,388.55	13.59	PWSV

PWS ID:	FL4501583
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system

Wells and Additional Sources Detail Report

Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	03/31/1997
Zip Code:	33461
Phone No:	561-642-4300
Phone Ext No:	
Admin Name:	JON SMITH SUBS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	60
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End	

Wells and Additional Sources Detail Report

Date:
Reduced Rtcr Monitoring:
Seasonal Startup System:
Source Protection Begin Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
46	WSW	0.44	2,348.98	16.09	PWSV

PWS ID: FL4504416
PWS Type Code: NTNCWS
PWS Type Description: Non-Transient non-community system
Primary Source Code: GW
Primary Source Desc: Ground water
PWS Activity Code: I
PWS Activity Description: Inactive
PWS Deactivation Date: 07/10/1991
Zip Code: 33461
Phone No:
Phone Ext No:
Admin Name: LAKE WORTH PROFESSIONAL BLDG
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 38
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 02/08/1985
Gw or Sw: Groundwater
Gw Sw Code: GW
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Source Water Protection:
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Lt2 Schedule Cat Code:
Last Reported Date: 08/17/2023
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: <=100
Pop Cat 2: <10,000

Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	32
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
57	WSW	0.50	2,632.98	18.18	PWSV

PWS ID:	FL4504176
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	09/27/1991
Zip Code:	33461
Phone No:	
Phone Ext No:	
Admin Name:	MAPCO EXPRESS(STEP SAVER#151)
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	45
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Gw Sw Code:	GW

Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
59	WSW	0.51	2,695.22	16.89	PWSV

PWS ID:	FL4500805
PWS Type Code:	NTNCWS
PWS Type Description:	Non-Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	06/01/1992

Wells and Additional Sources Detail Report

Zip Code:	33461
Phone No:	
Phone Ext No:	
Admin Name:	KIRK LAKE PLAZA
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	40
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	3
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	

Wells and Additional Sources Detail Report

County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
73	ESE	0.59	3,130.13	12.66	PWSV

PWS ID:	FL4500544
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	03/01/1982
Zip Code:	33461
Phone No:	305-965-7575
Phone Ext No:	
Admin Name:	GRADEN EARL A M D OFFICE BLDG
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	45
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31

Wells and Additional Sources Detail Report

Service Connections Count:	5
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
77	SE	0.61	3,217.26	11.91	PWSV

PWS ID:	FL4500116
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	11/14/2000
Zip Code:	33461
Phone No:	561-964-5100
Phone Ext No:	
Admin Name:	
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	75
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No

Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	LAKE WORTH
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
80	ESE	0.63	3,327.55	11.72	PWSV

PWS ID:	FL4504470
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	05/15/1997
Zip Code:	33461
Phone No:	561-786-3137
Phone Ext No:	
Admin Name:	PT EXPRESS GROCERY
Alt Phone No:	

Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	35
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	01/20/1987
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
88	NE	0.65	3,449.90	12.04	PWSV

Wells and Additional Sources Detail Report

PWS ID:	FL4501643
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	03/07/1984
Zip Code:	33460
Phone No:	305-965-8084
Phone Ext No:	
Admin Name:	SWEENY'S III
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	80
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/15/1980
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State

Wells and Additional Sources Detail Report

Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
91	NNW	0.67	3,558.40	15.70	PWSV

PWS ID:	FL4504118
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	07/01/1983
Zip Code:	33461
Phone No:	
Phone Ext No:	
Admin Name:	LA BODEGA
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform	

Wells and Additional Sources Detail Report

Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	0
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
97	W	0.69	3,666.92	16.67	PWSV

PWS ID:	FL4501446
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	03/01/1982
Zip Code:	33461
Phone No:	305-968-0165
Phone Ext No:	
Admin Name:	TEXACO OIL LUCERN STATION
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	400
Epa Region Desc:	Region 4

Wells and Additional Sources Detail Report

Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
105	SSE	0.76	4,000.48	10.69	PWSV

PWS ID:	FL4500742
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW

Wells and Additional Sources Detail Report

Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	09/19/1995
Zip Code:	33461
Phone No:	407-968-0204
Phone Ext No:	
Admin Name:	KINGDOM HALL OF JEHOVAS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	75
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Public/Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	

Reduced Rtcr Monitoring:
Seasonal Startup System:
Source Protection Begin Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
132	W	0.85	4,470.98	16.42	PWSV

PWS ID: FL4501015
PWS Type Code: TNCWS
PWS Type Description: Transient non-community system
Primary Source Code: GW
Primary Source Desc: Ground water
PWS Activity Code: I
PWS Activity Description: Inactive
PWS Deactivation Date: 03/01/1982
Zip Code: 33460
Phone No: 305-965-5600
Phone Ext No:
Admin Name: OWEN CHIROPRACTIC CLINIC
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 50
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 02/10/1979
Gw or Sw: Groundwater
Gw Sw Code: GW
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Source Water Protection:
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Lt2 Schedule Cat Code:
Last Reported Date: 07/22/1995
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: <=100
Pop Cat 2: <10,000
Pop Cat 3: <=3300

Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
134	SSE	0.88	4,627.02	12.74	PWSV

PWS ID:	FL4501471
PWS Type Code:	CWS
PWS Type Description:	Community water system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	12/31/1996
Zip Code:	33461
Phone No:	561-965-3007
Phone Ext No:	
Admin Name:	TOPPER HOUSE APARTMENTS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	148
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No

Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	
Season End Date:	
Service Connections Count:	59
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
139	W	0.87	4,581.86	16.69	PWSV

PWS ID:	FL4504198
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	03/23/1990
Zip Code:	33460

Phone No:	
Phone Ext No:	
Admin Name:	TROPICAL GARDENS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	9
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
150	S	0.91	4,791.87	13.40	PWSV

PWS ID:	FL4504428
PWS Type Code:	TNCWS
PWS Type Description:	Transient non-community system
Primary Source Code:	GW
Primary Source Desc:	Ground water
PWS Activity Code:	I
PWS Activity Description:	Inactive
PWS Deactivation Date:	05/17/1995
Zip Code:	33461
Phone No:	407-968-8855
Phone Ext No:	
Admin Name:	BONNIE BRAE VILLAS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	55
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/14/1987
Gw or Sw:	Groundwater
Gw Sw Code:	GW
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Source Water Protection:	
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Lt2 Schedule Cat Code:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections	9

Wells and Additional Sources Detail Report

Count:	
Submission Status Code:	Y
Submissionyearquarter:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin Date:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Safe Drinking Water Information System (SDWIS)

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
5	S	0.10	546.32	11.53	SDWIS

PWS ID:	FL4501481
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	08/01/1982
Phone No:	305-965-1872
Phone Ext No:	
Admin Name:	TRAIL PARK FIRE DEPT#7
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	

Wells and Additional Sources Detail Report

Outstanding Perform Begin Date:	
Owner Type:	Local government
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
8	E	0.19	977.00	12.37	SDWIS

PWS ID:	FL4504211
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	03/19/1984
Phone No:	
Phone Ext No:	
Admin Name:	YAUN'S ADULT CONGREGATE LIVING
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4

Wells and Additional Sources Detail Report

Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
9	E	0.19	977.14	12.37	SDWIS

PWS ID:	FL4504282
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive

PWS Deactivation Dt:	10/01/1982
Phone No:	
Phone Ext No:	
Admin Name:	YAUN'S ADULT CONGREGATE LIVING
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	0
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB

15	SE	0.21	1,125.89	11.07	SDWIS

PWS ID:	FL4504519
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	10/26/1992
Phone No:	407-686-8800
Phone Ext No:	
Admin Name:	WONDERLAND PLAZA
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	34
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	12/20/1988
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Public/Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	

Reduced Monitoring End Date:
Reduced Rtcr Monitoring:
Seasonal Startup System:
Source Protection Begin Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
19	SE	0.25	1,325.60	11.83	SDWIS

PWS ID: FL4504408
PWS Type Code: TNCWS
PSW Type: Transient non-community system
Primary Source Code: GW
Primary Source: Ground water
Pws Activity Code: I
Activity: Inactive
PWS Deactivation Dt: 08/25/1992
Phone No:
Phone Ext No:
Admin Name: UROLOGIC SPECIALISTS, P.A.
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 78
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 02/08/1985
Gw or Sw: Groundwater
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Last Reported Date: 08/17/2023
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: <=100
Pop Cat 2: <10,000
Pop Cat 3: <=3300
Pop Cat 4: <10K
Pop Cat 5: <=500
Primacy Agency: Florida

Wells and Additional Sources Detail Report

Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
20	SW	0.23	1,211.54	13.43	SDWIS

PWS ID:	FL4500772
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	01/01/1997
Phone No:	561-967-3900
Phone Ext No:	
Admin Name:	LAKE WORTH RACQUET CLUB
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	137
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023

Wells and Additional Sources Detail Report

Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
24	ESE	0.31	1,615.80	11.33	SDWIS

PWS ID:	FL4504150
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	06/01/1997
Phone No:	561-968-5212
Phone Ext No:	
Admin Name:	PEEKABOO CLUB O
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25

Wells and Additional Sources Detail Report

Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
37	E	0.44	2,317.23	13.22	SDWIS

PWS ID:	FL4504111
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I

Wells and Additional Sources Detail Report

Activity:	Inactive
PWS Deactivation Dt:	02/19/1993
Phone No:	407-967-7396
Phone Ext No:	
Admin Name:	KAMPUS DAIRY
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	30
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
41	ESE	0.45	2,359.87	13.55	SDWIS

PWS ID:	FL4504543
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	08/16/1993
Phone No:	407-433-8660
Phone Ext No:	
Admin Name:	3939 CONGRESS BUILDING
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	32
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	09/21/1990
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	8
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	

Wells and Additional Sources Detail Report

Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
43	E	0.45	2,388.55	13.59	SDWIS

PWS ID:	FL4501583
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	03/31/1997
Phone No:	561-642-4300
Phone Ext No:	
Admin Name:	JON SMITH SUBS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	60
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K

Wells and Additional Sources Detail Report

Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
44	ESE	0.45	2,398.36	11.96	SDWIS

PWS ID:	FL4504466
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	09/09/1997
Phone No:	561-938-9023
Phone Ext No:	
Admin Name:	COLLEGE MOBIL SERVICE STATION
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	42
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	01/20/1987
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No

Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
46	WSW	0.44	2,348.98	16.09	SDWIS

PWS ID:	FL4504416
PWS Type Code:	NTNCWS
PSW Type:	Non-Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	07/10/1991
Phone No:	
Phone Ext No:	
Admin Name:	LAKE WORTH PROFESSIONAL BLDG
Alt Phone No:	
Email Addr:	
Fax No:	

Wells and Additional Sources Detail Report

Cds ID:	
Population Served Count:	38
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/08/1985
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	32
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
53	ESE	0.49	2,592.05	12.28	SDWIS

PWS ID:	FL4504435
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW

Wells and Additional Sources Detail Report

Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	04/11/1997
Phone No:	561-472-8622
Phone Ext No:	
Admin Name:	CONGRESS SHELL(GAS & SNACK)
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	01/20/1987
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	

Wells and Additional Sources Detail Report

County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
57	WSW	0.50	2,632.98	18.18	SDWIS

PWS ID:	FL4504176
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	09/27/1991
Phone No:	
Phone Ext No:	
Admin Name:	MAPCO EXPRESS(STEP SAVER#151)
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	45
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State

Wells and Additional Sources Detail Report

Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
58	E	0.52	2,751.86	13.75	SDWIS

PWS ID:	FL4504727
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	12/29/1997
Phone No:	561-965-3236
Phone Ext No:	
Admin Name:	SUN VILLAGE APTS.(WEST&EAST)
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	35
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/24/1993
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	Yes
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300

Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	22
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
59	WSW	0.51	2,695.22	16.89	SDWIS

PWS ID:	FL4500805
PWS Type Code:	NTNCWS
PSW Type:	Non-Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	06/01/1992
Phone No:	
Phone Ext No:	
Admin Name:	KIRK LAKE PLAZA
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	40
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No

Wells and Additional Sources Detail Report

Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	3
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
66	SE	0.56	2,960.32	12.10	SDWIS

PWS ID:	FL4504504
PWS Type Code:	NTNCWS
PSW Type:	Non-Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	11/27/2000
Phone No:	561-624-4855
Phone Ext No:	
Admin Name:	
Alt Phone No:	
Email Addr:	

Fax No:	
Cds ID:	
Population Served Count:	75
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	09/02/1988
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	31
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	LAKE WORTH
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
67	WSW	0.55	2,911.89	17.27	SDWIS

PWS ID:	FL4504404
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system

Wells and Additional Sources Detail Report

Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	08/21/1984
Phone No:	305-965-9963
Phone Ext No:	
Admin Name:	P.J.'S BOOKSTORE
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/08/1985
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	

Wells and Additional Sources Detail Report

City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
73	ESE	0.59	3,130.13	12.66	SDWIS

PWS ID:	FL4500544
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	03/01/1982
Phone No:	305-965-7575
Phone Ext No:	
Admin Name:	GRADEN EARL A M D OFFICE BLDG
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	45
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	5
Submission Yr Qtr:	2023Q3

Wells and Additional Sources Detail Report

Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
77	SE	0.61	3,217.26	11.91	SDWIS

PWS ID:	FL4500116
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	11/14/2000
Phone No:	561-964-5100
Phone Ext No:	
Admin Name:	
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	75
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000

Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	LAKE WORTH
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
80	ESE	0.63	3,327.55	11.72	SDWIS

PWS ID:	FL4504470
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	05/15/1997
Phone No:	561-786-3137
Phone Ext No:	
Admin Name:	PT EXPRESS GROCERY
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	35
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	01/20/1987
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	

Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
85	NE	0.64	3,387.24	12.68	SDWIS

PWS ID:	FL4504030
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	12/01/1982
Phone No:	
Phone Ext No:	
Admin Name:	B & X BEER DEPOT
Alt Phone No:	

Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	0
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
88	NE	0.65	3,449.90	12.04	SDWIS

PWS ID:	FL4501643
PWS Type Code:	TNCWS

Wells and Additional Sources Detail Report

PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	03/07/1984
Phone No:	305-965-8084
Phone Ext No:	
Admin Name:	SWEENY'S III
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	80
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/15/1980
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin	

Wells and Additional Sources Detail Report

Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
91	NNW	0.67	3,558.40	15.70	SDWIS

PWS ID: FL4504118
PWS Type Code: TNCWS
PSW Type: Transient non-community system
Primary Source Code: GW
Primary Source: Ground water
Pws Activity Code: I
Activity: Inactive
PWS Deactivation Dt: 07/01/1983
Phone No:
Phone Ext No:
Admin Name: LA BODEGA
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 25
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 03/02/1983
Gw or Sw: Groundwater
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Last Reported Date: 07/22/1995
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: <=100
Pop Cat 2: <10,000
Pop Cat 3: <=3300
Pop Cat 4: <10K
Pop Cat 5: <=500
Primacy Agency: Florida
Primacy Agency Code: FL
Season Begin Date: 01-01
Season End Date: 12-31
Service Connections Count: 0

Wells and Additional Sources Detail Report

Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
96	E	0.70	3,708.41	12.72	SDWIS

PWS ID:	FL4501246
PWS Type Code:	CWS
PSW Type:	Community water system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	08/22/2007
Phone No:	561-967-9942
Phone Ext No:	
Admin Name:	ROBERT DAVIS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	300
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	ROBERT DAVIS
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500

Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	
Season End Date:	
Service Connections Count:	134
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	LAKE WORTH
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
97	W	0.69	3,666.92	16.67	SDWIS

PWS ID:	FL4501446
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	03/01/1982
Phone No:	305-968-0165
Phone Ext No:	
Admin Name:	TEXACO OIL LUCERN STATION
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	400
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No

Wells and Additional Sources Detail Report

Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
104	NW	0.75	3,967.26	16.16	SDWIS

PWS ID:	FL4500049
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	01/01/1988
Phone No:	305-967-0482
Phone Ext No:	
Admin Name:	ANDERSONS MEAT MARKET

Wells and Additional Sources Detail Report

Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	250
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
105	SSE	0.76	4,000.48	10.69	SDWIS

PWS ID: FL4500742

Wells and Additional Sources Detail Report

PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	09/19/1995
Phone No:	407-968-0204
Phone Ext No:	
Admin Name:	KINGDOM HALL OF JEHOVAS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	75
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Public/Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	

Wells and Additional Sources Detail Report

Source Protection Begin Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
132	W	0.85	4,470.98	16.42	SDWIS

PWS ID: FL4501015
PWS Type Code: TNCWS
PSW Type: Transient non-community system
Primary Source Code: GW
Primary Source: Ground water
Pws Activity Code: I
Activity: Inactive
PWS Deactivation Dt: 03/01/1982
Phone No: 305-965-5600
Phone Ext No:
Admin Name: OWEN CHIROPRACTIC CLINIC
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 50
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 02/10/1979
Gw or Sw: Groundwater
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Last Reported Date: 07/22/1995
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: <=100
Pop Cat 2: <10,000
Pop Cat 3: <=3300
Pop Cat 4: <10K
Pop Cat 5: <=500
Primacy Agency: Florida
Primacy Agency Code: FL
Season Begin Date: 01-01
Season End Date: 12-31
Service Connections 1

Wells and Additional Sources Detail Report

Count:	
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
134	SSE	0.88	4,627.02	12.74	SDWIS

PWS ID:	FL4501471
PWS Type Code:	CWS
PSW Type:	Community water system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	12/31/1996
Phone No:	561-965-3007
Phone Ext No:	
Admin Name:	TOPPER HOUSE APARTMENTS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	148
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private

Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	
Season End Date:	
Service Connections Count:	59
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
137	NNW	0.87	4,579.19	16.85	SDWIS

PWS ID:	FL4500814
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	01/01/1988
Phone No:	035-964-3000
Phone Ext No:	
Admin Name:	LITTLE DUDE RANCH
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	30
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater

Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
139	W	0.87	4,581.86	16.69	SDWIS

PWS ID:	FL4504198
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	03/23/1990
Phone No:	
Phone Ext No:	

Wells and Additional Sources Detail Report

Admin Name:	TROPICAL GARDENS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	9
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
140	SW	0.87	4,582.83	15.39	SDWIS

Wells and Additional Sources Detail Report

PWS ID:	FL4504513
PWS Type Code:	NTNCWS
PSW Type:	Non-Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	12/22/1998
Phone No:	561-790-6584
Phone Ext No:	
Admin Name:	
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	32
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	12/20/1988
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	Yes
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	2
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	

Wells and Additional Sources Detail Report

Seasonal Startup System:
Source Protection Begin Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
144	W	0.89	4,675.02	17.22	SDWIS

PWS ID: FL4500059
PWS Type Code: TNCWS
PSW Type: Transient non-community system
Primary Source Code: GW
Primary Source: Ground water
Pws Activity Code: I
Activity: Inactive
PWS Deactivation Dt: 01/01/1988
Phone No: 305-965-5333
Phone Ext No:
Admin Name: ARNOLDS AUTO PARTS
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 25
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 02/10/1979
Gw or Sw: Groundwater
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Last Reported Date: 07/22/1995
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: <=100
Pop Cat 2: <10,000
Pop Cat 3: <=3300
Pop Cat 4: <10K
Pop Cat 5: <=500
Primacy Agency: Florida
Primacy Agency Code: FL
Season Begin Date: 01-01
Season End Date: 12-31

Wells and Additional Sources Detail Report

Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
144	W	0.89	4,675.02	17.22	SDWIS

PWS ID:	FL4500060
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	01/01/1988
Phone No:	305-965-5333
Phone Ext No:	
Admin Name:	ARNOLDS AUTO PARTS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	

Wells and Additional Sources Detail Report

Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	1
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
145	SSE	0.90	4,758.35	13.08	SDWIS

PWS ID:	FL4501048
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	01/01/1988
Phone No:	305-965-8616
Phone Ext No:	
Admin Name:	PALM BEACH JR COLLEGE
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	120
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	02/10/1979

Wells and Additional Sources Detail Report

Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	101-500
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	60
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
150	S	0.91	4,791.87	13.40	SDWIS

PWS ID:	FL4504428
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	05/17/1995
Phone No:	407-968-8855

Wells and Additional Sources Detail Report

Phone Ext No:	
Admin Name:	BONNIE BRAE VILLAS
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	55
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/14/1987
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	08/17/2023
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	Private
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	9
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
174	W	0.97	5,121.72	16.32	SDWIS

Wells and Additional Sources Detail Report

PWS ID:	FL4504074
PWS Type Code:	TNCWS
PSW Type:	Transient non-community system
Primary Source Code:	GW
Primary Source:	Ground water
Pws Activity Code:	I
Activity:	Inactive
PWS Deactivation Dt:	10/01/1982
Phone No:	
Phone Ext No:	
Admin Name:	EPIPHANY LUTHERAN CHURCH
Alt Phone No:	
Email Addr:	
Fax No:	
Cds ID:	
Population Served Count:	25
Epa Region Desc:	Region 4
Epa Region:	04
First Reported Date:	03/02/1983
Gw or Sw:	Groundwater
Is Grant Eligible Ind:	No
Outstanding Performer:	
Is School or Daycare Ind:	No
Is Wholesaler Ind:	No
Lt2 Schedule Cat:	
Last Reported Date:	07/22/1995
Org Name:	
Outstanding Perform Begin Date:	
Owner Type:	
Pop Cat 11:	<=100
Pop Cat 2:	<10,000
Pop Cat 3:	<=3300
Pop Cat 4:	<10K
Pop Cat 5:	<=500
Primacy Agency:	Florida
Primacy Agency Code:	FL
Season Begin Date:	01-01
Season End Date:	12-31
Service Connections Count:	0
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	

Reduced Rtcr Monitoring:
Seasonal Startup System:
Source Protection Begin Date:
City Served:
County Served: Palm Beach

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
178	NE	0.99	5,250.03	14.26	SDWIS

PWS ID: FL4500249
PWS Type Code: CWS
PSW Type: Community water system
Primary Source Code: GW
Primary Source: Ground water
Pws Activity Code: I
Activity: Inactive
PWS Deactivation Dt: 01/01/1988
Phone No: 305-967-0281
Phone Ext No:
Admin Name: CIRCLE D TRAILER PARK
Alt Phone No:
Email Addr:
Fax No:
Cds ID:
Population Served Count: 129
Epa Region Desc: Region 4
Epa Region: 04
First Reported Date: 02/10/1979
Gw or Sw: Groundwater
Is Grant Eligible Ind: No
Outstanding Performer:
Is School or Daycare Ind: No
Is Wholesaler Ind: No
Lt2 Schedule Cat:
Last Reported Date: 07/22/1995
Org Name:
Outstanding Perform Begin Date:
Owner Type: Private
Pop Cat 11: 101-500
Pop Cat 2: <10,000
Pop Cat 3: <=3300
Pop Cat 4: <10K
Pop Cat 5: <=500
Primacy Agency: Florida
Primacy Agency Code: FL
Season Begin Date: 01-01

Season End Date:	12-31
Service Connections Count:	43
Submission Yr Qtr:	2023Q3
Primacy Type:	State
Dbpr Schedule Category:	
Submission Status:	Reported and accepted
Reduced Monitoring Begin:	
Reduced Monitoring End Date:	
Reduced Rtcr Monitoring:	
Seasonal Startup System:	
Source Protection Begin Date:	
City Served:	
County Served:	Palm Beach

USGS National Water Information System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
56	ESE	0.51	2,680.49	12.42	FED USGS

Site No:	USGS-263702080051903
Site Type:	Well
Formation Type:	
Date Drilled:	19860829
Well Depth:	221
Well Depth Unit:	ft
Well Hole Depth:	221
Well Hole Depth Unit:	ft
Reporting Agency:	USGS Florida Water Science Center
Station Name:	PB -1580
Latitude:	26.61756813000000
Longitude:	-80.0883758000000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
56	ESE	0.51	2,680.49	12.42	FED USGS

Site No:	USGS-263702080051904
Site Type:	Well
Formation Type:	Surficial Aquifer System
Date Drilled:	
Well Depth:	
Well Depth Unit:	
Well Hole Depth:	
Well Hole Depth Unit:	
Reporting Agency:	USGS Florida Water Science Center
Station Name:	PB -1644

Latitude: 26.61756813000000
Longitude: -80.0883758000000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
56	ESE	0.51	2,680.49	12.42	FED USGS

Site No: USGS-263702080051901
Site Type: Well
Formation Type: Surficial Aquifer System
Date Drilled: 19860826
Well Depth: 226
Well Depth Unit: ft
Well Hole Depth: 270
Well Hole Depth Unit: ft
Reporting Agency: USGS Florida Water Science Center
Station Name: PB -1578
Latitude: 26.61756813000000
Longitude: -80.0883758000000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
56	ESE	0.51	2,680.49	12.42	FED USGS

Site No: USGS-263702080051902
Site Type: Well
Formation Type:
Date Drilled: 19860826
Well Depth: 131
Well Depth Unit: ft
Well Hole Depth: 131
Well Hole Depth Unit: ft
Reporting Agency: USGS Florida Water Science Center
Station Name: PB -1579
Latitude: 26.61756813000000
Longitude: -80.0883758000000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
69	WSW	0.55	2,911.26	16.60	FED USGS

Site No: USGS-263700080062101
Site Type: Well
Formation Type:
Date Drilled:
Well Depth:
Well Depth Unit:
Well Hole Depth:

Well Hole Depth Unit:
Reporting Agency: USGS Florida Water Science Center
Station Name: PB - 53
Latitude: 26.61701260000000
Longitude: -80.1055984900000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
100	SSE	0.72	3,809.71	15.03	FED USGS

Site No: USGS-263637080052601
Site Type: Well
Formation Type:
Date Drilled:
Well Depth:
Well Depth Unit:
Well Hole Depth:
Well Hole Depth Unit:
Reporting Agency: USGS Florida Water Science Center
Station Name: PB - 50
Latitude: 26.61062393000000
Longitude: -80.0903202800000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
113	ESE	0.80	4,202.34	6.30	FED USGS

Site No: USGS-02281577
Site Type: Stream: Canal
Formation Type:
Date Drilled:
Well Depth:
Well Depth Unit:
Well Hole Depth:
Well Hole Depth Unit:
Reporting Agency: USGS Florida Water Science Center
Station Name: E-4 CANAL AT LAKE WORTH ROAD NR LAKE WORTH, FLA.
Latitude: 26.61729036000000
Longitude: -80.0836534000000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
133	E	0.86	4,558.22	12.66	FED USGS

Site No: USGS-263701080045800
Site Type: Lake, Reservoir, Impoundment
Formation Type:
Date Drilled:

Well Depth:
Well Depth Unit:
Well Hole Depth:
Well Hole Depth Unit:
Reporting Agency: USGS Florida Water Science Center
Station Name: LAKE OSBORNE AT LAKE WORTH, FLA
Latitude: 26.61729036000000
Longitude: -80.0825423000000

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
148	SE	0.91	4,808.91	11.65	FED USGS

Site No: USGS-263634080051201
Site Type: Well
Formation Type:
Date Drilled: 19730101
Well Depth: 358
Well Depth Unit: ft
Well Hole Depth:
Well Hole Depth Unit:
Reporting Agency: USGS Florida Water Science Center
Station Name: PB - 668
Latitude: 26.60979060000000
Longitude: -80.0864312800000

Public Water Supply Wells

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
117	SSE	0.81	4,278.43	13.20	PWSW

PWS Status: ACTIVE
PWS Name: COLLEGE MARATHON
PWS City: LAKE WORTH
PWS Zip5: 33461
PWS Type Code: N
PWS Type: NONCOMMUNITY
Well Lat Dd: 26
Well Lat Mm: 36
Well Lat Ss: 34
Well Long Dd: 80
Well Long Mm: 5
Well Long Ss: 23
PWS Subpart H: NO
PWS Operator:
PWS Pop Served: 25
PWSLastSanSurvey: 1402012800000
PWS DesignCapacity: 3500
Well Name: GULF OIL STATION WTP
Fluwid: AAH8936
Well Status: ACTIVE
WellHghtAbvElipsd: 0.032
WellCoordDate:
Well Plant ID: 1
Well Year Drilled:
Well Depth Drilled:
WellAvilbltyUsage: PERMANENT
Object id: 10331
Gis Well ID: 10331
Pws ID: 4504529
Pws Primary Phone: 5619681720
Well Method: AGPS
Well Datum: 83
Well ID: 1
X: -80.08972222187532

Wells and Additional Sources Detail Report

PWS PrmrySrvcArea:	SERVICE STATION	Y:	26.609444444105947
Pws Cnp County ID:	50	Well Under:	NO
Pws Oc1 Office ID:	SEPB	Aquifer:	East Coast Surficial Aquifer
LctnsPwsLocationID:	76532		

Water Use Permits Sites - South Florida Water Management District

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
1	SW	0.02	79.36	12.74	WELLS

Permit No:	50-09002-W	Cul Diameter:	0.0
App No:	090302-5	Acres Served:	1.3
ID:	228271	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	40.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	21.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951100.0
USESTS Desc:	Primary	Pump Coord Y:	831800.0
Well Depth:	50.0	Point X:	-80.0972828172748
Well Diameter:	2.0	Point Y:	26.6192192889953
Fac Name:	Well 1		
Project Name:	OFFLEASE IR WELL		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
2	S	0.06	313.46	14.20	WELLS

Permit No:	50-09408-W	Cul Diameter:	0.0
App No:	100406-7	Acres Served:	0.5
ID:	254889	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	104.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	75.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951315.0
USESTS Desc:	Primary	Pump Coord Y:	831548.0
Well Depth:	107.0	Point X:	-80.0966302705032
Well Diameter:	4.0	Point Y:	26.6185219137565
Fac Name:	1		
Project Name:	FIRE STATION 31		
Source Name:	Surficial Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
3	ESE	0.09	449.23	10.98	WELLS

Permit No:	50-11250-W	Cul Diameter:	0.0
App No:	170127-11	Acres Served:	1.17
ID:	275898	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	70.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	65.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951842.0
USESTS Desc:	Primary	Pump Coord Y:	831765.0
Well Depth:	80.0	Point X:	-80.0950127255239
Well Diameter:	2.0	Point Y:	26.6191085836372
Fac Name:	W-1		
Project Name:	HOME SAFE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
4	SSE	0.11	577.86	8.05	WELLS

Permit No:	50-04522-W	Cul Diameter:	0.0
App No:	000224-7	Acres Served:	2.0
ID:	32464	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	80.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	NUR	Pump Capacity:	80.0
Use Code:	IRR	Pump Intake Depth:	-27.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951620.0
USESTS Desc:	Primary	Pump Coord Y:	831405.0
Well Depth:	100.0	Point X:	-80.0956999352253
Well Diameter:	4.0	Point Y:	26.6181226207255
Fac Name:	Well		
Project Name:	HERSEY PALM TREES		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
6	N	0.11	604.67	8.94	WELLS

Permit No:	50-11409-W	Cul Diameter:	0.0
App No:	171114-18	Acres Served:	7.94

Wells and Additional Sources Detail Report

ID:	277438	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	1.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	5.0
USESTS Code:	PRM	Pump Coord X:	951400.0
USESTS Desc:	Primary	Pump Coord Y:	832779.0
Well Depth:	0.0	Point X:	-80.0963435075207
Well Diameter:	0.0	Point Y:	26.6219064792959
Fac Name:	Royal Palm Pump		
Project Name:	VILLAGE PARK IRRIGATION PROJECTS		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
7	NE	0.15	775.37	12.44	WELLS

Permit No:	50-07791-W	Cul Diameter:	0.0
App No:	070215-15	Acres Served:	1.9
ID:	197791	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	100.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952116.0
USESTS Desc:	Primary	Pump Coord Y:	832556.0
Well Depth:	120.0	Point X:	-80.094157014525
Well Diameter:	3.0	Point Y:	26.6212791171019
Fac Name:	Well 1		
Project Name:	ST CHARLES LANDINGS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
10	NNE	0.19	977.39	7.83	WELLS

Permit No:	50-05942-W	Cul Diameter:	0.0
App No:	030409-8	Acres Served:	5.7
ID:	132433	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	55.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	100.0
Use Code:	IRR	Pump Intake Depth:	0.0

WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951865.0
USESTS Desc:	Primary	Pump Coord Y:	833054.0
Well Depth:	70.0	Point X:	-80.0949144103147
Well Diameter:	4.0	Point Y:	26.6226538979629
Fac Name:	Well 1		
Project Name:	ESTANCIA		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
11	SE	0.20	1,073.25	12.25	WELLS

Permit No:	50-07326-W	Cul Diameter:	0.0
App No:	060306-18	Acres Served:	1.0
ID:	191586	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	21.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	25.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952045.0
USESTS Desc:	Primary	Pump Coord Y:	831075.0
Well Depth:	40.0	Point X:	-80.0944064119717
Well Diameter:	2.0	Point Y:	26.6172065882868
Fac Name:	Well 1		
Project Name:	LAKESHIRE PLAZA		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
12	SE	0.21	1,093.12	13.06	WELLS

Permit No:	50-08106-W	Cul Diameter:	0.0
App No:	070824-9	Acres Served:	0.5
ID:	216547	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	20.0
Permitted:	Yes	Pump Type Code:	ELT
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	100.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952110.0
USESTS Desc:	Primary	Pump Coord Y:	831098.0
Well Depth:	80.0	Point X:	-80.0942069885115
Well Diameter:	2.0	Point Y:	26.6172685896171
Fac Name:	Well 1		

Wells and Additional Sources Detail Report

Project Name: WONDERLAND PLAZA
Source Name: Surficial Aquifer System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
13	ESE	0.21	1,109.50	11.34	WELLS

Permit No:	50-11870-W	Cul Diameter:	0.0
App No:	200225-1	Acres Served:	0.8899
ID:	284019	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	40.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	IND	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952367.49
USESTS Desc:	Primary	Pump Coord Y:	831354.8
Well Depth:	50.0	Point X:	-80.0934133966479
Well Diameter:	4.0	Point Y:	26.6179699714064
Fac Name:	Well-1		
Project Name:	MR. GLOW IRRIGATION WELL		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
14	ESE	0.21	1,117.67	11.34	WELLS

Permit No:	50-07169-W	Cul Diameter:	0.0
App No:	051013-15	Acres Served:	1.5
ID:	186643	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	105.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	85.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952378.0
USESTS Desc:	Primary	Pump Coord Y:	831356.0
Well Depth:	107.0	Point X:	-80.0933812052624
Well Diameter:	4.0	Point Y:	26.6179730672709
Fac Name:	WELL C		
Project Name:	LAKE WORTH ROAD ENHANCEMENT		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
16	SW	0.20	1,044.59	14.61	WELLS

Permit No:	50-12134-W	Cul Diameter:	0.0
App No:	211015-6	Acres Served:	4.7
ID:	287374	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	60.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	75.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950452.0
USESTS Desc:	Primary	Pump Coord Y:	831073.0
Well Depth:	167.0	Point X:	-80.099281658307
Well Diameter:	3.0	Point Y:	26.6172320360514
Fac Name:	W-1		
Project Name:	FONTANA TOWNHOMES		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
17	WSW	0.22	1,136.71	15.89	WELLS

Permit No:	50-07169-W	Cul Diameter:	0.0
App No:	051013-15	Acres Served:	1.5
ID:	186642	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	97.0
Permitted:	Yes	Pump Type Code:	#N/A
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	85.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950118.0
USESTS Desc:	Primary	Pump Coord Y:	831407.0
Well Depth:	100.0	Point X:	-80.1002966376436
Well Diameter:	4.0	Point Y:	26.6181572677193
Fac Name:	WELL B		
Project Name:	LAKE WORTH ROAD ENHANCEMENT		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
18	WSW	0.23	1,190.05	15.02	WELLS

Permit No:	50-09835-W	Cul Diameter:	0.0
App No:	110829-5	Acres Served:	0.4
ID:	260238	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	75.0
Permitted:	Yes	Pump Type Code:	CEN

Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	40.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950013.0
USESTS Desc:	Primary	Pump Coord Y:	831566.0
Well Depth:	80.0	Point X:	-80.1006145596433
Well Diameter:	2.0	Point Y:	26.6185966748671
Fac Name:	Well 1		
Project Name:	DOWNTOWN SHOPPES		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
21	S	0.25	1,346.09	11.33	WELLS

Permit No:	50-10747-W	Cul Diameter:	0.0
App No:	150319-6	Acres Served:	0.49
ID:	270569	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.5
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951305.0
USESTS Desc:	Primary	Pump Coord Y:	830488.0
Well Depth:	0.0	Point X:	-80.096683790967
Well Diameter:	0.0	Point Y:	26.6156062730992
Fac Name:	Pump 1		
Project Name:	4162 DAVIS ROAD		
Source Name:	LWDD Canal (L-12)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
22	SW	0.26	1,377.88	15.67	WELLS

Permit No:	50-07301-W	Cul Diameter:	0.0
App No:	060222-13	Acres Served:	4.36
ID:	191333	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	90.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	80.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950116.0
USESTS Desc:	Primary	Pump Coord Y:	830945.0

Well Depth:	100.0	Point X:	-80.1003127067597
Well Diameter:	6.0	Point Y:	26.6168864412834
Fac Name:	WELL 1		
Project Name:	MID-COUNTY SENIOR CENTER		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
23	SE	0.29	1,548.92	9.18	WELLS

Permit No:	50-09097-W	Cul Diameter:	0.0
App No:	060807-17	Acres Served:	1.52
ID:	229756	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	120.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952439.0
USESTS Desc:	Primary	Pump Coord Y:	830778.0
Well Depth:	140.0	Point X:	-80.0932070651723
Well Diameter:	2.0	Point Y:	26.6163819236056
Fac Name:	Well 1		
Project Name:	BURSICO LLC		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
25	N	0.31	1,621.09	13.13	WELLS

Permit No:	50-09961-W	Cul Diameter:	0.0
App No:	120120-1	Acres Served:	0.5
ID:	261412	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	80.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951022.0
USESTS Desc:	Primary	Pump Coord Y:	833775.0
Well Depth:	100.0	Point X:	-80.0974788635545
Well Diameter:	2.0	Point Y:	26.624653607638
Fac Name:	Well 1		
Project Name:	SARDINA APARTMENTS		
Source Name:	Surficial Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
26	NNW	0.31	1,652.72	13.47	WELLS

Permit No:	50-10867-W	Cul Diameter:	0.0
App No:	150901-13	Acres Served:	0.5
ID:	271749	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	30.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	32.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950696.0
USESTS Desc:	Primary	Pump Coord Y:	833717.0
Well Depth:	40.0	Point X:	-80.0984778677713
Well Diameter:	2.0	Point Y:	26.6245003888087
Fac Name:	Well-1		
Project Name:	GENESIS APARTMENTS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
27	SSW	0.31	1,610.61	15.64	WELLS

Permit No:	50-12436-W	Cul Diameter:	0.0
App No:	230302-9	Acres Served:	2.36
ID:	292318	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	200.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	260.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	200.0
USESTS Code:	PRM	Pump Coord X:	950386.0
USESTS Desc:	Primary	Pump Coord Y:	830423.0
Well Depth:	240.0	Point X:	-80.0994976527828
Well Diameter:	8.0	Point Y:	26.6154453012071
Fac Name:	WELL		
Project Name:	HOMELESS RESOURCE CENTER TWO		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
32	E	0.40	2,088.61	11.89	WELLS

Permit No:	50-06728-W	Cul Diameter:	0.0
App No:	041209-3	Acres Served:	0.16

ID:	164948	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	100.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953495.0
USESTS Desc:	Primary	Pump Coord Y:	831599.0
Well Depth:	120.0	Point X:	-80.0899574387254
Well Diameter:	2.0	Point Y:	26.6186196816368
Fac Name:	Well 1B		
Project Name:	3939 SOUTH CONGRESS AVENUE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
33	E	0.40	2,091.39	11.88	WELLS

Permit No:	50-06728-W	Cul Diameter:	0.0
App No:	041209-3	Acres Served:	0.16
ID:	164949	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	0.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	TBPA	Pump Coord X:	953509.0
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	831670.0
Well Depth:	0.0	Point X:	-80.0899130458478
Well Diameter:	2.0	Point Y:	26.6188147122302
Fac Name:	Well 1A		
Project Name:	3939 SOUTH CONGRESS AVENUE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
34	ESE	0.40	2,123.33	9.01	WELLS

Permit No:	50-06147-W	Cul Diameter:	0.0
App No:	030813-11	Acres Served:	0.39
ID:	139337	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	90.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0

WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953245.0
USESTS Desc:	Primary	Pump Coord Y:	830845.0
Well Depth:	110.0	Point X:	-80.0907389525972
Well Diameter:	2.0	Point Y:	26.6165504826368
Fac Name:	Well 1		
Project Name:	MATTS AUTO		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
35	ENE	0.41	2,172.47	11.39	WELLS

Permit No:	50-10445-W	Cul Diameter:	0.0
App No:	131218-9	Acres Served:	1.51
ID:	267302	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	30.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	20.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953500.0
USESTS Desc:	Primary	Pump Coord Y:	832870.0
Well Depth:	50.0	Point X:	-80.089914449636
Well Diameter:	2.0	Point Y:	26.6221158263419
Fac Name:	1		
Project Name:	MC DONALDS CONGRESS 009-0097		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
36	SW	0.41	2,142.63	16.91	WELLS

Permit No:	50-11744-W	Cul Diameter:	0.0
App No:	230614-1	Acres Served:	3.0
ID:	281907	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	949685.6
USESTS Desc:	Primary	Pump Coord Y:	830286.1
Well Depth:	100.0	Point X:	-80.1016440634061
Well Diameter:	4.0	Point Y:	26.6150822680591
Fac Name:	Well 1		

Wells and Additional Sources Detail Report

Project Name: GULFSTREAM ROAD
Source Name: Surficial Aquifer System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
38	SSW	0.42	2,202.45	16.77	WELLS

Permit No:	50-11041-W	Cul Diameter:	0.0
App No:	160413-13	Acres Served:	1.23
ID:	273730	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	80.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	20.0
Use Code:	IRR	Pump Intake Depth:	50.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950151.0
USESTS Desc:	Primary	Pump Coord Y:	829877.0
Well Depth:	100.0	Point X:	-80.1002285904672
Well Diameter:	2.0	Point Y:	26.6139479192876
Fac Name:	Irr Well		
Project Name:	GREEN LAKE APARTMENTS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
39	ENE	0.43	2,289.95	12.37	WELLS

Permit No:	50-06668-W	Cul Diameter:	0.0
App No:	040929-8	Acres Served:	1.0
ID:	160521	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	75.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	85.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953479.0
USESTS Desc:	Primary	Pump Coord Y:	833220.0
Well Depth:	80.0	Point X:	-80.0899710964616
Well Diameter:	3.0	Point Y:	26.6230790110907
Fac Name:	Well		
Project Name:	CONGRESS STORAGE CENTER		
Source Name:	Biscayne Aquifer		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
40	ESE	0.44	2,345.29	12.16	WELLS

Permit No:	50-10965-W	Cul Diameter:	0.0
App No:	151222-17	Acres Served:	2.14
ID:	272876	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	190.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	40.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	190.0
USESTS Code:	PRM	Pump Coord X:	953525.0
USESTS Desc:	Primary	Pump Coord Y:	830890.0
Well Depth:	210.0	Point X:	-80.0898810699385
Well Diameter:	2.0	Point Y:	26.6166687895564
Fac Name:	Well-1		
Project Name:	PALM SPRINGS RACE TRAC IRRIGATION		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
42	SW	0.43	2,261.96	17.70	WELLS

Permit No:	50-09528-W	Cul Diameter:	0.0
App No:	100623-7	Acres Served:	0.42
ID:	257399	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	104.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	35.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	949429.0
USESTS Desc:	Primary	Pump Coord Y:	830388.0
Well Depth:	114.0	Point X:	-80.1024271566694
Well Diameter:	3.0	Point Y:	26.615367529661
Fac Name:	1		
Project Name:	GULFSTREAM VILLAS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
45	SW	0.44	2,297.66	17.11	WELLS

Permit No:	50-11744-W	Cul Diameter:	0
App No:	190607-1	Acres Served:	2.34
ID:	281907	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	HYD

Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	949462.0
USESTS Desc:	Primary	Pump Coord Y:	830294.0
Well Depth:	100.0	Point X:	-80.1023305905995
Well Diameter:	4.0	Point Y:	26.615113118305
Fac Name:	Well 1		
Project Name:	GULFSTREAM SQUARE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
47	N	0.45	2,374.63	9.81	WELLS

Permit No:	50-11409-W	Cul Diameter:	0.0
App No:	171114-18	Acres Served:	7.94
ID:	277440	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.0
LU Code:	LAN	Pump Capacity:	100.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	5.0
USESTS Code:	PRM	Pump Coord X:	951750.0
USESTS Desc:	Primary	Pump Coord Y:	834528.0
Well Depth:	0.0	Point X:	-80.0952344449887
Well Diameter:	0.0	Point Y:	26.6267107926803
Fac Name:	Sago Palm Pump		
Project Name:	VILLAGE PARK IRRIGATION PROJECTS		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
48	ESE	0.47	2,485.50	12.79	WELLS

Permit No:	50-04803-W	Cul Diameter:	0.0
App No:	010116-10	Acres Served:	1.61
ID:	104780	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	45.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	15.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953822.0
USESTS Desc:	Primary	Pump Coord Y:	831257.0

Well Depth:	45.0	Point X:	-80.0889641384208
Well Diameter:	4.0	Point Y:	26.6176725083522
Fac Name:	1		
Project Name:	HESS STATION 09323		
Source Name:	Biscayne Aquifer		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
49	SE	0.48	2,526.09	10.89	WELLS

Permit No:	50-10864-W	Cul Diameter:	0.0
App No:	150827-10	Acres Served:	0.64
ID:	271733	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	100.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	45.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953379.0
USESTS Desc:	Primary	Pump Coord Y:	830343.0
Well Depth:	120.0	Point X:	-80.090339791976
Well Diameter:	3.0	Point Y:	26.6151669680391
Fac Name:	Well 1		
Project Name:	KINGSWOOD ACADEMY - PALM SPRINGS		
Source Name:	Biscayne Aquifer		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
50	E	0.48	2,545.42	13.42	WELLS

Permit No:	50-12098-W	Cul Diameter:	0.0
App No:	210309-9	Acres Served:	1.23
ID:	286955	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	180.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953988.0
USESTS Desc:	Primary	Pump Coord Y:	832166.0
Well Depth:	200.0	Point X:	-80.0884362793253
Well Diameter:	2.0	Point Y:	26.620169713935
Fac Name:	Well-Temp310		
Project Name:	ASHYLA PROPERTIES L L C		
Source Name:	Surficial Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
51	NE	0.47	2,482.04	11.43	WELLS

Permit No:	50-01921-W	Cul Diameter:	0.0
App No:	090514-6	Acres Served:	2.65
ID:	7930	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	180.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	140.0
Use Code:	IRR	Pump Intake Depth:	15.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953162.0
USESTS Desc:	Primary	Pump Coord Y:	833963.0
Well Depth:	200.0	Point X:	-80.0909251177746
Well Diameter:	6.0	Point Y:	26.6251290450715
Fac Name:	Well 1		
Project Name:	TREE LAKE HOA		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
54	WSW	0.47	2,487.28	18.14	WELLS

Permit No:	50-06555-W	Cul Diameter:	0.0
App No:	040706-10	Acres Served:	0.4
ID:	156587	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	20.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	949051.0
USESTS Desc:	Primary	Pump Coord Y:	830531.0
Well Depth:	100.0	Point X:	-80.1035809001358
Well Diameter:	2.0	Point Y:	26.6157681866749
Fac Name:	W1		
Project Name:	HERBERTZ APARTMENTS		
Source Name:	Water Table Aquifer		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
55	WSW	0.49	2,564.34	18.17	WELLS

Permit No:	50-09247-W	Cul Diameter:	0.0
App No:	091027-12	Acres Served:	0.51

Wells and Additional Sources Detail Report

ID:	253063	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	147.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	45.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	948634.0
USESTS Desc:	Primary	Pump Coord Y:	831471.0
Well Depth:	157.0	Point X:	-80.1048369318744
Well Diameter:	4.0	Point Y:	26.6183619687124
Fac Name:	Well 1		
Project Name:	SUNOCO LAKE WORTH AND KIRK		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
61	NE	0.52	2,736.51	10.87	WELLS

Permit No:	50-07082-W	Cul Diameter:	0.0
App No:	050811-14	Acres Served:	0.32
ID:	179867	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	6.0
USESTS Code:	PRM	Pump Coord X:	953634.0
USESTS Desc:	Primary	Pump Coord Y:	833812.0
Well Depth:	0.0	Point X:	-80.089483808182
Well Diameter:	0.0	Point Y:	26.624704437341
Fac Name:	PUMP 1		
Project Name:	SOUTH PARCEL ANNEX		
Source Name:	LWDD Canal (L-11)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
65	W	0.56	2,934.52	17.56	WELLS

Permit No:	50-11409-W	Cul Diameter:	0.0
App No:	171114-18	Acres Served:	7.94
ID:	277439	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	160.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	2.0

WLSTS Code:	E	Pump Intake Elev:	10.0
USESTS Code:	PRM	Pump Coord X:	948303.0
USESTS Desc:	Primary	Pump Coord Y:	832567.0
Well Depth:	180.0	Point X:	-80.1058264767588
Well Diameter:	2.0	Point Y:	26.6213832095191
Fac Name:	Lakewood Gardens Well		
Project Name:	VILLAGE PARK IRRIGATION PROJECTS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
68	ESE	0.56	2,980.04	10.11	WELLS

Permit No:	50-00234-W	Cul Diameter:	0.0
App No:	161116-23	Acres Served:	6000.0
ID:	190141	Invert Elevation:	0.0
Actual Permit File:	IND	Cased Depth:	900.0
Permitted:	Yes	Pump Type Code:	N/A
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	PWS	Pump Capacity:	1500.0
Use Code:	PWS	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PROD	Pump Coord X:	954272.0
USESTS Desc:	Production	Pump Coord Y:	831038.0
Well Depth:	1550.0	Point X:	-80.0875917415486
Well Diameter:	16.0	Point Y:	26.6170612622042
Fac Name:	LW-F-7		
Project Name:	LAKE WORTH UTILITIES		
Source Name:	Floridan Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
72	S	0.58	3,066.37	6.50	WELLS

Permit No:	50-08825-W	Cul Diameter:	0.0
App No:	080926-20	Acres Served:	10.0
ID:	225516	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	5.5
LU Code:	LAN	Pump Capacity:	150.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951559.0
USESTS Desc:	Primary	Pump Coord Y:	828785.0
Well Depth:	0.0	Point X:	-80.0959433041902
Well Diameter:	0.0	Point Y:	26.6109167416381
Fac Name:	1		

Wells and Additional Sources Detail Report

Project Name: EMERALD LAKE TOWNHOMES
Source Name: On-site Lake(s)

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
75	ESE	0.60	3,160.61	10.50	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	254611	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	225.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954265.0
USESTS Desc:	Primary	Pump Coord Y:	830546.0
Well Depth:	120.0	Point X:	-80.0876239073068
Well Diameter:	8.0	Point Y:	26.6157080143151
Fac Name:	5R		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
76	SE	0.60	3,180.08	13.19	WELLS

Permit No:	50-09229-W	Cul Diameter:	0.0
App No:	090914-9	Acres Served:	4.0
ID:	252503	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	166.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953432.0
USESTS Desc:	Primary	Pump Coord Y:	829482.0
Well Depth:	170.0	Point X:	-80.0901963401857
Well Diameter:	2.0	Point Y:	26.6127975064199
Fac Name:	Well 1		
Project Name:	BETHEL ASSEMBLY OF GOD		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
78	WSW	0.60	3,144.34	19.50	WELLS

Permit No:	50-06167-W	Cul Diameter:	4.0
App No:	031003-4	Acres Served:	2.3
ID:	139761	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	148.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	4.0
LU Code:	LAN	Pump Capacity:	100.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	948158.0
USESTS Desc:	Primary	Pump Coord Y:	830936.0
Well Depth:	168.0	Point X:	-80.1063051396968
Well Diameter:	4.0	Point Y:	26.6168994519869
Fac Name:	Well 1		
Project Name:	SALVATION ARMY		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
83	NE	0.63	3,317.87	12.57	WELLS

Permit No:	50-07248-W	Cul Diameter:	0.0
App No:	060105-14	Acres Served:	0.56
ID:	191404	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	70.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	35.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953688.0
USESTS Desc:	Primary	Pump Coord Y:	834616.0
Well Depth:	80.0	Point X:	-80.0893010063691
Well Diameter:	2.0	Point Y:	26.6269150049367
Fac Name:	WELL A		
Project Name:	PALM SPRINGS PLAZA		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
84	SE	0.65	3,431.75	12.84	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	194264	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB

Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	275.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954111.0
USESTS Desc:	Primary	Pump Coord Y:	829807.0
Well Depth:	100.0	Point X:	-80.088111327398
Well Diameter:	10.0	Point Y:	26.613678208033
Fac Name:	4R		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
86	WSW	0.65	3,427.08	18.04	WELLS

Permit No:	50-10931-W	Cul Diameter:	0.0
App No:	180731-6	Acres Served:	0.62
ID:	279728	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	120.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	947906.0
USESTS Desc:	Primary	Pump Coord Y:	830793.0
Well Depth:	130.0	Point X:	-80.1070794140606
Well Diameter:	2.0	Point Y:	26.6165109306025
Fac Name:	Well 2		
Project Name:	THE RETREAT		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
87	WSW	0.65	3,428.86	18.04	WELLS

Permit No:	50-10931-W	Cul Diameter:	0.0
App No:	180731-6	Acres Served:	0.62
ID:	272343	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	120.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	0.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	A	Pump Intake Elev:	0.0
USESTS Code:	ABN	Pump Coord X:	947907.0
USESTS Desc:	Abandoned	Pump Coord Y:	830784.0

Well Depth:	140.0	Point X:	-80.1070765465089
Well Diameter:	2.0	Point Y:	26.6164861549603
Fac Name:	Well 1		
Project Name:	THE RETREAT		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
90	SSE	0.67	3,553.50	9.16	WELLS

Permit No:	50-06498-W	Cul Diameter:	0.0
App No:	040518-10	Acres Served:	3.92
ID:	152335	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.5
LU Code:	LAN	Pump Capacity:	200.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	2.0
USESTS Code:	PRM	Pump Coord X:	952944.0
USESTS Desc:	Primary	Pump Coord Y:	828739.0
Well Depth:	0.0	Point X:	-80.0917058982503
Well Diameter:	0.0	Point Y:	26.6107632136742
Fac Name:	Pump 1		
Project Name:	CORAL LAKES		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
92	NE	0.67	3,540.02	12.03	WELLS

Permit No:	50-07248-W	Cul Diameter:	0.0
App No:	060105-14	Acres Served:	0.56
ID:	190481	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	200.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	80.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953595.0
USESTS Desc:	Primary	Pump Coord Y:	834984.0
Well Depth:	210.0	Point X:	-80.0895776247126
Well Diameter:	3.0	Point Y:	26.6279291136956
Fac Name:	WELL B		
Project Name:	PALM SPRINGS PLAZA		
Source Name:	Surficial Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
93	SE	0.69	3,620.73	12.82	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	261283	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	185.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	300.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954419.0
USESTS Desc:	Primary	Pump Coord Y:	829904.0
Well Depth:	205.0	Point X:	-80.0871666392119
Well Diameter:	8.0	Point Y:	26.6139389893643
Fac Name:	7		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
94	N	0.68	3,597.35	13.53	WELLS

Permit No:	50-02570-W	Cul Diameter:	
App No:	030523-13	Acres Served:	3.62
ID:	29792	Invert Elevation:	
Actual Permit File:	GP	Cased Depth:	190
Permitted:		Pump Type Code:	N/A
Facinv Type:	WELL	Pump Diameter:	
LU Code:	LAN	Pump Capacity:	0
Use Code:	IRR	Pump Intake Depth:	-25
WLSTS Code:	A	Pump Intake Elev:	
USESTS Code:	TBPA	Pump Coord X:	950696
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	835723
Well Depth:	235	Point X:	-80.098436972357902
Well Diameter:	6	Point Y:	26.63002326813595
Fac Name:	Well		
Project Name:	PALM SPRINGS ELEMENTARY SCHOOL		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
95	NE	0.68	3,611.32	12.93	WELLS

Permit No:	50-07358-W	Cul Diameter:	0.0
App No:	160627-13	Acres Served:	2.1733

Wells and Additional Sources Detail Report

ID:	192056	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	50.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	10.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954186.0
USESTS Desc:	Primary	Pump Coord Y:	834522.0
Well Depth:	70.0	Point X:	-80.087778859186
Well Diameter:	2.0	Point Y:	26.6266466643028
Fac Name:	WELL		
Project Name:	PHILIPS 3400 L L C - EAST PARCEL ANNEX		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
98	N	0.70	3,696.38	13.57	WELLS

Permit No:	50-02570-W	Cul Diameter:	0.0
App No:	191011-5	Acres Served:	3.62
ID:	133808	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	108.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	125.0
Use Code:	IRR	Pump Intake Depth:	42.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950599.0
USESTS Desc:	Primary	Pump Coord Y:	835808.0
Well Depth:	128.0	Point X:	-80.0987296238145
Well Diameter:	6.0	Point Y:	26.630254163068
Fac Name:	Well 1		
Project Name:	PALM SPRINGS ELEMENTARY SCHOOL		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
99	N	0.70	3,716.86	14.49	WELLS

Permit No:	50-02570-W	Cul Diameter:	
App No:	030523-13	Acres Served:	3.62
ID:	133808	Invert Elevation:	
Actual Permit File:	GP	Cased Depth:	108
Permitted:		Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	
LU Code:	LAN	Pump Capacity:	125
Use Code:	IRR	Pump Intake Depth:	42

WLSTS Code:	E	Pump Intake Elev:	
USESTS Code:	PRM	Pump Coord X:	950615
USESTS Desc:	Primary	Pump Coord Y:	835830
Well Depth:	128	Point X:	-80.098682581638059
Well Diameter:	6	Point Y:	26.630319173962054
Fac Name:	Well 1		
Project Name:	PALM SPRINGS ELEMENTARY SCHOOL		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
101	W	0.72	3,822.68	17.66	WELLS

Permit No:	50-07169-W	Cul Diameter:	0.0
App No:	051013-15	Acres Served:	1.5
ID:	186641	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	85.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	80.0
Use Code:	IRR	Pump Intake Depth:	85.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	947370.0
USESTS Desc:	Primary	Pump Coord Y:	831440.0
Well Depth:	100.0	Point X:	-80.1087059772777
Well Diameter:	4.0	Point Y:	26.6183009821727
Fac Name:	WELL A		
Project Name:	LAKE WORTH ROAD ENHANCEMENT		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
102	SSW	0.72	3,788.40	16.10	WELLS

Permit No:	50-10209-W	Cul Diameter:	0.0
App No:	130129-4	Acres Served:	0.5
ID:	264446	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	60.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	949254.0
USESTS Desc:	Primary	Pump Coord Y:	828561.0
Well Depth:	80.0	Point X:	-80.1030019326113
Well Diameter:	2.0	Point Y:	26.6103452069884
Fac Name:	1		

Wells and Additional Sources Detail Report

Project Name: 4509 MATHIS STREET
Source Name: Surficial Aquifer System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
106	SSE	0.76	4,033.34	14.70	WELLS

Permit No:	50-03839-W	Cul Diameter:	0.0
App No:	170313-5	Acres Served:	0.16
ID:	25215	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	20.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	35.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953484.0
USESTS Desc:	Primary	Pump Coord Y:	828483.0
Well Depth:	80.0	Point X:	-80.0900589568642
Well Diameter:	2.0	Point Y:	26.6100484539243
Fac Name:	W-1		
Project Name:	WENDYS OLD FASHIONED HAMBURGERS AT CONGRESS POINT PLAZA		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
107	NW	0.76	3,992.01	18.29	WELLS

Permit No:	50-10484-W	Cul Diameter:	0.0
App No:	140128-11	Acres Served:	1.53
ID:	267748	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	55.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	25.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	948620.0
USESTS Desc:	Primary	Pump Coord Y:	835140.0
Well Depth:	60.0	Point X:	-80.1048011532022
Well Diameter:	2.0	Point Y:	26.6284548922745
Fac Name:	Well		
Project Name:	CUMBERLAND FARMS - KIRK ROAD AND 10TH AVENUE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
108	SSE	0.78	4,117.44	13.78	WELLS

Permit No:	50-07353-W	Cul Diameter:	0.0
App No:	060418-8	Acres Served:	3.9
ID:	192024	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	125.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	100.0
Use Code:	IRR	Pump Intake Depth:	80.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	952689.0
USESTS Desc:	Primary	Pump Coord Y:	827998.0
Well Depth:	145.0	Point X:	-80.0925023415815
Well Diameter:	6.0	Point Y:	26.6087298592981
Fac Name:	WELL 1		
Project Name:	SELECT MEDICAL		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
109	ESE	0.78	4,127.84	13.89	WELLS

Permit No:	50-07169-W	Cul Diameter:	0.0
App No:	051013-15	Acres Served:	1.5
ID:	186644	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	85.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	85.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955480.0
USESTS Desc:	Primary	Pump Coord Y:	831120.0
Well Depth:	100.0	Point X:	-80.0838930082089
Well Diameter:	4.0	Point Y:	26.6172630678869
Fac Name:	WELL D		
Project Name:	LAKE WORTH ROAD ENHANCEMENT		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
110	SE	0.79	4,166.21	12.73	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	111887	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB

Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	225.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954369.0
USESTS Desc:	Primary	Pump Coord Y:	828998.0
Well Depth:	80.0	Point X:	-80.0873394394053
Well Diameter:	6.0	Point Y:	26.6114477630146
Fac Name:	3		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
111	ESE	0.79	4,186.57	6.30	WELLS

Permit No:	50-09661-W	Cul Diameter:	0.0
App No:	110124-6	Acres Served:	0.5
ID:	258733	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	4.0
LU Code:	LAN	Pump Capacity:	4.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	2.0
USESTS Code:	PRM	Pump Coord X:	955529.0
USESTS Desc:	Primary	Pump Coord Y:	831068.0
Well Depth:	0.0	Point X:	-80.0837441908725
Well Diameter:	0.0	Point Y:	26.6171190617744
Fac Name:	Pump 2		
Project Name:	SR 802 LAKE WORTH RD		
Source Name:	LWDD Canal (E-4)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
112	ESE	0.79	4,187.62	6.30	WELLS

Permit No:	50-00234-W	Cul Diameter:	0.0
App No:	161116-23	Acres Served:	6000.0
ID:	136958	Invert Elevation:	0.0
Actual Permit File:	IND	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	N/A
Facinv Type:	PUMP	Pump Diameter:	0.0
LU Code:	PWS	Pump Capacity:	0.0
Use Code:	MON	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	MON	Pump Coord X:	955517.0
USESTS Desc:	Monitor	Pump Coord Y:	831010.0

Well Depth:	0.0	Point X:	-80.0837821861274
Well Diameter:	0.0	Point Y:	26.6169597525746
Fac Name:	LWLO-1		
Project Name:	LAKE WORTH UTILITIES		
Source Name:	LWDD Canal (E-4)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
114	S	0.78	4,129.54	14.83	WELLS

Permit No:	50-05405-W	Cul Diameter:	0.0
App No:	020313-17	Acres Served:	2.0
ID:	117363	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	120.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950998.0
USESTS Desc:	Primary	Pump Coord Y:	827701.0
Well Depth:	130.0	Point X:	-80.0976834908044
Well Diameter:	2.0	Point Y:	26.6079457820255
Fac Name:	Well 1		
Project Name:	4669-4697 DAVIS ROAD		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
115	SE	0.80	4,224.07	12.44	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	111886	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	375.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954843.0
USESTS Desc:	Primary	Pump Coord Y:	829459.0
Well Depth:	100.0	Point X:	-80.0858788076704
Well Diameter:	10.0	Point Y:	26.6127065610646
Fac Name:	2		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
116	SW	0.78	4,135.69	16.56	WELLS

Permit No:	50-09204-W	Cul Diameter:	0.0
App No:	090909-14	Acres Served:	1.0
ID:	252689	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	70.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	0.0
Use Code:	PWS	Pump Intake Depth:	0.0
WLSTS Code:	A	Pump Intake Elev:	0.0
USESTS Code:	TBPA	Pump Coord X:	948280.0
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	828872.0
Well Depth:	80.0	Point X:	-80.1059759289521
Well Diameter:	2.0	Point Y:	26.6112194636901
Fac Name:	1		
Project Name:	CHERYL ANGOLLOTTI PROPERTY		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
118	SW	0.79	4,149.82	16.58	WELLS

Permit No:	50-09204-W	Cul Diameter:	0.0
App No:	090909-14	Acres Served:	1.0
ID:	252690	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	70.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	948270.0
USESTS Desc:	Primary	Pump Coord Y:	828862.0
Well Depth:	80.0	Point X:	-80.1060067464394
Well Diameter:	2.0	Point Y:	26.6111921480574
Fac Name:	2		
Project Name:	CHERYL ANGOLLOTTI PROPERTY		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
119	ESE	0.81	4,281.37	10.42	WELLS

Permit No:	50-09661-W	Cul Diameter:	0.0
App No:	110124-6	Acres Served:	0.5

ID:	258732	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	4.0
LU Code:	LAN	Pump Capacity:	2.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	2.0
USESTS Code:	PRM	Pump Coord X:	955623.0
USESTS Desc:	Primary	Pump Coord Y:	831054.0
Well Depth:	0.0	Point X:	-80.0834568213373
Well Diameter:	0.0	Point Y:	26.617078697456
Fac Name:	Pump 1		
Project Name:	SR 802 LAKE WORTH RD		
Source Name:	LWDD Canal (E-4)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
120	SSE	0.82	4,305.97	13.62	WELLS

Permit No:	50-05056-W	Cul Diameter:	0.0
App No:	010622-8	Acres Served:	0.5
ID:	109505	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953553.0
USESTS Desc:	Primary	Pump Coord Y:	828208.0
Well Depth:	100.0	Point X:	-80.0898537915924
Well Diameter:	3.0	Point Y:	26.6092906378232
Fac Name:	1		
Project Name:	JFK COMPREHENSIVE CANCER CENTER AT JFK MEDICAL CENTER		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
121	ESE	0.82	4,331.21	10.28	WELLS

Permit No:	50-06473-W	Cul Diameter:	0.0
App No:	110815-2	Acres Served:	6.0
ID:	257926	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.0
LU Code:	LAN	Pump Capacity:	120.0
Use Code:	IRR	Pump Intake Depth:	0.0

WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	STD	Pump Coord X:	955613.0
USESTS Desc:	Standby	Pump Coord Y:	830805.0
Well Depth:	0.0	Point X:	-80.0834928879258
Well Diameter:	0.0	Point Y:	26.6163939507068
Fac Name:	Pump 1		
Project Name:	JOHN PRINCE PARK: TRIPLEX BALL FIELDS		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
122	ESE	0.82	4,354.29	10.61	WELLS

Permit No:	50-06473-W	Cul Diameter:	0.0
App No:	110815-2	Acres Served:	6.0
ID:	260124	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	190.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	120.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955630.0
USESTS Desc:	Primary	Pump Coord Y:	830780.0
Well Depth:	226.0	Point X:	-80.0834414100731
Well Diameter:	6.0	Point Y:	26.6163248462262
Fac Name:	Well 3		
Project Name:	JOHN PRINCE PARK: TRIPLEX BALL FIELDS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
123	S	0.81	4,289.64	14.61	WELLS

Permit No:	50-05405-W	Cul Diameter:	0.0
App No:	020313-17	Acres Served:	2.0
ID:	117364	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	120.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	950991.0
USESTS Desc:	Primary	Pump Coord Y:	827541.0
Well Depth:	130.0	Point X:	-80.0977083657246
Well Diameter:	2.0	Point Y:	26.6075057908376
Fac Name:	Well 2		

Wells and Additional Sources Detail Report

Project Name: 4669-4697 DAVIS ROAD
Source Name: Surficial Aquifer System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
124	ESE	0.83	4,375.80	10.63	WELLS

Permit No:	50-06473-W	Cul Diameter:	0.0
App No:	110815-2	Acres Served:	6.0
ID:	257925	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	80.0
Permitted:	Yes	Pump Type Code:	N/A
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	0.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	A	Pump Intake Elev:	0.0
USESTS Code:	TBPA	Pump Coord X:	955670.0
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	830845.0
Well Depth:	100.0	Point X:	-80.0833175688576
Well Diameter:	6.0	Point Y:	26.6165028577291
Fac Name:	Well 2		
Project Name:	JOHN PRINCE PARK: TRIPLEX BALL FIELDS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
125	E	0.83	4,383.94	12.18	WELLS

Permit No:	50-09820-W	Cul Diameter:	0.0
App No:	130523-18	Acres Served:	5.0
ID:	265637	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.5
LU Code:	LAN	Pump Capacity:	150.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	8.0
USESTS Code:	PRM	Pump Coord X:	955793.0
USESTS Desc:	Primary	Pump Coord Y:	831452.0
Well Depth:	0.0	Point X:	-80.082927823018
Well Diameter:	0.0	Point Y:	26.6181701538889
Fac Name:	Pump		
Project Name:	RIVERVIEW HOUSE		
Source Name:	LWDD Canal (E-4)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
126	W	0.83	4,362.62	16.69	WELLS

Permit No:	50-11500-W	Cul Diameter:	0.0
App No:	180301-14	Acres Served:	4.94
ID:	278604	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	70.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	85.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	946866.0
USESTS Desc:	Primary	Pump Coord Y:	832647.0
Well Depth:	100.0	Point X:	-80.1102227284918
Well Diameter:	4.0	Point Y:	26.6216308498856
Fac Name:	Well-Temp757		
Project Name:	4280 LAKEWOOD ROAD APARTMENTS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
128	W	0.83	4,380.51	16.94	WELLS

Permit No:	50-02642-W	Cul Diameter:	0.0
App No:	110418-4	Acres Served:	5.67
ID:	259201	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	80.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	160.0
Use Code:	IRR	Pump Intake Depth:	110.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	946803.0
USESTS Desc:	Primary	Pump Coord Y:	831521.0
Well Depth:	130.0	Point X:	-80.1104395162445
Well Diameter:	4.0	Point Y:	26.6185346581196
Fac Name:	Well 1		
Project Name:	HOME DEPOT STORE #205 LAKE WORTH		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
129	NE	0.83	4,366.73	11.81	WELLS

Permit No:	50-05927-W	Cul Diameter:	0
App No:	030410-10	Acres Served:	0.25
ID:	131819	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	60.0
Permitted:	Yes	Pump Type Code:	CEN

Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954538.0
USESTS Desc:	Primary	Pump Coord Y:	835253.0
Well Depth:	70.0	Point X:	-80.0866879319097
Well Diameter:	2.0	Point Y:	26.6286553721836
Fac Name:	Well 1		
Project Name:	VISUAL HEALTH		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
130	SSE	0.84	4,451.58	12.61	WELLS

Permit No:	50-03416-W	Cul Diameter:	0.0
App No:	150302-13	Acres Served:	19.5
ID:	35188	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.0
LU Code:	LAN	Pump Capacity:	125.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	14.0
USESTS Code:	PROD	Pump Coord X:	952519.0
USESTS Desc:	Production	Pump Coord Y:	827583.0
Well Depth:	0.0	Point X:	-80.0930315739387
Well Diameter:	0.0	Point Y:	26.6075915988564
Fac Name:	1		
Project Name:	CONGRESS PARK P U D		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
130	SSE	0.84	4,451.58	12.61	WELLS

Permit No:	50-03416-W	Cul Diameter:	0.0
App No:	150302-13	Acres Served:	19.5
ID:	35189	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.0
LU Code:	LAN	Pump Capacity:	125.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	14.0
USESTS Code:	PROD	Pump Coord X:	952519.0
USESTS Desc:	Production	Pump Coord Y:	827583.0

Well Depth:	0.0	Point X:	-80.0930315739387
Well Diameter:	0.0	Point Y:	26.6075915988564
Fac Name:	2		
Project Name:	CONGRESS PARK P U D		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
131	NE	0.84	4,426.18	11.64	WELLS

Permit No:	50-05927-W	Cul Diameter:	0.0
App No:	230424-4	Acres Served:	0.25
ID:	131819	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	60.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	60.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954558.0
USESTS Desc:	Primary	Pump Coord Y:	835318.0
Well Depth:	70.0	Point X:	-80.0866228959811
Well Diameter:	2.0	Point Y:	26.6288289749001
Fac Name:	Well 1		
Project Name:	VISUAL HEALTH		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
135	SE	0.87	4,617.85	12.15	WELLS

Permit No:	50-00234-W	Cul Diameter:	0.0
App No:	161116-23	Acres Served:	6000.0
ID:	190142	Invert Elevation:	0.0
Actual Permit File:	IND	Cased Depth:	900.0
Permitted:	Yes	Pump Type Code:	N/A
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	PWS	Pump Capacity:	1500.0
Use Code:	PWS	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PROD	Pump Coord X:	954467.0
USESTS Desc:	Production	Pump Coord Y:	828473.0
Well Depth:	1550.0	Point X:	-80.0870510056182
Well Diameter:	16.0	Point Y:	26.610001677491
Fac Name:	LW-F-8		
Project Name:	LAKE WORTH UTILITIES		
Source Name:	Floridan Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
136	ENE	0.86	4,563.90	16.77	WELLS

Permit No:	50-05438-W	Cul Diameter:	0.0
App No:	020419-4	Acres Served:	2.2
ID:	117748	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	40.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	100.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955647.0
USESTS Desc:	Primary	Pump Coord Y:	833950.0
Well Depth:	70.0	Point X:	-80.0833198300039
Well Diameter:	3.0	Point Y:	26.6250444725543
Fac Name:	1		
Project Name:	A G PROPERTIES		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
142	E	0.89	4,718.32	7.74	WELLS

Permit No:	50-09820-W	Cul Diameter:	0.0
App No:	130523-18	Acres Served:	5.0
ID:	260063	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	30.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	80.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	SEC	Pump Coord X:	956120.0
USESTS Desc:	Secondary	Pump Coord Y:	831370.0
Well Depth:	50.0	Point X:	-80.0819288719049
Well Diameter:	4.0	Point Y:	26.6179381357338
Fac Name:	Well 2		
Project Name:	RIVERVIEW HOUSE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
146	E	0.90	4,744.45	8.24	WELLS

Permit No:	50-09820-W	Cul Diameter:	0.0
App No:	130523-18	Acres Served:	5.0

Wells and Additional Sources Detail Report

ID:	260064	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	200.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	40.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	SEC	Pump Coord X:	956150.0
USESTS Desc:	Secondary	Pump Coord Y:	831400.0
Well Depth:	240.0	Point X:	-80.081836400914
Well Diameter:	4.0	Point Y:	26.6180200663322
Fac Name:	Well 1		
Project Name:	RIVERVIEW HOUSE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
147	W	0.89	4,700.46	16.62	WELLS

Permit No:	50-03222-W	Cul Diameter:	0.0
App No:	131107-20	Acres Served:	0.5
ID:	3417	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	60.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	52.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	946474.0
USESTS Desc:	Primary	Pump Coord Y:	831697.0
Well Depth:	70.0	Point X:	-80.11144265834
Well Diameter:	2.0	Point Y:	26.6190250908295
Fac Name:	1		
Project Name:	KINGDOM BUFFET		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
149	S	0.90	4,750.61	11.33	WELLS

Permit No:	50-06885-W	Cul Diameter:	0.0
App No:	050329-14	Acres Served:	2.23
ID:	170786	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	93.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	75.0
Use Code:	IRR	Pump Intake Depth:	0.0

WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	951393.0
USESTS Desc:	Primary	Pump Coord Y:	827081.0
Well Depth:	100.0	Point X:	-80.0964881345559
Well Diameter:	4.0	Point Y:	26.6062326203377
Fac Name:	Well 1		
Project Name:	NEALON PARK		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
153	ENE	0.92	4,866.29	15.63	WELLS

Permit No:	50-10246-W	Cul Diameter:	0.0
App No:	130307-2	Acres Served:	1.0
ID:	265044	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	60.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	PWS	Pump Capacity:	100.0
Use Code:	PWS	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955807.0
USESTS Desc:	Primary	Pump Coord Y:	834327.0
Well Depth:	70.0	Point X:	-80.0828218573065
Well Diameter:	2.0	Point Y:	26.6260783568372
Fac Name:	1		
Project Name:	HELENA PROPERTY		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
154	SW	0.91	4,802.72	15.52	WELLS

Permit No:	50-10485-W	Cul Diameter:	0.0
App No:	140221-8	Acres Served:	0.21
ID:	267755	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	126.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	947860.0
USESTS Desc:	Primary	Pump Coord Y:	828350.0
Well Depth:	140.0	Point X:	-80.1072723804973
Well Diameter:	2.0	Point Y:	26.6097916161419
Fac Name:	1		

Wells and Additional Sources Detail Report

Project Name: Lake Worth West Community Center Expansion
Source Name: Surficial Aquifer System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
155	E	0.94	4,957.16	8.99	WELLS

Permit No:	50-10695-W	Cul Diameter:	0.0
App No:	141219-11	Acres Served:	4.61
ID:	270007	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	PUMP	Pump Diameter:	2.0
LU Code:	LAN	Pump Capacity:	120.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	5.0
USESTS Code:	PRM	Pump Coord X:	956383.0
USESTS Desc:	Primary	Pump Coord Y:	831602.0
Well Depth:	0.0	Point X:	-80.0811188858262
Well Diameter:	0.0	Point Y:	26.6185711192665
Fac Name:	Pump-Temp152		
Project Name:	THE VILLAGE I I AT LAKE OSBORNE		
Source Name:	On-site Lake(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
157	NE	0.93	4,911.39	13.07	WELLS

Permit No:	50-10451-W	Cul Diameter:	0.0
App No:	131220-16	Acres Served:	0.27
ID:	267998	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	170.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	55.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955286.0
USESTS Desc:	Primary	Pump Coord Y:	835232.0
Well Depth:	200.0	Point X:	-80.0843965984532
Well Diameter:	4.0	Point Y:	26.6285780820654
Fac Name:	Well 1		
Project Name:	MURPHY OIL AT WALMART STORE 5882		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
158	NE	0.93	4,911.69	10.36	WELLS

Wells and Additional Sources Detail Report

Permit No:	50-11994-W	Cul Diameter:	0.0
App No:	200909-5	Acres Served:	0.5
ID:	285683	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	75.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	40.0
Use Code:	IRR	Pump Intake Depth:	2.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955143.09304591
USESTS Desc:	Primary	Pump Coord Y:	835403.89005301
Well Depth:	95.0	Point X:	-80.0848302246206
Well Diameter:	2.0	Point Y:	26.6290537273558
Fac Name:	WELL		
Project Name:	U S A AUTO WASH		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
159	NE	0.93	4,915.00	9.93	WELLS

Permit No:	50-12053-W	Cul Diameter:	0.0
App No:	201208-4	Acres Served:	0.6
ID:	286328	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955077.0
USESTS Desc:	Primary	Pump Coord Y:	835483.0
Well Depth:	60.0	Point X:	-80.0850307826122
Well Diameter:	3.0	Point Y:	26.6292726424356
Fac Name:	Well-1		
Project Name:	Usa Auto Wash		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
160	E	0.95	5,018.38	12.12	WELLS

Permit No:	50-08321-W	Cul Diameter:	0.0
App No:	080110-12	Acres Served:	2.04
ID:	219426	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	80.0
Permitted:	Yes	Pump Type Code:	SUB

Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	200.0
Use Code:	IRL	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	RCH	Pump Coord X:	956419.0
USESTS Desc:	Recharge	Pump Coord Y:	831342.0
Well Depth:	110.0	Point X:	-80.0810144290988
Well Diameter:	6.0	Point Y:	26.6178552062689
Fac Name:	Well 001		
Project Name:	AMANZI		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
162	ESE	0.95	5,022.56	10.48	WELLS

Permit No:	50-00234-W	Cul Diameter:	0.0
App No:	161116-23	Acres Served:	6000.0
ID:	190005	Invert Elevation:	0.0
Actual Permit File:	IND	Cased Depth:	900.0
Permitted:	Yes	Pump Type Code:	N/A
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	PWS	Pump Capacity:	1500.0
Use Code:	PWS	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PROD	Pump Coord X:	956350.0
USESTS Desc:	Production	Pump Coord Y:	830908.0
Well Depth:	1550.0	Point X:	-80.0812351395726
Well Diameter:	16.0	Point Y:	26.6166627331003
Fac Name:	LW-F-4		
Project Name:	LAKE WORTH UTILITIES		
Source Name:	Floridan Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
163	E	0.95	5,026.32	12.12	WELLS

Permit No:	50-08321-W	Cul Diameter:	0.0
App No:	080110-12	Acres Served:	2.04
ID:	219427	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	PUMP	Pump Diameter:	4.0
LU Code:	LAN	Pump Capacity:	50.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	12.0
USESTS Code:	PRM	Pump Coord X:	956427.0
USESTS Desc:	Primary	Pump Coord Y:	831342.0

Well Depth:	0.0	Point X:	-80.0809899462424
Well Diameter:	0.0	Point Y:	26.6178550481135
Fac Name:	Pump 02		
Project Name:	AMANZI		
Source Name:	On-site Lake(s) / Pond(s)		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
166	SE	0.95	5,040.43	10.02	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	111885	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	0.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	A	Pump Intake Elev:	0.0
USESTS Code:	TBPA	Pump Coord X:	955363.0
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	828796.0
Well Depth:	100.0	Point X:	-80.0843019992231
Well Diameter:	10.0	Point Y:	26.6108725613529
Fac Name:	1		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
167	SE	0.96	5,051.36	12.78	WELLS

Permit No:	50-11523-W	Cul Diameter:	0.0
App No:	180404-12	Acres Served:	2.75
ID:	278863	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	150.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	30.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	954581.0
USESTS Desc:	Primary	Pump Coord Y:	828004.0
Well Depth:	170.0	Point X:	-80.0867123906156
Well Diameter:	2.0	Point Y:	26.6087093212754
Fac Name:	WELL-1		
Project Name:	HOMESAFE		
Source Name:	Surficial Aquifer System		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
168	SE	0.96	5,049.62	10.02	WELLS

Permit No:	50-05148-W	Cul Diameter:	0.0
App No:	141106-11	Acres Served:	37.7
ID:	269838	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	195.0
Permitted:	Yes	Pump Type Code:	SUB
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	350.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955374.0
USESTS Desc:	Primary	Pump Coord Y:	828795.0
Well Depth:	225.0	Point X:	-80.0842683581266
Well Diameter:	10.0	Point Y:	26.6108695932593
Fac Name:	1R		
Project Name:	PALM BEACH STATE COLLEGE- CENTRAL CAMPUS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
170	NW	0.96	5,088.76	16.96	WELLS

Permit No:	50-09869-W	Cul Diameter:	0.0
App No:	110926-4	Acres Served:	30.8
ID:	260607	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	145.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	947880.0
USESTS Desc:	Primary	Pump Coord Y:	835950.0
Well Depth:	88.0	Point X:	-80.1070487494819
Well Diameter:	4.0	Point Y:	26.6306972709057
Fac Name:	well 2		
Project Name:	LAKE WORTH MEMORY GARDENS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
171	NW	0.97	5,103.60	16.81	WELLS

Permit No:	50-09869-W	Cul Diameter:	0.0
App No:	110926-4	Acres Served:	30.8

Wells and Additional Sources Detail Report

ID:	260606	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	0.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	0.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	A	Pump Intake Elev:	0.0
USESTS Code:	TBPA	Pump Coord X:	947880.0
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	835970.0
Well Depth:	60.0	Point X:	-80.1070483218124
Well Diameter:	2.0	Point Y:	26.630752286605
Fac Name:	well 1		
Project Name:	LAKE WORTH MEMORY GARDENS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
172	NW	0.97	5,111.03	16.81	WELLS

Permit No:	50-09869-W	Cul Diameter:	0.0
App No:	110926-4	Acres Served:	30.8
ID:	260609	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	69.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	150.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	947880.0
USESTS Desc:	Primary	Pump Coord Y:	835980.0
Well Depth:	75.0	Point X:	-80.1070481079772
Well Diameter:	8.0	Point Y:	26.6307797944545
Fac Name:	well 4		
Project Name:	LAKE WORTH MEMORY GARDENS		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
175	W	0.99	5,217.06	17.78	WELLS

Permit No:	50-06468-W	Cul Diameter:	0.0
App No:	040503-8	Acres Served:	1.0
ID:	150704	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	63.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	IND	Pump Capacity:	0.0
Use Code:	IND	Pump Intake Depth:	0.0

WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	TBPA	Pump Coord X:	945976.0
USESTS Desc:	To be Plugged and Abandoned	Pump Coord Y:	832396.0
Well Depth:	70.0	Point X:	-80.1129519215363
Well Diameter:	2.0	Point Y:	26.6209574107806
Fac Name:	Well 1		
Project Name:	GREENACRES CENTRAL OFFICE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
176	W	0.99	5,231.18	16.78	WELLS

Permit No:	50-06468-W	Cul Diameter:	0.0
App No:	040503-8	Acres Served:	1.0
ID:	150705	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	68.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	IND	Pump Capacity:	30.0
Use Code:	IND	Pump Intake Depth:	0.0
WLSTS Code:	P	Pump Intake Elev:	0.0
USESTS Code:	STD	Pump Coord X:	945962.0
USESTS Desc:	Standby	Pump Coord Y:	832398.0
Well Depth:	70.0	Point X:	-80.1129947265453
Well Diameter:	2.0	Point Y:	26.6209631797713
Fac Name:	Well 2		
Project Name:	GREENACRES CENTRAL OFFICE		
Source Name:	Surficial Aquifer System		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
177	NE	0.99	5,209.80	13.55	WELLS

Permit No:	50-10300-W	Cul Diameter:	0.0
App No:	130514-10	Acres Served:	0.77
ID:	265608	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	160.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	40.0
Use Code:	IRR	Pump Intake Depth:	14.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	955471.0
USESTS Desc:	Primary	Pump Coord Y:	835478.0
Well Depth:	190.0	Point X:	-80.0838249753254
Well Diameter:	4.0	Point Y:	26.6292511253052
Fac Name:	Well		

Wells and Additional Sources Detail Report

Project Name: T D BANK PALM SPRINGS
Source Name: Surficial Aquifer System

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
179	NNE	0.99	5,248.18	11.16	WELLS

Permit No:	50-08700-W	Cul Diameter:	0.0
App No:	080728-7	Acres Served:	0.1
ID:	224372	Invert Elevation:	0.0
Actual Permit File:	GP	Cased Depth:	30.0
Permitted:	Yes	Pump Type Code:	CEN
Facinv Type:	WELL	Pump Diameter:	0.0
LU Code:	LAN	Pump Capacity:	40.0
Use Code:	IRR	Pump Intake Depth:	0.0
WLSTS Code:	E	Pump Intake Elev:	0.0
USESTS Code:	PRM	Pump Coord X:	953756.0
USESTS Desc:	Primary	Pump Coord Y:	836885.0
Well Depth:	40.0	Point X:	-80.089043387447
Well Diameter:	2.0	Point Y:	26.6331551857539
Fac Name:	Well Sta-Rite		
Project Name:	CARL COLLIER PROPERTY		
Source Name:	Surficial Aquifer System		

Well Surveillance Program Water Wells

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
28	ENE	0.33	1,719.33	11.49	WATER WELLS

FLUW ID:	AAD0914	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	291348
Req No:		GPS ID:	291348
Status:	ABANDONED	Resident Type:	
Well Type Code:	43	Name:	EDDIE MORAN
Well Type:	Private	First Name:	
Well Depth:	75	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	-23.09
Diameter:	2	Longitude:	-80.091312
Sanitary Seal:	Yes	Latitude:	26.621927
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/10/2000 5:37:41
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS

Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3695 ELIZABETH ST		
City:	LAKE WORTH		
Comment:	Connected to city water		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
29	ENE	0.34	1,817.36	10.58	WATER WELLS

FLUW ID:	AAD0913	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	291346
Req No:		GPS ID:	291346
Status:	ABANDONED	Resident Type:	
Well Type Code:	43	Name:	RAY WILSON
Well Type:	Private	First Name:	
Well Depth:	75	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	-23.83
Diameter:	2	Longitude:	-80.091104
Sanitary Seal:	Yes	Latitude:	26.622185
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/10/2000 5:34:04
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3687 ELIZABETH ST		
City:	LAKE WORTH		
Comment:	Connected to city water		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
30	E	0.36	1,896.43	12.16	WATER WELLS

FLUW ID:	500009501	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:	500009501	Project ID:	ANDREW
Other ID:		Loc ID:	468508
Req No:		GPS ID:	468508

Wells and Additional Sources Detail Report

Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:	CONNECTED TO PWS	Phone Ext:	
Casing Material:		County:	PALM BEACH
Length:		Height Abv Ellipsoid:	
Diameter:	0	Longitude:	-80.090439
Sanitary Seal:		Latitude:	26.61966
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3085 2ND AVENUE N		
City:	LAKE WORTH		
Comment:			

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
31	ENE	0.39	2,036.07	12.30	WATER WELLS

FLUW ID:	AAD0915	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	291350
Req No:		GPS ID:	291350
Status:	ABANDONED	Resident Type:	
Well Type Code:	43	Name:	PICARDO
Well Type:	Private	First Name:	
Well Depth:	75	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	-22.93
Diameter:	2	Longitude:	-80.090264
Sanitary Seal:	Yes	Latitude:	26.621865
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/10/2000 5:47:02
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	

Insp CHD:
Well Type De:
Address: 3705 RIEDEL AVE
City: LAKE WORTH
Comment: Connected to city water

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
52	SE	0.49	2,595.33	12.91	WATER WELLS

FLUW ID: AAD6816
Permit No:
WSRP ID:
Other ID:
Req No:
Status: ACTIVE
Well Type Code: 50
Well Type: Irrigation
Well Depth:
Potable Status: NON-POTABLE
Action:
Casing Material: PVC
Length:
Diameter: 2
Sanitary Seal: Yes
Agency:
Large PWS: NO
PWS Design:
PWS Verify: 0
Insp F Name:
Insp L Name:
Insp CHD:
Well Type De:
Address: 4177 CONGRESS AVE
City: LAKE WORTH
Comment: ON PWS PER CHD

Property ID:
Parcel ID:
Project ID: SUPER
Loc ID: 296778
GPS ID: 296778
Resident Type:
Name: CONGRESS SQUARE
First Name:
Last Name:
Phone:
Phone Ext:
County: PALM BEACH
Height Abv Ellipsoid: -20.94
Longitude: -80.091023
Latitude: 26.614272
Datum: WS1984
GPS Date: 10/28/1999 5:51:43
Loc Method Code: DGPS OFFSET
Loc Method: Calculated location using DGPS
Software:
Streetside:

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
60	E	0.53	2,777.72	14.07	WATER WELLS

FLUW ID: AAD0911
Permit No:
WSRP ID:
Other ID:
Req No: 56689
Status: INACTIVE
Well Type Code: 43

Property ID:
Parcel ID: 00434420011020030
Project ID: SUPER
Loc ID: 291342
GPS ID: 291342
Resident Type: OWNER
Name: Eastman Aggregates

Wells and Additional Sources Detail Report

Well Type:	Private	First Name:	
Well Depth:	0	Last Name:	
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	0	Height Abv Ellipsoid:	2.35
Diameter:	2	Longitude:	-80.087726
Sanitary Seal:	Yes	Latitude:	26.620105
Agency:	DOH	Datum:	WS1984
Large PWS:	NO	GPS Date:	7/10/2012 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:	Steven	Software:	Well_Solo_v2
Insp L Name:	Garcia	Streetside:	No
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	3705 Bellevue AVE		
City:	Lake Worth		
Comment:	WELL INACTIVE. PROPERTY VACANT.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
62	E	0.54	2,839.30	14.47	WATER WELLS

FLUW ID:	AAD0912	Property ID:	
Permit No:		Parcel ID:	00434420011020040
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	291344
Req No:	56689	GPS ID:	291344
Status:	ACTIVE	Resident Type:	OWNER
Well Type Code:	43	Name:	
Well Type:	Private	First Name:	Noel
Well Depth:	0	Last Name:	Eastman
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	0	Height Abv Ellipsoid:	11.61
Diameter:	2	Longitude:	-80.087538
Sanitary Seal:	Yes	Latitude:	26.620398
Agency:	DOH	Datum:	WS1984
Large PWS:	NO	GPS Date:	7/10/2012 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:	Steven	Software:	Well_Solo_v2
Insp L Name:	Garcia	Streetside:	No
Insp CHD:	PALM BEACH		
Well Type De:			

Wells and Additional Sources Detail Report

Address: 3785 Bellevue AVE
City: Lake Worth
Comment:

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
63	E	0.55	2,921.88	13.08	WATER WELLS

FLUW ID:	AAD0916	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	291352
Req No:		GPS ID:	291352
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	JOE WILCOX
Well Type:	Irrigation	First Name:	
Well Depth:	75	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	-22.32
Diameter:	2	Longitude:	-80.08739
Sanitary Seal:	Yes	Latitude:	26.618529
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/10/2000 6:23:48
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3930 BELLUVUE AVE		
City:	LAKE WORTH		
Comment:	Property is connected to PWS 4504393. Palm Beach County Water Utility per CHD		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
64	E	0.56	2,933.13	13.08	WATER WELLS

FLUW ID:	AAD0917	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	291354
Req No:		GPS ID:	291354
Status:	ACTIVE	Resident Type:	
Well Type Code:	43	Name:	PRODUCTION PLUMBING
Well Type:	Private	First Name:	
Well Depth:	75	Last Name:	

Wells and Additional Sources Detail Report

Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	-25.21
Diameter:	2	Longitude:	-80.087347
Sanitary Seal:	Yes	Latitude:	26.618583
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/10/2000 6:20:45
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3916 BELLUVUE AVE		
City:	LAKE WORTH		
Comment:	NO PERMISSION AFTER MULTIPLE ATTEMPTS		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
70	E	0.57	3,028.21	14.29	WATER WELLS

FLUW ID:	AAN2215	Property ID:	
Permit No:		Parcel ID:	00434420011010030
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	1007162
Req No:		GPS ID:	1007162
Status:	ACTIVE	Resident Type:	OWNER
Well Type Code:	43	Name:	
Well Type:	Private	First Name:	
Well Depth:	0	Last Name:	Eastman
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	0	Height Abv Ellipsoid:	2.04
Diameter:	2	Longitude:	-80.086958
Sanitary Seal:	Yes	Latitude:	26.620288
Agency:	DOH	Datum:	
Large PWS:		GPS Date:	11/12/2010 0:00:00
PWS Design:		Loc Method Code:	DGPS OFFSET
PWS Verify:		Loc Method:	Calculated location using DGPS
Insp F Name:	Ismael	Software:	Well_Solo_v2
Insp L Name:	Gonzalez	Streetside:	Yes
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	3800 BELLE VUE AVE		
City:	LAKE WORTH		

Wells and Additional Sources Detail Report

Comment:

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
71	E	0.57	3,025.91	14.45	WATER WELLS

FLUW ID:	AAN2216	Property ID:	
Permit No:		Parcel ID:	00434420011010040
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	1007164
Req No:		GPS ID:	1007164
Status:	ACTIVE	Resident Type:	OWNER
Well Type Code:	43	Name:	
Well Type:	Private	First Name:	BERNARD
Well Depth:	0	Last Name:	EASTMAN
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	0	Height Abv Ellipsoid:	17.52
Diameter:	2	Longitude:	-80.08699
Sanitary Seal:	Yes	Latitude:	26.620851
Agency:	DOH	Datum:	
Large PWS:		GPS Date:	11/12/2010 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:		Loc Method:	Differentially Corrected GPS
Insp F Name:	Ismael	Software:	Well_Solo_v2
Insp L Name:	Gonzalez	Streetside:	No
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	2887 2ND AVE N		
City:	LAKE WORTH		
Comment:			

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
74	NNW	0.59	3,112.88	14.63	WATER WELLS

FLUW ID:	AAG1088	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	652888
Req No:		GPS ID:	652888
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	SHIELS
Well Type:	Irrigation	First Name:	JOHN
Well Depth:		Last Name:	SHIELS
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	

Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	-8.28
Diameter:	2	Longitude:	-80.101432
Sanitary Seal:	YES	Latitude:	26.627673
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	1/24/2005 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:	ISMAEL	Software:	
Insp L Name:	GONZALEZ	Streetside:	
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	3335 GULFSTREAM RD		
City:	PALM SPRINGS		
Comment:			

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
79	E	0.62	3,282.09	14.41	WATER WELLS

FLUW ID:	AAH1090	Property ID:	
Permit No:	4501246	Parcel ID:	
WSRP ID:		Project ID:	DEP
Other ID:		Loc ID:	148200
Req No:		GPS ID:	148200
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	ROYAL PALM MOBILE HOME PARK
Well Type:	Irrigation	First Name:	
Well Depth:	300	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:		County:	PALM BEACH
Length:		Height Abv Ellipsoid:	0
Diameter:		Longitude:	-80.086182
Sanitary Seal:		Latitude:	26.620392
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/6/2003 0:00:00
PWS Design:	30000	Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	2781 2ND. AVE.NORTH		
City:	LAKE WORTH		
Comment:	Mobile Home Park now connected to PWS 4504393. Palm Beach County Water Utility.		

Wells and Additional Sources Detail Report

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
81	SW	0.61	3,208.78	15.28	WATER WELLS

FLUW ID:	AAN2292	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	994570
Req No:		GPS ID:	994570
Status:	ACTIVE	Resident Type:	OWNER
Well Type Code:	42	Name:	CARDENAS APARTMENTS
Well Type:	Limited Use PWS	First Name:	
Well Depth:	0	Last Name:	
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	0	Height Abv Ellipsoid:	13.5
Diameter:	2	Longitude:	-80.103689
Sanitary Seal:	Yes	Latitude:	26.612783
Agency:	DOH	Datum:	
Large PWS:		GPS Date:	2/1/2010 0:00:00
PWS Design:		Loc Method Code:	DGPS OFFSET
PWS Verify:		Loc Method:	Calculated location using DGPS
Insp F Name:	ISMAEL	Software:	Well_Solo_v2
Insp L Name:	GONZALEZ	Streetside:	No
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	3885 ALLISON CT		
City:	LAKE WORTH		
Comment:			

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
82	SW	0.62	3,269.11	17.76	WATER WELLS

FLUW ID:	AAM7987	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	985686
Req No:		GPS ID:	985686
Status:	ACTIVE	Resident Type:	OWNER
Well Type Code:	42	Name:	GORDON APARTMENTS
Well Type:	Limited Use PWS	First Name:	
Well Depth:	0	Last Name:	
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH

Length:	0	Height Abv Ellipsoid:	7.06
Diameter:	2	Longitude:	-80.103727
Sanitary Seal:	Yes	Latitude:	26.61259
Agency:	DOH	Datum:	
Large PWS:		GPS Date:	5/21/2009 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:		Loc Method:	Differentially Corrected GPS
Insp F Name:	ISMAEL	Software:	Well_Solo_v2
Insp L Name:	GONZALEZ	Streetside:	No
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	3886 ALLISON CT		
City:	PALM SPRINGS		
Comment:			

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
89	E	0.67	3,531.64	13.75	WATER WELLS

FLUW ID:	AAH1089	Property ID:	
Permit No:	4501246	Parcel ID:	
WSRP ID:		Project ID:	DEP
Other ID:		Loc ID:	148198
Req No:		GPS ID:	148198
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	ROYAL PALM MOBILE HOME PARK
Well Type:	Irrigation	First Name:	
Well Depth:	200	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:		County:	PALM BEACH
Length:		Height Abv Ellipsoid:	0
Diameter:		Longitude:	-80.085417
Sanitary Seal:		Latitude:	26.620148
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/6/2003 0:00:00
PWS Design:	30000	Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	2781 2ND. AVE.NORTH		
City:	LAKE WORTH		
Comment:	Mobile Home Park now connected to PWS 4504393. Palm Beach County Water Utility.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
103	NNW	0.75	3,948.50	16.63	WATER WELLS

FLUW ID:	AAG1089	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	652886
Req No:		GPS ID:	652886
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	AZECUSKY
Well Type:	Irrigation	First Name:	SANDY
Well Depth:		Last Name:	AZECUSKY
Potable Status:	NON-POTABLE	Phone:	(561) 968-4108
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	-20.56
Diameter:	2	Longitude:	-80.102537
Sanitary Seal:	YES	Latitude:	26.629753
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	1/24/2005 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:	ISMAEL	Software:	
Insp L Name:	GONZALEZ	Streetside:	
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	3215 REO LN		
City:	PALM SPRINGS		
Comment:	NOW CONNECTED TO CITY WATER.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
127	SSE	0.84	4,423.36	11.73	WATER WELLS

FLUW ID:	AAH8936	Property ID:	
Permit No:	4504529	Parcel ID:	
WSRP ID:		Project ID:	DEP
Other ID:		Loc ID:	156020
Req No:		GPS ID:	156020
Status:	ACTIVE	Resident Type:	
Well Type Code:	41	Name:	AMOCO OIL STATION #5213
Well Type:	Non-Community PWS	First Name:	
Well Depth:	0	Last Name:	
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:		County:	PALM BEACH
Length:		Height Abv Ellipsoid:	0
Diameter:		Longitude:	-80.090059

Sanitary Seal:		Latitude:	26.608826
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	2/6/2003 0:00:00
PWS Design:	3500	Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	4567 CONGRESS AVE		
City:	LAKE WORTH		
Comment:	DATUM 84		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
138	W	0.87	4,601.57	16.68	WATER WELLS

FLUW ID:	AAH2296	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	324868
Req No:		GPS ID:	324868
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	PAULINO CAÑIZARES
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	9.14
Diameter:	2	Longitude:	-80.110977
Sanitary Seal:	Yes	Latitude:	26.621551
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	5/21/2002 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3785 PATIO CT		
City:	LAKE WORTH		
Comment:	Connected to public utilities.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
141	WNW	0.89	4,695.16	16.16	WATER WELLS

FLUW ID:	AAH2294	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	324864
Req No:		GPS ID:	324864
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	RICARDO RODRIGUEZ
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	7.8
Diameter:	2	Longitude:	-80.110873
Sanitary Seal:	Yes	Latitude:	26.62321
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	5/21/2002 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3665 PATIO CT		
City:	LAKE WORTH		
Comment:	Connected to public utilities.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
143	WNW	0.89	4,701.47	16.28	WATER WELLS

FLUW ID:	AAH2295	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	324866
Req No:		GPS ID:	324866
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	MAURICE STILES
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	10.37
Diameter:	2	Longitude:	-80.110913
Sanitary Seal:	Yes	Latitude:	26.623146
Agency:		Datum:	WS1984

Large PWS:	NO	GPS Date:	5/21/2002 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3679 PATIO CT		
City:	LAKE WORTH		
Comment:	Connected to public utilities.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
151	NNW	0.92	4,845.95	15.63	WATER WELLS

FLUW ID:	AAE2105	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	299598
Req No:		GPS ID:	299598
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	GUSTABO PLATAS
Well Type:	Irrigation	First Name:	
Well Depth:	75	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	12.2
Diameter:	2	Longitude:	-80.103915
Sanitary Seal:	Yes	Latitude:	26.63189
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	5/11/2000 8:42:17
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3056 FORD RD		
City:	LAKE WORTH		
Comment:	On city water		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
152	NNW	0.92	4,876.71	16.56	WATER WELLS

FLUW ID:	AAE2104	Property ID:	
Permit No:		Parcel ID:	

Wells and Additional Sources Detail Report

WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	299596
Req No:		GPS ID:	299596
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	ANDY HAMBY
Well Type:	Irrigation	First Name:	
Well Depth:	75	Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	60	Height Abv Ellipsoid:	8.11
Diameter:	2	Longitude:	-80.104428
Sanitary Seal:	Yes	Latitude:	26.631719
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	5/11/2000 8:34:21
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3073 FORD RD		
City:	LAKE WORTH		
Comment:	On city water		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
156	NNW	0.94	4,939.79	15.85	WATER WELLS

FLUW ID:	AAG1061	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	330974
Req No:		GPS ID:	330974
Status:	INACTIVE	Resident Type:	
Well Type Code:	50	Name:	WILLIAM THOMPSON
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	-14.22
Diameter:	2	Longitude:	-80.10399
Sanitary Seal:	Yes	Latitude:	26.632148
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	3/24/2004 0:00:00
PWS Design:		Loc Method Code:	DGPS

PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3044 FORD RD		
City:	PALM SPRINGS		
Comment:	NOW CONNECTED TO CITY WATER.		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
161	ENE	0.94	4,960.71	15.07	WATER WELLS

FLUW ID:	AAO4583	Property ID:	
Permit No:		Parcel ID:	00434420080000230
WSRP ID:		Project ID:	WC
Other ID:		Loc ID:	1175529
Req No:		GPS ID:	1175529
Status:	ACTIVE	Resident Type:	owner
Well Type Code:	43	Name:	
Well Type:	Private	First Name:	Joann
Well Depth:		Last Name:	Fischer
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	GALVANIZED	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	
Diameter:		Longitude:	-80.08288
Sanitary Seal:		Latitude:	26.626749
Agency:	FDOH	Datum:	
Large PWS:		GPS Date:	6/14/2021 16:15:00
PWS Design:		Loc Method Code:	DPHO
PWS Verify:		Loc Method:	Digital Aerial Photos
Insp F Name:		Software:	Well_Survey123
Insp L Name:	Garcia	Streetside:	no
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	817 Helena DR		
City:	Lake Worth		
Comment:	Well head buried owners best estimate		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
164	NNW	0.95	4,998.83	15.88	WATER WELLS

FLUW ID:	AAG1063	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	330978

Wells and Additional Sources Detail Report

Req No:		GPS ID:	330978
Status:	INACTIVE	Resident Type:	
Well Type Code:	50	Name:	Citimortgage
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	-31.56
Diameter:	2	Longitude:	-80.104009
Sanitary Seal:	Yes	Latitude:	26.632324
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	3/24/2004 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	
Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3032 FORD RD		
City:	PALM SPRINGS		
Comment:	Property is still vacant		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
165	NNW	0.95	5,000.69	16.54	WATER WELLS

FLUW ID:	AAG1062	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	330976
Req No:		GPS ID:	330976
Status:	ACTIVE	Resident Type:	
Well Type Code:	50	Name:	MICHAEL GATCHELL
Well Type:	Irrigation	First Name:	
Well Depth:		Last Name:	
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	-13.48
Diameter:	2	Longitude:	-80.104444
Sanitary Seal:	Yes	Latitude:	26.632108
Agency:		Datum:	WS1984
Large PWS:	NO	GPS Date:	3/24/2004 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:		Software:	

Insp L Name:		Streetside:	
Insp CHD:			
Well Type De:			
Address:	3055 FORD RD		
City:	PALM SPRINGS		
Comment:	On city water		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
169	ENE	0.95	5,021.36	15.27	WATER WELLS

FLUW ID:	AAO4582	Property ID:	
Permit No:		Parcel ID:	00434420080000250
WSRP ID:		Project ID:	WC
Other ID:		Loc ID:	1175530
Req No:		GPS ID:	1175530
Status:	ACTIVE	Resident Type:	owner
Well Type Code:	43	Name:	
Well Type:	Private	First Name:	Maria
Well Depth:		Last Name:	Fernandez
Potable Status:	POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:		Height Abv Ellipsoid:	
Diameter:		Longitude:	-80.082928
Sanitary Seal:		Latitude:	26.627167
Agency:	FDOH	Datum:	
Large PWS:		GPS Date:	6/14/2021 16:22:00
PWS Design:		Loc Method Code:	DPHO
PWS Verify:		Loc Method:	Digital Aerial Photos
Insp F Name:		Software:	Well_Survey123
Insp L Name:	Garcia	Streetside:	no
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	825 Helena DR		
City:	Lake Worth		
Comment:	Buried well head		

Map Key	Direction	Distance (mi)	Distance (ft)	Elevation (ft)	DB
173	WSW	0.96	5,081.20	15.88	WATER WELLS

FLUW ID:	AAJ0653	Property ID:	
Permit No:		Parcel ID:	
WSRP ID:		Project ID:	SUPER
Other ID:		Loc ID:	940022
Req No:		GPS ID:	940022
Status:	ABANDONED	Resident Type:	OWNER

Wells and Additional Sources Detail Report

Well Type Code:	50	Name:	
Well Type:	Irrigation	First Name:	PATRICIA
Well Depth:	0	Last Name:	SMITH
Potable Status:	NON-POTABLE	Phone:	
Action:		Phone Ext:	
Casing Material:	PVC	County:	PALM BEACH
Length:	0	Height Abv Ellipsoid:	4.1
Diameter:	2	Longitude:	-80.112331
Sanitary Seal:	Yes	Latitude:	26.616653
Agency:	DOH	Datum:	
Large PWS:	NO	GPS Date:	8/17/2007 0:00:00
PWS Design:		Loc Method Code:	DGPS
PWS Verify:	0	Loc Method:	Differentially Corrected GPS
Insp F Name:	ISMAEL	Software:	Well_Solo_v2
Insp L Name:	GONZALEZ	Streetside:	Yes
Insp CHD:	PALM BEACH		
Well Type De:			
Address:	119 PRICE ST		
City:	LAKE WORTH		
Comment:	conn. To public		

Radon Information

This section lists any relevant radon information found for the target property.

Federal EPA Radon Zone for *PALM BEACH* County: **3**

Zone 1: Counties with predicted average indoor radon screening levels greater than 4 pCi/L
Zone 2: Counties with predicted average indoor radon screening levels from 2 to 4 pCi/L
Zone 3: Counties with predicted average indoor radon screening levels less than 2 pCi/L

Federal Area Radon Information for *PALM BEACH* County

No Measures/Homes:	141
Arithmetic Mean:	0.4
Standard Deviation:	0.4
Maximum:	2.3
% >4 pCi/L:	-
% >8 pCi/L:	-
% >12 pCi/L:	-
Notes on Data Table:	TABLE 2. Indoor radon results from the Florida population-based radon survey, by county.

Appendix

Federal Sources

FEMA National Flood Hazard Layer — **FEMA FLOOD**

The National Flood Hazard Layer (NFHL) data incorporates Flood Insurance Rate Map (FIRM) databases published by the Federal Emergency Management Agency (FEMA), and any Letters Of Map Revision (LOMRs) that have been issued against those databases since their publication date. The FIRM Database is the digital, geospatial version of the flood hazard information shown on the published paper FIRMs. The FIRM Database depicts flood risk information and supporting data used to develop the risk data. The FIRM Database is derived from Flood Insurance Studies (FISs), previously published FIRMs, flood hazard analyses performed in support of the FISs and FIRMs, and new mapping data, where available.

Indoor Radon Data — **INDOOR RADON**

Indoor radon measurements tracked by the Environmental Protection Agency(EPA) and the State Residential Radon Survey.

Public Water Systems Violations and Enforcement Data — **PWSV**

This list of drinking water violations and enforcement actions is sourced from the U.S Environmental Protection Agency's (EPA) Enforcement and Compliance History Online (ECHO) system that incorporates Public Water Systems data from EPA's Safe Drinking Water Information System (SDWIS) database, as part of the national download of Safe Drinking Water Act (SDWA) data. SDWIS contains information on public water systems from the Public Water System Supervision (PWSS) Program, including monitoring, enforcement, and violation data related to requirements established by the SWDA. Address information provided in SWDIS may correspond either with the physical location of the water system, or with a contact address.

Radon Zone Level — **RADON ZONE**

Areas showing the level of Radon Zones (level 1, 2 or 3) by county. This data is maintained by the Environmental Protection Agency (EPA).

Safe Drinking Water Information System (SDWIS) — **SDWIS**

This national download of Safe Drinking Water Act (SDWA) data is sourced from the U.S Environmental Protection Agency's (EPA) Enforcement and Compliance History Online (ECHO) system that incorporates Public Water Systems data from EPA's Safe Drinking Water Information System (SDWIS) database. SDWIS contains information on public water systems from the Public Water System Supervision (PWSS) Program related to requirements established by the Safe Drinking Water Act (SDWA). Address information provided in SWDIS may correspond either with the physical location of the water system, or with a contact address.

Soil Survey Geographic database — **SSURGO**

The Soil Survey Geographic database (SSURGO) contains information about soil as collected by the National Cooperative Soil Survey at the Natural Resources Conservation Service (NRCS). Soil maps outline areas called map units. The map units are linked to soil properties in a database. Each map unit may contain one to three major components and some minor components.

U.S. Fish & Wildlife Service Wetland Data — **US WETLAND**

The U.S. Fish & Wildlife Service Wetland layer represents the approximate location and type of wetlands and deepwater habitats in the United States.

USGS Current Topo — **US TOPO**

US Topo topographic maps are produced by the National Geospatial Program of the U.S. Geological Survey (USGS). The project was launched in late 2009, and the term "US Topo" refers specifically to quadrangle topographic maps published in 2009 and later.

USGS Geology — **US GEOLOGY**

Seamless maps depicting geological information provided by the United States Geological Survey (USGS).

USGS National Water Information System — **FED USGS**

The U.S. Geological Survey's (USGS) National Water Information System (NWIS) is the nation's principal repository of water resources data. The data includes comprehensive information of well-construction details, time-series data for gage height, streamflow, groundwater level, and precipitation and water use data. This NWIS database information is obtained through the Water Quality Data Portal (WQP). The WQP

is a cooperative service sponsored by the USGS, the Environmental Protection Agency (EPA), and the National Water Quality Monitoring Council (NWQMC).

State Sources

Florida Subsidence Incident Reports — **SINKHOLES**

A list of Florida Subsidence Incidents made available by the Florida Department of Environmental Protection (DEP) and maintained by the Florida Geological Survey. Sinkholes are closed depressions in areas underlain by soluble rock such as limestone, dolostone, and in some states gypsum and salt. Other subterranean events can cause holes, depressions, or subsidence of the land surface that may mimic sinkhole activity. Commonly, a reported depression is not verified by a licensed professional geologist to be a true sinkhole, and the cause of subsidence is not known. Such an event is called a subsidence incident.

Oil and Gas Wells — **OGW**

The Oil and Gas Program is the permitting authority within the Florida Department of Environmental Protection's Mining and Minerals Regulation Program. Companies interested in exploration or production of hydrocarbons in Florida are regulated by the Oil and Gas Program. This data is made available by Florida Department of Environmental Protection's Oil and Gas program.

Public Water Supply Wells — **PWSW**

The Public Water Supply Wells (PWSW) data consist of public water supply facilities and their wells in Florida, excluding Federally owned facilities. This data is made available by Florida Department of Environmental Protection, Water Compliance Assurance Program.

Underground Injection Control Wells — **UIC**

Class I Underground Injection Control (UIC) wells that are currently or were previously active, as well as proposed sites, regulated by the Florida Department of Environmental Protection (FDEP). Class I UIC wells are used to inject nonhazardous waste, hazardous waste (new hazardous waste wells were banned in 1983), or municipal waste below the lowermost underground source of drinking water.

Water Use Permits Sites - South Florida Water Management District — **WELLS**

List of Water Use Permitting Facilities consisting of wells, pumps and culverts, made available by the South Florida Water Management District. The facilities represent a subset of all wells, pumps and culverts associated with Water Use Permits. A Water Use Permit is required for all water uses except single family and duplex use and fire fighting.

Water Well Completions - Northwest Florida Water Management District — **WATER WELLS**

A list of existing well permits provided by the Northwest Florida Water Management District, representing records for wells permitted for construction/repair/abandonment beginning in the year 1976; does not typically contain data on wells constructed prior to 1976. The data provided may therefore only represent a fraction of existing wells. The data are provided by water well contractors on completion reports and, in most cases, has not been verified by District staff.

Water Well Completions - St. Johns River Water Management District — **WATER WELLS**

A list of wells in the Water Well Completion Report database made available by the St. Johns River Water Management District (SJRWMD). The SJRWMD advises that data reported in the Water Well Completion Report are obtained from multiple sources, including SJRWMD, delegated counties, and other regulatory agencies; that they cannot assure that contributors have used consistent measurement techniques or adhered to approved quality control standards; and that, although the SJRWMD has made reasonable attempts to assure the quality of the data contained herein, in most cases, the information is reported as received.

Water Well Completions - Suwanee River Water Management District — **WELLS**

A list of wells in the Water Well Completion Report database made available by the Suwanee River Water Management District department (SRWMD). The SRWMD advises that data reported in the Water Well Completion Report are obtained from multiple sources, including SRWMD, delegated counties, and other regulatory agencies; that they cannot assure that contributors have used consistent measurement techniques or adhered to approved quality control standards; and that, although the SRWMD has made reasonable attempts to assure the quality of the data contained herein, in most cases, the information is reported as received.

Water Well Construction Permits — **WELL CONST PERM**

Appendix

A list of water well construction permits issued by the St. Johns River Water Management District (SJRWMD).

Water Well Construction Permits - Southwest Florida Water Management District **WATER WELLS**

Locations of well construction sites permitted within the District, including historical sites. A Well Construction Permit is required prior to installation of a water well within the District. The permits ensure that wells are constructed by qualified contractors and meet rigid safety and durability standards.

Water Wells - Suwanee River Water Management District **WATER WELLS**

A list of water wells made available by the Suwanee River Water Management District department (SRWMD). The SRWMD advises that data are obtained from multiple sources including SRWMD, delegated counties, and other regulatory agencies; that they cannot assure that contributors have used consistent measurement techniques or adhered to approved quality control standards; and that, although the SRWMD has made reasonable attempts to assure the quality of the data contained herein, in most cases, the information is reported as received.

Well Surveillance Program Water Wells **WATER WELLS**

A list of privately and publicly owned potable wells from the Florida Department of Health's (DOH) Well Surveillance Program.

Liability Notice

Reliance on information in Report: The Physical Setting Report (PSR) DOES NOT replace a full Phase I Environmental Site Assessment but is solely intended to be used as a review of environmental databases and physical characteristics for the site or adjacent properties.

License for use of information in Report: No page of this report can be used without this cover page, this notice and the project property identifier. The information in Report(s) may not be modified or re-sold.

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APPENDIX D: QUALIFICATIONS & INSURANCE

PARTNER

Melanie Furman
Staff Assessor

Education

Bachelor of Science in Biological Sciences, Florida Atlantic University
Environmental Certificate, Florida Atlantic University

Registrations

Florida AHERA Certified Asbestos Inspector
Florida Department of Health Certified Radon Measurement Technician
National Radon Safety Board Certified Radon Technician

Training

24-hour asbestos inspection course
HAZWOPER
Radon
Groundwater sampling

Highlights

Phase 1 Environmental Site Assessments
Environmental Desktop Reports
Transaction Screen Assessments
Conducting site reconnaissance
Field sampling activities
Radon Technician

Experience Summary

Ms. Furman currently serves the role of Project Assessor at Partner Engineering and Science, Inc. (Partner). Her responsibilities include performing Phase I Environmental Site Assessments (ESAs), Transaction Screen Reports (TSAs), radon testing, asbestos sampling, field oversight on several district projects, and project research/support.

Projects have included residential, retail, vacant, industrial, assisted living facilities, childcare facilities, warehouse distribution centers, and commercial properties. Her daily duties include communicating with clients to arrange site access and timely delivery of Phase I ESA reports, Transaction Screen Reports and radon reports. Ms. Furman has handled a range of clients including lenders and business owners.

Project Experience

Sigma Project in Medley, Florida - Experience included assisting with the site visit for Sigma, taking photographs of the site, and notetaking, and contributing to the drafted Phase 1 site assessment report alongside of Steve Snyder.

Colonial Village Motel in Lake Worth, Florida - Experience included assisting in contributing to the drafted Phase 1 assessment report alongside of Alyson Nunziato & Steve Snyder.

Bel-Air Groves project in Fort Pierce, Florida - Experience included assisting with field notes, and drafting a Phase 1 assessment report alongside of Steve Snyder.

27th Street Workspaces in Pompano Beach, Florida - Experience included assisting with site visit, and taking notes for the report, as well as drafting the phase 1 report alongside of Steve Snyder.

Conducting tower site visits in Lake Placid, Okeechobee, and La Belle, Florida - Experience putting photo logs together for each included American Tower Company site visit.

Vita Nova, Inc. in West Palm Beach, FL - Experience included conducting the ESA Phase 1 assessment and writing up the ESA as a PA2 alongside of Steve Snyder.

Boffi DePadova Located at 80 Northeast 40th Street in Miami, Florida - Experience included conducting the ESA Phase 1 assessment and writing up the ESA report.

Vacant commercial space located at 11251 20th Street in Sweetwater, Florida - Experience included conducting the TSA assessment and writing up the TSA report.

Amazon Distribution Center in Jupiter, Florida - Experience included completing the site visit, putting figures together, as well as a photo log and sections of the report as a PA alongside of Trenton Weiss.

75 Little River Studios - Experience included assisting with the drafting of the report and creating figures of the site alongside of Charlotte Thomas.

3301 Quantum Boulevard in Boynton Beach, Florida - Experience included conducting the ESA assessment and writing up the ESA report.

Vacant land proposed for Gallery at FATVillage - Experience included conducting the ESA assessment and writing up the ESA report alongside of Alyson Nunziato.

1220 North 5th Street located in Nashville, Tennessee - Experience included writing up the DR report.

800 West Yamato Road in Boca Raton, Florida - Experience included conducting the ESA assessment and writing up the ESA report.

Solitair Brickell located in Miami, Florida - Experience included conducting the ESA assessment of the 50-floor residential site with amenities and write up the ESA report.

Solano at Miramar in Miramar, Florida - Experience included conducting the ESA assessment of 27 residential buildings, and clubhouse as well as radon testing and the writeup up the ESA report.

Parkside Apartments in Pompano Beach, Florida - Experience included an ESA assessment of three parcels consisting of residential use as well as the writeup of the report.

Palms Edge Assisted Living in Palm Beach Gardens, Florida - Experience included the environmental assessment and writeup of the report for an assisted living facility.

Luzano Apartments in Pompano Beach, Florida - Experience included long-term radon testing.

Pilot Travel Center in Okeechobee, Florida - Experience included the environmental assessment and report of a writeup of vacant land that is being redeveloped.

Lakewood Organic in Miami, Florida - Experience included the environmental assessment and report of a writeup of a 16-parcel industrial property that manufactures organic juice products and has ongoing remediation for former plating use of the property.

3351 North Federal Highway in Delray Beach, Florida - Experience included the environmental assessment and report of a writeup of two buildings used for commercial use.

Alysha & Company LLC - Experience included the review of historical resources, and writeup of RSRA report.

Universal Atlantic Systems - Experience included the review of historical resources, and writeup of HRDR report.

1210 Brickell Parking Garage in Miami, Florida - Experience included conducting the ESA assessment of a parking garage and writing up the ESA report.

4811 Hollywood Boulevard in Hollywood, Florida - Experience included conducting the TSA assessment and writing up the TSA report.

11251 Northwest 20th Street Suite 108 - Experience included conducting the TSA assessment and writing up the TSA report.

Early Learning Center in Hollywood, Florida - Experience included conducting the ESA assessment of a childcare facility and writing up the ESA report alongside of Laura Dickson.

Retail Building in Palm Beach Gardens, Florida - Experience included conducting the ESA assessment of a Costco gasoline station and writing up the ESA report alongside of Iga Pikul.

4645 and 4657 Southern Boulevard in West Palm Beach, Florida - Experience included the writeup of the ESA assessment of the commercial spaces located on the property alongside of Steve Snyder.

North County Compound in Port Saint Lucie, Florida - Experience included quarterly groundwater sampling.

South County Compound in Fort Pierce, Florida - Experience included quarterly groundwater sampling.

PBSO Aviation in West Palm Beach, Florida - Experience included quarterly groundwater sampling.

Treasure Coast New in Port Saint Lucie, Florida - Experience included conducting the ESA assessment of the former newspaper printing facility and writing up the ESA report.

Shop Delray in Delray Beach, Florida - Experience included conducting the ESA assessment of the shopping center plaza and writing up the ESA report.

Walgreens Distribution Center in Jupiter, Florida - Experience included conducting the ESA assessment of the distribution center and writing up the ESA report.

Vacant Land D22220 in Fort Pierce, Florida - Experience included conducting the ESA assessment of the vacant property and writing up the ESA report.

Sea Lofts at Boynton in Boynton Beach, Florida - Experience included conducting the ESA assessment and radon testing on the residential property and writing up the ESA report.

South Florida Water Management District - Experience included oversight of landform leveling on the C23-24 property on NR-12 to NR-14, taking field notes, and photographs.

South Florida Water Management District - Experience included oversight of landform leveling on the C23-24 property on NR-23 to NR-28, taking field notes, photographs, XRF training, and XRF soil sampling in the field.

1665 & 1667 West 31st Place in Hialeah, Florida - Experience included conducting the ESA assessment of the auto body/industrial property and writing up the ESA report.

W South Beach in Miami Beach, Florida - Experience included conducting the ESA assessment of the hotel property and writing up the ESA report.

Circa39 in Miami, Florida - Experience included conducting the ESA assessment of the hotel property and writing up the ESA report alongside of Marissa Dehrobl.

4800 Riverside Drive in Palm Beach Gardens, Florida - Experience included conducting the radon assessment in an office building and writing up the radon report.

Extra Space Storage in Fort Lauderdale, Florida - Experience included conducting the ESA assessment of the storage property and writing up the ESA report.

Grand Villa in Delray Beach, Florida - Experience included an ESA assessment of an assisting living facility consisting of residential use as well as the writeup of the report.

Skorplex in Deerfield Beach, Florida - Experience included conducting the ESA assessment of the sport and fitness facility and writing up the ESA report.

Distinctions

Intern with Broward County Environmental Permitting Division in Plantation, Florida - Experience included filling in spreadsheets with information pertaining to past and/or ongoing environmental projects within the Broward County's environmental division, as well as entry level field work with mentors to gain experience about native and invasive species of plants and animals in Florida.

Contact

mfurman@partneresi.com

PARTNER

Charlotte Thomas
Project Manager

Education

B.S., Biology – Florida State University, Tallahassee Florida

Registrations

FDOH Licensed Radon Measurement Technician
AHERA Accredited Asbestos Inspector

Highlights

Phase I Environmental Site Assessments (ESA)
Transaction Screen Assessments (TSA)
Conservation Assessments / Baseline Documentation Reports
Soil & Groundwater Sampling, Monitoring, and Remediation
Asbestos Inspections
Radon Measurement
HUD, FANNIE, and FREDDIE Agency Work
NEPA Review

Experience Summary

Ms. Charlotte Thomas has been with Partner since July of 2019 and works on everything from Environmental Due Diligence (ESA) to Industrial Hygiene (IH). Charlotte has mainly focused on assessments as they pertain to commercial real estate transactions, specializing in industrial portfolio work, city and industrial redevelopment projects, commercial automotive facilities, retail centers, and high-profile multi-family residential developments. Her work also includes additional sampling and assessment related to regulatory and governmental program requirements (e.g. HUD, FREDDIE, FANNIE), including NEPA report preparation.

Charlotte has extensive experience with historical research, regulatory file review, and technical writing, and is familiar with the specific State of Florida regulatory requirements and sampling protocol. She is frequently responsible for overseeing and completing projects which require extensive regulatory review of former and current Superfund Sites, Federal and State Brownfield Areas, and areas involving wide-spread groundwater contamination plumes with ongoing remedial efforts. She is proficient in taking a project from the proposal stage through to completion, including report production and oversight of multiple scopes of work to cater to the client's needs or agency requirements.

Charlotte is also involved in municipal contract work in her local South Florida region, including work for the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD Palm Beach County School District, and Palm Beach County Sheriff's Office. Her work with the FDEP and SFWMD include assessment of areas proposed for conservation, including work under the Florida Forever project and Everglades Restoration project.

Project Experience

Urban Redevelopment Areas
Palm Beach County – Hyatt Place by Hilton, One City Plaza, 320 Lakeview Avenue, Palm Beach Breakers
Broward County – FATS District, NOVO Las Olas, Optima Tower Complex, Diplomat Beach Resort
Miami-Dade County – 2 & 3 Miami Central, Miami Station, The River District, ParkLine Residences, Wynwood 25 Residences, 545 Wyn Residences, No. 17 Residences, 1900 Biscayne Block, E11even Residences, UNA Residences, Panorama Tower, Metro Edgewater, W South Beach, Ritz-Carlton Key Biscayne, Design District

Industrial Development Areas
Polk County – Logistics Hub at County Line
Saint Lucie County – UNFI Warehouse Portfolio
Palm Beach County – Boynton Logistics Center, Mangonia Park Hub
Broward County – Coral Springs Logistics Center, Quiet Waters Business Park, Pompano Distribution Center
Miami-Dade County – Dolphin Commerce Center, Miramar Commerce Center, LINK Logistics Portfolios, Park at County Line, Palmetto Megacenter, America's Gateway Park

Florida Forever Conservation Projects
Full environmental and baseline wetlands assessment of native land proposed for conservation, including extensive mapping and photographic documentation of current site conditions.

- *4Ls Ranch, Arcadia (2023)* – 1,500 acres
- *Padgett Creek, Okeechobee (2024)* – 646 acres
- *Quail Creek Farms, Ona (2024)* – 2,650 acres

Individual Project Highlights

Northlake Napleton Car Dealerships: Palm Beach Gardens, Florida (2019) – Multiple vehicle dealership locations with extensive regulatory history, leaking storage tank cases, and active onsite remediation.

Fleishman Cold Storage & Southeastern Cold Storage: Miami, Florida (2020) – Industrial storage facilities utilizing anhydrous nitrogen; historic petroleum storage tanks with multiple release cases.

Former Dixie Automotive: Pompano Beach, Florida (2021) – Junkyard with historic lakefill, buried automotive parts, storage tanks, and arsenic contamination in groundwater; Partner assisted with implementing institutional and engineering controls for residential redevelopment.

Murgado Automotive: Miami, Florida (2022) – Multiple vehicle dealerships developed since the 1940's, extensive onsite remedial efforts, former and active onsite storage tanks and inground lift systems.

Roosevelt Full-Service Center & Riviera Beach Prep Academy: West Palm Beach, Florida (2022 & 2023) – School facilities which include a technical training center and bus depot and maintenance facility, historic use of underground storage tanks and natural attenuation monitoring.

Bridgepoint Cold Logistics: Hialeah, Florida (2023) – Former construction and demolition debris landfill redeveloped with cold storage facility, ongoing remedial efforts, integrated methane monitoring system.

MIA Collision Center (2024) – Former automotive service center with onsite septic, soakage pits, and underground hydraulic lifts; Partner assisting owner in returning facility to regulatory compliance.

Contact: CThomas@PartnerESI.com

PARTASS-01 ASHUNN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/20/2024

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 License # 0M63276 Gallant Risk and Insurance Services, LLC 4160 Temescal Canyon Rd. Suite 214 Corona, CA 92883	CONTACT NAME: PHONE (A/C, No, Ext): (951) 368-0700 FAX (A/C, No): (951) 368-0707 E-MAIL ADDRESS:
INSURED Partner Assessment Corporation dba Partner Engineering & Science, Inc. 2154 Torrance Blvd., #200 Torrance, CA 90501	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Axis Surplus Insurance Company — 26620 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Allied World Assurance Company (U.S.) Inc — 19489 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $25,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			SP004650042024	9/27/2024	9/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			8100X771722	9/27/2024	9/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			03098032	9/27/2024	9/27/2025	EACH OCCURRENCE AGGREGATE Follow Form	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB0X817777	9/27/2024	9/27/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional E&O			SP004650042024	9/27/2024	9/27/2025	Each Claim/Aggregate	1,000,000
A	Pollution Liability			SP004650042024	9/27/2024	9/27/2025	Each Occ./Aggregate	1,000,000

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

Proof Of Coverage

CERTIFICATE HOLDER

Partner Assessment Corporation dba Partner Engineering & Science, Inc.
2154 Torrance Blvd., #200
Torrance, CA 90501

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

Annie Shunn

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From: Nanciann M. Cuenot <ncuenot@vpsfl.org>
Sent: Wednesday, November 6, 2024 3:22 PM
To: Kimberly K. Glas-Castro <kglascastro@vpsfl.org>
Subject: 3401 2nd Avenue North - Total Lien Amount

There are two liens on the property as follows:

Case 2022-45
$100/day/violation
Section 10-8 Exterior Property
Section 10-9 Exterior Structure
Fines Accrued at $200 per day for 682 days (1-3-2023 - 11-14-2024) for a total fine of $136,400.00

Case 2023-28
$100/day/violation
Section 10-31 (FBC 105.1) Failure to obtain permits
Section 10-31 (FBC 110.1) Failure to obtain required Inspections
Section 30-143 Nuisance trash & debris
Fines accrued at $300 per day for 42 days (8-1-2023 - 9-11-2023) for a total fine of $12,600.00

Grand total amount of two Liens $149,000.00

Nanciann Cuenot, CEP
Code Enforcement Officer
226 Cypress Lane | Palm Springs, Florida 33461
Phone: 561.584.8300 Ext. 8524
Email: ncuenot@vpsfl.org

Village of Palm Springs
Police Department
226 Cypress Lane Palm Springs, Florida 33461-1699

MEMORANDUM

To: **Kim Glas Castro**

From: **Nanciann Cuenot**

Date: **September 19, 2024**

Re: **3401 2nd Avenue N – Existing violations**

Code Officer inspected the property on September 18, 2024 and found the following violation present at the property:

SHORT TERM TO COMPLY

- Case 2023-28 – Section 30-143 Public Nuisance – Wild overgrowth, trash & debris REPEAT VIOLATION
- CIT 2022-2765 – graffiti - REPEAT VIOLATION
- Case 2022-45 – Section 10-8 All exterior areas and structures maintained structurally sound, clean safe and sanitary condition.
  - Remove chain-link fence with barbed wire
  - Remove abandoned sign
  - replace all dead bushes, vegetation, grass.
  - Areas around building – clean, grade (open trenches) and sod.
- Case 2022-45 – Section 10-9 Exterior of Structure or building - shall be maintained in good repair, structurally sound and sanitary
  - Exterior painting which includes all wood and metal surfaces including window frames and doors.
  - Walls free from cracks and holes, rotting materials, weatherproof.
  - Windows, doors and hardware broken, rotted or missing and need to be replaced.
  - Remove abandoned metal cabinets on Front and RSF elevations.

LONG TERM TO COMPLY

- Case 2023-28 – Section 10-31 (FBC105.1 & FBC 110.1) Work without permits & inspections – interior and electrical. REPEAT VIOLATION
- Case 2022-45 Section 10-8 – Parking lot and parking spaces shall be kept in proper state of repair.
- Connect to water and sewer, replace backflow
- Landscape plan required including buffers



9/18/2024 11:52:53 AM

Paint exterior of Building



9/18/2024 11:55:46 AM



9/18/2024 11:54:45 AM

Front Elevation - Broken Windows - Graffiti - in multiple locations - repeat violation



9/18/2024 11:54:34 AM



9/18/2024 11:58:35 AM

Front + Rear Parking lot



9/18/2024 11:52:53 AM



9/18/2024 11:57:38 AM

Front & Side Elevation - abandoned damaged signs



9/18/2024 11:54:02 AM



9/18/2024 11:56:18 AM

Replace rotted Doors

Remove abandoned damaged sign



9/18/2024 11:55:10 AM



9/18/2024 11:56:56 AM

Work without permits - now a repeat



9/18/2024 12:02:10 PM



9/18/2024 12:02:21 PM

Left Side Facing - Broken windows + overgrowth



overgrowth

9/18/2024 11:55:23 AM



Rear Elevation

9/18/2024 11:58:58 AM

Remove chainlink fence with Barbed wire

Broken Windows LSF Elevation



9/18/2024 12:01:39 PM



9/18/2024 11:53:36 AM

Connect to sewer + water - missing Backflow



9/18/2024 11:57:23 AM



9/18/2024 11:59:48 AM

Trash + Debris front + rear



9/18/2024 11:52:44 AM

2nd Ave North Property - Renovation Estimate

		BUDGET
SITE WORK		
	Landscape	25,000.00
	Irrigation	7,500.00
	Site Sign	5,000.00
	Site Lighting	20,000.00
	Resurface parking lot	30,000.00
EXTERIOR BUILDING RENOVATION		
	Remove and replace facia	5,000.00
	Paint	10,000.00
	Soffitt repairs	5,000.00
	ADA Ramp	5,000.00
	Windows / Doors	50,000.00
	Misc. structural	20,000.00
INTERIOR BUILDING RENOVATION		
	Demolition	5,000.00
	Drywall / framing	10,000.00
	Electrical	20,000.00
	Plumbing	15,000.00
	HVAC	20,000.00
	Data / Security	12,000.00
	Paint	7,500.00
	Finishes	15,000.00
	Furnishings	20,000.00
	CONSTRUCTION SUBTOTAL	307,000.00
PERMIT FEES (3%) / ARCHITECTURAL (5%)		24,560.00
	TOTAL	$ 331,560.00
	Total w/ Contingency	**$400,000**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: **1577553**	**Revision Number:** **None**	**Issuing Office File Number:** **24-2417**	**Issuing Agent:** **3394501**
Property Address: **3401 North 2nd Avenue Palm Springs, FL 33461**	**Loan ID Number:** **NA**	**Issuing Office's ALTA Registry ID:** **None**	**Issuing Office:** **Tracey Law, P.A.**

SCHEDULE A

1. Commitment Date: **September 20, 2024 at 11:00 PM**

2. Policy to be issued: Proposed Amount of Insurance:
   a. OWNER'S: **2021 ALTA® Owner's Policy with Florida Modifications** **$1,900,000.00**
      Proposed Insured: **Village of Palm Springs Community Redevelopment Agency**
      The estate or interest to be insured**:** **Fee Simple**
   b. MORTGAGEE:
      Proposed Insured:
      The estate or interest to be insured**:**
   c. MORTGAGEE:
      Proposed Insured**:**
      The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* **FEE SIMPLE**

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* **Advanced Global Consulting Firm, LLC, a Florida limited liability company** and, as disclosed in the Public Records, has been since *(Date)* **8/22/2017**

5. The Land is described as follows**:** **See Exhibit A**

Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

AUTHORIZED SIGNATORY
Tracey Law, P.A.
3394501

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: **24-2417**

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
    A. Warranty Deed from Advanced Global Consulting Firm, LLC, a Florida limited liability company, to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Record satisfaction of the Mortgage and Security Agreement from Advanced Global Consulting Firm, LLC, a Florida limited liability company to Michael S. Pomerantz, Barbara Newman, and Nuview IRA Inc FBO Raymond J.Rotella IRA 1613514 recorded in O.R. Book 29308, Page 884, Public Records of Palm Beach County, Florida.
7. Release or reassignment of the Collateral Assignment of Rents and Leases recorded August 22, 2017, in O.R. Book 29308, Page 895, Public Records of Palm Beach County, Florida.
8. Record satisfaction or release of that certain Order Finding Violation and Lien duly recorded April 4, 2023, in O.R. Book 34217, Page 598, Public Records of Palm Beach County, Florida.
9. Recordation of evidence that the violation recorded at O.R. Book 34217, Page 598, Public Records of Palm Beach, Florida has been brought to compliance.
10. Satisfactory evidence must be furnished establishing that Advanced Global Consulting Firm, LLC, a Florida limited liability company, and Village of Palm Springs Community Redevelopment Agency, are duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
11. Confirm the authority of the individual designated to bind Advanced Global Consulting Firm, LLC, a Florida limited liability company, by the laws of its jurisdiction of formation, and where the authority is not confirmed by public records, record appropriate evidence of authority.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: 24-2417

12. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy.

13. The Company has no liability under this commitment for the issuance of a mortgagee policy until an endorsement is issued stating the name of the proposed insured mortgagee. The Company reserves the right to make additional requirements, including but not limited to, review of additional documentation regarding the proposed insured mortgagee.

14. FOR INFORMATIONAL PURPOSES ONLY: 2023 taxes were paid under receipt number B24.533926, on March 26, 2024, Parcel/Account ID# 70-43-44-19-20-058-0110, the gross amount being $12,760.61.

15. FOR INFORMATION PURPOSES ONLY, An alert warning has appeared in ATIDS for the property and/or name search as follows: MS 99999/164 - Chancery Case No. 407 re the Lake Worth Drainage District. This alert warning has been reviewed by the Branch Examiner prior to release of the commitment and is not required to be reviewed or cleared if appearing in your update.

16. FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: O.R. Book 29308, Page 881.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: **24-2417**

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. a. General or special taxes and assessments required to be paid in the year **2024** and subsequent years.
   b. Rights or claims of parties in possession not recorded in the Public Records.
   c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
   d. Easements or claims of easements not recorded in the Public Records.
   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

5. Rights of the lessees under unrecorded leases.

6. All matters contained on the Plat of Subdivision of Section 19 T. 44S R. 43 E, as recorded in Plat Book 6, Page 66, Public Records of Palm Beach County, Florida.

7. Restrictive Covenant recorded August 22, 2017, in O.R. Book 29308, Page 875, together with all amendments, Public Records of Palm Beach County, Florida.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: 24-2417

8. Riparian and littoral rights are not insured.

9. Drainage Easement contained in instrument recorded in Deed Book 841, Page 361, Public Records of Palm Beach County, Florida.

10. Easement Agreement in favor of the City of Lake Worth recorded in O.R. Book 3360, Page 303, Public Records of Palm Beach County, Florida.

11. Unity of Title recorded in O.R. Book 3268, Page 438, Public Records of Palm Beach County, Florida.

12. Liability for possible continuing violation according to the Order Finding Violation and Lien recorded in O.R. Book 34217, Page 598, Public Records of Palm Beach County, Florida.

13. FOR INFORMATIONAL PURPOSES ONLY: Commitment exception #3 is hereby deleted in its entirety.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Exhibit A

Commitment Number:	**Issuing Office File Number:**
1577553	24-2417

Beginning at the Southeast corner of Tract 58, Subdivision of Section 19, Township 44 South, Range 43 East, Palm Beach County, Florida, according to the according to the Plat thereof as recorded in Plat Book 6, Page 66, Public Records of Palm Beach County, Florida; thence Northerly along the East line of said Tract 58, a distance of 229.36 feet; thence Westerly along the line parallel with the North line of said Tract 58, a distance of 168.11 feet; thence Southerly parallel with the West line of said Tract 58, a distance of 208.18 feet; thence Westerly parallel with the North line of said Tract 58, a distance of 115.0 feet to the Easterly right-of-way line of Davis Road; thence Southerly along said right-of-way line, a distance of 174.43 feet to the intersection with the Northeasterly right-of-way line of 2nd Avenue North; thence along said right-of-way, a distance of 320.94 feet to the Point of Beginning.

PROPERTY ADDRESS:

3401 2ND AVNEUE, PALM SPRINGS, FLORIDA 33461

CERTIFIED TO: ADVANCED GLOBAL CONSULTING FIRM, LLC, A FLORIDA LIMITED LIABILITY COMPANY

ABBREVIATIONS / SYMBOLS:

A/C	= AIR CONDITIONING UNIT
ADJ	= ADJACENT
BCR	= BROWARD COUNTY RECORDS
BM	= BENCHMARK
CALC	= CALCULATED
CA	= CENTRAL ANGLE
C/L	= CENTERLINE
CB	= CATCH BASIN
CBS	= CONCRETE BLOCK WALL
CHATT	= CHATTAHOOCHEE
CONC	= CONCRETE
CM	= CONCRETE MONUMENT
COL	= COLUMN
D	= DEED
DE	= DRAINAGE EASEMENT
DS	= DRAINAGE STRUCTURE
ELEV.	= ELEVATION
EOW	= EDGE OF WATER
FD	= FOUND
FF	= FINISHED FLOOR
ID	= IDENTIFICATION
INV	= INVERT
IP	= IRON PIPE
IR	= IRON ROD
L	= LENGTH
LAE	= LIMITED ACCESS EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
LP	= LIGHT POLE
M	= MEASURED
N/D	= NAIL AND DISC
N/G	= NATURAL GROUND
NR	= NON RADIAL
NTS	= NOT TO SCALE
OHC	=OVERHEAD CABLES
ORB	= OFFICIAL RECORD BOOK
P	= PLAT
PB	= PLAT BOOK
PBCR	= PALM BEACH COUNTY RECORDS
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PCP	= PERMANENT CONTROL POINT
PG	= PAGE
PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PRC	= POINT OF REVERSE CURVATURE
PRM	= PERMANENT REFERENCE MONUMENT
PT	= POINT OF TANGENCY
R	= RADIUS
RGE	= RANGE
ROE	= ROOF OVERHANG EASEMENT
R/W	= RIGHT OF WAY
SEC	= SECTION
S/W	= SIDEWALK
TOB	= TOP OF BANK
TYP	= TYPICAL
UE	= UTILITY EASEMENT
WF	= WOOD FENCE
WPP	= WOOD POWER POLE (UTILITY POLE)

OVERHEAD CABLES

METAL FENCE

METAL FENCE

WOOD FENCE

PLASTIC FENCE

EASEMENT LINES

CENTERLINE (C/L)

FIRE HYDRANT

WATER VALVE

UTILITY POLE

WATER METER

LEGAL DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT 58, SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE RECORDED IN PLAT BOOK 6, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE NORTHERLY ALONG THE EAST LINE OF SAID TRACT 58, A DISTANCE OF 229.36 FEET; THENCE WESTERLY ALONG THE LINE PARALLEL WITH THE NORTH LINE OF SAID TRACT 58, A DISTANCE OF 168.11 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID TRACT 58, A DISTANCE OF 208.18 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID TRACT 58, A DISTANCE OF 115.0 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF DAVIS ROAD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.43 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF 2ND AVENUE NORTH; THENCE ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 320.94 FEET TO THE POINT OF BEGINNING.

REVIEW OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE SEARCH REPORT DATED: JUNE 28, 2019; FUND FILE NUMBER: 754635

RESTRICTIONS/EASEMENTS:

ITEM 1- NOT PLOTTABLE

ITEM 2- PLOTTED

ITEM 3- NOT PLOTTABLE

ITEM 4- NOT PLOTTABLE

ITEM 5- 5' DRAINAGE EASEMENT ALONG EAST PROPERTY LINE

ITEM 6- 5' UTILITY EASEMENT ALONG THE NORTH 5' OF THE WEST 115.08' FEET

ITEM 7- NOT PLOTTABLE

ITEM 8- WOOD DECK ENCROAHES 2.0' INTO WEST PROPERTY LINE

ITEM 9-NOT PLOTTABLE

GENERAL NOTES:

- THIS SURVEY IS BASED UPON RECORDED INFORMATION AS PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE.
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED.
- ELEVATION ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM 1929 (N.G.V.D. 1929) UNLESS OTHERWISE NOTED.
- IN SOME CASES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED FOR CLEARER ILLUSTRATION. MEASURED RELATIONSHIP SHALL HAVE PRECEDENCE OVER SCALE POSITIONS.
- ALL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 (FT)
- **"ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES." (CHAPTER 61G17-6.003 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES)**

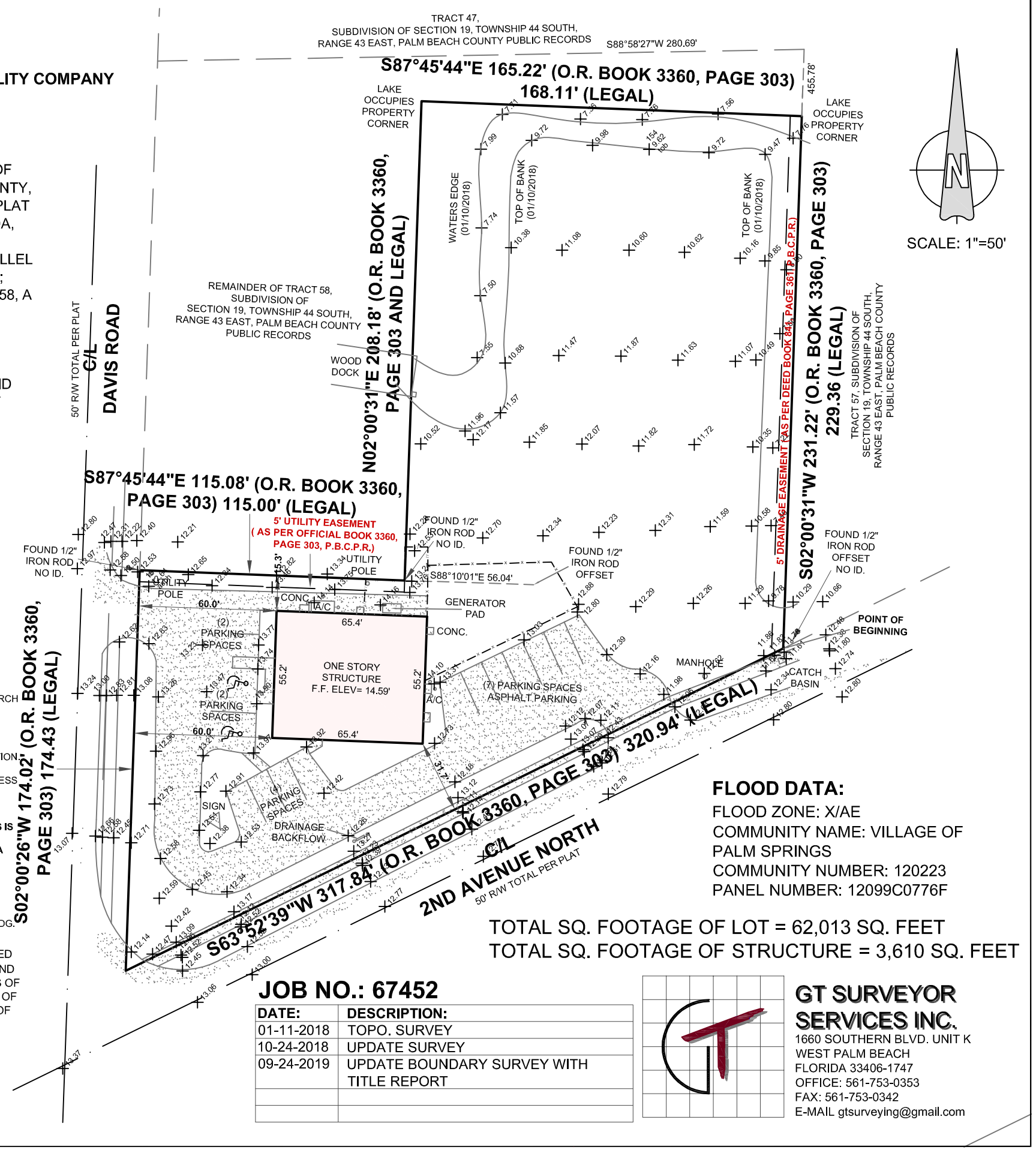
** "5J-17.052 STANDARDS OF PRACTICE: SPECIFIC SURVEY, MAP, AND REPORT REQUIREMENTS.
(b) BOUNDARY MONUMENTS:
f. **WHEN A CORNER FALLS IN A HARD SURFACE SUCH AS ASPHALT OR CONCRETE, ALTERNATE MONUMENTATION MAY BE USED THAT IS DURABLE AND IDENTIFIABLE** ." (EXAMPLES: FENCE POST, BLDG. CORNERS, ETC.)

I HEREBY CERTIFY THAT THIS **MAP OF BOUNDARY SURVEY** WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. FURTHERMORE THIS SURVEY SKETCH MEETS THE INTENT OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

GINO FURLANO PROFESSIONAL SURVEYOR AND MAPPER NO. 5044 STATE OF FLORIDA

SIGNED:

GINO FURLANO SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5044
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR/MAPPER NAMED ABOVE.



FLOOD DATA:

FLOOD ZONE: X/AE
COMMUNITY NAME: VILLAGE OF PALM SPRINGS
COMMUNITY NUMBER: 120223
PANEL NUMBER: 12099C0776F

TOTAL SQ. FOOTAGE OF LOT = 62,013 SQ. FEET
TOTAL SQ. FOOTAGE OF STRUCTURE = 3,610 SQ. FEET

JOB NO.: 67452

DATE:	DESCRIPTION:
01-11-2018	TOPO. SURVEY
10-24-2018	UPDATE SURVEY
09-24-2019	UPDATE BOUNDARY SURVEY WITH TITLE REPORT

GT SURVEYOR SERVICES INC.
1660 SOUTHERN BLVD. UNIT K
WEST PALM BEACH
FLORIDA 33406-1747
OFFICE: 561-753-0353
FAX: 561-753-0342
E-MAIL gtsurveying@gmail.com


Montante Blvd
Davis Rd
70434419200580110
2nd Ave N
0 35 70 140
Feet

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #21: (Quasi Judicial Hearing / Second Reading) 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.

The consultant received feedback from the Village's Planning and Zoning Board and the public on all documents presented. There were a total of nine (9) Elements, each with supporting data, except the Property Rights Element. The consultants documented comments from the meetings and asked for recommendations from the P&Z Board, Village Council, and the State.

Ordinance No. 2024-06 is presented to the Village Council for the second and final reading.

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. Florida Commerce Review Letter
5. Comment Matrix
6. VPS Data Inventory and Analysis Adoption
7. 01 VPS Future Land Use GOP ORC FINAL ADOPTION
8. 02 VPS Transportation and Mobility GOP ORC FINAL ADOPTION
9. 03 VPS Housing GOP FINAL ADOPTION
10. 04 VPS Infrastructure GOP FINAL ADOPTION
11. 05 VPS Conservation GOP FINAL ADOPTION
12. 06 VPS Recreation and Open Space GOP FINAL ADOPTION
13. 07 VPS Intergovernmental Coordination Element GOP FINAL ADOPTION
14. 09 VPS Property Rights GOP ORC FINAL ADOPTION
15. 08 VPS Capital Improvements GOP FINAL ADOPTION
16. VPS Map Series

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 August 23, 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 November 14, 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 Ordinances 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:

	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 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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- Master Planning and Visioning 4
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- Transportation/Mobility (2021) 5
- CRA Plan Update (2021) 5
- Vision Plan (2023) 6
- Parks and Recreation (2023-2024) 6

Next Steps 6

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 Vizion 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

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October 24, 2023

James Stansbury, Bureau Chief
Florida Commerce, Bureau of Community Planning and Growth
I 07 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 Accessary 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,

Michael Bornstein
Village Manager

August 23, 2024

The Honorable Beverly Smith
Mayor, Village of Palm Springs
Village Hall
226 Cypress Lane
Palm Springs, Florida 33461

Dear Mayor Smith:

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the Village of Palm Springs (Amendment No. 24-01ER), which was received on June 25, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. FloridaCommerce does not identify any objections to the proposed amendment. However, FloridaCommerce is providing 3 comments. The comments are offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in Section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The Village should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

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FloridaCommerce staff is available to assist the Village to address the comments. If you have any questions related to this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850) 717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/cn

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Bonnie Landry, President of Bonnie Landry & Associates, representing the Village of Palm Springs
Stephanie Heidt, Deputy Executive Director, Treasure Coast Regional Planning Council
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

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Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
Village of Palm Springs 24-01ER

FloridaCommerce has identified 3 comments regarding the Village of Palm Spring's proposed comprehensive plan amendment. The comments are provided below, along with recommended actions the Village could take to resolve issues of concern. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with Village staff and is available to assist the Village to address the comments.

Comment 1: Resiliency and Sustainability

Although the Village is not a coastal town, it is located near the Coastal Floodplain, resulting in designated Special Flood Hazard Areas primarily surrounding drainage areas listed as Zone AE. The data and analysis indicate that most of the Village's soils are categorized as poorly or very poorly drained, in sloughs and depressions, and subject to frequent flooding. The essentially built-out Village is also connected to the Lake Worth Drainage District canals, which connect to Lake Clarke, Lake Osborne, and the Lake Worth Lagoon system. With known or potential extreme weather/climate impacts, the Village should consider incorporating resiliency strategies in the Comprehensive Plan that provide for mitigation and adaptation to reduce the Village's vulnerability to flood risk and ensure that infrastructure, homes, families and businesses are protected. Prior to adoption of the amendment, the Village should consider utilizing appropriate data and analysis to identify current and future flood potential, as well as the impacts of sea level rise and saltwater intrusion on the community. The Village should then consider incorporating new goals, objectives and policies within the Comprehensive Plan to improve its resilience to flooding resulting from storm surge, flash floods, stormwater runoff and other related impacts of sea level rise. The new goals, objectives and policies should also take into consideration the maintenance of vulnerable/at risk transportation infrastructure and encourage the incorporation of new technologies and design practices for roadway infrastructure improvements.

Comment 2: Directing Redevelopment Toward Commercial Corridors

The Future Land Use Element data and analyses indicate that the Village is working to reprioritize annexation with a renewed focus on annexing remaining properties within the Lake Worth Road corridor, the Forest Hill Boulevard corridor, and the area along Congress Avenue north of Forest Hill Boulevard. By permitting higher density and intensity development in areas in close proximity to these transportation corridors, the Village can better support economic development by connecting more residents to jobs, shopping and other amenities. Prior to adoption of the amendment, the Village should consider incorporating additional policies

within the Comprehensive Plan to direct residential development toward these commercial corridors and encourage redevelopment in proximity to transit stops and hubs.

Comment 3: Intergovernmental Coordination

FloridaCommerce recommends that the Village of Palm Springs coordinate with the Florida Department of Transportation (FDOT) and the Treasure Coast Regional Planning Council (TCRPC) to address their comments regarding the proposed amendment.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective. "

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

Revision: July 19, 2024

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 4B5

From: Staff

Date: July 12, 2024

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Village of Palm Springs Comprehensive Plan
Amendment No. 24-01ER

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Village of Palm Springs was received on June 25, 2024 and contains amendments to the Future Land Use, Transportation, Housing, Infrastructure, Conservation, Intergovernmental Coordination, and Recreation and Open Space elements; the map series; and data and analysis of the Village's comprehensive plan. This report includes a summary of the proposed amendments and Council comments.

Summary of Proposed Amendments

The proposed amendments are based on the Village's Evaluation and Appraisal Review (EAR). The purpose of the EAR is to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated and to address issues of local concern. Due to the amount of amendment materials, the proposed amendments are included on Council's website as a supplement. The consultant for the Village has indicated that due to a breech of the Village's computer system, many documents were lost. Therefore, they are transmitting the amendments as a repeal/replace document rather than in ~~strikeout~~ and underline format. The following, taken from a matrix of substantive changes provided with the amendment materials and included as Exhibit 2, summarizes the amendments:

Future Land Use Element

The proposed amendments:

- Add policies to support the College-Hospital Overlay.

- Add language and special conditions to Policy FLU 2.3.14 referencing mixed-use requirements in the Village Commercial Renewal future land use designation.
- Add FLU Policy 3.1.4 to indicate that the Village will promote mixed-use districts where appropriate.

Transportation Element

The proposed amendments:

- Revise Policy TM 1.3.12 to indicate the Village will assess and implement traffic calming techniques.
- Add Policy TM 2.1.12 to indicate the Village will study the feasibility of providing local micro-transit service.
- Revise Policy TM 2.1.14 that addresses easement/right-of-way acquisition for construction of transit infrastructure from 2025 to 2035.
- Revise Policy TM 3.1.5 to state the Village may issue a development permit if the Palm Beach County Traffic Engineering Department determines that the proposed development will not adversely affect the adopted level of service for the roadway, or if a proportionate fair-share payment agreement is approved.

Housing Element

The proposed amendments:

- Add Policy HOU 1.2.4 to state the Village will consider updating the Land Development Code to allow accessory dwelling units on large lots.
- Add Policies HOU 1.6.12 and HOU 1.6.13 related to mobile home developments.
- Add Policy HOU 1.6.14 to indicate the Village will study emerging and alternative trends, such as tiny homes.

Infrastructure Element

The proposed amendments:

- Revise Policy INF 1.2.1 to name all the agencies the Village coordinates with on utility infrastructure.
- Revise Policy INF 1.2.3 to state the Village will coordinate proposed modifications to utility service boundaries with the appropriate governmental entities and public utilities.
- Revise Policy INF 4.1.6 to indicate the Village will continue to evaluate the feasibility of extending available reclaimed water from neighboring utilities as a source for non-potable uses.
- Revise INF 5.2.1 to indicate the Village will coordinate with the Solid Waste Authority to educate the community on recycling.

Conservation

The proposed amendments:

- Revise Policy CON 1.3.16 to indicate the Village will continue to evaluate the feasibility of extending available reclaimed water from neighboring utilities as a source for non-potable uses.

Intergovernmental Coordination Element

The proposed amendments:

- Add policies under Objective ICE 1.2 to indicate the Village will coordinate infrastructure and services with the appropriate agencies through interlocal agreements and memoranda of understanding.

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

The proposed amendments were provided to the Palm Beach County Intergovernmental Plan Amendment Review Committee Clearinghouse Coordinator on June 25, 2024. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, Council offers the following for consideration prior to adoption of the amendments:

- To provide consistency and make definitive statements of what the Village's comprehensive plan requires, goals, objectives, and policies should use "The Village shall/will" language.
- Policy FLU 1.5.1 needs to indicate when facilities and services will be required. It appears this policy is incomplete.
- Policies FLU 1.3.5; FLU 4.2.5; and TM 1.1.3; and Objective FLU 1.4 should update the name of the school district reference to the correct name "School District of Palm Beach County."
- Consistent with feedback Council has received on other local government comprehensive plans, for each of the policies in the Property Rights Element, it is recommended that "The Village shall consider" be added to the beginning of each policy.

Recommendation

Council should approve this report and authorize its transmittal to the Village of Palm Springs and FloridaCommerce.

Council Action – July 19, 2024

Councilmember Parrish, Gubernatorial Appointee from St. Lucie County, moved approval of the staff report. Vice Mayor Hmara from the Village of Royal Palm Beach seconded the motion, which carried unanimously.

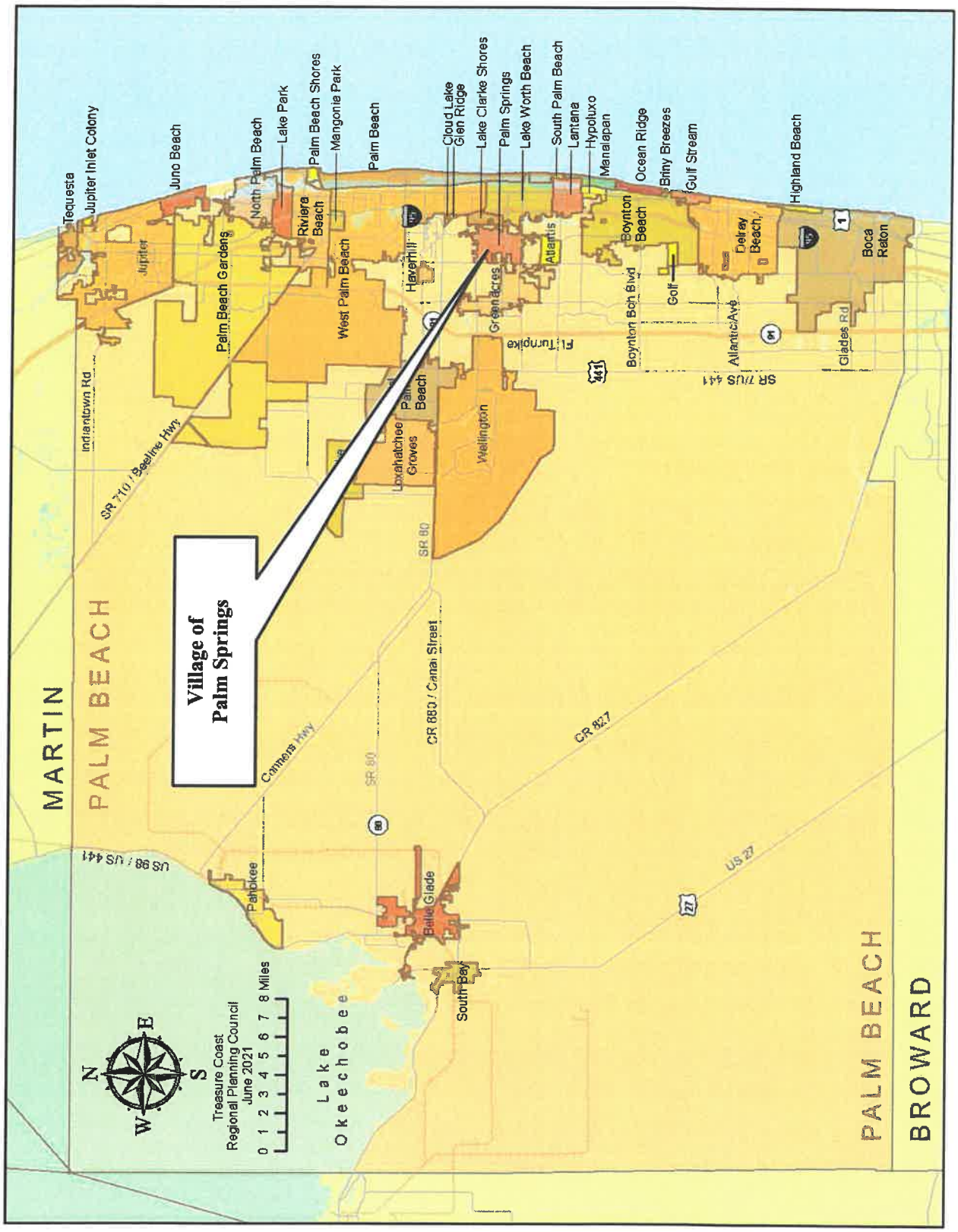
Attachments

List of Exhibits

Exhibit

1	General Location Map
2	Substantive Changes Comment Matrix

Exhibit 1
General Location Map



Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
Housing Element							
	HOU	Objective 1.2	Reworded for clarity	Changed.	Reworded for clarity.	2035-2045	2035 and 2045 planning horizons
	HOU	Obj. 1.6	how is the Village going to provide housing? -- we're not in housing business . . . need to rephrase	Changed.	Reworded for clarity.		
X	HOU	Obj 1.6	Establish tiny houses for low income as a starter home until they can upgrade in the future (time limit?)	Changed.	Added Policy 1.6.15 directing Village to study tiny homes		
X	HOU	Policies 1.6.12, 1.6.13	Per Kim and Iramis' request, reinserted manufactured/mobile home policies from previous comp plan, in RS and RM	Changed.	Updated policies.		
	HOU	1.7.2	Group Homes: Changed Building Official to Planning Zoning and Building Department Director	Changed.	Updated the department name for clarity.		
	HOU	1.9.1	Corrected name of organization	Changed.	Corrected reference	Southeast Climate Change Compact	Southeast Florida Regional Climate Change Compact
X	HOU	1.7.6	Put in LDR, not plan	Changed.	Struck policy	The Village shall allow Adult Congregant Living Facilities (ACLFs) in the RS Zoning District	*struck*
X	HOU	1.6.10	The Village isn't in the position to assist people find housing - need to eliminate or reword	Changed.	Struck policy	The Village will assist persons in the very low- to moderate-income ranges in locating affordable housing.	*struck*
X	HOU	1.2.4	We should consider allowing ADUs on large lots ... est. policy to evaluate and consider for future inclusion	Changed.	ADU policy added per Council direction at transmittal hearing		
	HOU	1.2.1	policy should be specific to new construction – don't want existing residences to be divided into smaller units and rented	No Change	This was an existing policy. This policy does not supersede density limitations and already specifies multifamily rather than conversion of single-family to multi-family.		
	HOU	1.4, 1.4.1	Awareness by city employees to report violations for compliance, code - spending more time in assigned areas!	No Change.	Policy already directs enforcement - Enforcement can also be addressed in LDC and in administration policies.		
Capital Improvements Element							
	CIE		Was this table from FY24 budget? Will change w/ FY25 budget	No Change.	Will keep 25-29 CIP and amend after budget prior to final adoption		
	CIE	Appendix 5-Yr CIP	P&Z Building capital and police information reversed? Please correct.	No Change.	Summary line is below each category		
Conservation Element							
	CON	1.3.15	There is no available reuse source so cannot enforce standards, reworded to seek potential connection	Changed.	Revised policy	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	The Village of Palm Springs shall continue to evaluate the feasibility of extending available reclaimed water from neighboring utilities as a source for non-potable uses within the Village utility service area
	CON	1.6.2	Identify brownfield properties to make sure state or county environmental protection regulations are enforced	No Change.	There are no identified brownfields as of today. However, the Village could consider partnering with Regional Planning Council for grant funded study		
	CON	Obj 1.2	Waterways seem to be in need of more service than is currently being done by Lake Worth Drainage	No Change.	Lake Worth Drainage District manages this.		
Intergovernmental Coordination Element							
	ICE	1.1.5	agreement is called a ISBA [?] Service Boundary Agreement per Chp. 171.203(1)(b), F.S.	Changed.	Updated to correct reference of ISBA		
	ICE	Obj. 1.2	Need to include statement about coordinating with others for areas Village utility serves outside Village limits	Changed.	Added policies addressing development in village served by other utilities and development outside of village within village's utility service area		

Exhibit 2
Substantive Changes Comment Matrix

Village of Palm Springs - Substantive Changes Comment Matrix

Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
Future Land Use Element							
X	FLU	Objective 2.4	Reinsert specific overlay policies from previous comp plan for CHO, GRO, TAIO, including CHO/MU density/intensity table	Changed.	Policies to support the College-Hospital Overlay (CHO) were added.	Various	Various
X	FLU	Goal 3	Goal FLU 3– The Village of Palm Springs will avoid urban sprawl. Through promotion of mixed-use districts, particularly within the Lake Worth and Congress Avenue CRA Districts; Through redevelopment of the Village's CRA Districts	Changed.	Second point already addressed in 3.1.1.: added 3.1.4	New Policy 3.1.4.	The Village of Palm Springs shall promote mixed-use districts where appropriate, particularly within the Lake Worth and Congress Avenue CRA districts.
X	FLU	New FLU	New Vision Future Land Use category (FLU 2.3.14) – it doesn't describe that the category allows a mix of uses or what uses are allowed/prohibited.	Changed.	Added mixed-use language and special conditions referencing established mixed-use requirements.		
X	FLU	2.3.9 and 2.3.14	Clarify Mixed-Use and VCR residential component may not exceed 50% of site area.	Changed.	Council recommended change at Transmittal hearing		
Housing Element							
X	HOU	Policies 1.6.12, 1.6.13	Per Kim and Iramis' request, reinserted manufactured/mobile home policies from previous comp plan, in RS and RM	Changed.	Reinserted manufactured/mobile home policies.		
X	HOU	1.7.6	Put in LDR, not plan (ACLFs in RS Zoning)	Changed.	Struck policy.		
X	HOU	Obj 1.6	Establish tiny houses for low income as a starter home until they can upgrade in the future (time limit?)	Changed.	Added Policy 1.6.15 directing Village to study tiny homes		
X	HOU	1.6.10	The Village isn't in the position to assist people find housing - need to eliminate or reword	Changed.	Struck policy.		
X	HOU	1.2.4	We should consider allowing ADUs on large lots... est. policy to evaluate and consider for future inclusion	Changed.	ADU policy added per Council direction at transmittal hearing		
Transportation Element							
X	TM	2.1.12 - 2.1.13	The original intent was to show a future potential transit along Lake Worth Road so we have a strong basis to start requiring easements – which we still need to identify in the Plan. We won't be ready to discuss micro-transit until the key parcels redevelop with the new vision land use and create attractors – so 2025 is too soon.	Changed.	Split original 2.1.12 so easement/ROW acquisition is a standalone policy, with revised date of 2035, and associated renumbering of remaining other policies.	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 2.1.12 - The Village of Palm Springs will study the feasibility of providing local micro-transit service. Policy TM 2.1.14 - The Village of Palm Springs shall identify locations for easement and/or right-of-way acquisition for the construction of transit infrastructure by 2035.

Village of Palm Springs - Overall Comment Matrix

Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
All Elements							
	All	Terms	Need consistent terminology LDR vs. Comp Zoning Ord	Changed.	Updated throughout - Using LDC		
	All	Throughout	Throughout - when cite a statute and say "as may be amended from time to time" eliminate "from time to time"	Changed.	Removed "time to time" language		
Future Land Use Element							
	FLU	Page 5 (Intro)	last paragraph, use different term than "cookie cutter" that is descriptive for general public	Changed	Struck.		
	FLU	1.1.1	Sentence ends abruptly, "contemplate the potential maximum ... and intensity." Why contemplate or contemplate to do what?	Changed.	Reworded for clarity	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.	The Village of Palm Springs will evaluate the compatibility of adjacent future land use categories during the land use planning and/or amendment process
	FLU	Obj 1.4	Palm Beach County what? Say "state government" so is it Palm Beach County government? Agencies? Both?	Changed	Reworded for clarity		
	FLU	Table FLU 1	Need to [?] to id proposed categories?	Changed.	Removed table and revised introduction to follow format of other elements		
	FLU	2.3.9	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 and with both the Congress Avenue and Lake Worth CRA Districts	Changed.	Added "within both the Congress Avenue and Lake Worth CRA Districts.		
	FLU	2.3.13	The light industrial FLU category ... of the Village? What are non-local office needs of the Village? (unclear)	Changed	Reworded for clarity		
X	FLU	2.3.14	New Vision Future Land Use category (FLU 2.3.14) – it doesn't describe that the category allows a mix of uses or what uses are allowed/prohibited.	Changed.	Added mixed-use language and special conditions referencing established mixed-use requirements		
X	FLU	Objective 2.4	Reinsert specific overlay policies from previous comp plan for CHO, GRO, TAIO, including CHO/MU density/intensity table	Changed.	Policies to support the College-Hospital Overlay (CHO) were added	Various	Various
X	FLU	Goal 3	Goal FLU 3– The Village of Palm Springs will avoid urban sprawl Through promotion of mixed-use districts, particularly within the Lake Worth and Congress Avenue CRA Districts; Through redevelopment of the Village's CRA Districts	Changed.	Second point already addressed in 3.1.1; added 3.1.4	New Policy 3.1.4	The Village of Palm Springs shall promote mixed-use districts where appropriate, particularly within the Lake Worth and Congress Avenue CRA districts.
	FLU	4.1.8	[?] reference to TPA	Changed	Struck reference to TPA		
	FLU	CRA Policy 5.1.1	Add policy about incentive $ or grants to eliminate blight & facilitate reinvestment in CRA	Changed	Reworded 5.1.1		
	FLU	4.1.3	Reword for clarity and fluidity: "to provide cultural, recreation, or open space that generate revenue ..."	Changed	Reworded for clarity		
	FLU	4.2.5	Doesn't seem to fit in with objective and theme of other policies	Changed	Policy was removed		
	FLU	Obj 4.2	the Village is going to provide training?? needs to be rephrased	Changed.	Reworded for clarity		
	FLU	Definitions	ISA definition - doesn't need to herd surface - redefine	Changed.	Reworded to remove "hard, man-made" qualifiers		
X	FLU	2.3.9 and 2.3.14	Clarify Mixed-Use residential component may not exceed 50% of site area. Prohibit exclusively residential projects in VCR FLU	Changed	Council recommended change at Transmittal hearing		

Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
	FLU	2.3.14	Clarify for new land use that a mix of uses is required in order to get 1.5 FAR	No Change.	Council did not recommend update at Transmittal Hearing.		
	FLU	CHO and Map	We might eliminate the College-Hospital Overlay since it's never been used and designate a few parcels in that area with the new vision land use	No Change.	Council did not recommend update at Transmittal Hearing.		
	FLU	2.3.14	Suggested new name for vision plan future land use category: "Urban Mixed Use"	No Change.	Council did not recommend update at Transmittal Hearing.		
	FLU	General	You certainly want to make sure you mention the CRA providing incentives, but don't think it needs to be detailed.	No Change.	Already addressed in 5.1.1		
	FLU	2.3.4	Formula for elementary & middle schools identified, existing schools current data available?	No Change	Current data available from School District - this policy is for new schools.		
	FLU	Obj 1.1	How do the policies protect natural resources or preserve est. neighborhoods? Should policy articulate such protections? What about [?] adequate level of services? Policy for that?	No Change.	The correlating policies 1.1.1 through 1.1.5 provide ways to protect existing neighborhoods.		
	FLU	1.2.6, 1.2.7, 1.2.9	Can policies .6, .7, .9 be combined into 1 or should they remain separate? It seems more like 1.2.6 a, b, c.	No Change.	Rule of thumb is each policy should be as specific as possible - keep separate		
	FLU	1.2.10	How Village encourage education? Is it enforceable?	No Change.	Encouraged through library programming		
	FLU	1.3.3	"provides public facilities and utilities in a way" Add 'the Village with" after provides	No Change.	The Village Utilities serves a larger area, including other municipalities and unincorporated County		
	FLU	1.3.5	add 'the development of" after "infrastructure and" and before "school sites needed"	No Change.	Planning for infrastructure is covered in the Infrastructure Element		
	FLU	1.4.2	"siting" locally unpopular land uses - is "siting" appropriate term?	No Change.	Yes, "siting" is the language used in state statutes		
	FLU	Investment FLU	Question: new vision future land use category ..... how much density is allowed in 1.5 FAR? - how will we control parking?	No Change	This density was a result of the Visioning process. Consultant will explain during the Transmittal Hearing presentation by Consultant.		
	FLU	2.3.9	Also under mixed use – I saw this in another Comp Plan and they appear to both have some merit? Incentive Programs. The Village may accomplish the goals and objectives of a Mixed Use District with a Mixed Use Future Land Use through the use of incentive programs such as additional stories, additional density, additional Floor Area Ratios, air rights easements over arcades on public rights-of- way, public-private partnerships, shared parking agreements for mixed uses, encouraging the Community Redevelopment Authority (CRA) to use its powers, and similar incentives. Such incentive programs shall be consistent with the spirit and intent of the specific neighborhood master plan and shall not exceed the maximum allowable densities and intensities provided in the Mixed Use District policies. Village shall adopt effective enabling land development regulations to effectuate such incentive programs. Pre-design Workshop: All Applicants with development	No Change.	CRA incentive program should be addressed in policy and/or code rather than Comprehensive Plan.		
	FLU	2.3.7	Change reference to workforce housing to be consistent with Live Local and PBC definitions - between 80-120% AMI	No Change.	Policy references statutory definition of workforce housing per s. 420.5095, F.S. Live Local Act provides for "affordable", rather than workforce, housing and does not apply to residential land uses.		

Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
	ICE	1.3.3	If repairs to water/sewer then replace P.W. w/ Utilities Dept	Changed.	Corrected reference		
Infrastructure Element							
	INF	Throughout	Renumbering	Changed.	Corrected error.		
	INF	1.1.3 (Table INF-1)	Scriveners Error on Wastewater LOS (Hotel)	Changed.	Corrected error.	Sewer(Hotel): 0.15 gpd/sf	Sewer (Hotel): 100 gpd / room
	INF	1.2.1	Added missing utilities	Changed.	Corrected error.	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	The Village of Palm Springs will continue to coordinate with Palm Beach County, the City of Lake Worth Beach, the Town of Lake Clarke Shores, and the City of Atlantis to identify and address any deficiencies with utility infrastructure
	INF	1.2.3	Reworded for clarity	Changed.	Reworded for clarity	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	The Village of Palm Springs will coordinate any proposed modifications to utility service area boundaries with applicable coordinating governmental entities and public utilities
	INF	2.1.3	Corrected government names	Changed.	Corrected error.		
	INF	2.1.10	Corrected government names	Changed.	Corrected error.		
	INF	Goal 3	Policies numbering out of sync	Changed.	Corrected numbering		
	INF	3.1.3	Corrected government names	Changed.	Corrected error.		
	INF	3.1.5	Corrected government names	Changed.	Corrected error.		
	INF	3.4.5	3 dif policies w/ same #	Changed.	Corrected numbering		
	INF	4.1.6	Reclaimed water may come from any facility in the future - not just municipal - and may be utilized for a variety of non-potable uses.	Changed.	Updated for clarity.	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	The Village of Palm Springs shall continue to evaluate the feasibility of extending available reclaimed water from neighboring utilities as a source for non-potable uses within the Village utility service area
	INF	4.2.5	Scriveners error - wellfield policy had already been moved to another objective but accidentally left in 4.2. Removed	Changed.	Corrected error.		
	INF	5.2.2	Updated term to industry standard "hazardous" and clarified coordination with SWA as Village does not manage HHW disposal	Changed.	Updated for clarity.	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	(EDITED AND MOVED TO 5.1.5) The Village of Palm Springs shall continue to coordinate with the Palm Beach County Solid Waste Authority to facilitate the safe disposal of oil, paint, and other household hazardous wastes within the Village
	INF	5.2.1	Updated provider to SWA	Changed.	Corrected reference	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.	The Village of Palm Springs shall continue to partner with the Palm Beach County Solid Waste Authority to educate the community about the benefits of recycling and increase the rates of recycling of solid waste in the Village.
	INF	Wastewater	I believe our wastewater travels to LWB for the most part.	No Change.	Wastewater transferred to LWB and PBC but ultimately treated at WBP.		
	INF	3.3.7	Identify flood areas, look at short and long term solutions	No Change.	Policies already seek to address flooding. The Village could consider revisiting this in a stormwater master plan.		
	INF	Goal 4	Vacuum sewer lines still a problem causing overtime (cost) need to replace/solve problem	No Change.	Consider addressing administratively.		
	INF	5.1.4	Need stricter enforcement of lawn services not hauling yard waste away after completing job, leaving for waste provider	No Change.	Consider addressing this administratively or in LDRs with penalties, etc.		

Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
Recreation and Open Space Element							
	ROS	1.2.1	needs to be specific that it only refers to public areas, and not private roads, sidewalks, parking	Changed.	Reworded to specify public.		
	ROS	1.3.1	we require private recreation amenities within mf developments, but we don't want small, incremental park areas - need to reword	Changed.	Reworded to specify private amenities	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	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 recreational amenities or provide a fee in lieu
	ROS	Obj 1.4, 1.4.1	Creation of workshops for community involvement, Rec on the move to push more neighborhood parks	No Change.	Fine details can be considered administratively and in Parks master plan.		
	ROS	Obj 1.5	Workshops to assist with young & old - costume characters (smokey the bear) to bring in children. Classroom tactics to improve reading levels	No Change.	Fine details can be considered administratively and in Library long range plan		
Transportation Element							
	TM	Obj 1.1	What about adding a policy to review traffic congestion patterns? These impact accidents.	Changed.	Added congestion to policy 1.1.5		
	TM	3.1.2	Traffic Calming, alt-street design in residential core/historic village area, not just at complex	Changed	Reworded existing residential core policy 3.1.12 to be more explicit		
	TM	3.1.12	Make sure this applies to all Village roads – "historic residential core" doesn't include South Village	Changed	Reworded for clarity to remove residential and historic core language		
	TM	3.1.10	Kirk Road: should reference P.B. County, not TPA	Changed	Reworded 3.1.10		
	TM	3.1.5	If below LOS, can pay Prop Share - need to reword	Changed	Included proportionate share language		
	TM	3.4.3	Thoroughfare Right-of-Way Identification Map (TIM) is the proper name	Changed	Updated per comment		
✖	TM	2.1.12 - 2.1.13	The original intent was to show a future potential transit along Lake Worth Road so we have a strong basis to start requiring easements – which we still need to identify in the Plan. We won't be ready to discuss micro-transit until the key parcels redevelop with the new vision land use and create attractors – so 2025 is too soon.	Changed	Split original 2.1.12 so easement/ROW acquisition is a standalone policy, with revised date of 2035, and associated renumbering of remaining other policies	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 2.1.12 - The Village of Palm Springs will study the feasibility of providing local micro-transit service. Policy TM 2.1.14 - The Village of Palm Springs shall identify locations for easement and/or right-of-way acquisition for the construction of transit infrastructure by 2035
	TM	1.1.5	Any current maps showing existing problem areas and graphs for previous years available for reference?	No Change.	This data is in the Data, Inventory and Analysis		
	TM	Table 1, 2, 3, 4	Due to increases of residents shopping online, retail services locally suffered - what can help stimulate this problem?	No Change.	Tables show development limits in TCEA rather than economy.		
	TM	3.1.5	Will Village work collaboratively or follow PBC Traffic Engineering Division rules or suggestions? Do we need to state?	No Change.	No necessary to state this. The Village routinely collaborates with the Palm Beach County Traffic Engineering Division.		
	TM	4.1.7	Terminology needs to be corrected throughout to eliminate Unified Land Development Code and use Land Development Regulations	No Change.	References are to Palm Beach County's ULDC rather than Village's LDRs.		
Land Development Code							
	LDC	Parking	Parking code should be revised to be based on # of bedrooms	No Change.	This needs to be done during the LDR updates.		
	LDC	Tree Protection	If policy FLU 6.1.3 is to protect trees, need stronger requirements in code	No Change.	This needs to be done during the LDR updates.		
	LDC	ACLFs	Put HOU 1.7.6 in LDR, not plan (ACLFs in RS Zoning)	No Change.	This needs to be done during the LDR updates.		
Comprehensive Plan Maps							

Substantive?	Element	Reference	Comment	Result	Response	Original language (if applicable)	Updated language (if applicable)
	Map	Roadway Maintenance	Price St North of LW road = Village; south of LW road remains county courtesy	Changed	Maps being updated		
	Map	Roadway Maintenance	Label courtesy as PB County	Changed	Maps being updated.		
	Map	Future Transit	Add 2035 to map title	Changed.	2035 added to map title		
	Map	Future Transit	Microtransit does not cover retirement condos: Regal Palms and Lakeside Village	No Change.	Council did not recommend update at Transmittal Hearing.		
	Map	Future Transit	Future Micro-Transit Route should include Lakeside Village and Regal Palms, and Waterside/Rex Apts area	No Change.	Council did not recommend update at Transmittal Hearing.		
	Map	Future Transit	Why is there no "planned improvements" (yellow line) planned for S. Congress Ave? Potholes & huge backup north of Forest Hill Blvd	No Change.	This map shows transit (i.e. bus) improvements. Roadway improvements are not mapped but contained in LRTP.		

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PURDUE, P.E.
SECRETARY

July 25, 2024

Mr. James D. Stansbury, Chief
Department of Economic Opportunity
Caldwell Building
107 East Madison Street, MSC 160
Tallahassee, FL 32399

RE: Village of Palm Springs 24-01ER Proposed Comprehensive Plan (State Coordinated Review Process) – FDOT Technical Assistance Comments

Dear Mr. Stansbury:

The Florida Department of Transportation (FDOT), District Four, has reviewed the Village of Palm Springs 24-01ER Proposed Comprehensive Plan Amendment, which was transmitted under the State Coordinated Review Process. The proposed Comprehensive Plan Amendment includes Evaluation and Appraisal Report (EAR)-based text and map amendments to the Comprehensive Plan. The purpose of the EAR-based amendments is to implement the recommendations of the EAR. This EAR-based Comprehensive Plan Amendment was transmitted by the Village Council Commission in accordance with the requirements of Florida Statutes (F.S.) Chapter 163.

The Village's proposed 2024 EAR-based amendments respond to a variety of changes in conditions and Florida law and propose to repeal and replace the entire Palm Springs Comprehensive Plan in its present form.

FDOT commends the Village on the development of their updated Comprehensive Plan that includes a clear vision for mobility and expected future growth/expansions. Based on a review of the Village's amended Plan, FDOT is providing technical assistance comments consistent with Section 163.3168(3) F.S. The technical assistance comments will not form the basis of a challenge. These comments can strengthen the local government's comprehensive plan to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

The proposed amendments involve the following Comprehensive Plan Elements:

- Future Land Use Element (FLUE)
- Transportation Element (TE)
- Housing Element (HE)
- Capital Improvements Element (CIE)
- Conservation Element (CE)

- Intergovernmental Coordination Element (ICE)
- Infrastructure Element (IE)
- Recreation and Open Space Element (ROSE)

This review generally focuses on the goals, objectives, and policies that could impact the four roadways on the State Highway System (SHS) in/adjacent to the Village, as listed below:

- S.R. 882/Forest Hill Boulevard – generally located in the northern area of the Village
- S.R. 887/Congress Avenue – generally located in the eastern area of the Village
- S.R. 802/Lake Worth Road – generally borders the southern area of the Village
- S.R. 809/Military Trail – generally borders the western area of the Village

The Strategic Intermodal System (SIS) is Florida's high priority multimodal network of transportation facilities, composed of corridors, hubs and connectors, important to the state's economy and mobility. The Village is approximately one mile west of I-95, a SIS highway corridor, and approximately 0.5 miles south of SR 80/Southern Boulevard, another SIS highway corridor. It is in the vicinity of the Lake Worth Tri-Rail station, which is part of the SIS.

Future Land Use Element (FLUE)

Technical Assistance Comment #1 – Coordination

Policy FLU 1.1.4 states that the Village of Palm Springs will evaluate development applications for compliance with the goals, objectives, and policies of the Comprehensive Plan and the Land Development Code (LDC). Additionally, the FLUE Data, Inventory and Analysis notes the following:

- The Village is working to reprioritize annexation with a renewed focus on annexing remaining properties within the Lake Worth Road corridor, the Forest Hill Boulevard corridor, and the area along Congress Avenue north of Forest Hill Boulevard.
- The Village should attempt to direct additional residential development toward the commercial corridors in line with its vision plan for redevelopment through zoning and other incentives, to disincentivize potential developments in other nontarget industrial or commercial properties.
- Based on community input, CRA Redevelopment strategies and an Implementation Plan enable the Village to stimulate and encourage economic development, provide increased public amenities, improve pedestrian/bicycle safety, and effectively manage redevelopment within the CRA to realize the Village's vision and long-term community goals.

The FLUE does not indicate FDOT as a review agency related to (re)development that could potentially impact the SHS/SIS facilities.

Recommendation #1 for Technical Assistance Comment #1

Many of the redevelopment and annexation strategies of the Village are directed towards the S.R. 882/Forest Hill Boulevard, S.R. 887/Congress Avenue, S.R. 802/Lake Worth Road and/or S.R. 809/Military Trail corridors. FDOT requests that the Village consider adding a new policy to include FDOT as a reviewer/partner agency in the (re)development review process for any new development and/or redevelopment project that could have an impact on State facilities. By including FDOT into the early stages of development review, the Department could work with the Village in identifying strategies to eliminate, reduce, or mitigate impacts from those developments on State facilities. This improved level of coordination should offer new and enhanced opportunities to assist the Village with the latest and appropriate guidance and strategies to enhance and preserve the SHS/SIS. The following represents an example of potential suggested policy language for the Village's consideration.

Suggested policy language: "The Village shall coordinate, as appropriate, with the Florida Department of Transportation (FDOT) regarding pending land use amendments or land development decisions within the Village of Palm Springs. The Village will formally notify FDOT of pending planning and development activities with the potential to adversely impact S.R. 882/Forest Hill Boulevard, S.R. 887/Congress Avenue, S.R. 802/Lake Worth Road and/or S.R. 809/Military Trail or Strategic Intermodal System facilities. Comments from FDOT shall be considered prior to making a land use planning or development decision."

Recommendation #2 for Technical Assistance Comment #1

Considering the Village's intent of guiding a mix of uses along commercial corridors and the CRA vision along State facilities, and of creating a safe network of multimodal transportation options, the Village should leverage resources offered by FDOT to assist in achieving compatible and complementary (re)development in relation to roadways, such as the FDOT context classification system. This system[1] describes the general characteristics of adjacent land uses, development patterns, and connectivity along a roadway, providing cues as to the types of uses and user groups that will likely utilize the roadway. FDOT District Four has information on Context Classification for State roadways and additional roadways based on the FDOT context classification system for reference. The Village should consider adding a policy to coordinate with FDOT on context classification for the implementation of context-sensitive (re)development and roadways within the Village. A contact for more information is *the FDOT District Four Complete Streets Coordinator, Claudette De Los Santos -claudette.delossantos@dot.state.fl.us.*[2]

1 FDOT Context Classification guidebook: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/completestreets/files/fdot-context-classification.pdf?sfvrsn=12be90da_2

[2] *To note, the FDOT contact information reference throughout the comments was just provided for resource information. No need to put the contact's name or e-mail addresses into the Comprehensive Plan. You can just indicate coordinate or contact FDOT….

FDOT's Context Classification guidebook also outlines the relationship between the State facilities and context classifications (pg. 18 of the guidebook) and addresses the need to balance the safety and comfort of users who live and work along the State facility with interregional and interstate freight trips through the area.

Transportation Element

Technical Assistance Comment #2 – Context Classification

Per F.S. 163.3177, the TE should include future land use and transportation map series. The applicable maps are provided, however, throughout the document, and not easily referenced.

Recommendation for Technical Assistance Comment #2

Consider including a separate section with the existing conditions and future map series, especially related to the FLUE and TE. A dedicated appendix will aid the general public with ease of review and understanding of the Comprehensive Plan elements. This map series could be the Data Inventory and Analysis section of the Comprehensive Plan as a map series.

Technical Assistance Comment #3 – Context Classification

The TE includes references to FDOT's Functional Classification System; however, it does not reference context classification designations on the SHS.

Recommendation for Technical Assistance Comment #3

Consider incorporating information on context classifications for State and other roadways in future plan updates, with language to review designations related to future (re)development.

Technical Assistance Comment #4 – Vision Zero

Policy TM 1.1.3 states that 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). However, there is no reference to coordination with FDOT.

Recommendation for Technical Assistance Comment #4

Consider adding FDOT as a coordinating agency to achieve the Village's Vision Zero Plan. A major initiative within FDOT is the Target Zero campaign. Target Zero is a statewide initiative to reduce the number of transportation-related serious injuries and deaths across Florida to ZERO and builds upon the Vision Zero belief by focusing on influencing dangerous driver behaviors before serious and fatal crashes occur. FDOT offers numerous tools, data and additional resources that can aid the Village in achieving

its Vision Zero objectives. To achieve the Vision Zero goals, the Village should leverage resources offered by FDOT[3].

Technical Assistance Comment #5 – Modal Choice and Mobility

Goal TM 2 states that the Village seeks to provide a variety of transportation options to promote sustainability, reduce congestion and improve mobility. The supporting objectives and policies reference street design, land use decisions, transit, sidewalk, bikeway and micromobility as ways to improve mobility and safety. The objectives and policies do not specifically reference FDOT as a coordinating partner when developing modal options on the SHS.

Recommendation for Technical Assistance Comment #5

FDOT recommends that the Village update policies under this goal to include coordination with FDOT regarding any mobility projects that, for example, could have an impact on the operations of the SHS.

FDOT offers several initiatives to assist the Village in creating quality developments while protecting future mobility on the regional roadway network in addition to "Complete Streets"[4], including modern roundabouts[5], lane elimination guidance[6] and a commitment to pedestrian, bicyclist and driver safety[7].

Technical Assistance Comment #6 – Complete Streets

Policy TM 3.5.3 states that the Village shall prioritize transportation funding that results in Complete Streets, providing mobility for all transportation network users. However, there is no specific reference to coordination with the Palm Beach Transportation Planning Agency (TPA) regarding the TPA's adopted Complete Streets or Complete Streets Design Guidelines, nor specific coordination measures with the FDOT District Four Complete Streets Coordinator.

Recommendation for Technical Assistance Comment #6

FDOT recommends that the Village add a new policy that requires coordination with the Palm Beach TPA and FDOT regarding any complete streets project that, for example, could have an impact on the operations of the SHS/SIS. Additionally, any new policy language should include references to incorporating context classification and Complete Streets Policy into future (re)development.

Technical Assistance Comment #7 – Transit

The TE Data, Inventory and Analysis states that the 2031 Transit Development Plan and the 2045 Long Range Transportation Plan (LRTP) identify four Enhanced Transit

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3 https://www.fdot.gov/agencyresources/target-zero
4 http://www.flcompletestreets.com/
5 https://www.fdot.gov/agencyresources/roundabouts/index.shtm
6 https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/completestreets/files/lane-elimination-guide-part1.pdf?sfvrsn=c1d38df3_4
7 http://www.alerttodayflorida.com/; https://www.fdot.gov/safety/SHSP2016/SHSP-2012.shtm

Corridors with transit system priority (TSP), as well as Transit Hubs, as desired improvements within or proximal to the Village: Forest Hill Boulevard, Congress Avenue, Lake Worth Road, and Military Trail, and their intersections. The locations identified for transit enhancements are all located on the SHS. The Palm Beach TPA will be adopting its 2050 LRTP by December 2024. Fyi. *Please look at the Palm Beach TPA 2045 LRTP 561 Corridor Plan. Forest Hill Blvd and Lake Worth Rd are corridors on the plan. Please review the section of the plan and coordinate with Palm Beach TPA, if necessary, for more information.*

The FDOT District Four Modal Development Office constantly seeks alternative modes of transportation as a means to expand travel choices and help manage traffic congestion on the SHS, regional and local roads. One of the most effective ways to manage congestion is via public transit. FDOT supports the use of transit and is available to assist the Village with the planning of transit enhancements or potential transit grant information, especially along the SHS.

Recommendation for Technical Assistance Comment #7

FDOT recommends adding language that includes coordination with FDOT in support of transit improvements and technology in the Village.

An additional resource offered by FDOT that can be leveraged by the Village is the Commuter Assistance Program. Information on the program can be found on the Department's website at https://www.commuterservices.com.

Technical Assistance Comment #8 – Pedestrian and Bicyclist Outreach

The TE includes multiple references to improvements geared towards pedestrian and bicyclist mobility, however, there is no mention of education or outreach.

Recommendation for Technical Assistance Comment #8

FDOT recommends that the Village add language related to pedestrian and bicycle outreach and education, and to coordinate with the FDOT District Four Pedestrian and Bicycle Coordinator (Claudette de los Santos, Claudette.DeLosSantos@dot.state.fl.us) and Safety Coordinator (Anika Tabassum, Anika.Tabassum@dot.state.fl.us) regarding community outreach activities as well as resources available to agencies to address pedestrian and bicycle safety education and enforcement.

Since the adoption of the Florida Pedestrian and Bicycle Safety Strategic Plan (PBSSP)[8] in 2013, the state has been implementing comprehensive engineering, education, enforcement and evaluation strategies to reduce nonmotorist fatalities and serious injuries on the state roadway network. Through the Alert Today Florida[9] campaign initiative the state has promoted safety messaging via TV, radio, transit and billboard advertising, social media, local educational outreach and enforcement activities. The statewide Pedestrian and Bicycle Safety Coalition works with stakeholders and partners

8 https://www.alerttodayflorida.com/About%20US/FDOT_PBSSP%20Update%20Final_with%20data%20corrections.pdf
9 https://www.alerttodayflorida.com/

across the state to improve nonmotorist safety and is available to assist the Village with safety related community events, high visibility enforcement funding, free bicycle helmets, pedestrian and bicycle trainings, etc.

Technical Assistance Comment #9 – Resiliency and Sustainability

Although the Village is not a coastal town, extreme weather and climate related shocks (e.g., hurricanes) and stressors (e.g., changing/increasing rainfall and extreme heat) are affecting will increasingly affect inland as well as coastal areas in Palm Beach County. With known or potential extreme weather/climate impacts, the Village's Comprehensive Plan should incorporate resiliency strategies that provide for mitigation and adaptation for the protection of the community. Understanding how mitigation and adaptation act as interconnected relationships to building resilient and sustainable communities is vital for adaptive planning; including a community such as Palm Springs that is located close to SIS and other evacuation facilities).

As the County grows, there will be increasing need for daily travel between the Village and adjacent communities. The need aligns with the 2045 Florida Transportation Plan's (FTP) agile, resilient, and quality infrastructure goal to maintain vulnerable/at risk transportation infrastructure and incorporate new technologies/design practices into Florida's next-generation corridors to meet changing user needs. The FTP Policy Element provides guidance to transportation agencies as they develop and implement policies, plans, and projects related to agile, resilient and quality infrastructure.

- Agile, resilient and quality infrastructure primarily refers to maintaining vulnerable/at risk transportation infrastructure and incorporating new technologies and design practices into Florida's next-generation corridors to meet changing needs. Additionally, the *Regional Climate Action Plan 3.0*[10] developed by the Southeast Florida Regional Climate Change Compact, includes recommendations under the Plan's Sustainable Communities and Transportation section on use of best available data and tools, including data and tools related to identifying vulnerable/at risk transportation infrastructure.
- Efficient and reliable mobility for people and freight refers to the efficiency of travel, including related to automated and connected vehicles. FDOT is planning for the deployment of automated and connected vehicle technologies on public roadways with the establishment of the Florida Automated Vehicles initiative. This initiative was created to help build the framework for automated and connected vehicle implementation by engaging stakeholders, developing research and pilot projects, and creating awareness of the technologies.

FDOT notes that TE and the TE Data and Analysis sections do not include direct references to sustainable communities and transportation as described above.

10 http://www.southeastfloridaclimatecompact.org/regional-climate-action-plan

Recommendation for Technical Assistance Comment #9

FDOT encourages the Village to consider adding goals, objectives, and policies to the TE, consistent with the FTP, that specifically address resilient and sustainable communities and known, and potential transportation (and other) infrastructure needs by the Comprehensive Plan's horizon year. Additionally, FDOT is available to support and assist the Village regarding the inclusion of applicable objectives and policies for incorporating the new goals. Policy topics could include the following from the FTP:

- *Retrofit, adapt, or provide more diversity in the location of critical infrastructure to reduce vulnerability to extreme weather and other environmental conditions.*
- *Incorporate the risks of extreme weather and other environmental conditions into long-range planning, project development, design, operations, and asset management decisions for all modes.*
- *Adapt planning, design, construction, maintenance, and operations practices to reflect changing customer expectations, new technologies, changes in the size and characteristics of vehicles, and locations of major developments.*

FDOT recommends the Village utilize the growing body of studies and tools available to address vulnerable/at risk transportation infrastructure in Southeast Florida which may be useful to the Village as it updates its Comprehensive Plan, including but not limited to the following: FTP-SIS Automated, Connected, Electric and Shared Vehicles (ACES) initiative[11], FTP Resilience initiative[12] and the FDOT ACES Guidance report (Guidance for Assessing Planning Impacts and Opportunities of Automated, Connected, Electric and Shared-Use Vehicles[13]).

Technical Assistance Comment #10 – Access Management

Access management is the coordinated planning, regulation, and design of access between roadways and land development. No specific policies related to access management were found in the Comprehensive Plan.

Recommendation for Technical Assistance Comment #10

FDOT recommends that the Village include an access management policy that specifically address access management along the Village's roadways. Examples of suggested policy language is as follows:

> *"The Village shall establish access management standards in the land development regulations to ensure appropriate access to the Village's transportation system."*

11 https://www.floridaftp.com/
12 https://www.floridaftp.com/
13 https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/planning/policy/metrosupport/resources/fdot_mpoguidebook_20181005.pdf?sfvrsn=7d194ed6_2

"The Village shall consult with F.A.C. 14-97.003 (Access Control Classification System and Access Management Standards) in the coordinating of planning, regulation, and design of access between roadways and land development to preserve the safety and efficiency of the transportation system."

Additionally, FDOT approval is required for any access or access modifications to SHS facilities. As a result, FDOT recommends that the Village coordinate directly with the FDOT District Access Management Manager for District Four, Carina Harvey (D4AccessManagement@dot.state.fl.us), regarding any access modifications along SHS facilities. For reference, Florida Administrative Code 14-96 and 14-97 provide standards for the State Highway System Access Control Classification System and Access Management. Additional information is available on the State's Access Management Guidelines[14] website, which includes the FDOT 2019 Access Management Guidebook.

Thank you for coordinating on the review of this proposed Comprehensive Plan EAR-based amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at d4-planningreviews@dot.state.fl.us or at (954) 777-4652.

Sincerely,

Kent Walia

Kent Walia
Planning Supervisor
Policy and Mobility Planning
Planning & Environmental Management Office
FDOT District Four

CC: Bonnie C. Landry, AICP, bonnie@bclandry.com Consultant, Village of Palm Springs
DCP External Agency Comments (dcpexter@commerce.fl.gov) – FloridaCommerce
Terri Stoutamire, Plan Processor, terri.stoutamire@commerce.fl.gov - FloridaCommerce
D4 Planning Reviews (d4-planningreviews@dot.state.fl.us) – FDOT District Four

14 https://www.fdot.gov/planning/systems/default.shtm

Village of Palm Springs EAR
Technical Review Comment Matrix
October 10, 2024

Source	Reference	Comment	Recommendation, if applicable	Village Response
TCRPC	Throughout	To provide consistency and make definitive statements of what the Village's comprehensive plan requires, goals, objectives, and policies should use "The Village shall/will" language		Noted.
TCRPC	Policy FLU 1.5.1	Policy FLU 1.5.1 needs to indicate when facilities and services will be required. It appears this policy is incomplete.		Update policy to specify that adequate facilities will be in place prior to issuance of certificate of occupancy, and that for water, availabilty must also be confirmed prior to building permit, per statute.
TCRPC	Throughout	Policies FLU 1.3.5; FLU 4.2.5; and TM 1.1.3; and Objective FLU 1.4 should update the name of the school district reference to the correct name "School District of Palm Beach County"		Updated each reference with the correct name.
TCRPC	Property Rights	Consistent with feedback Council has received on other local government comprehensive plans, for each of the policies in the Property Rights Element, it is recommended that "The Village shall consider" be added to the beginning of each policy.		Updated as recommended.
FDOT	FLUE	Policy FLU 1.1.4 states that the Village of Palm Springs will evaluate development applications for compliance with the goals, objectives, and policies of the Comprehensive Plan and the Land Development Code (LDC). [...] The FLUE does not indicate FDOT as a review agency related to (re)development that could potentially impact the SHS/SIS facilities.	[...] FDOT requests that the Village consider adding a new policy to include FDOT as a reviewer/partner agency in the (re)development review process for any new development and/or redevelopment project that could have an impact on State facilities. [...] Suggested policy language: ***"The Village shall coordinate, as appropriate, with the Florida Department of Transportation (FDOT) regarding pending land use amendments or land development decisions within the Village of Palm Springs. The Village will formally notify FDOT of pending planning and development activities with the potential to adversely impact S.R. 882/Forest Hill Boulevard, S.R. 887/Congress Avenue, S.R. 802/Lake Worth Road and/or S.R. 809/Military Trail or Strategic Intermodal System facilities. Comments from FDOT shall be considered prior to making a land use planning or development decision."***	Added as Policy FLU 1.4.4.
FDOT	FLUE	Policy FLU 1.1.4 states that the Village of Palm Springs will evaluate development applications for compliance with the goals, objectives, and policies of the Comprehensive Plan and the Land Development Code (LDC). [...] The FLUE does not indicate FDOT as a review agency related to (re)development that could potentially impact the SHS/SIS facilities.	Considering the Village's intent of guiding a mix of uses along commercial corridors and the CRA vision along State facilities, and of creating a safe network of multimodal transportation options, the Village should leverage resources offered by FDOT to assist in achieving compatible and complementary (re)development in relation to roadways, such as the FDOT context classification system. [...] The Village should consider adding a policy to coordinate with FDOT on context classification for the implementation of context-sensitive (re)development and roadways within the Village.	Added as Policy FLU 1.4.5
FDOT	Transportation	Per F.S. 163.3177, the TE should include future land use and transportation map series. The applicable maps are provided, however, throughout the document ,and not easily referenced.	Consider including a separate section with the existing conditions and future map series, especially related to the FLUE and TE. A dedicated appendix will aid the general public with ease of review and understanding of the Comprehensive Plan elements. This map series could be the Data Inventory and Analysis section of the Comprehensive Plan as a map series.	The map series is a separate tab following the GOPs in the agenda packet.
FDOT	Transportation	The TE includes refrences to FDOT's Functional Classification System; however, it does not reference context classification designations on the SHS.	Consider incorporating information on context classifications for State and other roadways in future plan updates, with language to review designations related to future (re)development.	Noted.
FDOT	Transportation	Policy TM 1.1.3 states that 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). However, there is no reference to coordination with FDOT.	Consider adding FDOT as a coordinating agency to achieve the Village's Vision Zero Plan. A major initiative within FDOT is the Target Zero Campaign. [...] FDOT offers numerous tools, data and additional resources that can aid the Village in achieving its Vision Zero objectives. To achieve the Vision Zero goals, the Village should leverage resources offered by FDOT.	FDOT and Target Zero Campaign included in coordination list.

Village of Palm Springs EAR
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Source	Reference	Comment	Recommendation, if applicable	Village Response
FDOT	Transportation	Goal TM 2 states that the Village seeks to provide a variety of transportation options to promote sustainability, reduce congestion and improve mobility. The supporting objectives and policies reference street design, land use decisions, transit, sidewalk, bikeway and micromobility as ways to improve mobility and safety. The objectives and policies do not specifically reference FDOT as a coordinating partner when developing modal options on the SHS.	FDOT recommends that the Village update policies under this goal to include coordination with FDOT regarding any mobility projects that, for example, could have an impact on the operations of the SHS. FDOT offers several initiatives to assist the Village in creating quality developments while protecting future mobility on the regional roadway network in addition to "Complete Streets", including modern roundabouts, lane elimination guidance and a commitment to pedestrian, bicyclist and driver safety.	FDOT coordination included throughout Goal TM 2 policies.
FDOT	Transportation	Policy TM 3.5.3 states that the Village shall prioritize transportation funding that results in Complete Streets, providing mobility for all transportation network users. However, there is no specific reference to coordination with the Palm Beach Transportation Planning Agency (TPA) regarding the TPA's adopted Complete Streets or Complete Streets Design Guidelines, nor specific coordination measures with the FDOT District Four Complete Streets Coordinator.	FDOT recommends that the Village add a new policy that requires coordination with the Palm Beach TPA and FDOT regarding any complete streets project that, for example, could have an impact on the operations of the SHS/SIS. Additionally, any new policy language should include references to incorporating context classification and Complete Streets Policy into future (re)development.	FDOT coordination included in Policy TM 3.5.3, and new Policy TM 3.2.14 added for context classification and Complete Streets.
FDOT	Transportation	The TE Data, Inventory and Analysis states that the 2031 Transit Development Plan and the 2045 Long Range Transportation Plan (LRTP) identify four Enhanced Transit Corridors with transit system priority (TSP), as well as Transit Hubs, as desired improvements within or proximal to the Village: Forest Hill Boulevard, Congress Avenue, Lake Worth Road, and Military Trail, and their intersections. The locations identified for transit enhancements are all located on the SHS. The Palm Beach TPA will be adopting its 2050 LRTP by December 2024. Fyi. *Please look at the Palm Beach TPA 2045 LRTP 561 Corridor Plan. Forest Hill Blvd and Lake Worth Rd are corridors on the plan. Please review the section of the plan and coordinate with Palm Beach TPA, if necessary, for more information.* [...] FDOT supports the use of transit and is available to assist the Village with the planning of transit enhancements or potential transit grant information, especially along the SHS.	FDOT recommends adding language that includes coordination with FDOT in support of transit improvements and technology in the Village. An additional resource offered by FDOT that can be leveraged by the Village is the Commuter Assistance Program. [...]	FDOT coordination included throughout Goal TM 2 policies.
FDOT	Transportation	The TE includes multiple references to improvements geared towards pedestrian and bicyclist mobility, however, there is no mention of education or outreach.	FDOT recommends that the Village add language related to pedestrian and bicycle outreach and education, and to coordinate with the FDOT District Four Pedestrian and Bicycle Coordinator and Safety Coordinator regarding community outreach activities as well as resources available to agencies to address pedestrian and bicycle safety education and enforcement. [...] The statewide Pedestrian and Bicycle Safety Coalition [...] is available to assist the Village with safety related community events, high visibility enforcement funding, free bicycle helmets, pedestrian and bicycle trainings, etc.	Added Policy TM 1.1.6
FDOT	Transportation	Although the Village is not a coastal town, extreme weather and climate related shocks (e.g., hurricanes) and stressors (e.g., changing/increasing rainfall and extreme heat) are affecting and will increasingly affect inland as well as coastal areas in Palm Beach County. With known or potential extreme weather/climate impacts, the Village's Comprehensive Plan should incorporate resiliency strategies that provide for mitigation and adaptation for the protection of the community. [...] As the County grows, there will be increasing need for daily travel between the Village and adjacent communities. The need aligns with the 2045 Florida Transportation Plan's (FTP) agile, resilient, and quality infrastructure goal to maintain vulnerable/at risk transportation infrastructure and incorporate new technologies/design practices into Florida's next-generation corridors to meet changing user needs. [...] FDOT notes that TE and the TE Data and Analysis sections do not include direct references to sustainable communities and transportation as described above.	FDOT encourages the Village to consider adding goals, objectives, and policies to the TE, consistent with the FTP, that specifically address resilient and sustainable communities and known, and potential transportation (and other) infrastructure needs by the Comprehensive Plan's horizon year. [...] Policy topics could include the following from the FTP: -Retrofit, adapt, or provide more diversity in the location of critical infrastructure to reduce vulnerability to extreme weather and other environmental conditions. -Incorporate the risks of extreme weather and other environmental conditions into long-range planning, project development, design, operations, and asset management decisions for all modes. -Adapt planning, design, construction, maintenance, and operations practices to reflect changing customer expectations, new technologies, changes in the size and characteristics of vehicles, and locations of major developments. FDOT recommends the Village utilize the growing body of studies and tools available to address vulnerable/at risk transportation infrastructure in Southeast Florida which may be useful to the Village as it updates its Comprehensive Plan, including but not limited to the following: FTP-SIS Automated, Connected, Electric and Shared Vehicles (ACES) initiative; FTP Resilience Initiative and the FDOT ACES Guidance Report.	Noted.

Village of Palm Springs EAR
Technical Review Comment Matrix
October 10, 2024

Source	Reference	Comment	Recommendation, if applicable	Village Response
FDOT	Transportation	Access management is the coordinated planning, regulation, and design of access between roadways and land development. No specific policies related to access management were found in the Comprehensive Plan.	FDOT recommends that the Village include an access management policy that specifically address access management along the Village's roadways. Examples of suggested policy language is as follows: "***The Village shall establish access management standards in the land development regulations to ensure appropriate access to the Village's transportation system.***" and ***"The Village shall consult with F.A.C. 14-97.003 (Access Control Classification System and Access Management Standards) in the coordinating of planning, regulation, and design of access between roadways and land development to preserve the safety and efficiency of the transportation system."*** Additionally, FDOT approval is required for any access or access modifications to SHS facilities. As a result, FDOT recommends that the Village coordinate directly with the FDOT District Access Management Manager for District Four regarding any access modifications along SHS facilities.	Added Policy TM 3.1.13

FUTURE LAND USE ELEMENT
Data, Inventory and Analysis

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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 the 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 2,249 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.

PLANNING HORIZONS

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 FY2035 for the short-term planning period and FY2045 for the long-term planning period.

PURPOSE

The purpose and intent of the Future Land Use (FLU) Element is to designate the proposed future general distribution, location, and extent of the uses for residential uses, commercial uses, recreation, conservation, education, public facilities, and other categories of the public and private uses of land. 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 OF FUTURE LAND USE ELEMENT

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 and their vision for the Village and provides a roadmap to realize this vision. 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. Future land use designations also establish a range of densities (number of residential units per acre) and intensities (Floor Area Ratio for non-residential and mixed-use development) for each land use category. However, this 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.

STATUTORY REQUIREMENTS

Florida Statutes (Statute 163.3177) require that the Future Land Use Element will be based upon data including studies and surveys. The Florida Office of Economic and Demographic Research provides data from the University of Florida Bureau of Economic and Business Research and the US Census. Both were used as data sources for the Village of Palm Springs Comprehensive Plan. Data sources analyzed include but are not limited to:

- Florida Office of Economic and Demographic Research (OEDR)
- U.S. Census Bureau Decennial Census
- U.S. Census Bureau American Community Survey (ACS)
- University of Florida (UF) - Bureau of Economic and Business Research (BEBR)

In evaluating the data from all sources, this data report and map series will provide estimates of:

- The amount of land required to accommodate anticipated "medium" growth projections.
- The projected permanent and seasonal population of the area.
- The character of undeveloped land.
- The availability of water supplies, public facilities, and services.
- The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.
- The discouragement of urban sprawl.
- The need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy.

PROJECTED PERMANENT POPULATION OF THE AREA

Per Chapter 163, F.S., the Comprehensive Plan shall be based upon permanent and seasonal population estimates and projections, using data published by OEDR or generated by the local government based upon a professionally acceptable methodology. Because OEDR provides information supplied by BEBR, population projections below are limited to permanent residents only, as outlined in BEBR's projection methodology.

Population projections for the Village of Palm Springs are derived from the current UF BEBR Estimates of Population by County and City released in April 2023, which references the 2020 Decennial Census, as well as the current BEBR Projections of Population by County released in April 2023.

The Decennial Census population in 2020 for the Village of Palm Springs was 26,890 permanent residents, an increase of more than 42% from the 2010 population of 18,928. This significant increase is primarily a result of annexations, new multifamily development, and general baseline population growth trends.

TABLE FLU 1-1 ESTIMATES OF POPULATION BY COUNTY AND MUNICIPALITY, 2020-2022

	April 1, 2023 Estimate	Total Change 2020-2022	% Change 2020-2022	April 1 2020 Census
Palm Beach County	1,518,152	25,961	+ 1.74%	1,492,191
Village of Palm Springs	27,167	277	+ 1.03%	26,890

Source: UF BEBR Florida Estimates of Population 2023 (April 2023)

Because much of the Village is built out, it is unlikely that its population will increase at the same rate as estimates for Palm Beach County generally, where most growth will come from new development and re-development, as supported by the comparison of growth rates between 2020 and 2022. It can be anticipated that the baseline Village growth rate will be lower than Palm Beach County due to lack of large undeveloped areas in the Village. However, future annexation into the Village and the redevelopment of more multi-family and mixed-use projects would increase population periodically.

Given the complexity of population projections for municipal jurisdictions which can grow via annexation in addition to traditional new and re-development, this analysis uses the Palm Beach County Population Allocation Model (PAM). The County prepares the PAM every other year as a tool for long-range service delivery planning, incorporating the U.S. Decennial Census, OEDR/BEBR projections, and localized data for finer calibration including land use changes, approved or expired residential projects, annexations, and local Traffic Analysis Zone (TAZ) information.

TABLE FLU 1-2 PROJECTIONS OF POPULATION BY COUNTY AND MUNICIPALITY, 2020-2045

	2020*	2022	2025	2030	2035	2040	2045
County Population	**1,492,191**	1,518,152	1,568,300	1,641,900	1,698,000	1,741,500	1,776,900
County Growth Rate		1.74%	3.30%	4.69%	3.42%	2.56%	2.03%
Village Population	**26,890**	27,103	27,855	29,735	30,958	31,809	32,437
Village Growth Rate		0.79%	2.77%	6.75%	4.11%	2.75%	1.97%

Sources: Projections of Florida Population by County, 2025–2050 (2023), Palm Beach County PAM Countywide Population Projections through 2050 by Jurisdiction (2023)

**Note 2020 Populations reflect U.S. Census Bureau Decennial Census counts.*

Non-permanent / Seasonal Population

The Village's estimated non-resident population includes seasonal residents as well as hotel, motel, and short-term rental. According to the "Palm Beach County Profile" population, demographic, and economic data sheet prepared by the Palm Beach County Planning Division on March 2, 2023, there was an estimated 1,456 additional seasonal population in 2020, based on the US Census Bureau 2020 census number of seasonal housing units and average household size. It is unlikely that the seasonal population will grow at the same rates as permanent residents.

There is currently one (1) 16-room motel within the Village, Congress Motel, which primarily serves as apartments but also offers rooms by the hour or day. According to the Palm Beach County Tourist Development Council, hotel occupancy rates were roughly 64% in calendar year 2021, and more recent reporting from Discover the Palm Beaches has shown relatively consistent similar rates in May, June, and July 2023. Assuming all 16 rooms at

Congress Motel are available for temporary accommodation, and a US average household size of 2.5 (visitor households traveling together), the Village can estimate roughly 25 non-permanent visitors from the motel.

There are two proposed hotel facilities currently in the development review pipeline which are anticipated to provide an additional 264 rooms. As above, with an estimated hotel occupancy rate of 64% and a US average household size of 2.5, the Village can reasonably anticipate an additional 422 non-permanent visitors with these hotels.

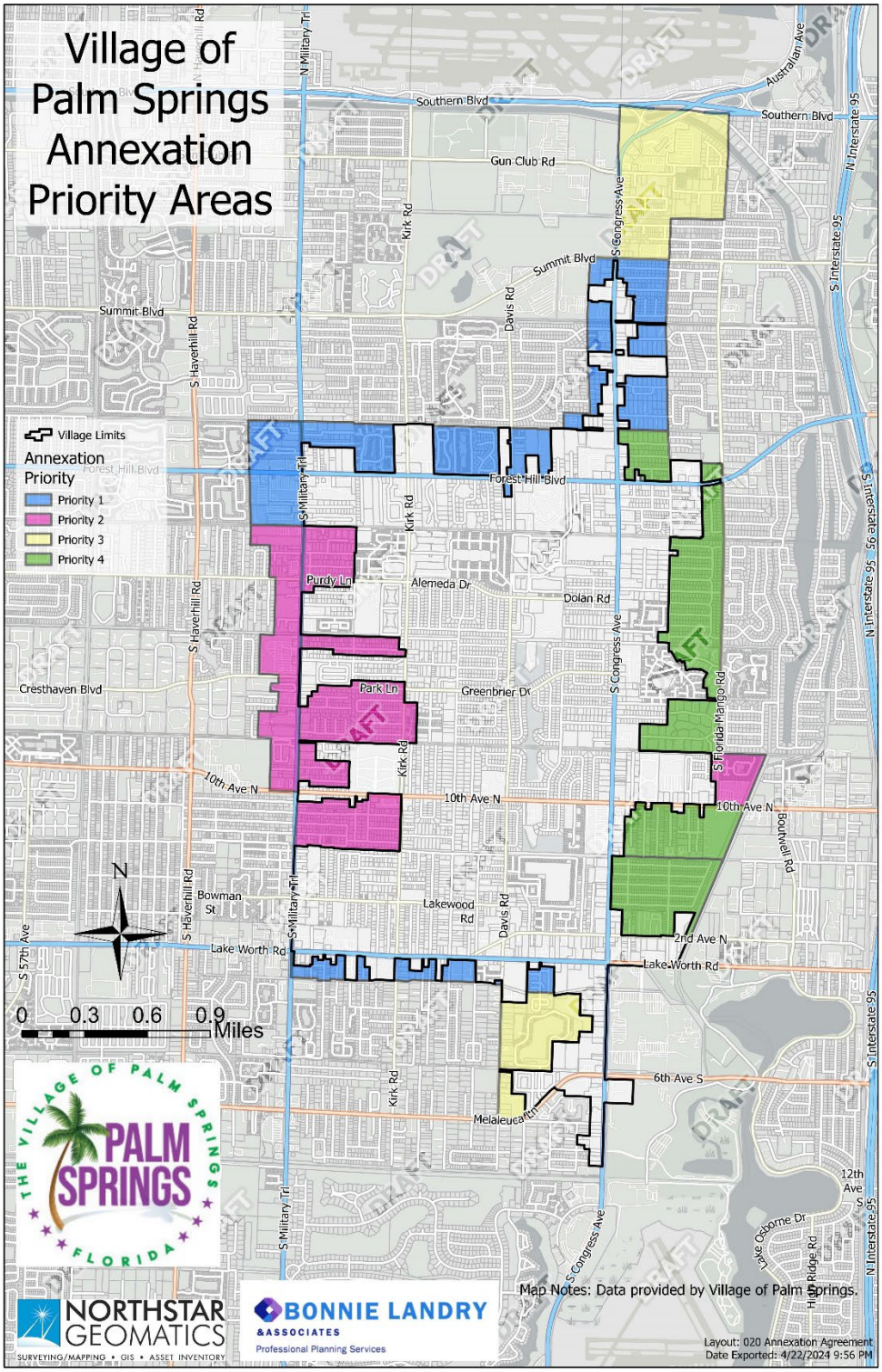
There are also several housing units listed for short-term rental on platforms such as Airbnb and VRBO. According to the ACS 2022 5-year estimates, there were 1,217 vacant housing units in the Village. According to DoorLoop.com, 2023 short-term rental occupancy rates are estimated to be 56.4%. With a 2022 ACS estimated US average household size of 2.5, an additional upper-limit population of 1,715 non-permanent visitors can be estimated assuming all vacant units are listed for short term rental. Visitor trends will vary.

ANNEXATION

In 2005, the Village completed an Annexation Plan with Palm Beach County, prioritizing future annexation areas and formalizing land use and zoning for compatibility. Since then, the Village has incorporated parcels primarily to the north along Congress Ave., west toward Military Trail and south along Congress Avenue to Melaleuca Lane: some or most of Areas 1, 3, 6, 6a, 9, and 10, as well as the easternmost portion of Area 2, which was designated a Low priority area.

The Village is working to reprioritize annexation with a renewed focus on annexing remaining properties within the Lake Worth Road corridor, the Forest Hill Boulevard corridor, and the area along Congress Avenue north of Forest Hill Boulevard. The Village is no longer planning for annexation in the northwest and southwest areas of the previous annexation plan with Palm Beach County.

FIGURE FLU 1-1 VILLAGE OF PALM SPRINGS ANNEXATION PRIORITY AREAS



Sources: Village of Palm Springs, BCLA

LAND NEEDED TO ACCOMMODATE FUTURE GROWTH

The Future Land Use Map (FLUM) lays out the locations for residential, mixed use, commercial, industrial, public, education, and conservation uses. Among the primary objectives of the Village's Comprehensive Plan is to protect the residential character of the Village Core. Opportunities for medium and high-density residential or mixed-use development are limited to primary arterial and collector roadways.

Table FLU 1-3 below lists the current inventory of Future Land Uses in the Village. The Village has identified the need to update and reorganize its list of uses to address, for instance, inconsistencies across Public Buildings and Facilities and Other Public Facilities uses. The Village will amend FLU Element policies and Land Development Regulations accordingly.

TABLE FLU 1-3 VACANT LAND USE INVENTORY

Land Use Type	Total Acreage	Vacant Acreage
Low Density Residential	755.4 acres	19.8 acres
Medium Density Residential	532.5 acres	25.0 acres
High Density Residential	124.5 acres	29.2 acres
Mixed Use	20.9 acres	20.2 acres
Commercial	601.4 acres	49.0 acres
Light Industrial	35.4 acres	7.0 acres
Education	45.4 acres	0 acres
Public Buildings and Facilities	60.0 acres	0 acres
Other Public Facilities	25.3 acres	0 acres
Conservation	45.7 acres	0 acres

Source: BCLA

CHARACTER OF UNDEVELOPED LAND

It is important to note that the Village is mostly built out, and there are a small number of vacant parcels remaining for new development. The table summarizes the vacant lands as of last GIS aerial base map which can be built with residential uses. Included are properties categorized Commercial and Light Industrial FLU which may now be required to allow multifamily residential or mixed use, as stipulated in the 2023 Live Local Act amendments to Section 125.01055, F.S.

Among other changes to statutes, the Live Local Act requires local governments to allow multifamily and mixed-use residential uses on Commercial, Light Industrial, and Mixed-Use parcels if at least 40 percent of the proposed rental units are affordable (420.0004, F.S.) for at least 30 years. Densities for projects authorized by this Act may not be

restricted below the highest allowable densities for residential land uses, and building heights may not be restricted below the highest currently allowed height within 1 mile of the proposed project, or three stories, whichever is higher, under this exception. From the text:

166.04151(7)(a), F.S., *A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.*

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

TABLE FLU 1-4 VACANT LAND AND FUTURE POPULATION CAPACITY

Future Land Use	Maximum Residential Density	Vacant Land Acreage	Maximum Number of Dwelling Units	Average Household Size	Accommodated Population
Low Density Residential	5.8 units/ac	19.8 acres	114 units	3.02	346 people
Medium Density Residential	10.0 units/ac	25.0 acres	250 units	3.02	755 people
High Density Residential	19.0 units/ac	29.2 acres	554 units	3.02	1,675 people
Mixed Use	35.0 units/ac[1]	20.2 acres[2]	707 units[2]	3.02	2,135 people[2]
Commercial	35.0 units/ac[1]	49.0 acres	1,715 units	3.02	5,179 people
Light Industrial	35.0 units/ac[1]	7.0 acres	245 units	3.02	739 people

Source: BCLA

TABLE FLU 1-5 PROJECTED VILLAGE POPULATION INCREASE 2020-2045

	2020	2025	2030	2035	2040	2045
Population	26,890	27,855	29,735	30,958	31,809	32,437
Population Increase, 5-yr		965	1,880	1,223	851	628
Percent Increase, 5-yr		+3.59%	+6.75%	+4.11%	+2.75%	+1.97%
Population Increase - 2020		965	2,845	4,068	4,919	5,547
Percent Increase - 2020		+3.59%	+10.6%	+15.1%	+18.3%	+20.6%

Source: U.S. Census Bureau 2020 Decennial Census; Palm Beach County PAM Countywide Population Projections through 2050 by Jurisdiction (2023); BCLA

Tables **FLU 1-4** and **FLU 1-5** compare available vacant land for residential development and how many residents this can accommodate alongside population projections. Based upon this analysis, the Village has vacant residential and mixed-use land to accommodate 3,932 additional residents, or roughly 70% of the projected population growth by 2045. The additional 30% can be accommodated by allowing residential uses in vacant Commercial, Light Industrial, and maximum-density Mixed-Use under the provision of the Live Local Act. Combined, a total of roughly 10,829 additional residents could possibly be accommodated across vacant Residential, Mixed-Use, Commercial, and Light Industrial uses considering the Live Local Act, nearly double the projected incremental growth of 5,547 by 2045.

[1] If a project is authorized under Live Local Act, densities may not be restricted below the highest density allowed on *any* land where residential development is allowed: 35 units per acre in College-Hospital Overlay

[2] Village may possibly apply land use requirements in Mixed-Use projects authorized under the Live Local Law, so effective acreage applicable to residential use, units, and accommodated population may be lower than this amount.

The Village should attempt to direct additional residential development toward the commercial corridors in line with its vision plan for redevelopment through zoning other incentives, to disincentivize potential developments in other non-target industrial or commercial properties.

HOUSING UNITS AND HOUSEHOLD SIZE

The average household size in the Village of Palm Springs is 3.02 residents, with an estimated 26,540 residents in households and 8,800 occupied housing units in the Village, according to the U.S. Census Bureau 2022 ACS 5-Year Estimates.

AVAILABILITY OF WATER SUPPLIES, PUBLIC FACILITIES AND SERVICES

Most properties within the Village are provided water and sewer service by the Village of Palm Springs Utilities Division (VPSUD). VPSUD also provides utilities service to areas outside of the Village municipal boundaries: Greenacres, Lake Clarke Shores, and unincorporated Palm Beach County. Village properties north of Forest Hill Boulevard and south of Lake Worth Road are primarily served by Palm Beach County Utilities. Some select Village properties east of Congress Avenue are served by the City of Lake Worth Utilities, and the southernmost portion of the Village west of Congress Avenue south of Roberts Lane is served by the City of Atlantis Utilities.

Per the Village's 2020 Water Supply Facilities Work Plan (WSFWP), there are several small areas of domestic self-service within the Village, however there is no future increase in domestic wells anticipated; the Village is actively working to incorporate these areas as capital improvement funding allows for distribution system expansion and in compliance with the most recent Village Comprehensive Plan. In addition, utility connection coordination will be completed as areas are considered for future annexation into the village.

VPUSD currently operates under a Water Use (WU) permit issued by the South Florida Water Management District (SFWMD) in 2009, set to expire in 2029. The current recommended maximum raw water withdrawal permitted is approximately 4.62 million gallons per day (MGD) from 17 wells within 2 wellfields. VPUSD maintains two (2) water treatment plants (WTP) with a total design capacity of 10 MGD. The WTPs operate in an interconnected transmission and distribution system. The treatment of raw water consists of ion exchange followed by lime softening, filtration, disinfection, storage, and pumping into the distribution system. initiatives are estimated to produce an additional 0.5 MGD, exceeding projected supply shortfalls.

The treatment process for potable water and wastewater meets all of the requirements established by the federal, state, and local regulatory agencies. Additional information about water and sewer capacity can be found in the data analysis for the Infrastructure and Water Resources element.

According to the current 2020 WSFWP, current growth projections for the entire VPUSD service area, which includes properties within and outside of the Village municipal boundaries, are anticipated to result in potable water demands which exceed allocated limits in the current WU permit by 2029. The Village has planned for this possibility and is working with the SFWMD on projects and agreements to increase water supply, including the R.L. Pratt Washwater Recovery Basin and the bulk purchase of water from Palm Beach County Water Utilities. These initiatives are projected to satisfy water supply deficits throughout the planning horizon.

Wastewater collection and transmission infrastructure is owned, operated, and maintained by the Village within the VPSUD service area, consisting of 86 miles of gravity sewer collection piping, 54 lift stations and pumping stations, and 17 miles of wastewater transmission force mains. However, VPSUD does not manage its own wastewater

treatment and disposal facilities. Wastewater collected from the VPSUD service area is pumped to Lake Worth Utilities and Palm Beach County Utilities, for treatment and disposal.

COMMUNITY REDEVELOPMENT AREA DISTRICTS

On September 16, 2019, the Palm Beach County Board of County Commissioners adopted Resolution No. R2019-1463 delegating the exercise of powers conferred by Chapter 163, Part III, Florida Statutes, "The Community Redevelopment Act of 1969" to the Village Council of the Village of Palm Springs, with the conditions outlined in an Interlocal Agreement. As a result, the Village Council adopted Ordinance No. 2019-19 establishing the Palm Springs CRA with two (2) separate districts - Congress Avenue District (221 acres) and the Lake Worth Road District (291 acres).

The Congress Avenue District (221 acres) is generally located along the Congress Avenue corridor, north of the L-8 canal to the northern Village limits near Summit Boulevard and includes parcels along Forest Hill Boulevard east of Dalinda Lane.

The Lake Worth Road District (291 acres) is generally located along the Lake Worth Road corridor, between Military Trail and the Keller Canal, and includes parcels along Military Trail south of the L-11 canal and parcels along Congress Avenue south of Scanlan Avenue.

Based on community input, the redevelopment plan summarizes the CRA's physical and economic conditions and the challenges and opportunities facing the community. Redevelopment strategies and an Implementation Plan are included that will enable the Village to stimulate and encourage economic development, provide increased public amenities, improve pedestrian/bicycle safety, and effectively manage redevelopment within the CRA to realize the Village's vision and long-term community goals. Short-term (up to two years) and long-term (up to ten years) capital improvement projects and other programs/activities are identified as a means of addressing these issues in a way that will maximize leveraging of local, state and federal resources in the implementation of the plan.

The original 2019 Community Redevelopment Plan established the CRA and focused on intergovernmental coordination due to identified planned capital projects by external agencies. The updated 2021 Community Redevelopment Plan sought to leverage those projects to create unique spaces and targeted economic development sites, as well as establish stand-alone CRA programs.

The final work plan includes many programming recommendations, ranging from short-term to long-term and low-cost to high cost. Immediate and near-term strategies include the CRA focusing on establishing a brand and corresponding Placemaking strategies. Much of this work will require internal coordination between the Finance, Engineering, and Legal departments. The Village staff will utilize the plan to direct the use of TIF funds for capital projects which should focus on unique experiences that are not potentially funded through external agencies. Existing and proposed Capital projects include the extension on the Congress Avenue force main, the exploration of the creation of a canal pedestrian network, installation of street trees and street furniture, and the purchase of key redevelopment sites for public/private partnerships.

Based on community input, the redevelopment plan summarizes the CRA's physical and economic conditions and the challenges and opportunities facing the community. Redevelopment strategies and an Implementation plan are included that will stimulate and encourage economic development, provide increased public amenities, improve pedestrian/bicycle safety, and effectively manage redevelopment within the CRA to realize the Village's vision and long-term community goals. Short-term (up to two years) and long-term (up to ten years) capital improvement

projects and other programs/activities are identified as a means of addressing these issues in a way that will maximize the leveraging of local, state and federal resources in the implementation of the plan.

VISION PLAN 2023

In April 2023, the Village Council, Community Redevelopment Agency (CRA) and Planning and Zoning Board held a Joint Meeting Workshop Session to view examples of development scenarios and understand the interrelationships of height, open space and building coverage. The meeting provided development scenarios to visualize different intensities of site development and how as the height of a building increases the building footprint decreases. The group agreed to preserve the residential core neighborhoods and focus development and redevelopment efforts to the commercial corridor. The form of the development and redevelopment would be context sensitive so that building placement and building height could be different depending upon what road the buildings faced. The participants felt that the building intensity of commercial land uses could be increased to a 1.5 Floor Area Ratio (FAR). The final recommendation was to establish a new Future Land Use (FLU) category to apply to select commercial parcels outside of the Residential Core and a corresponding Zoning District that allows for heights greater than 4 feet by right and incentivize heights greater than 4 stories if the project includes site amenities including but not limited to Job Creation, Public Gathering Space, Public Art, Landscaping that goes beyond the minimum requirements.

AREA AIRPORT LAND USE AND ZONING IMPACTS

The Village is located within height and land use regulated areas for two airports: Palm Beach International Airport to the north of the Village and Palm Beach County Park/Lantana Airport to the south.

Palm Beach County's Airport Zoning Ordinance regulates the height of structures within 20,000 feet of airport runways (Zone 1), as well as land uses within 10,000 feet (Zone 3). Development applications must be reviewed by FAA and Department of Airports for compliance with height regulations of the Airport Zoning Ordinance:

Except as otherwise provided, no obstruction including any structure or object of natural growth, shall be erected, altered, or be maintained without prior approval by the Department of Airports or County Planning and Zoning Board, which is or would be an obstacle to air navigation or of a height greater than:

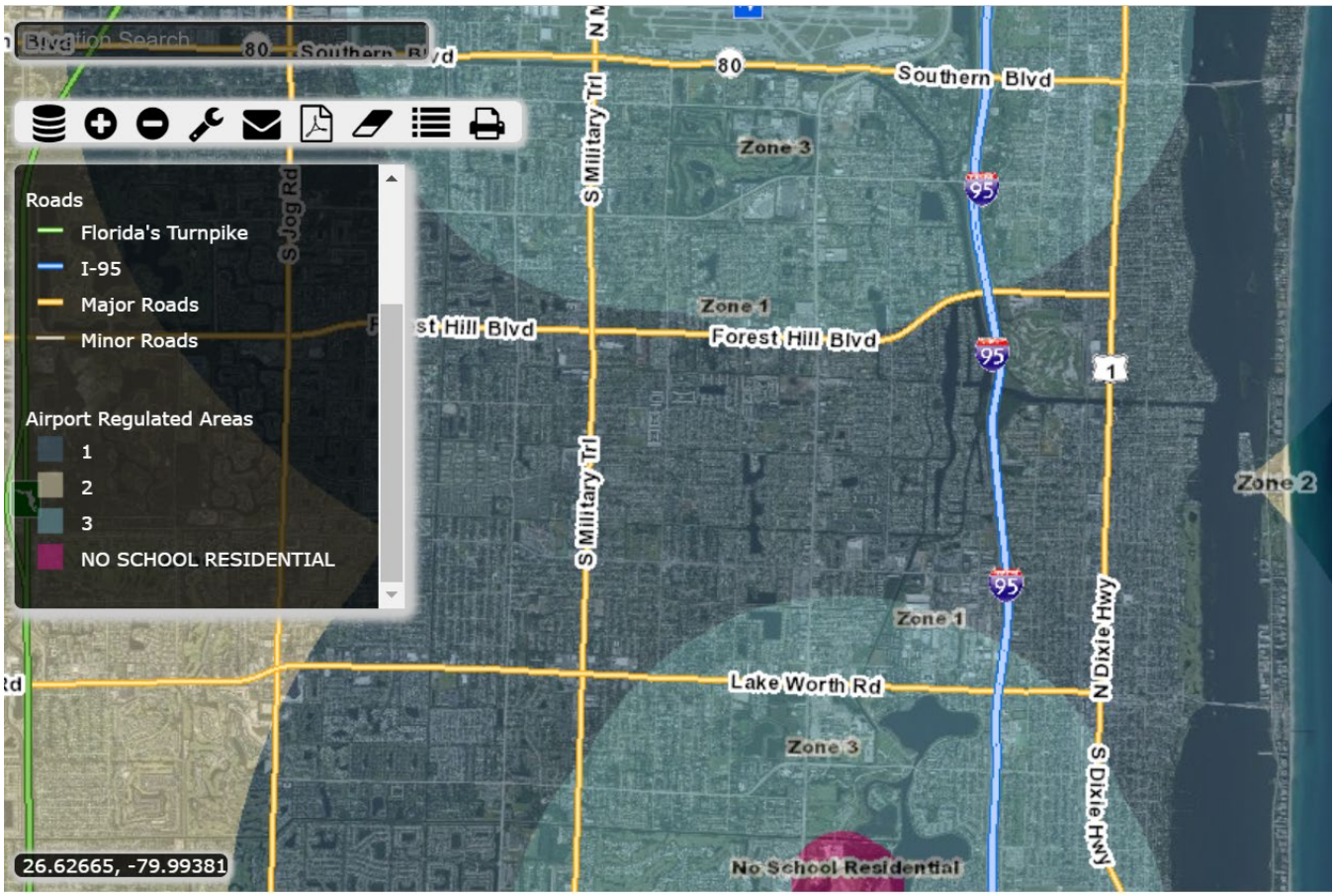
a. 500 feet above ground level at the site of the object;

b. 200 feet above ground level or the established airport elevation, whichever is higher. These heights shall be measured within three nautical miles of the established reference point of an airport; and which height increases up to a maximum of 500 feet, at a slope of one foot vertically for every 100 feet horizontally, for a distance of 50,000 feet; or,

c. Any object within the approach segment, departure area, or any missed approach or circling approach area which is determined by the Director of Airports, or designee, to be a hazard to the safe and efficient use of airspace around an airport.

Additionally, although the County's Airport Zoning Ordinance does not restrict land uses within the specific Airport Land Use Noise Zones (ALUNZ) which include the Village, it acknowledges that land uses within this zone may be subject to aircraft noise that may be considered objectionable.

FIGURE FLU 1-2 AIRPORT REGULATED AREAS



Source: Palm Beach County GIS

DISCOURAGEMENT OF URBAN SPRAWL

Florida law requires that all comprehensive plans discourage urban sprawl. The Village of Palm Springs is located within a fully urbanized area in eastern Palm Beach County and therefore does not encourage urban sprawl. Further, the Village is located within the County's Urban Redevelopment Area and as such is designated as an area to provide for additional development in order to discourage potential sprawl on the western margins of the County.

NEED FOR JOBS AND ECONOMIC DEVELOPMENT

Florida Statutes require that Comprehensive Plans address the need for job creation, capital investment, and economic development that will strengthen and diversify the community's economy. According to the American Community Survey 2022 5-year Averages from the US Census Bureau, the Village of Palm Springs has a labor force participation rate of 70.7% and an unemployment rate of 6.9%, both higher than Palm Beach County and the State of Florida generally. Median earnings for female fulltime, year-round workers are $33,862 and median earnings for male fulltime, year-round workers is $40,603. The median overall Village household income is $55,254, which is below the overall Palm Beach County median of $76,066 and the Florida median of $67,917. Village residents have lower educational attainment rates, with 73.8% having graduated high school and 16.8% holding a

bachelor's degree or higher, compared with the Palm Beach County's rates of 89.0% and 38.8% respectively, and the Florida's rates of 89.3% and 32.3%, respectively. Village residents are more likely to receive SNAP and cash assistance benefits than Palm Beach County and Florida residents generally, but they are significantly less likely to receive Social Security or retirement income than County and State residents.

TABLE FLU 1-6 VILLAGE RESIDENT PROFILE COMPARED TO COUNTY AND STATE

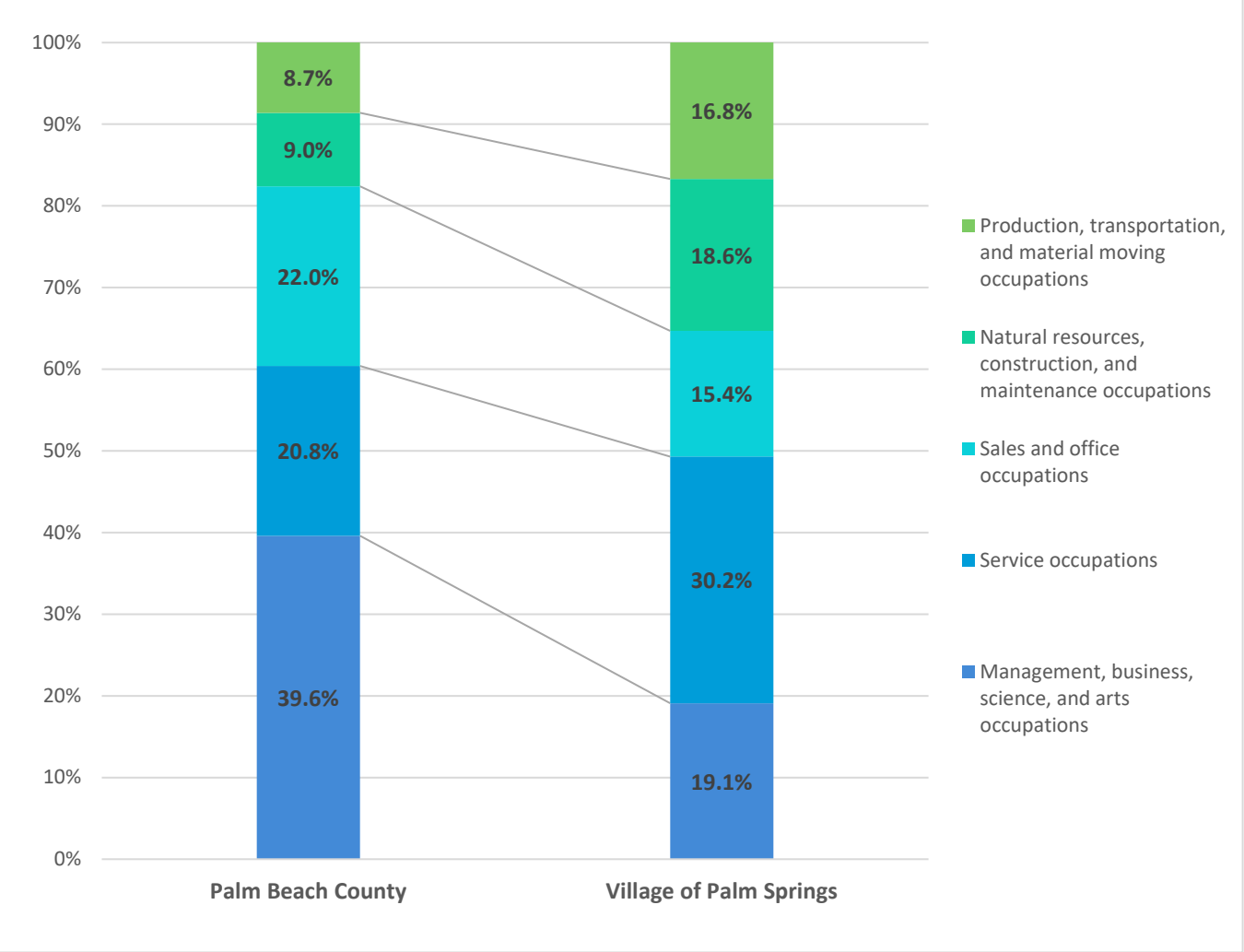
	Village of Palm Springs	Palm Beach County	Florida
Median Household Income	$55,254	$76,066	$67,917
Median Earnings for Female Full-Time, Year-Round Workers	$33,862	$48,972	$45,410
Median Earnings for Male Full-Time, Year-Round Workers	$40,603	$58,280	$53,846
Average Household Size	3.02	2.49	2.53
Labor Force Participation Rate	70.7%	59.5%	59.4%
Unemployment Rate	6.9%	5.8%	5.0%
Family Poverty Rate	12.6%	7.9%	9.1%
Households with Cash Public Assistance	4.4%	2.1%	2.5%
Households with SNAP Benefits in Past 12 Months	21.2%	10.10%	13.0%
Households with Social Security	23.4%	40.3%	36.9%
Households with Retirement Income	10.5%	24.5%	24.7%
Households renting vs owner	55.1%	30.5%	33.1%
Language other than English Spoken at Home	71.2%	33.4%	29.9%
Speak English Less than "Very Well"	39.6%	14.1%	11.9%
Educational Attainment – Population 25 years and over with a High School Diploma or Higher	73.8%	89.0%	89.3%
Educational Attainment – Population 25 years and over with a bachelor's degree or Higher	16.8%	38.8%	32.3%
Median Age	36.2	45.2	42.4

Source: U.S. Census Bureau 2022 American Community Survey, 5-Year Estimates

Compared with Palm Beach County and the State of Florida, labor force participation in Palm Springs is high; but wages are lower, and poverty is higher. Home ownership is also lower. Contributing to this, Village residents have a higher-than-average employment rate in service occupations which tend to pay lower wages than jobs in sales and management. Local language barriers could also be a contributing factor with 39.6% of the population reporting that they speak English "less than very well". Educational Attainment in the Village is also less than county and state averages. The Village could consider partnering with the School District of Palm Beach County who offers English classes to adults wishing to improve their English language skills as well as providing a path to achieving a GED.

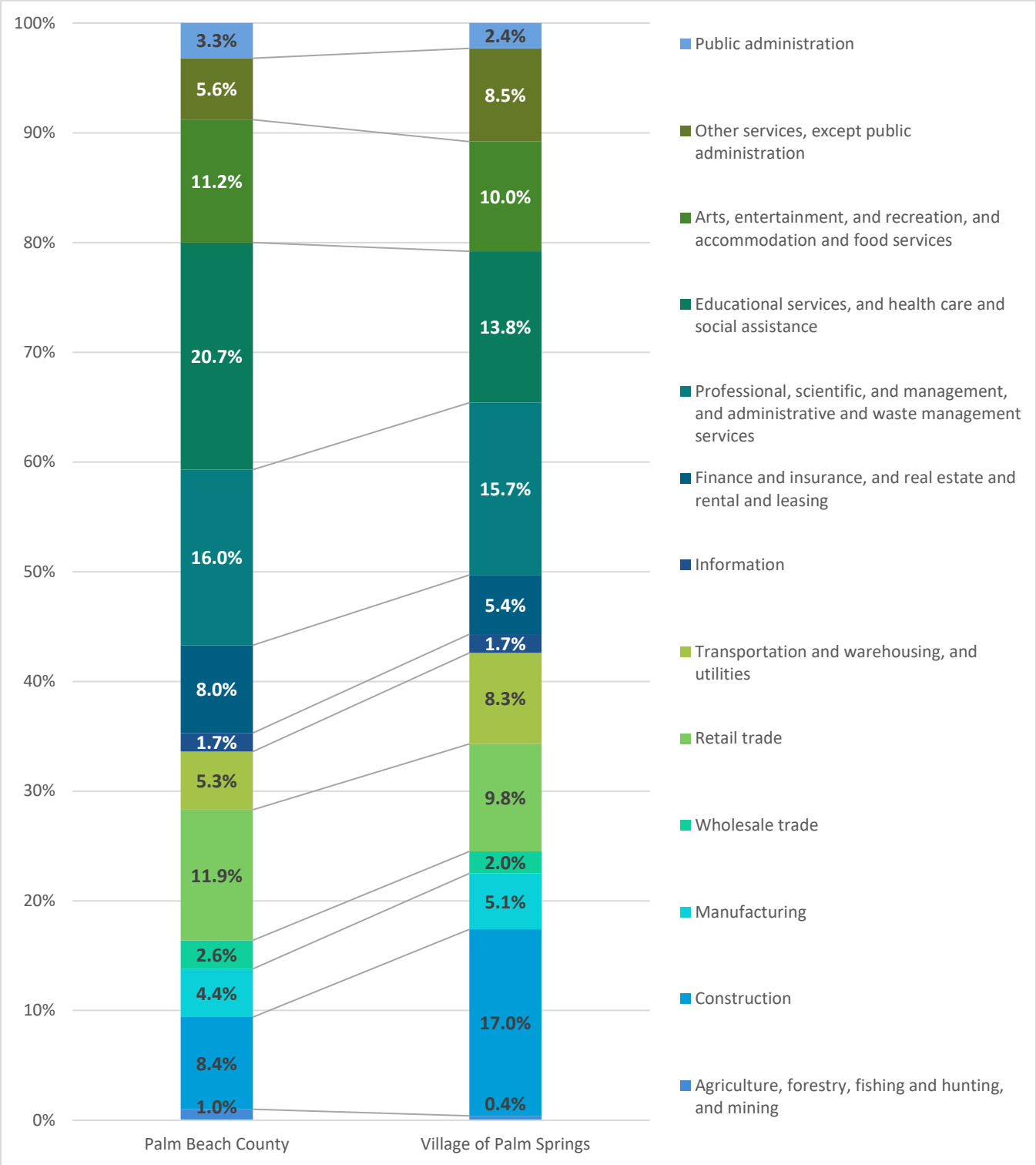
For trade and job skills, the Village could partner with organizations such as Career Source of Palm Beach County which provides job training for higher wage occupations such as health care and information technology. A side benefit to filling local jobs with residents is a reduction of vehicle miles traveled and an increase in the likelihood of achieving home ownership.

FIGURE FLU 1-3 SHARE OF WORKERS BY OCCUPATION, VILLAGE VS. COUNTY



Source: U.S. Census Bureau 2022 American Community Survey, 5-Year Estimates

FIGURE FLU 1-4 SHARE OF WORKERS BY INDUSTRY, VILLAGE VS. COUNTY



Source: U.S. Census Bureau 2022 American Community Survey, 5-Year Estimates

COVID-19 PANDEMIC

In early 2020, an infectious disease caused by a newly discovered coronavirus, COVID-19, became a global pandemic and resulted in nationwide spikes in unemployment due to the closing of businesses. Service and travel industries such as gyms, hotels, restaurants, and airlines were most affected due to social distancing restrictions. The Village of Palm Springs' residents are more likely to be employed by service industries such as these so this too may have contributed to the lower wages and lower home ownership.

That said, all industries were impacted in some way, and since the outset of the pandemic, new trends have emerged including increasing remote-work / work-from-home for certain occupations. Village workers are less likely to have management, business, science, arts, sales, or office occupations, so are less likely to work from home.

TABLE FLU 1-7 WORKING POPULATION OF RESIDENTS AGED 16 AND OLDER

Village of Palm Springs	Total	Percent
Population 16 and older	20,953	78.5%
Workers aged 16 to 64 who worked full-time, year-round	9,985	68.7%
Workers aged 16 to 64 who worked less than full-time	4,545	25.8%
Workers aged 65-69 who worked in the past 12 months	419	38.1%
Workers aged 70 and older who worked in the past 12 months	370	16.6%
Mean usual hours worked for workers 16 to 64 years	38.3	
Median age of workers 16 to 64 years	40.5	

Source: U.S. Census Bureau 2022 American Community Survey, 5-Year Estimates

Nearly 70% Village residents 16-64 work full-time, year-round, and an additional roughly 26% work less than full-time. Older, retirement-age residents are also likely to work either full or part-time. More than 38% of residents aged 65-69 years worked in the past 12 months, and more than 13% worked full-time. Of residents 70 and older, more than 16% worked in the past 12 months, and more than 7% worked full-time. Overall, Village retirement-age residents were more likely to work and to work full-time than the average Palm Beach County or Florida resident.

NEED TO MODIFY LAND USES AND DEVELOPMENT PATTERNS WITHIN ANTIQUATED SUBDIVISIONS

Florida Statute 163 requires that Comprehensive Plans address the need to modify land uses and development patterns particularly with antiquated subdivisions. The current land patterns have been established over the past 60 years and are well planned. There is no recommendation to modify the land use patterns in the Village of Palm Springs.

HISTORIC RESOURCES

No Florida or nationally registered historical sites exist in the Village currently. As required, the Comprehensive Plan will include specific objectives and policies related to undiscovered or unregistered historical or archeological resources on both public and private land in the Housing Element.

ADDITIONAL INFORMATION FROM VISIONING WORKSHOPS

According to the results concluded at the June 22, 2023 Joint Workshop live polling activity, the following statement is true:

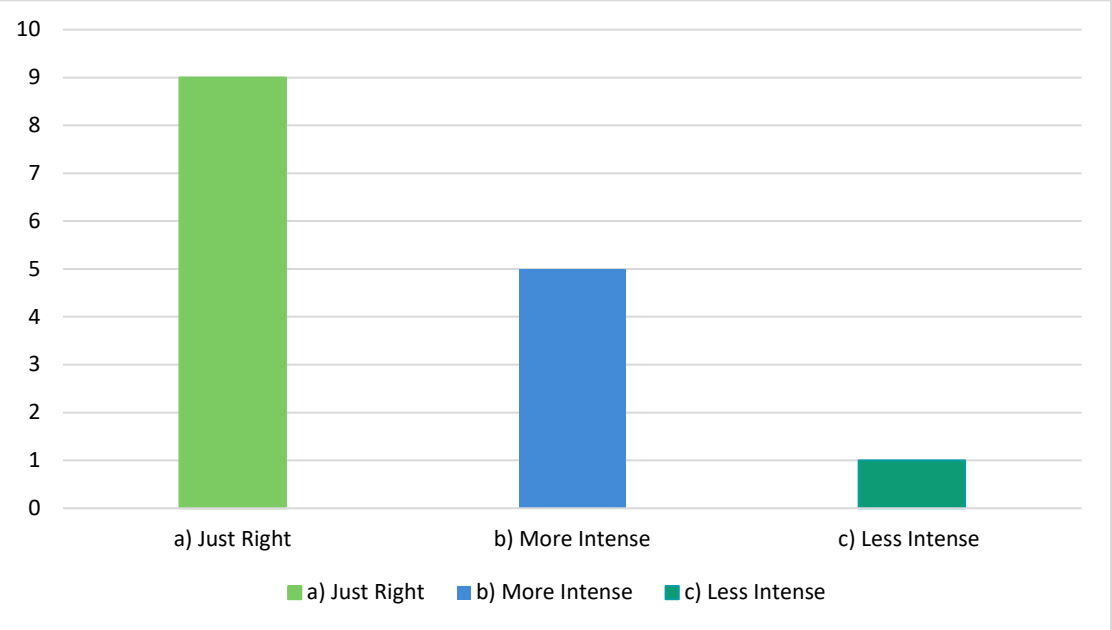
- 93% of the participants at the workshops supported a Floor Area Ratio (FAR) of 1.5 or higher.
- 60% of the participants felt a FAR of 1.5 was just right, and 33% supported a more intense FAR.

The figure below shows the polling question and specific results.

FIGURE FLU 1-5 FAR PREFERENCE OF 1.5 POLLING RESULTS

Which of the following statements represents your feelings about a 1.5 Floor Area Ratio (FAR)?

a) I support a 1.5 FAR. It is just right.
b) I prefer a more intense FAR than 1.5.
c) I prefer a less intense FAR than 1.5.



FUTURE LAND USE ANALYSIS

This element describes the general distribution, location, and extent of the uses of land including residential, commercial, industrial, mixed-use, public, education, and conservation uses. In summary:

- The Village of Palm Springs primarily consists of a core of established detached single-family residential with commercial, light industrial, and mixed-uses along primary arterial and collector roadways. Roughly 63% of the Village's acreage is assigned low, medium, and high density residential uses. More than 29% of the land is assigned commercial, light-industrial, or mixed-use.
- The Village's population is projected to grow by more than 20% by 2045, with more than 15% by 2035.
- The Village and Palm Beach County created an Annexation Plan in 2005 to identify and prioritize suitable parcels for annexation.
- The Village CRA, established in 2019, is engaged in placemaking strategies to spur redevelopment and economic development in the Congress Avenue and Lake Worth Road districts.
- Per the current 2020 Water Supply Facilities Work Plan, the Village anticipates potable water demand that will exceed WUP allocations by 2029. The Village is working with the SFWMD on water supply planning to meet demand, including the possibility of purchasing bulk water from Palm Beach County Water Utilities.
- A significantly higher share (55%) of Village residents are renters, compared to the County (31%) and the State (33%) overall.
- There is sufficient vacant land for residential development in residential and mixed-use land uses to accommodate roughly 70% of projected population increase of 5,547 by 2045. However, nearly double the projected growth - 10,829 additional residents - can be accommodated across vacant Residential, Mixed-Use, Commercial, and Light Industrial uses when considering the provisions of the Live Local Act. The Village should consider incentivizing residential development in line with its Vision plan for commercial corridor redevelopment to lessen the risk of development in non-target areas.
- In 2023, the Village developed a Vision to preserve the residential core and concentrate development and redevelopment efforts to the commercial corridor. This would be accomplished by creating a new Future Land Use category that incentivizes more intensity and higher buildings provided the development includes amenities beyond the minimum requirements.
- The Village has identified the need to update and reorganize its list of uses to address, for instance, inconsistencies across Public Buildings and Facilities and Other Public Facilities uses. The Village will amend FLU Element policies and Land Development Regulations accordingly.
- The Village is working to reprioritize annexation with a renewed focus on annexing remaining properties within the Lake Worth Road corridor, the Forest Hill Boulevard corridor, and the area along Congress Avenue north of Forest Hill Boulevard. The Village is no longer planning for annexation in the northwest and southwest areas of the previous annexation plan with Palm Beach County.
- The median Village household income is $55,254 per year, more than 27% below Palm Beach County's median household income, and nearly 19% below the overall Florida median. The Village could consider partnering with the School District of Palm Beach County who offers English classes to adults wishing to improve their English language skills as well as providing a path to achieving a GED. For trade and job skills, the Village could partner with organizations such as Career Source of Palm Beach County which provides job training for higher wage occupations such as health care and information technology.
- The Village should consider policies to address potential impacts on development of CRA and potential vision plan target properties due to airport hazard areas (building height, land use, and noise).

DEFINITIONS AND ACRONYMS

ACS	American Community Survey
BEBR	Bureau of Economic and Business Research
CRA	Community Redevelopment Area
DIA	Data, Inventory and Analysis
F.A.C.	Florida Administrative Code
FLU	Future Land Use
FLUM	Future Land Use Map
F.S.	Florida Statutes
GIS	Geographic Information System
PAM	Population Allocation Model
SFWMD	South Florida Water Management District
TCRPC	Treasure Coast Regional Planning Council

American Community Survey (ACS) – Demographic data from the U.S. Census Bureau updated more frequently than the Decennial Census.

Bureau of Economic and Business Research (BEBR)- Founded in 1930, BEBR produces Florida's official state and local population estimates and projections. These estimates are used for distributing state revenue-sharing dollars to cities and counties in Florida and for budgeting, planning and policy analysis by state and local government agencies, businesses, researchers, the media and members of the general public.

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.

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.

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.

Seasonal Population - Part-time inhabitants who use, or may be expected to use, public facilities or services, but are not residents and includes tourists, migrant farmworkers, and other short-term and long-term visitors.

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

Data, Inventory, and Analysis

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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 will address the types, locations, capacity, and quality of existing and proposed mobility facilities. This information will inform the Goals, Objectives, and Policies in the Village's Transportation Element.

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.

STATUTORY REQUIREMENTS

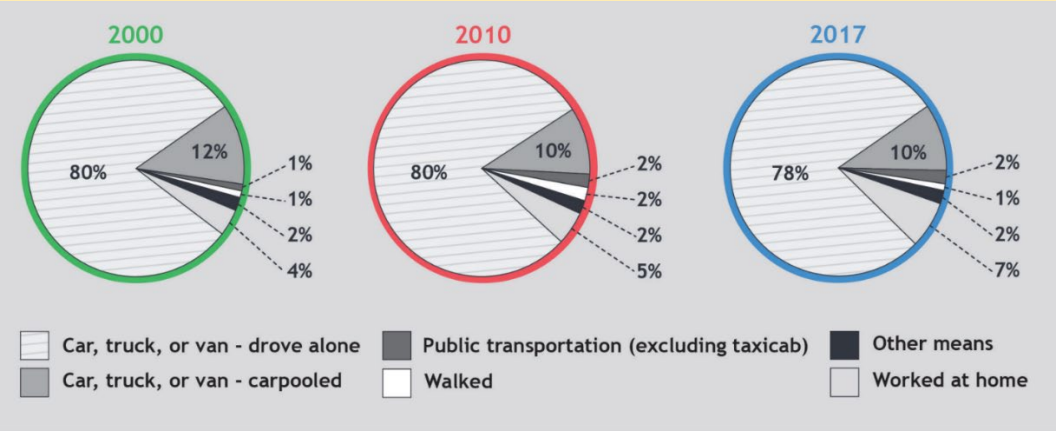
Florida Statute 163.3177 require the Transportation Element reflect the data, analysis, and associated principles and strategies relating to:

- Existing levels of service and system needs
- Availability of transportation facilities and services
- Growth trends and travel patterns
- Existing and projected intermodal deficiencies and needs
- Projected levels of service and system needs
- Strategies to correct existing facility deficiencies.
- Alternative modes of travel, such as public transportation, pedestrian, and bicycle travel
- Aviation, rail, seaport facilities, access to those facilities, and intermodal terminals.
- Capability to evacuate the Village before an impending natural disaster.
- Airports and land use compatibility around airports
- Identification of land use densities, building intensities, and transportation management programs to promote public transportation systems.

TRANSPORTATION TO WORK

The Palm Beach Transportation Planning Agency (TPA) 2045 Long Range Transportation Plan (LRTP) provided statistics for ways that Palm Beach County residents travel to work. In 2017, more than 78% drove alone followed by those who carpooled at 10%.

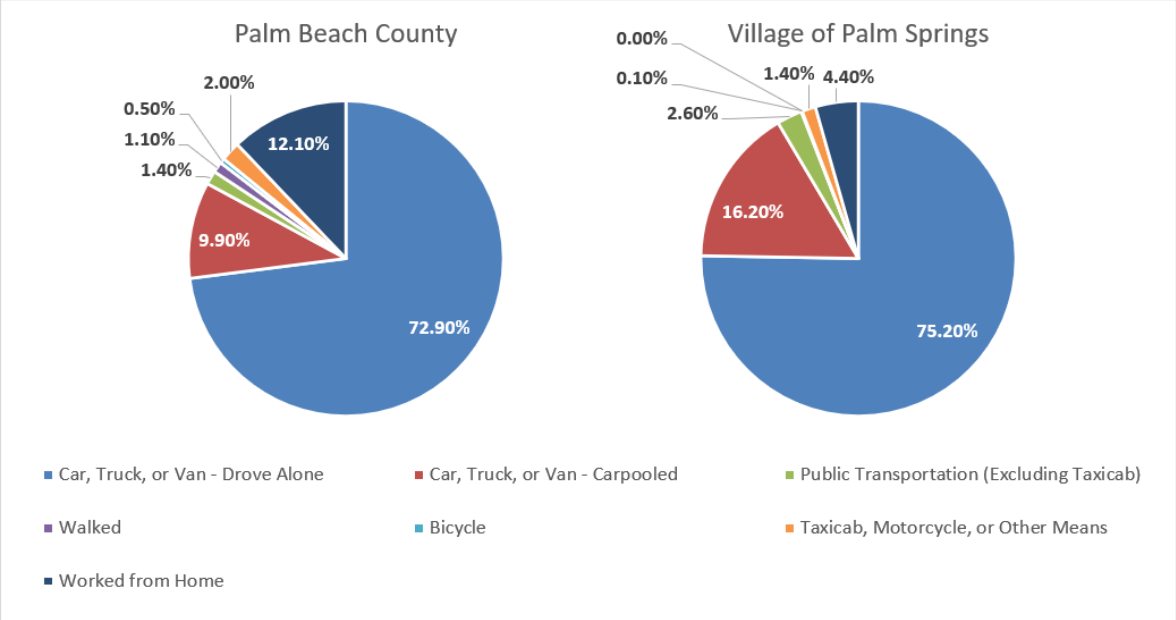
FIGURE TM 2-1 PALM BEACH COUNTY HISTORICAL MODES OF TRAVEL TO WORK



Source: Palm Beach TPA 2045 LRTP

Continued shifts away from driving alone correspond to an increase in work-from-home, as further illustrated in the most recent 2022 U.S. Census Bureau American Community Survey (ACS) estimates. Put another way, it appears that remote workers would otherwise be primarily single-occupancy vehicle commuters; increases in work-from-home may have less significant impacts on other modes of travel.

FIGURE TM 2-2 COMPARATIVE MODES OF TRAVEL TO WORK – VILLAGE AND COUNTY



Source: US Census Bureau, American Community Survey 2022 5-Year Estimates

Roughly 75% of Village workers commute in a single-occupant car, truck, or van, slightly higher than the 73% for Palm Beach County generally. However, a Village worker is 50% more likely to carpool (16%) compared to Palm Beach County generally (10%), and almost twice as likely to take public transportation: 2.6% vs. 1.4%. A smaller share of workers – roughly one-third – work from home (4%) compared to Palm Beach County generally (12%), per 2022 ACS 5-Year estimates.

FUNCTIONAL CLASSIFICATION OF ROADWAYS

All roadways within the Village of Palm Springs are assigned a Functional Classification based upon an agreement of the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT), and the Palm Beach TPA. Functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they provide. Roadways are classified according to their purpose in the network, speed of travel in the roadway, and several other characteristics. The designation of functional classification is made at least once every 10 years following the decennial Census. Generally, arterials carry large amounts of traffic between or across urban areas, and collectors collect traffic from neighborhood streets and distribute it to the arterials.

The functional classifications are defined as follows:
Principal Arterial – primarily focuses on carrying through traffic; usually provide service that is relatively continuous, long in trip length, and high operative speeds.
Minor Arterial – provides service for through traffic movement similar to a principal arterial but provides greater land access and distributes traffic to smaller geographical areas than the principal arterial.
Major Collector – collect and distribute significant amounts of traffic between arterials, minor collectors, and local roads at moderate to low operating speeds; provide for more accessibility to adjacent properties than arterials.
Minor Collector - 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.
Local Street – permits direct access to abutting property and connections to a higher order roadway; provides service that is relatively low in volume and short average trip length or minimal through traffic movements.

The Village has four roadway classifications within its boundary, and Florida Department of Transportation (FDOT) has seven roadway classifications. They are as follows:

TABLE TM 2-1 FDOT ROADWAY CLASSIFICATIONS AND JURISDICTIONS

FDOT (Rural /Urban)	Village of Palm Springs
Principal Arterial – Interstate	Local
Principal Arterial – Freeways & Expressways	Major Collector
Principal Arterial – Other	Minor Arterial
Minor Arterial	Principal Arterial - Other
Major Collector	
Minor Collector	
Local	

Classifications - Roadways are classified according to their purpose in the network, speed of travel, and several other characteristics.
Jurisdiction - The Jurisdiction refers to the “ownership” of the roadway. For example, the Florida Department of Transportation (FDOT) has the responsibility to maintain roadways within their jurisdiction, which generally includes roadways of regional and statewide significance. FDOT also controls the access to these roads. Palm Beach County

and the Village of Palm Springs have similar responsibilities for roads within their jurisdiction. Generally, the County maintains roadways which have countywide significance, and the Village maintains local neighborhood streets.

FIGURE TM 2-3 ROADWAY CLASSIFICATION MAP

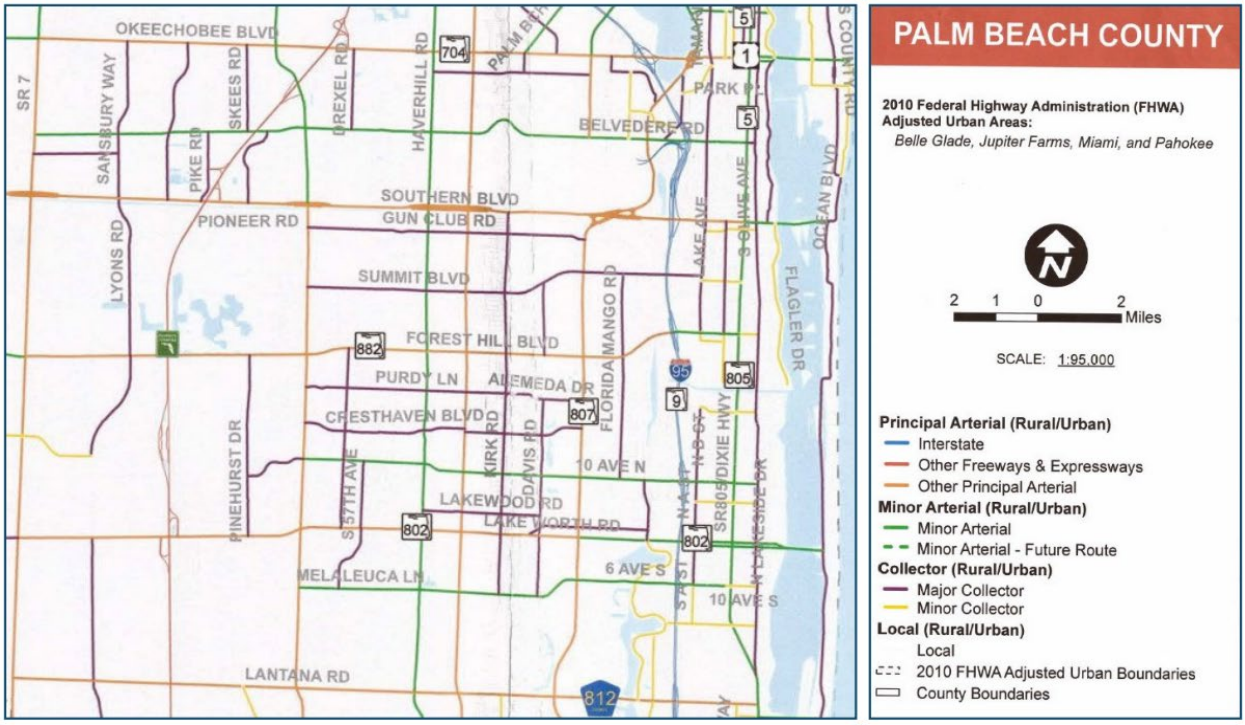
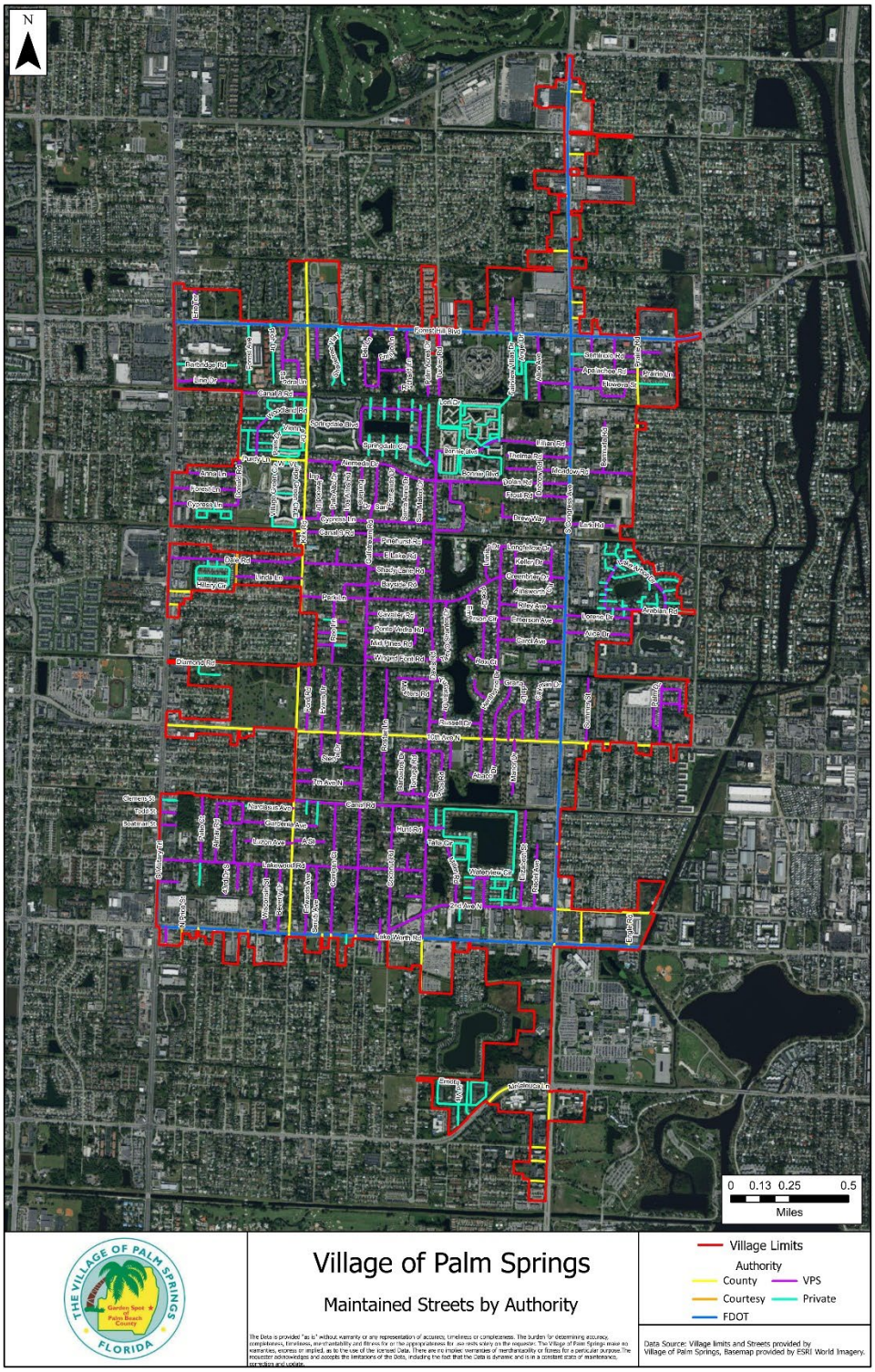


FIGURE TM 2-4 VILLAGE OF PALM SPRINGS ROADWAYS BY JURISDICTION



Source: Village of Palm Springs

TRAFFIC MANAGEMENT CENTER AND SIGNAL TIMING

Palm Beach County Engineering and Public Works' Signal Timing Group is responsible for the optimization, implementation, and modification of traffic signal timing at County-maintained signals, in conjunction with the FDOT Transportation System Management and Operation (TSM&O) Program which is focused on real-time active management of recurring and non-recurring congestion along certain arterials within the county.

These corridors are outfitted with Adaptive Signal Control Technologies to optimize signal timing sequences in an effort to enhance traffic flow and pedestrian safety. According to the Palm Beach 2045 LRTP, the Traffic Management Center (TMC) currently monitors 76% of the 1,067 signals within the system, allowing for real-time incident detection and management of signal timing phasing plans to reduce congestion as it occurs. The operations are supported by 170 traffic cameras countywide at critical intersections, plus 1,000 vehicle-detection cameras on mast arm traffic signals at 250 intersections countywide. More than 450 miles of fiber optic cable connect to traffic signals and cameras for system control.

BICYCLE AND PEDESTRIAN FACILITIES

The Village recognizes the importance of safe pedestrian and bicycle facilities as an integral component of the Village-wide mobility system. The increased use of these non-motorized modes not only provides health benefits and reduces pollution and emissions, but also reduces vehicle volume on local roadways.
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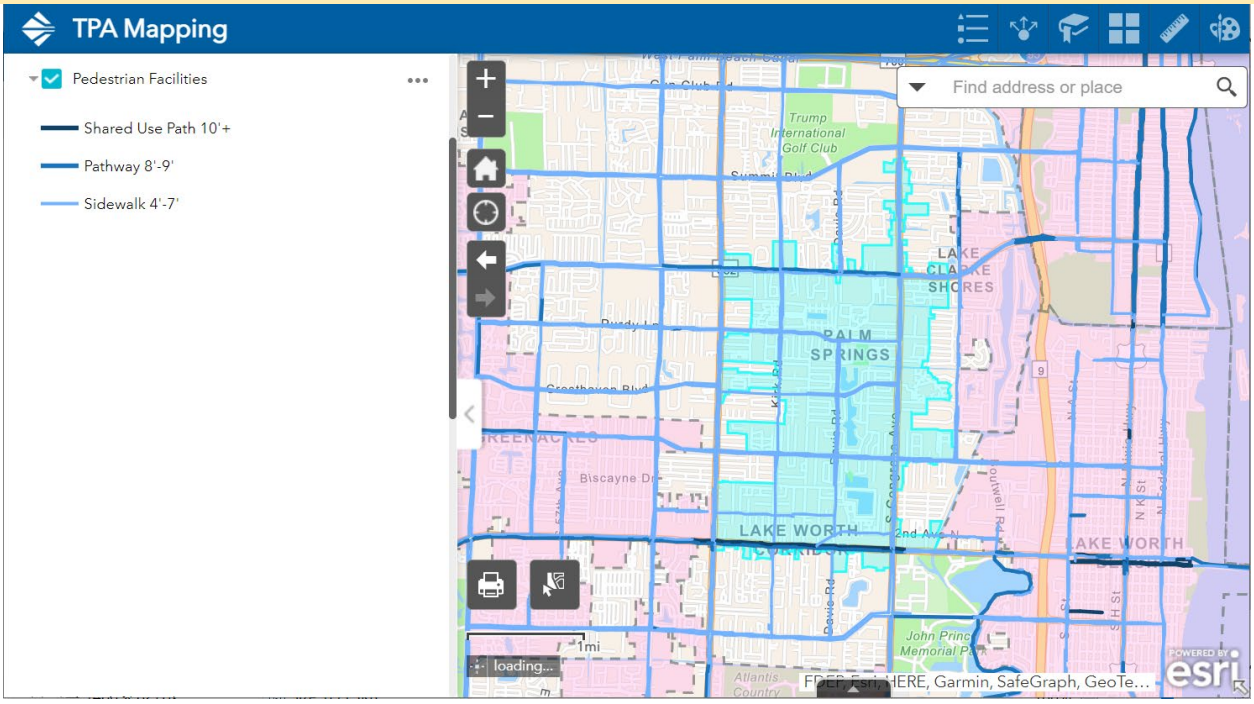
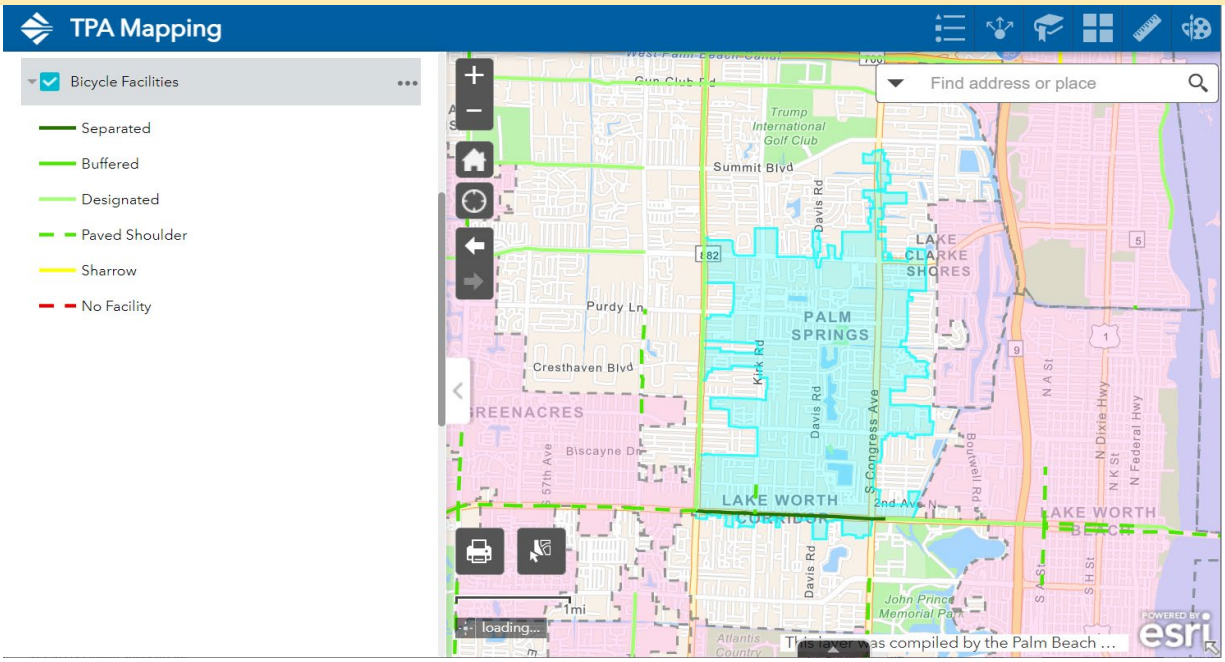
FIGURE TM 2-5 EXISTING PEDESTRIAN FACILITIES MAP



Source: Palm Beach TPA Mapping 2023

FIGURE TM 2-6 EXISTING BICYCLE FACILITIES MAP



Source: Palm Beach TPA Mapping 2023

TRANSIT – PALM TRAN

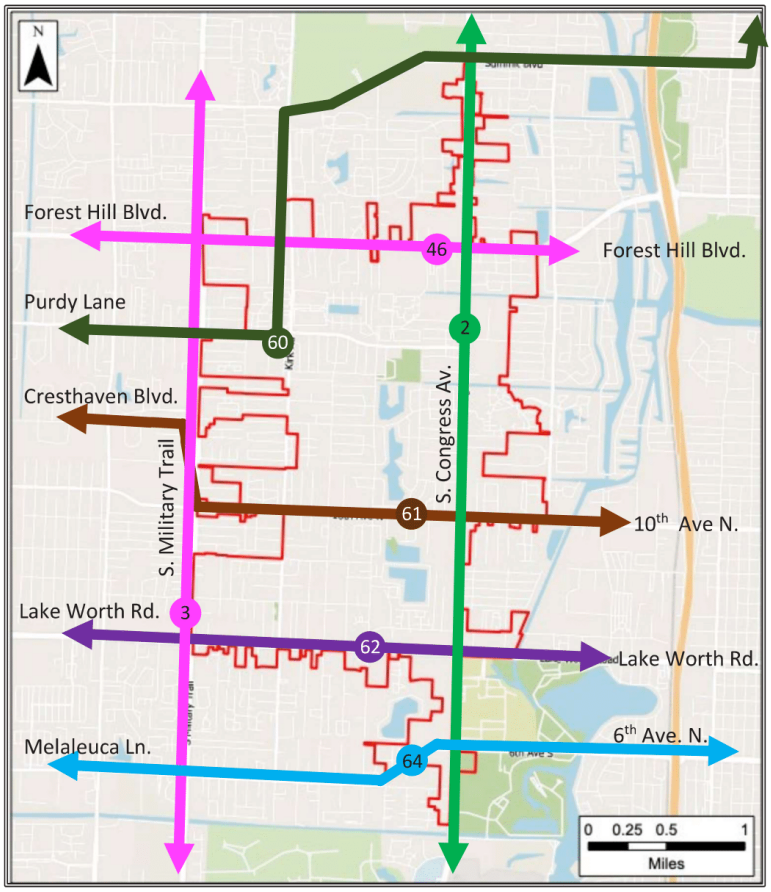
Palm Tran is the public transit system serving Palm Beach County. Palm Tran provides fixed route bus, paratransit, and localized dial-a-ride services. The fixed route network includes 32 routes with nearly 3,000 stops and connects to other transportation services including Tri-Rail, Amtrak, Greyhound, Circuit electric shuttles, the West Palm Beach Trolley, Brightline, MARTY (Martin County's public transit service) and BCT (Brevard County Transit bus service). Palm Tran Connection is an ADA-accessible paratransit service.

TABLE TM 2-2 PALM TRAN BUS ROUTES THROUGH THE VILLAGE OF PALM SPRINGS

Route	Area/Corridor	Weekday: Start - End	Weekday: Peak Headway*	Service Days
2	Congress Av.	5:16 AM – 10:54 PM	30	Mon – Sun
3	Military Tr.	5:06 AM – 10:30 PM	30	Mon – Sun
46	Forest Hill Blvd.	5:55 AM – 9:58 PM	30	Mon – Sun
60	Purdy Ln.	6:10 AM – 7:52 PM	60	Mon – Sat
61	10th St. / Cresthaven Blvd.	5:35 AM – 8:31 PM	60	Mon – Sun
62	Lake Worth Rd.	5:40 AM – 10:15 PM	20	Mon – Sun
64	6th St. / Melaleuca Ln.	5:15 AM – 8:25 PM	45	Mon – Sat

Source: Palm Tran 2022-2031 TDP

FIGURE TM 2-7 PALM TRAN VILLAGE BUS ROUTES



Source: Village of Palm Springs 2021 Transportation/Mobility Master Plan

TRANSIT – TRI-RAIL

The South Florida Regional Transportation Authority (SFRTA) operates the Tri-Rail commuter rail service to six stations in Palm Beach County, including the Lake Worth station, less than 1 mile from the southeastern boundary of the Village of Palm Springs.

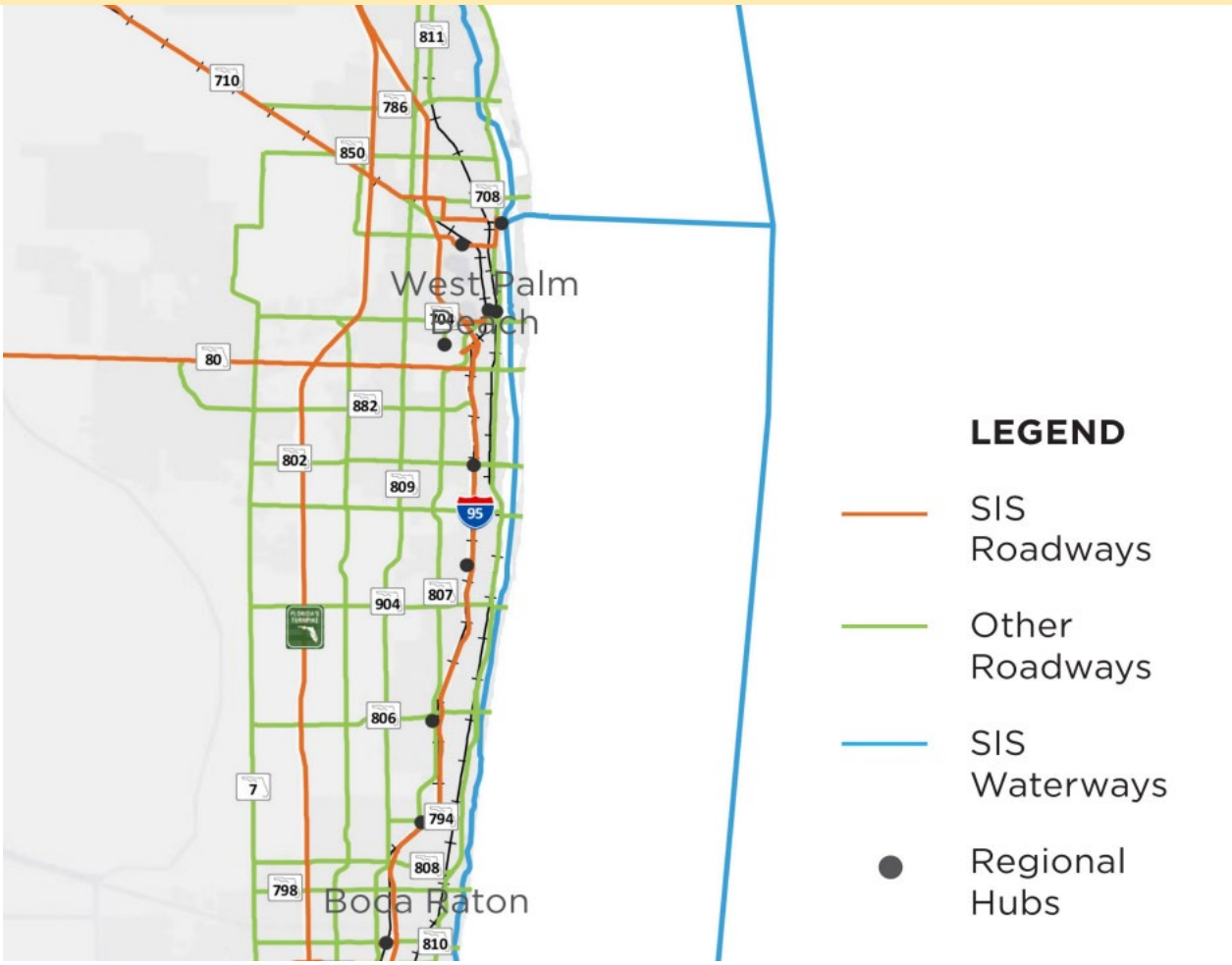
Tri-Rail trains generally run on 20 to 30-minute headways during the weekday peak, with 60-minute headways during weekends and holidays.

STRATEGIC INTERMODAL SYSTEM (SIS) FACILITIES

In 2003, the Florida Legislature and Governor established the Strategic Intermodal System (SIS) to enhance Florida's transportation mobility and economic competitiveness. The SIS is a statewide network of high-priority transportation facilities, including the State's largest and most significant airports, spaceports, deep-water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways, and highways. These facilities represent the state's primary means for moving people and freight between Florida's diverse regions, as well as between Florida and other states and nations. All SIS facilities are eligible for state transportation funding, regardless of mode or ownership, with state funding covering varying shares of the project costs.

There is no SIS facility within the Village's jurisdiction, but two (2) SIS roadways are accessible within a 1-mile radius of the Village: I-95 and SR 80 / Southern Boulevard. There are an additional two (2) SIS regional hubs within a 1-mile radius of the Village: Palm Beach International Airport and Tri-Rail's Lake Worth Station.

FIGURE TM 2-7 SIS REGIONAL FACILITIES



Source: Southeast Florida Transportation Council (SEFTC) 2045 Regional Transportation Plan

AIRPORTS AND DEEP-WATER PORTS

The Palm Beach County Department of Airports operates Palm Beach International Airport (PBI), less than 1 mile north of the northern boundary of the Village of Palm Springs, and Palm Beach County Park Airport (LNA), less than 1 mile south. PBI is the center for all commercial air carrier service into Palm Beach County and is one of three (3) major airports serving the Miami-Fort Lauderdale-West Palm Beach metropolitan area. In 2022, a total of 14 airlines transported more than 6.6 million passengers through PBI, with JetBlue Airways (28%), Delta Airlines (26%), and American Airlines (20%) accounting for most of those passengers. PBI is served by two major cargo airlines - FedEx Express and UPS Airlines; more than 30.6 thousand tons of cargo was transported through PBI in 2022. LNA is considered a reliever airport, served by one fixed-base operator with several flight schools, aircraft maintenance, and propeller shop.

Located less than 10 miles northeast of the Village of Palm Springs, the Port of Palm Beach is an independent special taxing district, a sub-division of the State of Florida. Located in Rivera Beach, the port provides deep-water access to the Atlantic Ocean with a channel depth of 33 feet and connects to nearby freeways and the FEC railway. As of 2018, it was the fourth busiest container port in Florida and had the highest container volume per acre in the United States. In FY 2022 (Oct ’21 to Sep ’22), the port handled a total of nearly 270,000 shipping containers and nearly 2.43 million tons of cargo, primarily sugar, asphalt, and molasses by weight. Along with cargo shipping, it is also a cruise port, serving 146,033 passengers in FY 2022.

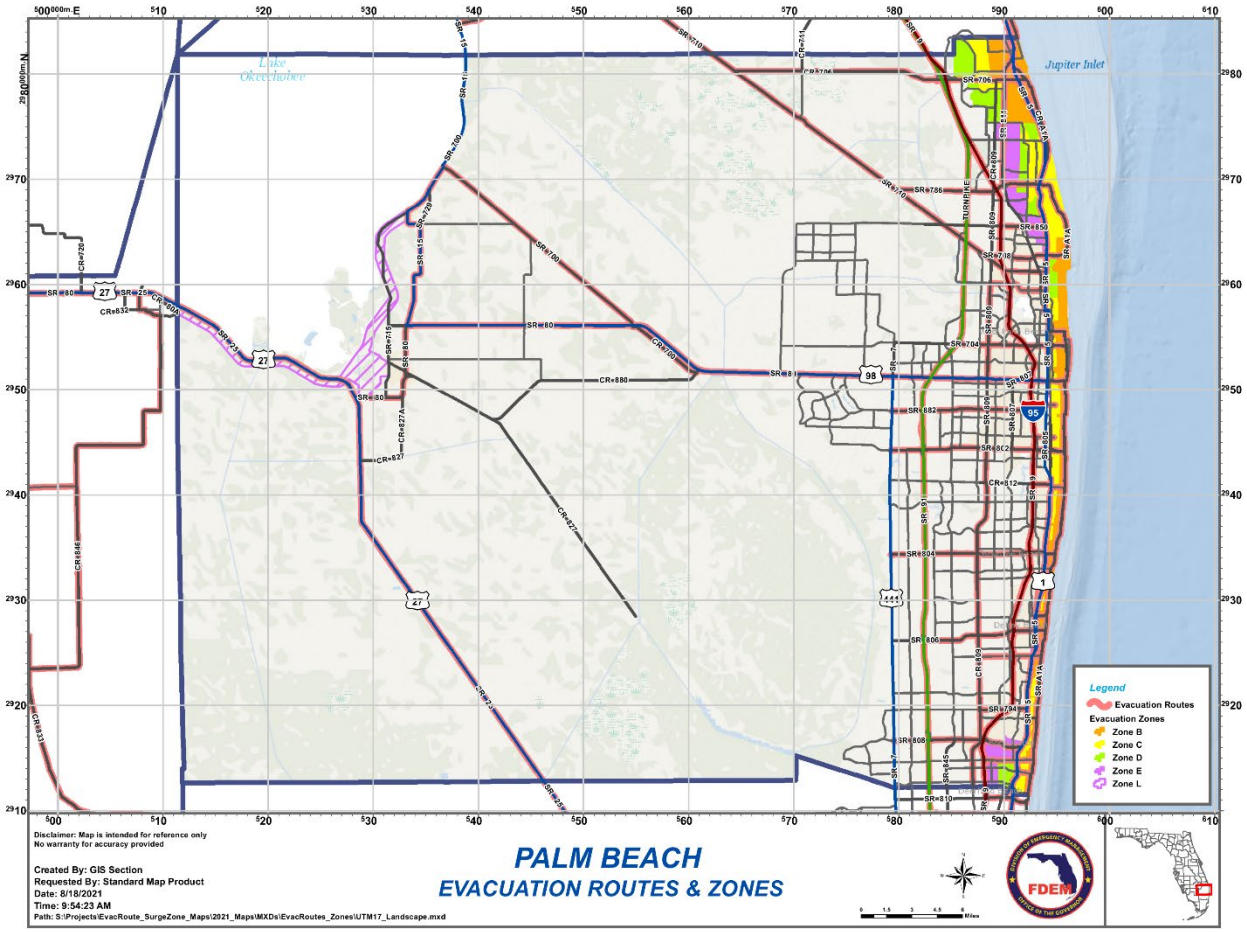
VILLAGE OF PALM SPRINGS HURRICANE EVACUATION

The Palm Beach County Hurricane Evacuation Zone map lists only Zone A properties within the Village which include manufactured homes, homes of substandard construction, and areas prone to severe flooding. Residents of these properties are encouraged to evacuate during a Zone A evacuation announcement.

The designated evacuation routes for the Village are the Florida Turnpike, I-95, Military Trail / County Road 809, Southern Boulevard / State Road 80, Forest Hill Boulevard / State Road 882, and Lake Worth Road / State Road 802.

PALM BEACH COUNTY EVACUATION ROUTES

FIGURE TM 2-8 PALM BEACH EVACUATION ROUTES AND ZONES



Source: Florida Department of Emergency Management

Palm Beach County emergency management operates 15 general population hurricane evacuation shelters throughout the county, as well as a pet-friendly shelter and special needs shelter for those who qualify. There are three (3) general population shelters located near the Village.

GENERAL POPULATION SHELTERS

West Gate Elementary School	1545 Loxahatchee Dr West Palm Beach 33409
Forest Hill High School	6901 Parker Ave West Palm Beach 33405
John I Leonard High School	4701 10th Ave N Greenacres 33463
Pet Shelter	6000 Northtree Blvd Lake Worth 33463

Shelters are opened as needed during an emergency, and not all shelters may be opened at the same time. Shelters are designed to house residents of evacuation zones only. The Pet-Friendly shelter is only available to Palm Beach County residents who reside in a mandatory evacuation zone, in a mobile home, or in sub-standard housing. The Special Needs shelter is limited to those residents requiring certain medical care. Both the Pet and Special Needs shelters require pre-registration.

Palm Beach County recommends residents monitor local TV, radio, and social media information for status and updates of shelter openings.

SEA-LEVEL RISE AND ROADWAY INUNDATION

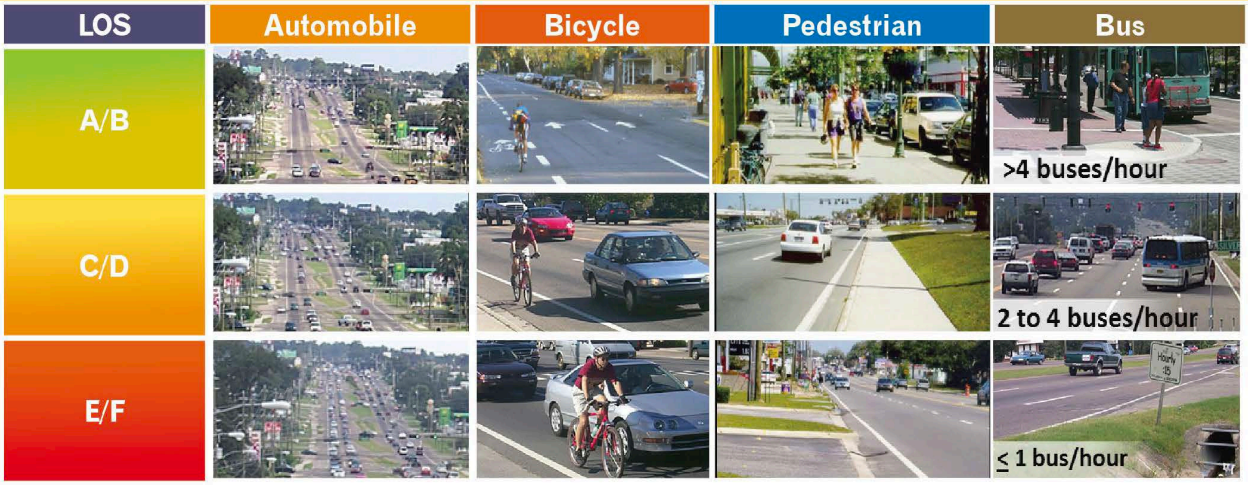
As outlined in the Palm Beach TPA 2045 LRTP, climate change and sea level rise have begun to impact citizens and the transportation infrastructure in Southeast Florida. The consequences associated with sea level rise include direct physical impacts such as coastal inundation of inland areas, increased frequency of flooding in vulnerable coastal areas, and increased flooding in interior areas due to impairment of the region's storm water infrastructure. The LRTP points to the need for significant planning and investments to mitigate current impacts on climate change and the ability to adapt to a changing climate. In order to have an adaptable transportation system, the TPA has an objective to decrease the susceptibility of inundation on the roadway system by sea-level rise and storm surge as well as annual flooding.

The 2045 LRTP set goals for managing roadway inundation by 2030 and 2045, relative to 2018 levels. As of 2018, 3.9% of federal aid eligible mileage in Palm Beach County is susceptible to inundation by 1.2 feet of sea level rise and historic storm surge, and 26.7% is susceptible to a 1% chance of annual flooding, or a 100-year storm event. The TPA has set a 2030 goal of 3% and 25%, respectively, and a goal of 2% and 20%, respectively, by 2045.

ROADWAY LEVEL OF SERVICE

Level of service (LOS) is a quantitative representation of the quality of service of vehicular movement on roadways. FDOT switched from LOS standards to LOS targets in 2017. The LOS policy establishing these LOS targets focuses on the State Highway System (SHS). FDOT's target for the automobile LOS (during peak travel hours) is D in urbanized areas and C outside of urbanized areas. It is established in the Highway Capacity Manual, published by the Transportation Research Board. For roadways, LOS is based on the presumption that high speed and low congestion levels are preferable to slower speed and congested conditions. The LOS quality of service is divided into six letter grades, A through F, with A being the "best" – representing low volume and high-speed conditions, and F being the "worst" – representing congested or gridlocked conditions. Often, better vehicular levels of service translate into worse levels of service for pedestrians and bicycles. Unlike school grades, LOS A is not necessarily a desirable goal, and the meaning of A–F is not entirely consistent across modes. Although it is true that LOS A is best and LOS F is worst, this is strictly from a traveler experience and perspective. LOS A is not necessarily a desirable goal to achieve from an overall transportation or societal perspective. LOS A in peak travel hour could be an indicator of an inefficient use of limited funding. It is simply not cost-effective to design the state's roadways to operate at LOS A during the peak hour. Although LOS F represents a failing condition, there are more factors to consider when the LOS reaches F. Essentially, LOS F either means travel demand exceeds capacity and the roadway is operating in oversaturated conditions, or another undesirable condition exists. Because it is costly to measure average travel speeds, traffic volumes are often used as a surrogate for the average travel speeds, based on models that FDOT has developed to correlate traffic volumes with the projected travel speeds. Tables TM 2-4 and TM 2-5 summarize the generalized daily and peak hour directional volumes for levels of service for roadways, based on the Palm Beach County Unified Land Development Code. It is important to note that FDOT periodically updates the LOS thresholds, and the associated capacities may change.

FIGURE TM 2-9 LOS CONDITIONS BY MODE FOR URBAN ROADWAYS



Source: FDOT Quality/Level of Service Handbook

TABLE TM 2-3 PALM BEACH COUNTY LOS D LINK SERVICE VOLUMES

Facility Type		ADT	Peak Hour, Two Way	Peak Hour, Peak Direction		
				Class I	Class II	Uninterrupted Flow
2 lanes undivided (1)	**2L**	15,200	1,480	880	810	1,140
2 lanes one-way	**2LO**	19,900		2,350	2,120	
3 lanes two-way	**3L**	15,200	1,480	880	810	
3 lanes one-way	**3LO**	30,200		3,530	3,220	
4 lanes undivided (1)	**4L**	31,500	3,060	1,860	1,680	3,150
4 lanes divided	**4LD**	33,200	3,220	1,960	1,770	3,320
5 lanes two-way	**5L**	33,200	3,220	1,960	1,770	
6 lanes divided	**6LD**	50,300	4,880	2,940	2,680	4,980
[Ord. 2005-002] [Ord. 2007-013] [Ord. 2010-022]						
Notes:						
Based on the 2009 FDOT Quality/LOS Handbook.						
1	Service volumes for "undivided" roadways assume exclusive left-turn lanes are provided at signalized intersections. If there are no left-turn lanes, reduce these values by 20 percent.					

Source: Palm Beach County Unified Land Development Code, Table 12.B.2.C-1 1A

The daily traffic volume and existing Levels of Service (LOS) for selected roadways within the Village of Palm Springs are identified in **Table TM 2-4 and Table TM 2-5**.

TABLE TM 2-4 N-S ROADWAY INVENTORY AND TRAFFIC VOLUMES, LEVEL OF SERVICE

Roadway Segment	Roadway Type	Existing 2022 AADT Volumes	LOS D Volume	Volume / Capacity	Level of Service
Military Trl.- Southern Blvd. to Forest Hill Blvd.	6 Lanes Divided	*46,500**	50,300	0.92	C
Military Trl.- Forest Hill Blvd. to 10th Ave.	6 Lanes Divided	*41,500**	50,300	0.83	C
Military Trl.- 10th Ave. to Lake Worth Rd.	6 Lanes Divided	*38,000**	50,300	0.76	C
Military Trl.- Lake Worth Rd. to Melaleuca Ln.	6 Lanes Divided	*36,000**	50,300	0.72	C
Kirk Rd.- Southern Blvd. to Gun Club Rd.	4 Lanes Undivided	12,400	31,500	0.39	C
Kirk Rd.- Gun Club Rd. to Summit Blvd.	2 Lanes Undivided	10,250	15,200	0.67	C
Kirk Rd.- Summit Blvd. to Forest Hill Blvd.	2 Lanes Undivided	*9,800**	15,200	0.64	C
Kirk Rd.- Forest Hill Blvd. to Alemeda Dr.	5 Lanes Undivided	*16,700**	31,500	0.53	C
Kirk Rd.- Alemeda Dr. to Greenbrier Dr.	2 Lanes Undivided	*12,200**	15,200	0.80	C
Kirk Rd.- Greenbrier Dr. to 10th Ave.	2 Lanes Undivided	*12,200**	15,200	0.80	C
Kirk Rd.- 10th Ave. to Lake Worth Rd.	2 Lanes Undivided	*9,000**	15,200	0.59	C
Kirk Rd.- Lake Worth Rd. to Melaleuca Ln.	2 Lanes Undivided	*7,400**	15,200	0.49	C
Davis Rd.- Summit Blvd. to Alemeda Dr.	2 Lanes Undivided	*3,500**	15,200	0.23	C
Davis Rd.- Purdy Ln. to Melaleuca Ln.	2 Lanes Undivided	*4,700**	15,200	0.31	C
Congress Ave.- Southern Blvd. to Gun Club Rd.	6 Lanes Divided	*34,500**	50,300	0.69	C
Congress Ave.- Gun Club Rd. to Summit Blvd.	6 Lanes Divided	*34,500**	50,300	0.69	C
Congress Ave.- Summit Blvd. to Forest Hill Blvd.	6 Lanes Divided	*32,500**	50,300	0.65	C
Congress Ave.- Forest Hill Blvd. to 10th Ave.	6 Lanes Divided	*36,000**	50,300	0.72	C
Congress Ave.- 10th Ave. to Lake Worth Rd.	6 Lanes Divided	*39,000**	50,300	0.78	C
Congress Ave.- Lake Worth Rd. to Melaleuca Rd.	6 Lanes Divided	*39,500**	50,300	0.79	C
Florida Mango Rd.- Summit Blvd. to Forest Hill Blvd.	2 Lanes Undivided	*6,400**	15,200	0.42	C
Florida Mango Rd.- Forest Hill Blvd. to 10th Ave.	2 Lanes Undivided	*10,700**	15,200	0.70	C

Source: Village of Palm Springs Transportation/Mobility Master Plan 2021, Palm Beach County Historic Peak Season Traffic Counts 2018-2023, FDOT Historical AADT 2022

**AADT from FDOT where unavailable from Palm Beach County*

TABLE TM 2-5 E-W ROADWAY INVENTORY AND TRAFFIC VOLUMES, LEVEL OF SERVICE

Roadway Segment	Roadway Type	Existing 2022 AADT Volumes	LOS D Volume	Volume / Capacity	Level of Service
Gun Club Rd.- Military Trl. to Kirk Rd.	4 Lanes Undivided	12,854	31,500	0.41	C
Gun Club Rd.- Kirk Rd. to Congress Ave.	4 Lanes Undivided	*11,900**	31,500	0.38	C
Summit Blvd.- Military Trl. to Kirk Rd.	4 Lanes Undivided	21,363	31,500	0.68	C
Summit Blvd.- Kirk Rd. to Davis Rd.	4 Lanes Undivided	19,724	31,500	0.63	C
Summit Blvd.- Davis Rd. to Congress Ave.	4 Lanes Undivided	*18,000**	31,500	0.57	C
Summit Blvd.- Congress Ave. to Florida Mango Rd.	4 Lanes Undivided	*11,600**	31,500	0.37	C
Forest Hill Blvd.- Military Trl. to Kirk Rd.	6 Lanes Divided	*41,500**	50,300	0.83	C
Forest Hill Blvd.- Kirk Rd. to Congress Ave.	6 Lanes Divided	*41,500**	50,300	0.83	C
Forest Hill Blvd.- Congress Rd. to I-95	6 Lanes Divided	*49,000**	50,300	0.97	C
Alemeda Dr.- Military Trl. to Congress Ave.	2 Lanes Undivided	*5,200**	15,200	0.34	C
Greenbrier Dr.-Military Trl. to Congress Ave.	2 Lanes Undivided	*5,500**	15,200	0.36	C
10th Ave.- Military Trl. to Kirk Rd.	4 Lanes Undivided	*25,000**	31,500	0.79	C
10th Ave.- Kirk Rd. to Congress Ave.	4 Lanes Undivided	*29,500**	31,500	0.94	C
Lake Worth Rd.- Military Trl. to Kirk Rd.	6 Lanes Divided	*43,500**	50,300	0.86	C
Lake Worth Rd.- Kirk Rd. to Congress Ave.	6 Lanes Divided	*46,500**	50,300	0.92	C
Lake Worth Rd.- Congress Ave. to I-95	4 Lanes Divided	*26,500**	33200	0.80	C
Melaleuca Ln.- Military Trl. to Kirk Rd.	4 Lanes Undivided	27,707	31500	0.88	C
Melaleuca Ln.- Kirk Rd. to Congress Ave.	6 Lanes Divided	30,225	50300	0.60	C
Melaleuca Ln.- Congress Ave. to I-95	4 Lanes Divided	*33,500**	33200	1.01	E

Source: Village of Palm Springs Transportation/Mobility Master Plan 2021, Palm Beach County Historic Peak Season Traffic Counts 2018-2023, FDOT Historical AADT 2022

**AADT from FDOT where unavailable from Palm Beach County*

SPEED EVALUATION

The Village's 2021 Transportation/Mobility Master Plan conducted a speed zone evaluation per the 2018 *FDOT Speed Zoning for Highways, Roads, and Streets* guidance on the relationship between posted speed limits and actual speed profiles. Per the report, posted speeds are generally rounded to the nearest 5MPH of the speed at, or below which, 85% of vehicles travel. The posted speed may also take into account a *target speed*, which incorporates context-specific factors such as roadway design and land use.

TABLE TM 2-6 SPEED EVALUATION BY ROADWAY SEGMENT

Road Segment	Direction	Percentiles				
		85th	Average	Median	Posted Speed	ADT
Congress Avenue (N-S)						
Forest Hill Boulevard to Summit Boulevard	Northbound	51	45	45	40	24,216
	Southbound	48	40	40	40	
Davis Road (N-S)						
Greenbrier Drive to 10th Avenue	Northbound	36	30	30	25	3,167
	Southbound	31	26	26	25	
Lilian Road (E-W)						
Congress Avenue to Lori Drive	Eastbound	33	27	27	20	2,859
	Westbound	30	25	25	20	
Dolan Road (E-W)						
Congress Avenue to Kirk Road	Eastbound	36	30	30	25	4,933
	Westbound	44	35	33	25	
Lorene Drive (E-W)						
East of Congress Avenue	Eastbound	30	22	22	20	171
	Westbound	28	20	19	20	
Park Lane (E-W)						
Kirk Road to Congress Avenue	Eastbound	33	28	28	25	4,416
	Westbound	32	27	27	25	
10th Avenue (E-W)						
Kirk Road to Congress Avenue	Eastbound	44	37	38	40	27,772
	Westbound	44	38	38	40	
Lake Worth Road (E-W)						
Kirk Road to Congress Avenue	Eastbound	48	40	40	40	26,697
	Westbound	46	40	40	40	
Melaleuca Lane (E-W)						
Kirk Road to Davis Road	Eastbound	49	42	43	45	24,610
	Westbound	45	38	38	45	

Source: Village of Palm Springs 2021 Transportation/Mobility Master Plan

The Master Plan analysis showed that the 85th percentile speed along each of the study corridors all exceeded 4 MPH over the posted speed limits and suggested that additional measures to slow traffic on each of these roadway corridors are necessary as the 85th percentile speeds are in some cases above the 4-8 MPH thresholds for traffic calming measures.

CRASH DATA AND ANALYSIS

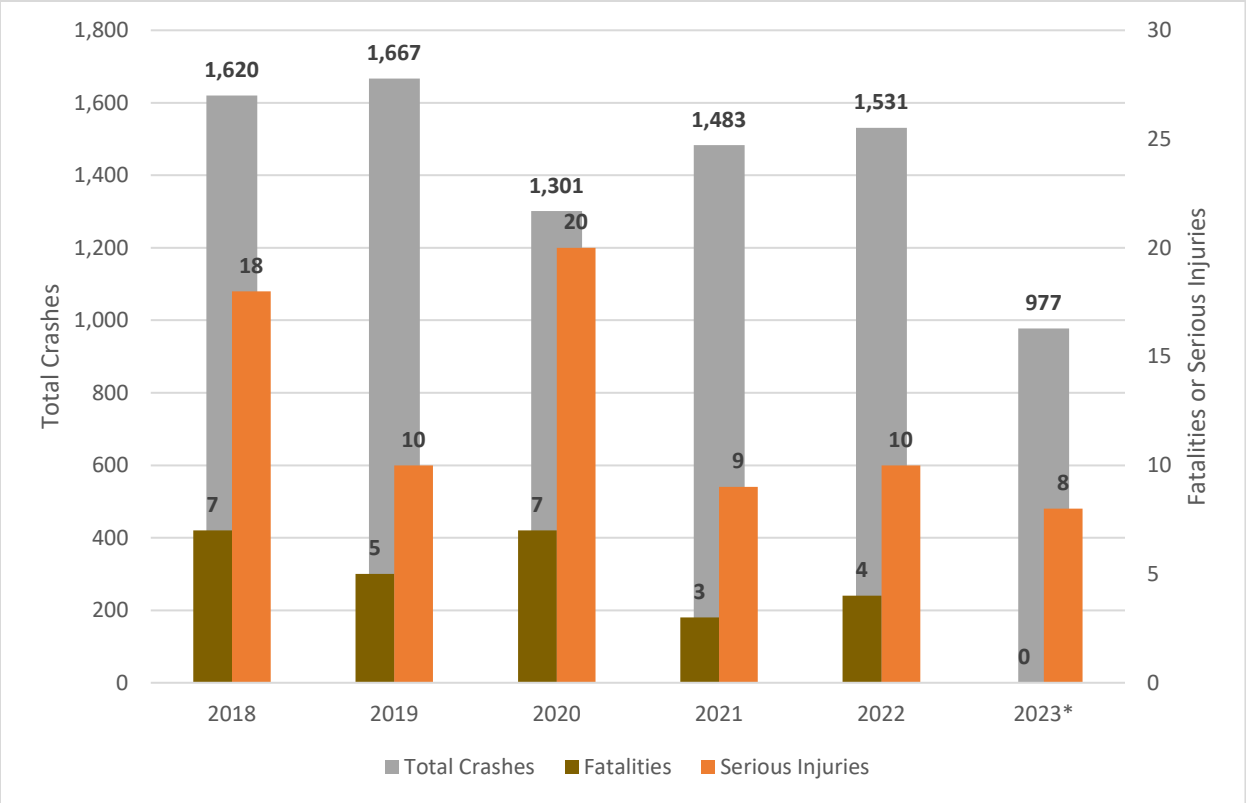
Palm Beach County's Traffic Division collects and uses traffic crash data to identify corrective actions and evaluate improvements. Crash data is also collected and made available via a publicly accessible dashboard maintained by Signal Four Analytics.

TABLE TM 2-7 VILLAGE OF PALM SPRINGS CRASHES, SERIOUS INJURIES, AND FATALITIES

Year	Fatalities	Serious Injuries	Total Crashes
2018	7	18	1,620
2019	5	10	1,667
2020	7	20	1,301
2021	3	9	1,483
2022	4	10	1,531
2023*	0	8	977
Average	*5*	*13*	*1,606*
Total	**26**	**75**	**8,579**

*Source: Signal Four Analytics, *2023 Data reflects 1/1/23 – 7/29/23*

FIGURE TM 2-10 VILLAGE OF PALM SPRINGS CRASHES, SERIOUS INJURIES AND FATALITIES



*Source: Signal Four Analytics, *2023 data reflects 1/1/23 – 7/29/23*

During the reporting period of January 1, 2018, through July 29, 2023, there were a total of 8,579 reported crashes in the Village of Palm Springs, resulting in 26 fatalities and 75 serious injuries. On average, excluding irregular 2020 and 2021 records due to the COVID-19 pandemic, there were 1,606 crashes annually, resulting in 5 fatalities and 13 serious injuries.

Although crashes vary by year, most crashes occurred near intersections along the major arterial roadways in the Village: Forest Hill Boulevard, 10th Avenue North, Lake Worth Road, Military Trail, and Congress Avenue.

LONG RANGE TRANSPORTATION PLANS

The various levels of government in Florida maintain long range (25-year) transportation planning. The Village's transportation analysis takes into account these county, regional, and state data and plans.

The Palm Beach TPA analyzes current and future transportation conditions in its **2045 Long Range Transportation Plan (LRTP),** which sets the vision for all modes of travel in the county. The LRTP includes both long-range and short-range strategies/actions that provide for the development of an integrated multimodal transportation system (including accessible pedestrian and bicycle facilities as well as transit) to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand.

At the regional level, the Southeast Florida Transportation Council (SEFTC) was established by the Palm Beach TPA, the Broward Metropolitan Planning Organization (MPO), and the Miami-Dade Transportation Planning Organization (TPO) to formally coordinate transportation and mobility planning activities and investment decisions in the region. The SEFTC **2045 Regional Transportation Plan (RTP)** creates a regional overlay and combines the regional projects from the local county transportation plans to create an integrated long-term plan for the regional transportation network, providing guidance for federal and state regional funding towards projects valued by the Southeast Florida region. Four goals were endorsed by the SEFTC for the 2045 RTP:

1. Multimodal System & Land Use – Provide an accessible, efficient, and reliable multimodal transportation system that is well integrated with supportive land uses.
2. Health, Environment, & Safety – Protect the region's health and environment, and provide for a safer and more secure transportation system for the region's residents, businesses and visitors.
3. Economy – Optimize and expedite sound investment strategies to support an expanding regional economy.
4. Equity & Public Support – Invest in a publicly supported, equitable transportation options for all users, including low-income and minority neighborhoods, as well as the aging population.

The **2045 Florida Transportation Plan (FTP)** was considered to ensure the local vision aligned with the State's. The FTP is broken into three elements: Vision, Performance, and Policy. The key goals of this plan included:

1. Safety and security
2. Adapting infrastructure to become more resilient to risks
3. Prioritizing the movement of people and freight
4. Enhancing access for Floridians to jobs
5. Supporting regional and local job creation
6. Reflecting community vision and values
7. Enhancing and restoring natural systems for future generations

VILLAGE TRANSPORTATION/MOBILITY MASTER PLAN 2021

The Village undertook a Transportation and Mobility Master Planning process from November 2020 through May 2021. A series of workshops as well as data collection and analysis of current and projected quality and safety of transportation options throughout the Village resulted in a Master Plan, summarized below.

MOBILITY VISION AND GOALS

Walking and Bicycling in Palm Springs is to be safe, convenient, comfortable and a key part of viable transportation options to connect people to places for short distances; connect people to transit and other shared mobility options; foster recreational and economic development opportunities; improve personal health and the environment; and elevate quality of life.

Integration: Integrate walking and biking into community planning (livability, health, environment, economic development)

Network: Integrate walking and biking into community planning (safe, comfortable, and attractive network connecting people of all ages and inclusive of all neighborhoods)

Maintenance: Maintain the walk/bike network so it is reliable and safe mobility alternative

Programs: Promote safety and encourage walking and biking (education, encouragement, enforcement)

First and Last mile: Integrate bike/ped facilities with Transit to increase ridership for long trips and biking/walking for neighborhood trips.

Providing multi-modal mobility options benefits many facets of the community assets such as:

- Access for people of all abilities and economic status
- Clean Environment – less cars on road = reduction of pollution and global warming
- Economy – with transportation choices, businesses benefit from a greater pool of staff who can get to work (rail, transit, safe biking and walking)
- Quality of life/safety – health benefits of walking and biking; less traffic = less stress in commute
- Funding – Planning for mobility positions in the Village for potential FDOT funding to improve mobility choices

Safety was an overall theme, with zero injuries or fatalities being a stated goal. To that end, the plan references FDOT's Vision Zero program. The Vision Zero approach prioritizes traffic safety as a public health issue. The traditional approach to traffic safety was more reactive and considered that traffic deaths and severe injuries were the inevitable side effects of transportation. Designers would analyze crash data and look for intersections that trend with the most serious injuries and deaths. These intersections were modified in efforts to reduce serious injury and death. The crashes were recorded as "accidents." In reality, crashes can be prevented with proper and thoughtful transportation planning and design. Vision Zero acknowledges that many factors contribute to safe mobility - roadway design, traffic speeds, human behaviors, technology, and policies.

EVALUATIONS AND OBSERVATIONS

The study area included key intersections evaluated by number of lanes, speed limits ranging from 30 mph to 45 mph, and traffic volume analyses (manual counts). Intersection capacity and Level of Service (LOS) for roadways were evaluated by using Highway Capacity Manual (HCM) modeling performed during morning and afternoon peak hour traffic conditions comparing 2020 data to projected 2030 conditions.

The study also focused on pedestrian and bicyclist data, safety, and sentiments, evaluating how far pedestrians would walk to get to their destination and the environmental factors that influence route, distance, and mode choice; evaluating commuting bicyclists and the environmental factors that influence route, distance and mode choice; and evaluating how far someone would bike/walk to a transit stop and the environmental factors that affect that choice.

The report noted a significant lack of adequate bicycle facilities; existing facilities substandard width and not buffered. For new construction, FDOT recommends a 7-foot buffered bicycle lane. Some municipalities are using paint to further distinguish the bicycle from the motorized vehicle lane or protecting the cyclist by designing a street furniture zone or on-street parking as a buffer.

The report observed that the Village's pedestrian infrastructure is underutilized because some of it lacks safe, comfortable and convenient paths. The plan evaluated pedestrian facilities using the Level-of-Transportation Stress (LTS) model. The model ranks the facilities with ranges from LTS 1 (suitable for children under 10) to LTS 4 (uncomfortable for most able-bodied adults). Palm Beach TPA used half levels to drill down even further into 7 levels of the same model. They looked at the presence of sidewalks, posted vehicular speeds, number of lanes and traffic volume for vehicles. A similar approach was used for evaluating bicycle facilities with the addition of commercial and residential driveway cuts. Facilities included shared lanes, wide curb lanes, dedicated bike lanes, buffered bike lanes, bike paths and multimodal lanes.

The plan highlighted the Village's program of shared-use paths to connect people to parks. The aim is to expand existing sidewalks to 8' wide to foster multi-modal use.

PROJECTS FOR CONSIDERATION

The final Master Plan ranked thirty (30) recommended projects, including traffic operational intersection improvements, traffic calming improvements, safety studies high crash locations, bike and pedestrian network extensions, complete streets improvements, and the adoption of a Village "Vision Zero" policy.

TABLE TM 2-8 RECOMMENDED PROJECTS AND STATUS

Project Ranking	Location	Project	Status
1	10th Avenue North from Davis Road to Sago Park Road; Henthorne Drive from Canal 9 pedestrian bridge to 10th Avenue North	Palm Springs Park Connector Pathway Phase 5	
2	Greenbrier Drive from Davis Road to South Congress Avenue (north side)	Bike & Pedestrian Network Extensions - Greenbrier Drive	Under design and coming forward for public and Council input in early 2024
3	Citywide	Adopt Vision Zero Policy	Adopted Nov. 18, 2021 (Res 2021-36)
4	Greenbrier Drive from Davis Road to Donald Road; Donald Road from Greenbrier Drive to Cypress Way (east side); Cypress Way from Donald Road to South Military Trail (north side)	Bike & Pedestrian Network Extensions - Alemeda West	Implementation has been initiated with extension of Park Connector Pathway along Park Ln between Gulfstream and Kirk Rd
5	Lake Worth Road Pedestrian Signal	Installation of a pedestrian signal to improve pedestrian crossing spacing along the Lake Worth Road corridor at the Gulfstream Road intersection and the existing Swap Shop crossing	Partial implementation in enhanced crosswalk at the Swap Shop and a new mid-block crossing near Urquhart by FDOT
6	Lakewood Road and Military Trail	Convert the existing stop-controlled intersection into a signalized intersection	FDOT found in 2023 that there were not sufficient traffic movements to support a signalized intersection. As redevelopment occurs in the area, will request a new warrant study.
7	Davis Road and Lake Worth Road	Convert the existing stop-controlled intersection into a signalized intersection.	
8	Lakewood Road, and Kirk Road (west side)	Bike & Pedestrian Network Extensions - Lakewood West	
9	Forest Hill Boulevard - South Military Trail to Prairie Road	Buffered Bike Lanes and Complete Streets - Forest Hill Boulevard	

Project Ranking	Location	Project	Status
10	Alemeda Drive - Military Trail to Congress Avenue	Perform Corridor Safety Study to mitigate for high crash location	
11	Dolan Road from crosswalk to South Congress Avenue (south side)	Bike & Pedestrian Network Extensions - Dolan East	Improved network extensions along Alemeda/Dolan are recommended for inclusion in the TPA's 2050 LRTP
12	Davis Road: Lakewood Drive to Lake Worth Drive; 2nd Avenue North: Lake Worth Drive to Engle Road; Bellevue Avenue: 2nd Avenue North to Lake Worth Road; Lake Worth Road Bellevue Avenue to crossing to campus	Bike & Pedestrian Network Extensions - 2nd Avenue East	
13	Kirk Road (East side)	Bike & Pedestrian Network Extensions - Kirk North	Improved network extensions along Kirk recommended for inclusion in the TPA's 2050 LRTP
14	Lake Worth Road: South Military Trail to Coconut Road and NE 2nd Avenue	Buffered Bike Lanes and Complete Streets - Lake Worth Road	
15	Lake Worth Road- Between Kirk and South Congress Avenue	Installation of speed radar signs pending traffic study approval	
16	Meadow Road from Congress Avenue to Prairie Road and Prairie Road from Meadow Road to Forest Hill Boulevard	Bike & Pedestrian Network Extensions – Meadow Prairie	
17	10th Avenue North from South Military Trail to Davis Road	Buffered Bike Lanes and Complete Streets - 10th Avenue North	
18	10th Avenue- Between Kirk Road and Congress Avenue	Installation of speed radar signs pending traffic study approval	
19	Congress Avenue- Between Forest Hill Boulevard and Summit Boulevard	Installation of speed radar signs pending traffic study approval	
20	Lorene Drive east of Congress Avenue	Evaluate speed tables along Lorene Drive	
21	Kirk Road- 10th Avenue to Lake Worth Road	Perform Corridor Safety Study to mitigate for high crash location	
22	Kirk Road- Forest Hill Boulevard to Greenbrier Drive	Perform Corridor Safety Study to mitigate for high crash location	

Project Ranking	Location	Project	Status
23	South Congress Avenue	Buffered Bike Lanes and Complete Streets - South Congress Avenue	
24	Kirk Road and Park Lane	Conversion from traffic signal to Roundabout if feasible	
25	Lillian Road- Between Congress Avenue and Lori Drive	Evaluate speed tables along Lilian Road	
26	Alemeda Drive- Between South Congress and Kirk Road	Evaluate a neighborhood traffic circle at Davis Road and Alemeda Drive; Evaluate speed tables along Alemeda Drive	
27	Davis Road- Between Greenbrier Drive and 10th Avenue N	Evaluate a neighborhood traffic circle at Davis Road and Riverdale Road or Winged Foot Road; Evaluate speed tables along Davis Road	
28	Kirk Road and Lakewood Road	Conversion from traffic signal to Roundabout if feasible	PBC prepared conceptual sketch; would require ROW acquisition on NW and SE corners
29	Davis Road and 2nd Avenue North	Conversion of all way stop to Roundabout if feasible	
30	Park Lane/Greenbrier Drive- Between Kirk Road and Congress Avenue	Evaluate neighborhood traffic circles at the intersections of Davis Road and Gulfstream Road; Evaluate speed tables on Greenbrier Drive	Davis/Greenbrier intersection under design and coming forward for public and Council input in early 2024

Source: Village of Palm Springs 2021 Transportation/Mobility Master Plan

Implementation of the recommended projects will require a combination of policy and financial planning. While the projects have been prioritized as a recommended approach for implementation purposes, from time-to-time, the Village will find that special funds or grants are available. In those cases, the Village should take full advantage of these opportunities, and allow for flexibility in project implementation. The project list should be reviewed annually by Village departments of Planning, Public Works, and the Village Manager's office, and, as funding becomes available, programmed into the 5-year Capital Improvements Program. Furthermore, the Village should utilize its prioritized list and work with the Palm Beach TPA to ensure that projects on major corridors, such as Congress Avenue, and 10th Avenue, are incorporated into the regional Long Range Transportation Plan. This will help secure funding for these projects in the Village.

GROWTH TRENDS AND PROJECTED DEFICIENCES

This portion of the Transportation Mobility Element provides an analysis of expected future traffic conditions under the assumption that no further improvements are made to the system other than those currently planned and programmed. The deficiency analysis, which is one of the data driven components of the Village's 2021 Transportation/Mobility Master Plan, identified stresses in the transportation network measured as volume to capacity (v/c) ratio assuming 2030 AADT volume projections. In the transportation network, if the demand (traffic volume) exceeds supply (roadway capacity), the v/c ratio is higher than 1.0 and indicates traffic congestion. Based upon this, most of the primary arterial roadways in the Village are performing within the acceptable range or less than 1.0 by 2030, with the exception of six (6) roadway segments, one of which currently exceeds LOS D volumes as of 2022: Melaleuca Ln., from Congress Ave. to I-95. Those roadways exceeding acceptable range are highlighted below.

TABLE TM 2-9A N-S ROADWAY FUTURE 2030 VOLUMES, LEVEL OF SERVICE

Roadway Segment	Roadway Type	Future 2030 AADT Volumes	LOS D Volume	Volume / Capacity	Level of Service
Military Trl.- Southern Blvd. to Forest Hill Blvd.	6 Lanes Divided	52,246	50,300	1.04	E
Military Trl.- Forest Hill Blvd. to 10th Ave.	6 Lanes Divided	45,852	50,300	0.91	C
Military Trl.- 10th Ave. to Lake Worth Rd.	6 Lanes Divided	42,291	50,300	0.84	C
Military Trl.- Lake Worth Rd. to Melaleuca Ln.	6 Lanes Divided	39,365	50,300	0.78	C
Kirk Rd.- Southern Blvd. to Gun Club Rd.	4 Lanes Undivided	14,607	31,500	0.46	C
Kirk Rd.- Gun Club Rd. to Summit Blvd.	2 Lanes Undivided	13,601	15,200	0.89	C
Kirk Rd.- Summit Blvd. to Forest Hill Blvd.	2 Lanes Undivided	11,267	15,200	0.74	C
Kirk Rd.- Forest Hill Blvd. to Alemeda Dr.	5 Lanes Undivided	18,126	31,500	0.58	C
Kirk Rd.- Alemeda Dr. to Greenbrier Dr.	2 Lanes Undivided	14,391	15,200	0.95	C
Kirk Rd.- Greenbrier Dr. to 10th Ave.	2 Lanes Undivided	14,391	15,200	0.95	C
Kirk Rd.- 10th Ave. to Lake Worth Rd.	2 Lanes Undivided	9,994	15,200	0.66	C
Kirk Rd.- Lake Worth Rd. to Melaleuca Ln.	2 Lanes Undivided	9,183	15,200	0.60	C
Davis Rd.- Summit Blvd. to Alemeda Dr.	2 Lanes Undivided	3,953	15,200	0.26	C
Davis Rd.- Purdy Ln. to Melaleuca Ln.	2 Lanes Undivided	6,624	15,200	0.44	C
Congress Ave.- Southern Blvd. to Gun Club Rd.	6 Lanes Divided	40,669	50,300	0.81	C
Congress Ave.- Gun Club Rd. to Summit Blvd.	6 Lanes Divided	39,388	50,300	0.78	C
Congress Ave.- Summit Blvd. to Forest Hill Blvd.	6 Lanes Divided	34,419	50,300	0.68	C
Congress Ave.- Forest Hill Blvd. to 10th Ave.	6 Lanes Divided	42,695	50,300	0.85	C
Congress Ave.- 10th Ave. to Lake Worth Rd.	6 Lanes Divided	53,250	50,300	1.06	E
Congress Ave.- Lake Worth Rd. to Melaleuca Rd.	6 Lanes Divided	49,468	50,300	0.98	C
Florida Mango Rd.- Summit Blvd. to Forest Hill Blvd.	2 Lanes Undivided	7,292	15,200	0.48	C
Florida Mango Rd.- Forest Hill Blvd. to 10th Ave.	2 Lanes Undivided	12,109	15,200	0.80	C

Source: Village of Palm Springs Transportation/Mobility Master Plan 2021

TABLE TM 2-9B E-W ROADWAY FUTURE 2030 VOLUMES, LEVEL OF SERVICE

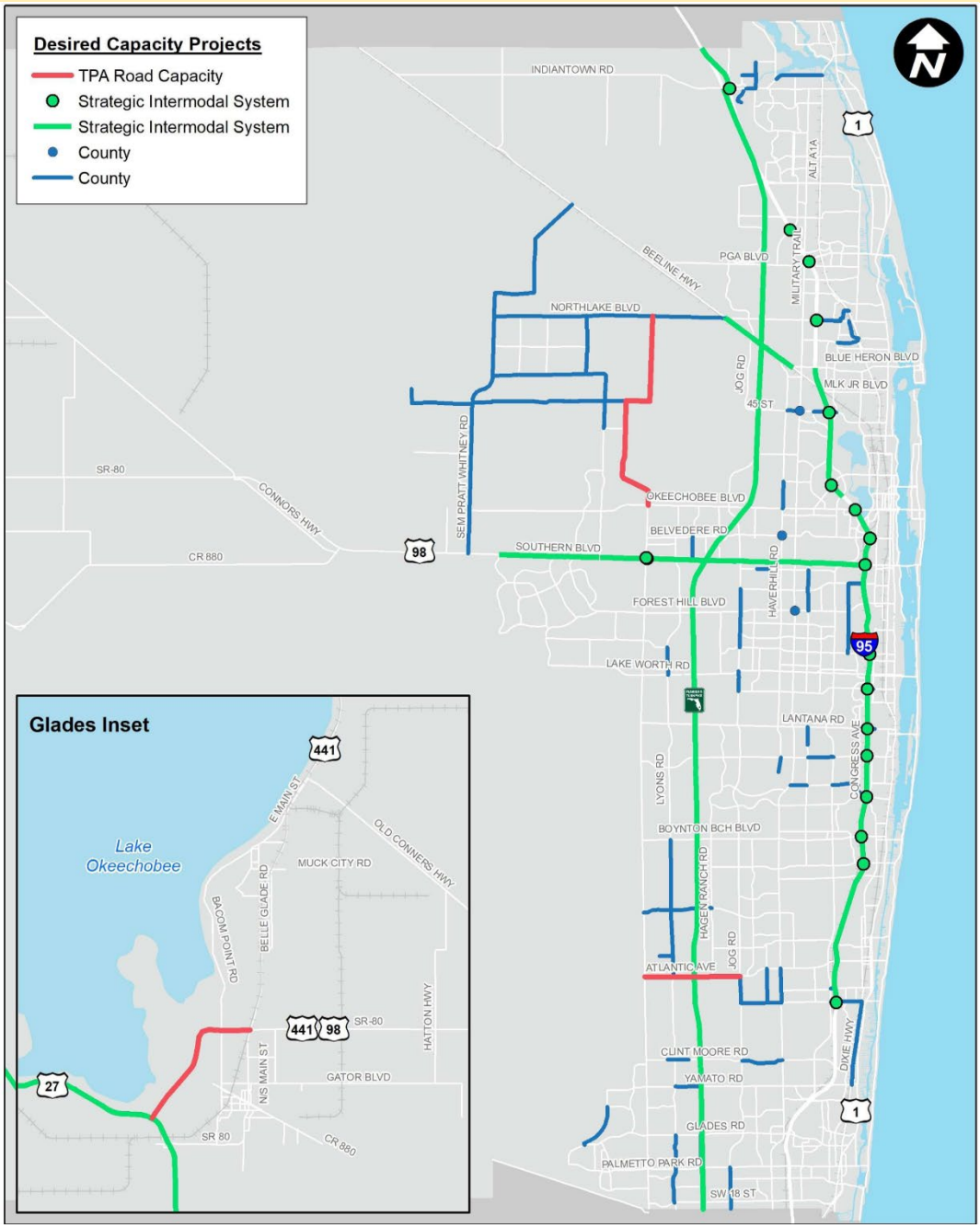
Roadway Segment	Roadway Type	Future 2030 AADT Volumes	LOS D Volume	Volume / Capacity	Level of Service
Gun Club Rd.- Military Trl. to Kirk Rd.	4 Lanes Undivided	15,070	31,500	0.48	C
Gun Club Rd.- Kirk Rd. to Congress Ave.	4 Lanes Undivided	21,202	31,500	0.67	C
Summit Blvd.- Military Trl. to Kirk Rd.	4 Lanes Undivided	24,109	31,500	0.77	C
Summit Blvd.- Kirk Rd. to Davis Rd.	4 Lanes Undivided	22,904	31,500	0.73	C
Summit Blvd.- Davis Rd. to Congress Ave.	4 Lanes Undivided	26,592	31,500	0.84	C
Summit Blvd - Congress Ave to Florida Mango Rd.	4 Lanes Undivided	14,576	31,500	0.46	C
Forest Hill Blvd.- Military Trl. to Kirk Rd.	6 Lanes Divided	44,648	50,300	0.89	C
Forest Hill Blvd.- Kirk Rd. to Congress Ave.	6 Lanes Divided	50,389	50,300	1.00	E
Forest Hill Blvd.- Congress Rd. to I-95	6 Lanes Divided	55,113	50,300	1.10	F
Alemeda Dr.- Military Trl. to Congress Ave.	2 Lanes Undivided	3,908	15,200	0.26	C
Greenbrier Dr.-Military Trl. to Congress Ave.	2 Lanes Undivided	6,443	15,200	0.42	C
10th Ave.- Military Trl. to Kirk Rd.	4 Lanes Undivided	29,585	31,500	0.94	C
10th Ave.- Kirk Rd. to Congress Ave.	4 Lanes Undivided	34,859	31,500	1.11	E
Lake Worth Rd.- Military Trl. to Kirk Rd.	6 Lanes Divided	49,282	50,300	0.98	C
Lake Worth Rd.- Kirk Rd. to Congress Ave.	6 Lanes Divided	46,024	50,300	0.91	C
Lake Worth Rd.- Congress Ave. to I-95	4 Lanes Divided	30,658	33200	0.92	C
Melaleuca Ln.- Military Trl. to Kirk Rd.	4 Lanes Undivided	29,435	31500	0.93	C
Melaleuca Ln.- Kirk Rd. to Congress Ave.	6 Lanes Divided	32,536	50300	0.65	C
Melaleuca Ln.- Congress Ave. to I-95	4 Lanes Divided	36,519	33200	1.10	F

Source: Village of Palm Springs Transportation/Mobility Master Plan 2021

TPA-IDENTIFIED TRANSPORTATION AND MOBILITY IMPROVEMENT AREAS

The Palm Beach TPA outlined several areas for improvement for roadways, pedestrian and bicycle facilities, and transit, known as “desires”. These are first identified as demonstrating need for improvement, and then incorporated over time into funding plans.

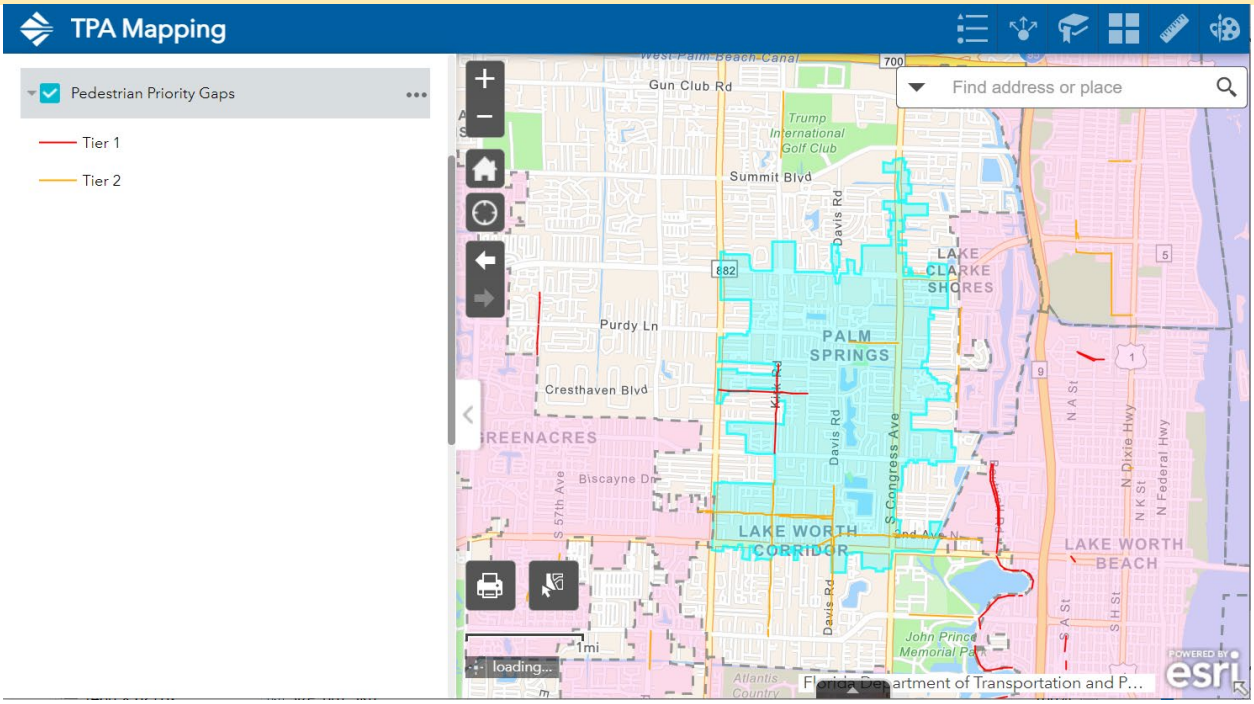
FIGURE TM 2-11 TPA 2045 LRTP DESIRES – ROADWAY CAPACITY



Source: Palm Beach TPA 2045 LRTP

In addition to roadway capacity improvements, the 2045 LRTP identified two Tier 1 and five Tier 2 Pedestrian Priority Gaps in the Village. The Tier 1 gaps address facilities along Kirk Road between Canal 9 Road and 10th Avenue N., and Park Lane between Military Trail and Gulfstream Road.

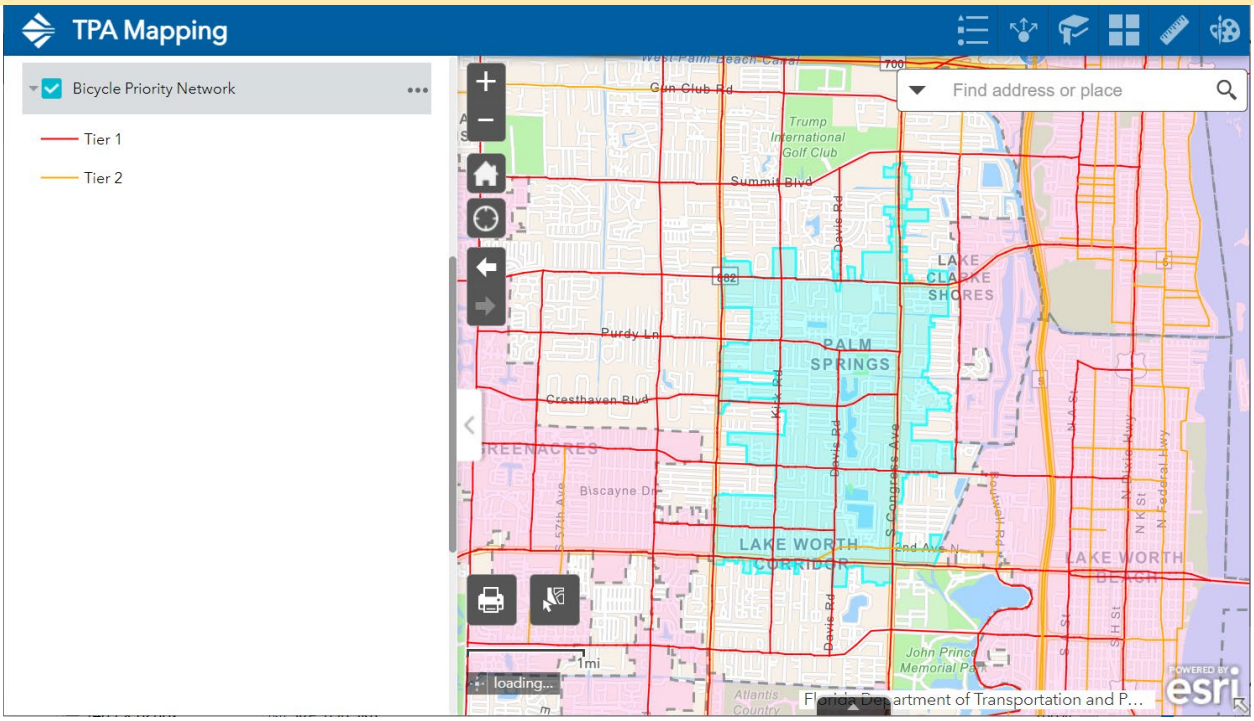
FIGURE TM 2-12 PEDESTRIAN PRIORITIES MAP



Source: Palm Beach TPA Mapping 2023

The TPA's Tier 1 Bicycle Facility Priorities include all arterial and major collector roads within the Village, including Military Trail, Kirk Road, Davis Road, Congress Avenue, Florida Mango Road, Forest Hill Boulevard, Purdy Lane, Park Lane/Greenbrier Drive, 10th Avenue N., Lakewood Road, Lake Worth Road, and Melaleuca Lane.

FIGURE TM 2-13 BICYCLE PRIORITIES MAP



Source: PALM BEACH TPA Mapping 2023

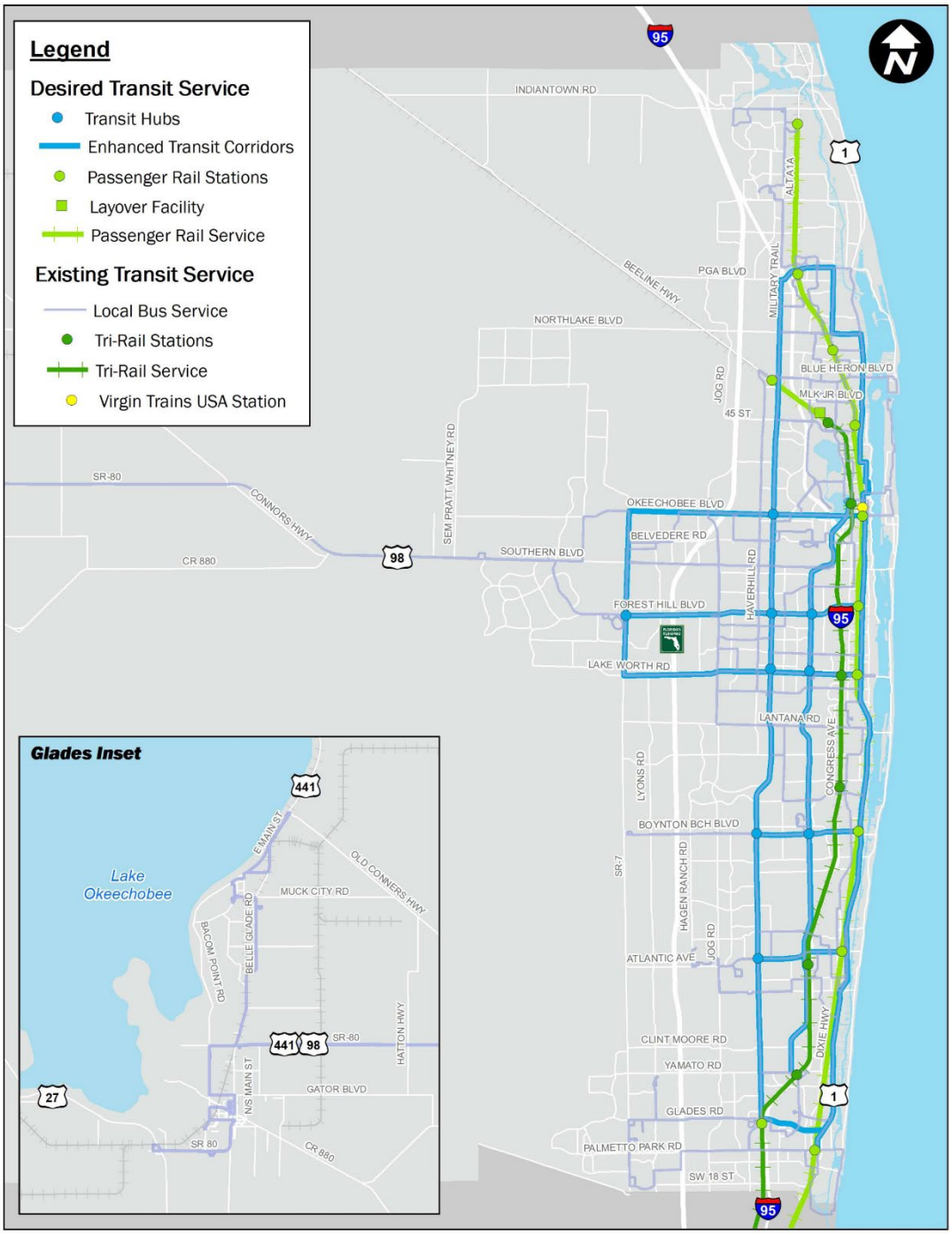
The 2022-2031 Palm Tran Transit Development Plan (TDP) outlined proposed scheduling expansions to 6 of the 7 bus routes serving the Village of Palm Springs, increasing Sunday spans to at least 8:00 AM to 7:00 PM for all routes, and decreasing headway for select route weekday, Saturday, and Sunday service.

Route	Weekday Headway*		Saturday Headway*		Sunday Headway*		Sunday Span*	
	Current (min)	Proposed (min)	Current (min)	Proposed (min)	Current (min)	Proposed (min)	Current	Proposed
2	30	15	45	30	60	30	7:45 AM - 8:00 PM	No change
3	30	15	30	No change	60	30	7:45 AM - 8:00 PM	No change
46	30	15	45	30	45	30	8:45 AM - 7:00 PM	8:00 AM - 7:00 PM
60	60	No change	60	No change	-	60	-	8:00 AM - 7:00 PM
62	20	30	30	No change	30	No change	9:00 AM - 7:30 PM	8:00 AM - 7:30 PM
64	45	30	45	30	-	60	-	8:00 AM - 7:00 PM

*Source: Palm Tran 2022-2031 TDP, *Reflects general headways and general service span.*

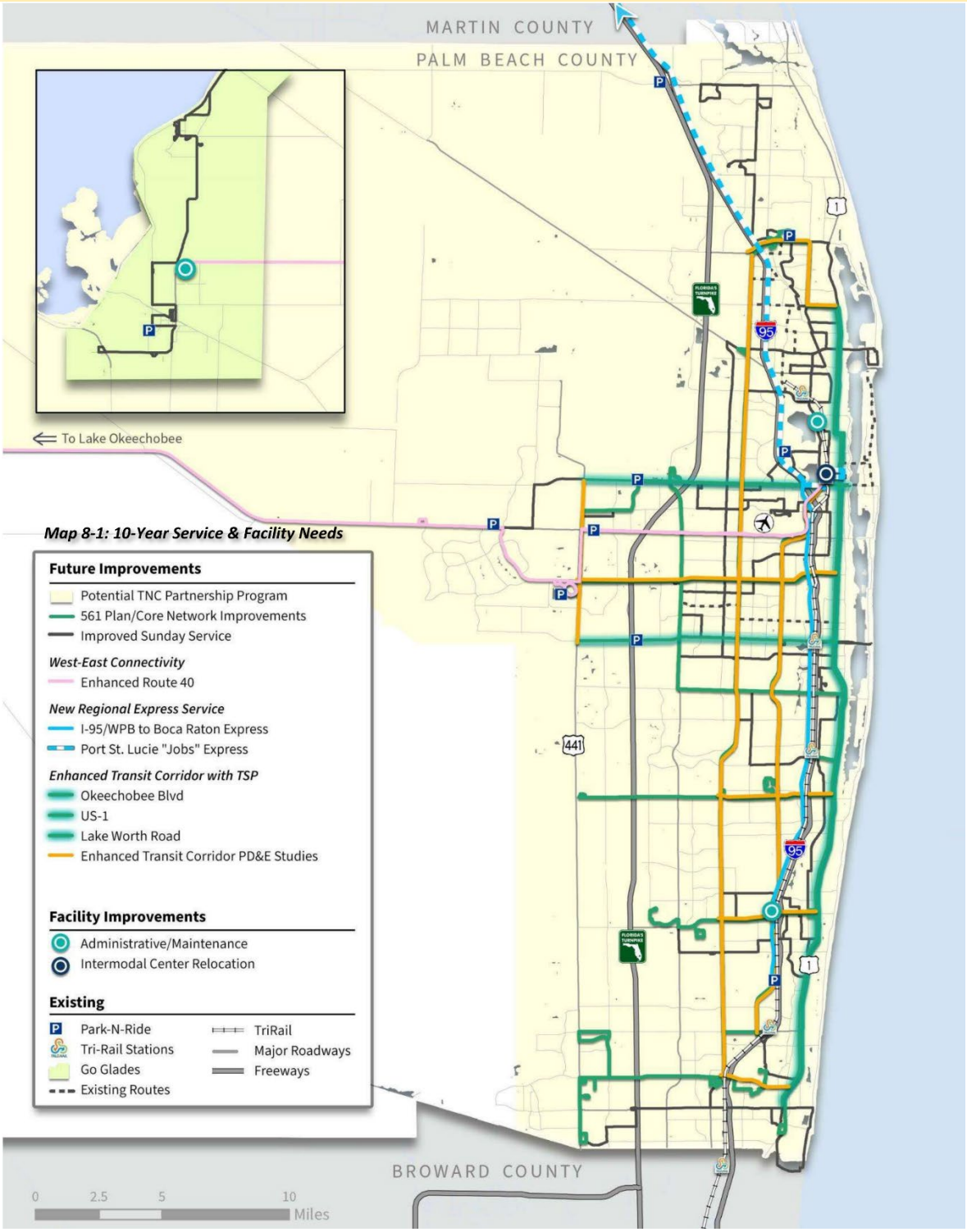
Additionally, the 2031 TDP and the 2045 LRTP identify four Enhanced Transit Corridors with TSP, as well as Transit Hubs, as desired improvements within or proximal to the Village: Forest Hill Boulevard, Congress Avenue, Lake Worth Road, and Military Trail, and their intersections.

FIGURE TM 2-14 PALM BEACH TPA 2045 LRTP DESIRES - TRANSIT



Source: PALM BEACH TPA 2045 LRTP

FIGURE TM 2-15 PALM TRAN 2031 TDP SERVICE & FACILITIES NEEDS



Source: Palm Tran 2031 TDP

TPA 2045 LRTP COST FEASIBLE PLAN

In addition to the three LRTP set-aside funding sources – State Road Modifications, Local Initiatives Program, and Transit Alternatives Program, which can be used for various projects including within the Village – four (4) projects within the Village were identified in the 2045 LRTP Cost Feasible Priorities List. There were seven (7) projects within the Village included in the Local Initiatives Priorities list, adding capacity or improving intersections along 10th Avenue North, Florida Mango Road, Forest Hill Boulevard, and Kirk Road.

VILLAGE OF PALM SPRINGS CAPITAL IMPROVEMENT PLAN

The Village identifies and plans funding for various infrastructure projects in its 5-year Capital Improvement Plan (CIP). Below are the mobility-related items listed in the current Fiscal Year 2024-2029 CIP.

TABLE TM 2-10 VILLAGE OF PALM SPRINGS F/Y 2024-2029 CIP – TRANSPORTATION

Description	F/Y 2024	F/Y 2025	F/Y 2026	F/Y 2027	F/Y 2028	F/Y 2029	F/Y 2024-2029 Total
Greenbrier Dr Entrance Way Improvements (Design & Construction)	$ 903,000						**$ 903,000**
Bridge replacement Davis & Winged Foot	$ 150,000						**$ 150,000**
Greenbrier Dr & Davis Rd Improvements (Design & Construction)	$ 620,000						**$ 620,000**
Lighting on Lakewood Road - CDBG funded (Design & Construction)	$ 360,000						**$ 360,000**
Complete Streets, pedestrian and bicycle safety improvements		$ 150,000					**$ 150,000**
General Fund Subtotal	***$2,033,000***	***$ 150,000***	***$ -***	***$ -***	***$ -***	***$ -***	***$2,183,000***
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**
CRA Subtotal	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	***$ 500,000***	***$ 500,000***
Grand Total	**$ 2,033,000**	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ 500,000**	**$ 2,683,000**

Source: Village of Palm Springs Capital Improvement Plan Fiscal Year 2024-2029

FUNDING MECHANISMS FOR PEDESTRIAN AND BICYCLE FACILITIES

According to the Village's 2021 Transportation/Mobility Master Plan, local funding is generated from within a municipality or county, generally relying on property taxes, and special programs, such as concurrency or impact fees. As communities continue to seek new sources of revenue (such as in the pending federal infrastructure bill), it is advised that they consider a form of mobility fee, which requires that developments fund their fair share of the infrastructure needed to support a multimodal transportation system. For the Village of Palm Springs, any mobility fee will require coordination and negotiation with Palm Beach County on their Roadway Impact Fee as provided for under Article 13 of the County's code.

At the state level, the FDOT Safety Office funds grants that address traffic safety priority areas including pedestrian and bicycle safety.

Federal funding opportunities are authorized under the Bipartisan Infrastructure Law (BIL), which superseded the Fixing America's Surface Transportation (FAST) Act in 2021. The BIL continues the Transportation Alternatives (TA) set-aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program (TAP) under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity. The Village should work with both the Palm Beach County TPA and FDOT to secure funding as available.

TRANSPORTATION ANALYSIS

This element addresses mobility for all transportation systems serving pedestrians, bicyclists, transit users, motorized vehicle users, and trucking/freight, as well as those systems providing airport and seaport transportation. The data provided includes a variety of local, state, and federal agency sources. The preceding pages outline the Transportation and Mobility coordination in the Village. In summary:

- The 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%).
- One roadway segment in the Village currently exceeds LOS D standards using 2022 AADT volumes: Melaleuca Ln. from Congress Ave. to I-95.
- The Village's transit needs are currently served by Palm Tran, Palm Beach County's bus transit service, with seven fixed routes.
- Most of these routes are prioritized by Palm Tran for scheduling improvements, including the addition of Sunday service. Transit Hubs and Enhanced Transit Corridors with TSP within the Village have also been identified as 10-year facility needs.
- The TPA's 2045 LRTP identified roadway capacity needs, sidewalk and bicycle facility priorities, and transit improvements throughout and near the village, some of which are included in funding plans.
- Future 2030 AADT volumes are projected to exceed LOS D Standards on six roadway segments. The Village should advocate to the TPA for prioritized improvements to these segments.
- 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 included overtime within the Village CIP and to seek funding from the TPA. The Village should consider policies to work 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.
- The Village should consider policies to seek and support mobility improvements which serve the Village with the Palm Beach County TPA and PalmTran.
- The Village should consider policies to acquire easements and/or right of way from properties which represent likely stops for a potential future Village micro transit service, for the construction of transit infrastructure.
- 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.
- The Village should adopt an additional Vision Zero implementation policy, as outlined in the Mobility Master Plan, 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 on available resources. The Vision Zero team should meet regularly to lead and evaluate

efforts. It should include representatives from the Village Manager's office, the Village Police, Public Works and Planning Departments, the team should meet quarterly, at minimum, and data on crashes and other safety concerns, as well as results from enforcement initiatives, are to be reviewed at these meetings. It is also recommended that the team coordinate with Palm Beach County, the Palm Beach TPA, and the County School District, inviting members to be on the VZ Team."

DEFINITIONS AND ACRONYMS

Accessibility - Ability to reach desired destinations, activities, goods, and services.

Complete Streets - Complete Streets is a design approach that requires streets to be planned and designed to enable safe, convenient travel with access for users of all ages and abilities regardless of their mode of transportation.

Development - Means new development, redevelopment, or expansion of existing development.

Freeways/ Expressways - Controlled access facilities with grade separated intersections providing for interregional and/or interstate travel at high operating speeds. Typically, expressways accommodate high volumes of traffic.

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.

Paratransit – The transporting of people by conveyances, or systems of conveyances, traveling on land or water, local or regional in nature, and available for use by the public. Public transit systems may be either governmentally owned or privately owned. Public transit specifically includes those forms of transportation commonly known as “paratransit.”

Resilience - The ability of the transportation system to adapt to changing conditions and prepare for, withstand, and recover from disruption.

Roadway Inundation – The flooding of roadway segments with stormwater or floodwaters.

Significant Local Roads - Local roads that provide a limited mobility function. They serve the accessibility role of local roads but have traffic characteristics and a collection/distribution function of low volume collector roads. Typically, the roadways are residential subdivision streets that are characterized by higher volumes than local roads. Traffic volumes are high enough that traffic calming, traffic abatement, or additional or enhanced pedestrian and bicycle amenities may be needed to ensure the road can serve its local road function.

South Florida Regional Transportation Authority (SFRTA) – The organization created in 2003 by Palm Beach, Broward, and Miami-Dade Counties to plan, develop, fund, and operate a seamless, safe and efficient regional transportation system. SFRTA operates the Tri-Rail commuter train service.

Southeast Florida Transportation Council (SEFTC) – The regional tri-county transportation planning organization established by the Palm Beach TPA, the Broward Metropolitan Planning Organization (MPO), and the Miami-Dade Transportation Planning Organization (TPO) to formally coordinate transportation and mobility planning activities and investment decisions in the region.

Strategic Intermodal System (SIS) - Florida’s transportation system composed of facilities and services of statewide and interregional significance, including appropriate components of all modes.

Sustainability - Meeting the needs of the present without compromising the ability to meet the needs of the future.

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.

Transit Development Plan (TDP) – The regular 10-year planning document compiled by Palm Tran, analyzing current transit uses and conditions, trends, and future needs and funding sources.

Transportation Disadvantaged – Those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high-risk or at-risk as defined in Section 411.202, F.S.

Transportation Improvement Program (TIP) - A comprehensive and prioritized list of transportation projects funded over a five-year period that is consistent with the Long-Range Transportation Plan (LRTP). The TIP is based upon funding data contained within the FDOT Tentative Work Program (also known as the Citizen's Report).

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.

HOUSING ELEMENT

Data, Inventory and Analysis

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INTRODUCTION

The Housing Element provides analysis of past, present, and future housing characteristics of the Village of Palm Springs. The type, structure, and condition of the Village's housing stock can influence local quality of life. Providing a variety of housing options establishes accessibility for people of all ages, income levels, and family sizes, while also accommodating a mixture of different lifestyles that can establish a well-balanced community.

Housing also influences the Village's economic strength and the potential for local economic growth. Providing a mix of adequate housing options for a variety of income levels can help support a strong local workforce to support the local economy. It is important that the Village look for ways to preserve the established residential core to fill local jobs as well as provide nearby goods and services for its residents. New development should provide quality housing and redevelopment should be done in a way to improve the quality of housing by removing existing deficiencies.

The information reported below provides details on the housing conditions in the Village. The data to support this element is based upon the most recent data provided by local, state, and federal agencies.

STATUTORY REQUIREMENTS

Florida Statutes requires that Comprehensive Plan Elements be based upon relevant and appropriate data and an analysis by the local government that may include surveys, studies, community goals and vision, and other data available at the time of adoption. The Florida Office of Economic and Demographic Research provides data from the University of Florida Bureau of Economic and Business Research and the US Census. Both were used as data sources for the Village of Palm Springs Comprehensive Plan. Other data sources analyzed include but are not limited to:

- U.S. Census Bureau Decennial Census
- U.S. Census Bureau American Community Survey (ACS)
- Florida Division of Historical Resources
- University of Florida – Bureau of Economic and Business Research (BEBR)
- University of Florida – Shimberg Center for Housing Studies
- Palm Beach County Population Allocation Model (PAM)

In evaluating the data from all sources, this data report will provide estimates of:

- The number and distribution of dwelling units by type, tenure, age, rent, value, monthly cost of owner-occupied units, and rent or cost to income ratio.
- The number of dwelling units that are substandard, including the methodology used to estimate the condition of housing.
- The anticipated number of households by size, income range, and age of residents derived from the population projections, and the minimum housing need of the current and anticipated future residents of the jurisdiction.

GROWTH TRENDS

POPULATION TRENDS

According to the U.S. Census Bureau American Community Survey 2022 5-year average, the estimated population in the Village of Palm Springs is 26,692. According to the U.S. Census, the Village saw its largest percent increase in population from 1970 to 1980, when the population grew by 88.2% from 4,340 to 8,166 inhabitants. The growth rate began to slow down in 1990, as the population grew by 19.6% from 1980 to 1990 (8,166 to 9,763 inhabitants), 19.8% from 1990 to 2000 (9,763 to 11,699 inhabitants). The Village experienced another large growth from 2000 to 2010, with a 61.8% growth (11,699 to 18,928 inhabitants). The estimated population increase from 2010 to 2020 was 42.1%, as it is estimated that the population increased from 18,928 to 26,890 inhabitants. **Table HOU-1** summarizes the population changes in the Village of Palm Springs from 1960 to 2020.

TABLE HOU-1 POPULATION TRENDS

Year	Population	Change in Population	Percent Change in Population
1960	2,503	-	-
1970	4,340	+ 1,837	+ 73.4%
1980	8,166	+ 3,826	+ 88.2%
1990	9,763	+ 1,597	+ 19.6%
2000	11,699	+ 1,936	+ 19.8%
2010	18,928	+ 7,229	+ 61.8%
2020	26,890	+ 7,962	+ 42.1%

Source: U.S. Census

POPULATION PROJECTIONS

Table HOU-2 summarizes population projections for the Village of Palm Springs through the year 2045. Because much of the Village is built out, it is unlikely that its population will increase at the same rate as estimates for Palm Beach County generally, where most growth will come from new development and re-development. It can be anticipated that the baseline Village growth rate will be lower than Palm Beach County due to lack of large undeveloped areas in the Village. However, future annexation into the Village and the redevelopment of more multi-family and mixed-use projects could increase population periodically.

Given the complexity of population projections for municipal jurisdictions which can grow via annexation in addition to traditional new and re-development, this analysis uses the Palm Beach County Population Allocation Model (PAM). The County prepares the PAM every other year as a tool for long-range service delivery planning, incorporating the U.S. Decennial Census, OEDR/BEBR projections, and localized data for finer calibration including land use changes, approved or expired residential projects, annexations, and local Traffic Analysis Zone (TAZ) information.

TABLE HOU-2 POPULATION PROJECTIONS

Year	Population	Change in Population	Percent Change in Population
2010	18,928	-	-
2020	26,890	+ 7,962	+ 42.1%
2025	27,855	+ 965	+ 3.6%
2030	29,735	+ 1,880	+ 6.7%
2035	30,958	+ 1,223	+ 4.1%
2040	31,809	+ 851	+ 2.7%
2045	32,437	+ 628	+ 2.0%

Source: Palm Beach County Population Allocation Model, 2023

HOUSING INVENTORY

This section provides information on the characteristics and conditions of the existing housing stock in the Village of Palm Springs including:

- Age of housing stock
- Dwelling unit types
- Housing tenure
- Cost of housing
- Housing conditions

This section also discusses the availability of affordable housing and manufactured housing, the protection of historically significant housing, and housing construction activity. The data sources for this information are BEBR, the 2022 American Community Survey, and the Florida Division of Historical Resources.

AGE OF HOUSING STOCK

The largest share of the existing housing units in the Village of Palm Springs were constructed in the 1970s (32.4%). This may result in an increased likelihood of renovations or redevelopment which could correct any deficiencies and make units more resilient to the risks of inclement weather or more efficient in energy and water consumption. The Village could consider providing incentives and grants to spur housing improvements and new construction to meet the goals established in the Comprehensive Plan.

The Village was founded in 1957 as a 700-acre parcel of pastureland developed into a new community with the construction of about 800 homes. Since then, the largest increase in new housing stock appears to have occurred during the 1970s and 1980s. At least 3,079 new units were built between 1970 and 1979, more than double the number of units built during the preceding decade. During the 1980s, at least 2,125 units were built, fewer than in the preceding decade but still much higher than prior periods. This increase in construction coincides with the documented population growth of the 1970s and ‘80s. The development of new housing stock has slowed down each decade since, as depicted in **Table HOU-3**.

TABLE HOU-3 AGE OF HOUSING STOCK

Year Structure Built	Number of Housing Units	Percent
1939 and earlier	64	1%
1940-1949	231	2%
1950-1959	1,154	12%
1960-1969	1,416	14%
1970-1979	3,079	31%
1980-1989	2,125	21%
1990-1999	741	7%
2000-2009	912	9%
2010-2019	255	3%
2020 or later	40	0%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

DWELLING UNIT TYPES

As summarized in **Table HOU-4**, the housing stock in the Village of Palm Springs spans a diverse range of types, including roughly 45% as single-family-type units (1-unit detached or attached and mobile home), roughly 26% as larger-scale multifamily structures, and the remaining units distributed fairly evenly across small and medium multifamily structures. There were no units categorized as Boat, RV, Van, etc. estimated in the 2022 ACS.

TABLE HOU-4 HOUSING UNITS BY TYPE OF STRUCTURE

Type of Structure	Number of Units	Percent
1-unit, detached	2,863	29%
1-unit, attached	1,374	14%
2 units	691	7%
3 or 4 units	857	9%
5 to 9 units	578	6%
10 to 19 units	733	7%
20 or more units	2,621	26%
Mobile home	300	3%
Boat, RV, van, etc.	0	0%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

HOUSING TENURE

Housing tenure describes the occupancy of dwelling units within the Village. **Table HOU-5** provides the number of units that are owner-occupied and renter-occupied, as well as the percentages for each. An estimated total of 8,800 of the 10,017 housing units in the Village of Palm Springs are occupied (88%). Occupancy rates in the Village are over 5% higher than the county overall (83%), more than 4% higher than the state overall (84%), and very similar to overall rates across the entire U.S. (89%). It can be argued that higher occupancy rates are correlated with higher local housing demand; lower rates of seasonal, recreational, or temporary use of housing units; and lower rates of use of residential units for short-term or vacation rentals.

The majority of occupied housing units are renter-occupied (55%). Although higher than Palm Beach County generally (30%) and most neighboring municipalities, the Village's rental rate is similar to that of West Palm Beach (50%) and Lake Worth Beach (56%). On average, renters tend to be younger, earn less, and have less wealth than homeowners. The relatively high renter rates in the Village can be correlated with younger median age and lower household income.

TABLE HOU-5 HOUSEHOLDS BY TENURE

Owners/Renter Occupied	Number of Units	Percent
Owner	3,948	45%
Renter	4,852	55%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

COST OF HOUSING

Of the 2022 ACS estimated 3,948 owner-occupied housing units, 2,415 or roughly 61%, had a mortgage. The remaining 1,533 units, roughly 39%, did not have a mortgage.

As shown on **Table HOU-6** the largest share of units with a mortgage had a Selected Monthly Owner Cost (SMOC) between $1,500 to $1,999, with the median monthly cost being $1,561. The median monthly cost in the Village was roughly 26% lower than the median across all of Palm Beach County: $2,121. Note that SMOC is the sum of payments for mortgages, deeds of trust, contracts to purchase, or similar debts on the property (including payments for the first mortgage, second mortgages, home equity loans, and other junior mortgages); real estate taxes; fire, hazard, and flood insurance on the property; utilities (electricity, gas, and water and sewer); and fuels (oil, coal, kerosene, wood, etc.). It also includes, where appropriate, the monthly condominium fee for condominiums and mobile home costs (personal property taxes, site rent, registration fees, and license fees).

TABLE HOU-6 SELECTED MONTHLY OWNER COSTS, UNITS WITH A MORTGAGE

Monthly Owner Costs	Number of Units	Percent
Less than $500	134	6%
$500 to $999	293	12%
$1,000 to $1,499	636	26%
$1,500 to $1,999	829	34%
$2,000 to $2,499	371	15%
$2,500 to $2,999	93	4%
$3,000 or more	59	2%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

Table HOU-7 summarizes the Gross Rent costs in the Village of Palm Springs. Comparable with SMOC, Gross Rent includes contracted rent plus utilities. More than half of renters (54%) paid less than $1,500 in gross rent, with the median gross rent being $1,457. Rents tended to be higher in Palm Beach County generally, with roughly 63% of units costing $1,500 or more and a median gross rent of $1,700.

TABLE HOU-7 MONTHLY GROSS RENT PAYMENTS

Monthly Rent Cost	Number of Units	Percent
Less than $500	23	0%
$500 to $999	466	10%
$1,000 to $1,499	2,066	43%
$1,500 to $1,999	1,552	33%
$2,000 to $2,499	452	10%
$2,500 to $2,999	122	3%
$3,000 or more	72	2%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

COST TO INCOME

The Department of Housing and Urban Development (HUD) defines cost-burdened families as those “who pay more than 30 percent of their income for housing” and so “may have difficulty affording necessities such as food, clothing, transportation, and medical care.” The U.S. Census Bureau’s SMOC and Gross Rent totals are useful for analyzing housing cost to income ratios to determine rates of housing cost burden in the community.

Table HOU-8 summarizes information on Selected Monthly Owner Costs (SMOC) for units with a mortgage as a percentage of household income. Roughly 36% of units with a mortgage in the Village are associated with costs that exceed 30% of household income and are therefore cost burdened; this is comparable to the rate for Palm Beach County generally, at 37%. Though SMOC tends to be significantly lower overall for owner-occupied units without a mortgage, roughly 18% of those units are cost burdened. Countywide, a larger share of units without a mortgage, 22%, are cost burdened.

TABLE HOU-8 SMOC AS A PERCENTAGE OF HOUSEHOLD INCOME, UNITS WITH A MORTGAGE

SMOC as a Percentage of Household Income	Number of Units	Percent
Less than 20.0%	828	34%
20.0 to 24.9%	385	16%
25.0 to 29.9%	315	13%
30.0 to 34.9%	237	10%
35.0 % or more	638	27%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

Table HOU-9 summarizes information on the cost of gross rent as a percentage of household income in the Village. An estimated 52% of rental households paid 35% or more of their household income on gross rent costs, with an additional 11% paying between 30% and 34.9% of their household income. Combined, 63% of rental households in the Village were cost burdened. These rates are slightly higher than Palm Beach County generally, with a total of 60% of rental units' gross rent costing more than 30% of household income.

TABLE HOU-9 GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME

Rent as a Percentage of Household Income	Number of Units	Percent
Less than 15.0 %	378	8%
15.0 to 19.9%	553	12%
20.0 to 24.9%	416	9%
25.0 to 29.9%	404	9%
30.0 to 34.9%	510	11%
35.0% or more	2,461	52%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

The most recent data available from the American Community Survey reflects 5-year estimates for 2018-2022, and as such do not reflect the most recent trends in rising housing costs. Although this analysis cannot precisely quantify the rates of cost increase, there is ample widely available anecdotal evidence of recent significant increases in several housing cost elements including mortgage interest rates, home sale market values, home insurance premiums, and inflationary and regulatory forces impacting condominium association fees. Some of these factors, such as insurance premiums, are influencing rising housing costs in Florida in particular. Wage growth in general is widely reported to not be keeping pace with these cost increases. Therefore, current day housing costs and cost-to-income ratios in the Village can reasonably be anticipated to be higher than the figures above; in other words, it is likely that Village residents are paying higher housing costs – both SMOC and Gross Rent – and are more likely to be housing cost burdened today than in ACS 2022 averages.

HOUSING CONDITIONS

One way to analyze the conditions of existing housing is by identifying the components missing in housing units that are deemed 'substandard' by the U.S. Census. These substandard housing conditions include:

- 1.01 or more persons per room (overcrowded)
- No fuel used (unheated units)
- Lacking complete kitchen facilities: a sink with a faucet, a stove or range, and a refrigerator
- Lacking complete plumbing facilities: hot and cold running water, a flush toilet, and a bathtub or shower

Table HOU-10 summarizes the number of units that fall under these factors for substandard housing. The share of unheated homes is roughly the same as for Palm Beach County generally (3%), as are the percentages of homes lacking complete kitchen or plumbing facilities, compared to the County, although the total numbers are vanishingly low. The Village has more than double the share of overcrowded units than in the County overall, however, with 8% in the Village compared to 3% in the County.

TABLE HOU-10 SUBSTANDARD HOUSING

Substandard Housing Factor	Number of Units	Share of Occupied Units
Overcrowded (1.01 or more persons per room)	720	8%
No Fuel Used (Unheated)	250	3%
Lacking Complete Kitchen Facilities	82	1%
Lacking Complete Plumbing Facilities	37	0%

Source: U.S. Census Bureau American Community Survey 5-year Estimates, 2022

The U.S. Census Bureau defines complete plumbing facilities as including hot and cold running water, a bathtub or shower, and a flush toilet. It is possible that some of these units have two but not all three of these facilities, for example an "efficiency"-style unit with a half-bath, or a lack of running hot water.

SUBSIDIZED AND INCOME-RESTRICTED HOUSING

Income-based rent is designated so that eligible households should pay no more than 30% of their income towards housing costs each month. This rent option is usually provided for low-income households and is offered by programs such as Public Housing, Project-based Section 8, and Section 8 Housing Choice Vouchers.

Maintained by the Shimberg Center for Housing Studies, the Assisted Housing Inventory (AHI) is a database of subsidized developments that provide affordable rental housing in Florida. The AHI includes traditional public housing and properties subsidized by Florida Housing Finance Corporation, U.S. Department of Housing and Urban

Development (HUD) multifamily programs, U.S. Department of Agriculture Rural Development (RD), and local housing finance authorities (LHFA). In exchange for subsidies, property owners provide affordable ("assisted") units with limits on tenant incomes and rents.

According to the Shimberg Center Florida Housing Data Clearinghouse, there is one AHI property in the Village: Portofino Apartments, located at 2767 10th Avenue N, east of S Congress Avenue. Portofino Apartments was built in 2003 and is currently subsidized through 2064. The community is comprised of 270 rental units, of which 254 are assisted. There are a total of 66 1-bedroom, 120 2-bedroom, and 84 3-bedroom apartments. Forty-eight (48) units are reserved for tenants making 35% Area Median Income (AMI) or less, and 206 units are reserved for those making 55%-60% AMI. The average rent is $665 for a 1-bedroom unit, $884 for a 2-bedroom unit, and $1,019 for a 3-bedroom unit. The average Rent to Fair Market Rent ratio is 63%, meaning the subsidized rents at Portofino Apartments are on average 37% lower than average market rates for the area.

MANUFACTURED HOMES

Mobile and manufactured homes represent relatively inexpensive housing options for individuals and families to own or rent property. According the 2022 American Community Survey, there are 300 mobile or manufactured homes in the Village of Palm Springs, 3% of total housing units.

HISTORIC HOUSING

Historical resources within communities may be identified on one or more inventories managed at the federal, state, or local levels. The National Register of Historic Places (NRHP) is an active list of U.S. properties that have been determined through a formal process to be historically significant by the National Park Service, U.S. Department of the Interior. Projects involving federal or state revenue, licensing, or permitting, must account for effects to resources that are listed in, or eligible for listing in, the NRHP. Statewide, the Florida Master Site File, maintained by the Florida Department of Historical Resources, (Department of State) is an active inventory of Florida's historical cultural resources that are typically, but not always, over 50 years old, without regard to historical significance. In some cases, resources less than 50 years of age are included in the Site File inventory for planning purposes or for possessing other historical or significance attributes. The NRHP is maintained by the National Park Service, although Florida's Bureau of Historic Preservation within the Division of Historical Resources has an office (the Survey and Registration Section) charged with giving technical assistance to agencies and private individuals who seek to have properties listed in the NRHP. Properties that are listed in the NRHP are also recorded at the Site File, and the Site File has copies of the federal nomination forms and sometimes other information as well. However, most properties recorded at the Site File are not listed in the NRHP because many Site File properties do not meet criteria of the NRHP for historical significance and because the NRHP nomination process can be complicated and require professional assistance. There are also various county and local municipal or neighborhood historical societies which inventory and designate properties.

While designation on the National Register entails standards for preservation, upkeep, and maintenance of properties, inclusion in the Florida Master Site File itself carries no such standards. Only local codes and ordinances may regulate the preservation of Site File listed properties.

Currently, there are no structures in the Village of Palm Springs recorded in the National Register of Historic Places, but there are properties listed in the Florida Site File. According to the American Community Survey 2022 5-year Estimates, there were 2,865 housing units built before 1970 and therefore meet the age criterion for eligibility, although not all of them may be detached dwellings and therefore the number of actual structures may be lower.

The Village may consider introducing a program conducting an inventory of locally important housing structures and/or properties, seeking inclusion on the Master Site File, and adopting local preservation ordinances and/or funding programs to maintain any significant properties within a newly designated historic district. This could be organized in partnership with groups such as the Historical Society of Palm Beach County.

Historic preservation programs may help preserve the character of communities, but they may also impact the normal functions of the real estate market resulting in higher overall housing costs in some cases. Development of historic preservation programs should include thorough community involvement and input as well as research into short- and long-term implications for local housing availability and affordability.

HOUSING ANALYSIS

This element provides a housing analysis for the Village of Palm Springs based upon data provided by a variety of local, state, and federal agencies. The preceding pages outline the existing housing conditions in the Village. In summary:

- The 1970s and 1980s saw the greatest increase in housing stock, which was also the time period that had the fastest growth in population in the Village
- The largest share of housing units in the Village are single-family dwellings (45%), roughly one-quarter (26%) are multifamily units in buildings of 20 or more units, and the remaining are split among small and medium multi-family complexes. Roughly 3% of units are manufactured homes.
- A majority of occupied housing units (55%) are rented rather than owner-occupied.
- Roughly 36% of owner-occupied units with a mortgage were cost-burdened, spending more than 30% of household income on housing costs. A smaller portion, 18%, of owner-occupied units without a mortgage were cost burdened. Renters were significantly more likely to be cost-burdened, with 63% of rental households spending more than 30% of household income on gross rent.
- There is one Assisted Housing Inventory property in the Village, Portofino Apartments. The community offers 254 assisted rental units comprised of 1-, 2-, and 3-bedroom apartments. They are reserved for two groups, households making less than 35% Area Median Income (AMI) and those making between 55% and 60% AMI. Assisted rents are on average 37% lower than Fair Market Rents for the area.
- There are no designated historic properties in the Village.
- More than 30% of residential units were constructed in the 1970s. The Village could consider providing incentives and grants to spur housing improvements and new construction to meet the goals established in the Comprehensive Plan.
- The Village may consider introducing a program conducting an inventory of locally important housing structures and/or properties, seeking inclusion on the state Master Site File, and adopting local preservation ordinances and/or funding programs to maintain any significant properties within a newly designated historic district.

DEFINITIONS AND ACRONYMNS

ACS – American Community Survey, an ongoing survey conducted by the U.S. Census Bureau that provides annual reporting on population, demographic, economic, housing, and other trends between Decennial Census years.

Accessory Dwelling Unit - An ancillary or secondary living unit, that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit.

Affordable– Monthly rents or monthly mortgage payments including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in the definitions "low-income persons", "moderate-income persons", or "very-low income person". The term also includes housing provided by a not-for-profit corporation that derives at least 75 percent of its annual revenues from contracts or services provided to a state or federal agency for low-income persons and low-income households; that provides supportive housing for persons who suffer from mental health issues, substance abuse, or domestic violence; and that provides on-premises social and community support services relating to job training, life skills training, alcohol and substance abuse disorders, child care, and client case management.

BEBR – Bureau of Economic and Business Research, University of Florida

Community-Based Organization - A nonprofit organization that has among its purposes the provision of affordable housing to persons who have special needs or have very low income, low income, or moderate income within a designated area, which may include a municipality, a county, or more than one municipality or county, and maintains, through a minimum of one-third representation on the organization's governing board, accountability to housing program beneficiaries and residents of the designated area.

Elderly - A person 60 years of age or older who is suffering from the infirmities of aging as manifested by advanced age or organic brain damage, or other physical, mental, or emotional dysfunctioning, to the extent that the ability of the person to provide adequately for the person's own care or protection is impaired.

FMSF – Florida Master Site File, the state's official inventory of historical, cultural resources, maintained by the Florida Division of Historical Resources. Categories of resources recorded at the Site File include archaeological sites, historical structures, historical cemeteries, historical bridges, and historic districts and landscapes

HUD – U.S. Department of Housing and Urban Development

Low-Income Persons - One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 80 percent of the median annual adjusted gross income for households within the state, or 80 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.

Manufactured Homes – Homes built to the Manufactured Home Construction and Safety Standards (HUD Code). These homes are constructed on a permanent chassis.

Moderate-Income Persons - One or more natural persons or a family, the total annual adjusted gross household income of which is less than 120 percent of the median annual adjusted gross income for households within the state, or 120 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.

No Fuel Used – From the American Community Survey, used to define households that live in unheated units.

Section 8 – A federally funded rental assistance program that pays private landlords the difference between what a low-income household can contribute and the fair market rent. Section 8 Housing Choice Vouchers provide low-income households with rental assistance in a home of their choice. The Voucher tenant pays 30% of their monthly income for rent, while the federal government pays for the remainder through a local housing authority.

Substandard - Any unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants; 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 a unit that has been declared unfit for human habitation but that could be rehabilitated for less than 50 percent of the property value.

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.

INFRASTRUCTURE ELEMENT

Data, Inventory and Analysis

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INTRODUCTION

The purpose and intent of the Infrastructure Element is to describe how potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection will be provided and maintained in the Village of Palm Springs. As required in Section 163.3177, Florida Statutes, this element is correlated to principles and guidelines for future land use, indicating ways to provide for the Village's future needs, and addresses coordinating the extension of, increase in the capacity of, or upgrade in treatment of facilities to meet future needs; prioritizing waste treatment while maximizing the use of existing facilities and discouraging urban sprawl; conserving potable water resources; and protecting the functions of natural groundwater recharge areas and natural drainage features.

The goal of the Infrastructure Element is "an efficient and effective system of Village owned public utilities that are operated and maintained in accordance with accepted levels of service, which promote orderly urban growth; and providing for the general health, safety and welfare of the Village residents, as well as, the Village's designated service area."

This document is organized into sub-elements, each containing a discussion of the data and analysis appropriate to the sub-element. Consistency with the *State Comprehensive Plan* and the Treasure Coast Regional Planning Council (TCRPC) *Strategic Regional Policy Plan* will also be analyzed.

STATUTORY REQUIREMENTS

Subparagraph 163.3177(6)(c), F.S., includes the following requirements for this Element:

- Address in the data and analyses those facilities that provide service within the Village's jurisdiction and those Village-owned facilities that provide service within other local government jurisdictions.
- Describe the problems and needs and the general facilities that will be required for the solution of the problems and needs, including correcting existing facility deficiencies.
- Address coordinating the extension of, increase in the capacity of, or upgrade in treatment of facilities to meet future needs.
- Address prioritizing advanced waste treatment while maximizing the use of existing facilities and discouraging urban sprawl.
- Address conserving potable water resources.
- Address protecting the functions of natural groundwater recharge areas.
- Consider the feasibility of providing sanitary sewer services for any development of more than 50 residential lots, whether built or unbuilt, with more than one onsite sewage treatment and disposal system per 1 acre, within a 10-year planning horizon.

This Element outlines the data and analysis for 10-year and 20-year planning horizons of 2025-2035 and 2025-2045.

POTABLE WATER SUB-ELEMENT

GOAL

The goal of the Potable Water Sub-Element is to "protect the health, safety and welfare of the public while preserving a high-quality potable water supply for current and future use that complies with regulatory requirements".

REGIONAL WATER SUPPLY PLANNING

The South Florida Water Management District (SFWMD) has developed Regional Water Supply Plans (RSWP) for its five planning regions, which analyze traditional and alternative water supplies and demand projections through a 20-year planning horizon and provide project options to local governments for water resource development, water supply development, and water conservation. Local governments are required by statutes to amend their Comprehensive Plans to coordinate with the RWSPs as they are updated.

The Village is included in the Lower East Coast (LEC) Water Supply Planning Area, including Palm Beach, Broward, Miami-Dade, and parts of Monroe, Collier, and Hendry Counties. The LEC RSWP was last updated in January 2019, which corresponded to the Village's updated Water Supply Facilities Work Plan (WSFWP) in 2020. Most of the data and inventory for this element is sourced from the Village's 2020 WSFWP. An update to the LEC RWSP is currently being prepared by SFWMD.

POTABLE WATER SERVICE ENTITIES

The Village is located within Palm Beach County and borders the municipalities of Greenacres, Lake Clarke Shores, Lake Worth, Atlantis, West Palm Beach, and areas of unincorporated Palm Beach County. As of November 2023, the Village has a total area of approximately 3.5 square miles.

There are four water utilities currently serving the Village of Palm Springs: Village of Palm Springs Utility Division (VPSUD), Palm Beach County Water Utilities Department (PBCWUD), City of Atlantis Utility Department (AUD), and City of Lake Worth Utilities Department (LWUD).

The VPSUD is an enterprise fund within the Village's municipal government. It services the majority of the area within the Village boundaries, portions of the neighboring Town of Lake Clarke Shores, the Palm Beach County School Board property in the City of Greenacres, and several areas of unincorporated Palm Beach County, as shown in FIGURE INFRA/PW-5. The other utilities (PBCWUD, AUD, and LWUD) service the remaining areas within the incorporated boundaries of the Village, consisting mostly of condominiums, private medical offices and rehabilitation centers, and other small businesses along Lake Worth Road, Congress Avenue, or Forest Hill Boulevard. Each utility plans for its customers in its respective WSFWP.

The areas outside the Village limits which are served by VPSUD are described as follows:

1. West of the Village boundary along S. Military Trail and Kirk Road toward Jog Road, mostly between 10th Avenue North and Forest Hill Boulevard. The area is almost exclusively Residential with some Institutional and Commercial, and Urban Center Land Uses along Military Trail.

2. East of the Village boundary along S Congress Avenue through the Town of Lake Clarke Shores. The area is largely Residential, with some Commercial and Urban Center along Forest Hill Boulevard and 10th Avenue North.

There are several small areas of Domestic Self-Service (DSS) – i.e., private wells - within the Village, however there is no future increase in domestic wells anticipated. The Village is actively working to incorporate these areas as capital improvement funding allows for distribution system expansion. In addition, utility connection coordination will be completed as areas are considered for future annexation into the Village.

POTABLE WATER FACILITIES AND CAPACITIES

VILLAGE OF PALM SPRINGS UTILITIES DIVISION

VPSUD has a current Water Use (WU) Permit (WUP No. 50-00036-W) issued by SFWMD on October 28, 2009, which will expire in 2029. The current maximum raw water withdrawal permitted through expiration is 155.9 million gallons per month (MGM) and 1,685 million gallons per year (MGY), which is approximately 4.62 million gallons per day (MGD).

VPSUD has two (2) water treatment plants with a total design capacity of 10 MGD. The main water treatment plant has a design capacity of 6 MGD, and the R.L. Pratt water treatment plant has a design capacity of the remaining 4 MGD. The two water treatment plants operate in an interconnected transmission and distribution system. The treatment of raw water at both plants consists of ion exchange followed by lime softening, filtration, disinfection, storage, and pumping into the system.

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

The PBCWUD has a current WU Permit (WUP No. 50-00135-W) issued by SFWMD on May 17, 2023. This Permit will expire in 2053. The current maximum daily raw water withdrawal shall not exceed 104.4 MGD with an annual allocation not to exceed 38,106 MGY.

As of 2020, the PBCWUD had four (4) water treatment plants with a total design capacity of 91.38 MGD. Two (2) of these water treatment plants utilize lime softening technology while the remaining two (2) utilize nanofiltration techniques. These water treatment plants currently withdraw water from the Surficial Aquifer System and the Upper Floridan Aquifer. The system also includes wastewater reclamation and wetlands recharge. The PBCWUD's water distribution system within the Village is in good condition and well maintained.

CITY OF ATLANTIS UTILITY DEPARTMENT

The AUD does not have a current WUP and purchases bulk water from PBCWUD. AUD's distribution system within the Village is limited to several small, private medical offices and a veterinary hospital west on Congress Avenue between 6th Avenue South and the C-14 canal.

CITY OF LAKE WORTH UTILITIES DEPARTMENT

The LWUD has a current WUP (No. 50-00234-W) issued by the SFWMD on October 29, 2012 (modified on December 15, 2016) which will expire in 2032. The current recommended maximum raw water withdrawal is 356.5 MGM and 4,106 MGY, which is approximately 11.25 MGD.

LWUD has one water treatment plant with a total design capacity of 17.4 MGD. The water treatment plant operates utilizing a combination of lime softening and reverse osmosis techniques. Raw water for this plant is withdrawn from the Floridan and surficial aquifers. LWUD's distribution system within the Village is limited to the Palm Beach Habilitation Center located at the corner of 6th Avenue South and Congress Avenue. The distribution system in this area has been noted to be in good condition and well maintained.

POTABLE WATER DEMAND

According to the current adopted LEC RWSP (2018), the VPSUD's existing finished water demand of 81 gallons per capita per day (GPCD) across its 47,899 customers resulted in a total potable water demand of 3.88 MGD in 2016. Note that VPSUD's customer base includes areas outside the Village jurisdiction, thus the larger population count than the Village alone.

The Village completed a Water Master Plan in 2019 to review consumption rates, service population projections, and facilities and infrastructure to meet future demand as well as account for fire flow and scenario plans for service outages. The Master Plan showed slightly higher per-capita consumption rates for the similar study period due to differing service population estimate methodologies, however the overall water production data was similar. The master plan identified infrastructure improvements in three priority groups, though it found that general facility treatment capacity was sufficient to satisfy projected water demand.

TABLE INFRA/PW-1 LEC 2018 RWSP PROJECTIONS FOR VPSUD

Population and Finished Water Demand						
			Existing	Projected		
			2016	2020	2030	2040
Population			47,899	50,206	54,860	58,260
Average 2012-2016 Per Capita (gallons per day finished water)			81			
Potable Water Demands (daily average annual finished water in mgd)			**3.88**	**4.07**	**4.44**	**4.72**
SFWMD Water Use Permitted Allocation (mgd)						
Potable Water Source			Permit Number 50-00036-W (expires 2029)			
SAS			4.62			
FAS			0.00			
Total Allocation			**4.62**			
FDEP Potable Water Treatment Capacity (PWS ID # 4501058)						
Permitted Capacity by Source			Cumulative Facility & Project Capacity (mgd)			
			Existing	Projected		
			2016	2020	2030	2040
SAS			10.00	10.00	10.00	10.00
FAS			0.00	0.00	0.00	0.00
Total Potable Capacity			**10.00**	**10.00**	**10.00**	**10.00**
Nonpotable Alternative Water Source Capacity (mgd)						
Total Nonpotable Capacity			0.00	0.00	0.00	0.00
Project Summary						
Water Supply Projects	Source	Completion Date	Total Capital Cost ($ million)	Projected Cumulative Design Capacity (mgd)		
				2020	2030	2040
Potable Water						
R.L. Pratt Washwater Recovery Basin	SAS	2020	$1.75	0.00	0.20	0.20
Purchase bulk water from PBCWUD[a]	SAS	2030	NA	0.00	0.30[a]	0.30[a]
Total Potable Water			**$1.75**	**0.00**	**0.50[a]**	**0.50[a]**
Nonpotable Water						
No Projects						
Total Nonpotable Water			**$0.00**	**0.00**	**0.00**	**0.00**
Total New Water			**$1.75**	**0.00**	**0.50[a]**	**0.50[a]**

Source: SFWMD LEC 2018 RWSP Appendices

The as-yet unadopted draft 2023 RWSP update shows a lower per-capita use rate (PCUR) of 75 GPCD for VPSUD based on data from 2017-2021, compared to the average 81 GPCD based on 2012-2016. Customer base growth projections are similar though slightly higher than in the previous RWSP. Again, note that the VPSUD customer base includes Village residents as well as a significant area outside the Village jurisdiction.

TABLE INFRA/PW-2 LEC 2018 RWSP PROJECTIONS FOR VPSUD

VPSUD Service Area Projections							
	2020	**2021**	**2025**	**2030**	**2035**	**2040**	**2045**
Population	51,866	52,857	53,422	55,024	56,675	58,375	60,127
17-'21 PCUR (GPCD)	75	75	75	75	75	75	75
Net Finished Demand	3.89	3.96	4.01	4.13	4.25	4.38	4.51
Finished to Raw Ratio	1.05	1.05	1.05	1.05	1.05	1.05	1.05
Gross Raw Demand	4.08	4.16	4.21	4.33	4.46	4.6	4.73
1/10 Drought Gross	4.49	4.58	4.63	4.77	4.91	5.06	5.21

Source: SFWMD Draft 2023 LEC RWSP Demand Estimates and Projections

More recent data from the Village's quarterly pumpage reports show actual withdrawals exceeding these RWSP projections. Based on reports through September 2023, gross groundwater withdrawals averaged **4.26 MGD** in 2022 and **4.35 MGD** from January 1 to September 30, 2023, exceeding projected daily demand for 2025 and 2030. Assuming continued trends, withdrawals may exceed permitted amounts prior to permit expiration.

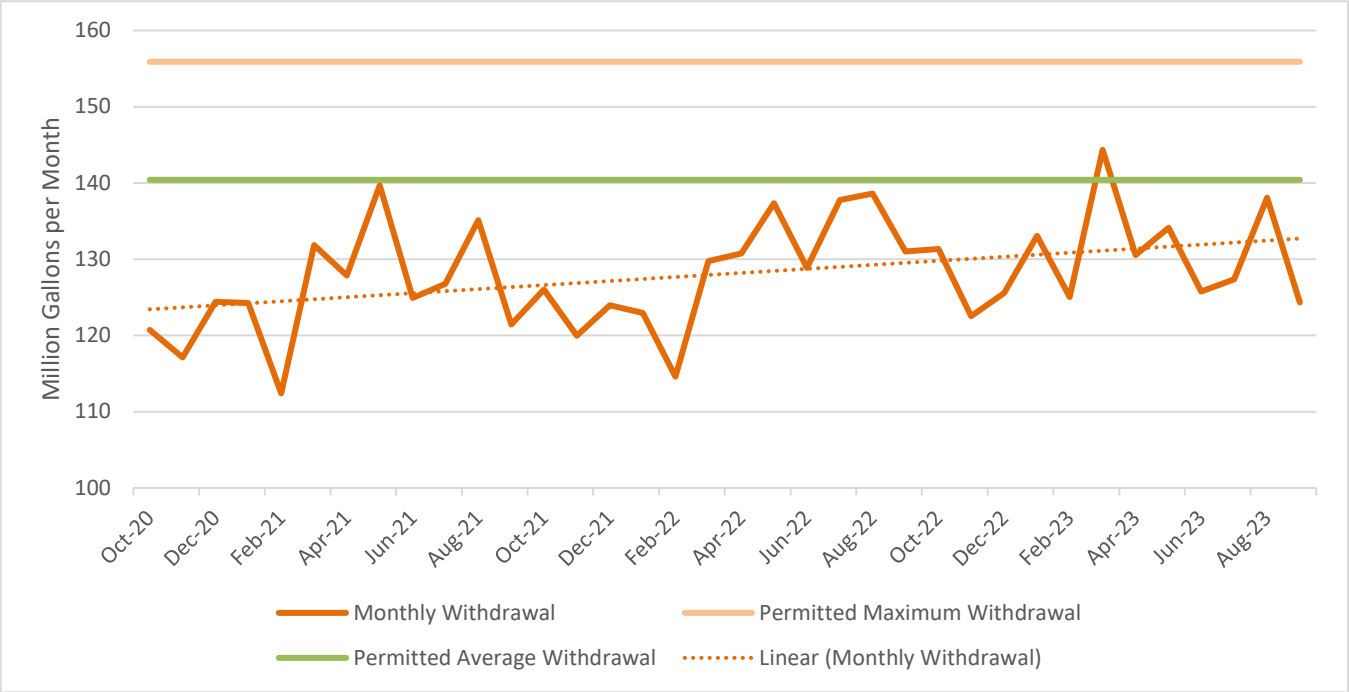
TABLE INFRA/PW-3 VPSUD PUMPAGE VS RWSP GROSS RAW DEMAND ESTIMATES (MGD)

	2018 RWSP	**2023 RWSP**	**Actual Pumpage *(Projected)***
2020	4.07	4.08	**4.08**
2021	-	4.16	**4.16**
2022	-	-	**4.26**
2023	-	-	**4.35**
2025	-	4.21	*4.53*
2030	4.44	4.33	*4.97*

Source: SFWMD 2018 LEC RWSP; Draft 2023 LEC RWSP; VPS Pumpage Reports

Figure Infra/PW-1 below displays monthly withdrawals compared to the permitted maximum monthly withdrawal of 155.9 MGM (shown in red) and the average permitted monthly withdrawal of 140.4 MGM (yellow):

FIGURE INFRA/PW-1 WELLFIELDS MONTHLY WITHDRAWAL - PLANT INTAKE METER



Source: Village of Palm Springs Pumpage Reports for WUP 50-00036-W (10/2020 – 9/2023)

Based on the water demand projections identified above, the Village's permitted withdrawal allocation may be insufficient to meet current and future potable water demands through WUP expiration in 2029 given average rainfall conditions and baseline growth projections.

Additional water conservation and reuse measures are recommended to reduce the average PCUR in line with or below the SFWMD rate of 75 GPCD.

Agreements to purchase bulk water from PBCWUD, as recommended in the LEC 2018 RWSP, should be negotiated expeditiously to satisfy estimated demand during 1-in-10 year drought conditions as well as incremental demand from new residential or mixed-use development within the VPSUD service area. The R.L. Pratt Washwater Recovery Basin Project, with its estimated 0.2 MGD design capacity, should also be maintained within the Village's Capital Improvement Program (CIP).

The Village's Comprehensive Plan – Infrastructure Element Policy B.5 states, *When the Village's potable water facility reaches 80% of the SFWMD 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.*

Although the projected demand of 4.97 MGD by 2030 is well below the 10 MGD plant capacity, demand currently exceeds 94% of permit allocation. As outlined in the Village's 2020 WSFWP, it is unlikely that SFWMD will grant increased allocation given resource constraints on the Surficial Aquifer System. It is recommended that policies be amended to consider additional strategies for water conservation, reuse, and development of alternative water supply, as seeking permit modification to increase allocation is likely not a realistic option.

LEVEL OF SERVICE

The Village currently maintains a Level of Service (LOS) standard of 82 GPCD for areas served by VPSUD and 115 GPCD for areas served by PBCWUD. There is no adopted LOS for the area served by LWUD.

Recent historical data from VPSUD pumpage reports as reflected in the 2023 Draft RWSP suggest a downward revision of LOS to 75 GPCD.

The PBCWUD average PCUR in the 2023 Draft RWSP is similarly revised downward to 102 GPCD from 111 GPCD listed in the 2018 RWSP. The current adopted LOS for PBCWUD in the Palm Beach County Comprehensive Plan, amended 3/26/2020, is 126 GPCD.

The Village should consider revising its LOS standards to the following: 75 GPCD for VPSUD properties and 126 GPCD for PBCWUD properties. The Village should also include LOS standards for properties served by AUD (145 GPCD) and LWUD (105 GPCD).

WATER CONSERVATION AND REUSE

The Village addresses water conservation and reuse through several Comprehensive Plan policies and programs, including:

- Landscaping
    - Irrigation efficiency requirements in LDRs
    - Enforcement of SFWMD's landscape irrigation rules
    - Promotion of native, drought-tolerant, and Florida-Friendly landscaping
- Buildings
    - Requirement of low-volume plumbing fixtures
    - Leak detection and repair program at Village facilities
- Reuse
    - Promotion of reuse water for non-potable uses
    - Investigating provision of reclaimed water from nearby utilities
- General
    - Water conservation rate structure
    - Implementation of SFWMD's water shortage emergency orders
    - Education campaigns regarding water conservation
    - Promotion of the Florida Water Star^{SM} Program
    - Monitoring of water distribution system for unaccounted water loss

VPSUD's service area has some of the lowest per capita use rates in Palm Beach County, which suggests the success of many of its adopted water conservation policies, as shown in Table Infra/PW-4.

TABLE INFRA/PW-4 AVERAGE NET (FINISHED) WATER PCUR (GPCD)

PS Utility or DSS	2017-2021 Average PCUR
Palm Beach County	
Boca Raton	290
Boynton Beach	119
Delray Beach	204
Golf	145
Highland Beach	301
Jupiter (Palm Beach and Martin)	211
Lake Worth Beach	106
Lantana	184
Manalapan	418
Mangonia Park	189
Maralago Cay	205
PBCWUD	102
PBCWUD Western Region	176
Palm Springs	75
Riviera Beach	192
Seacoast	188
Tequesta (Palm Beach and Martin)	253
Wellington	104
West Palm Beach	230
Palm Beach County Average	**154**
LEC Planning Area Average	**131**

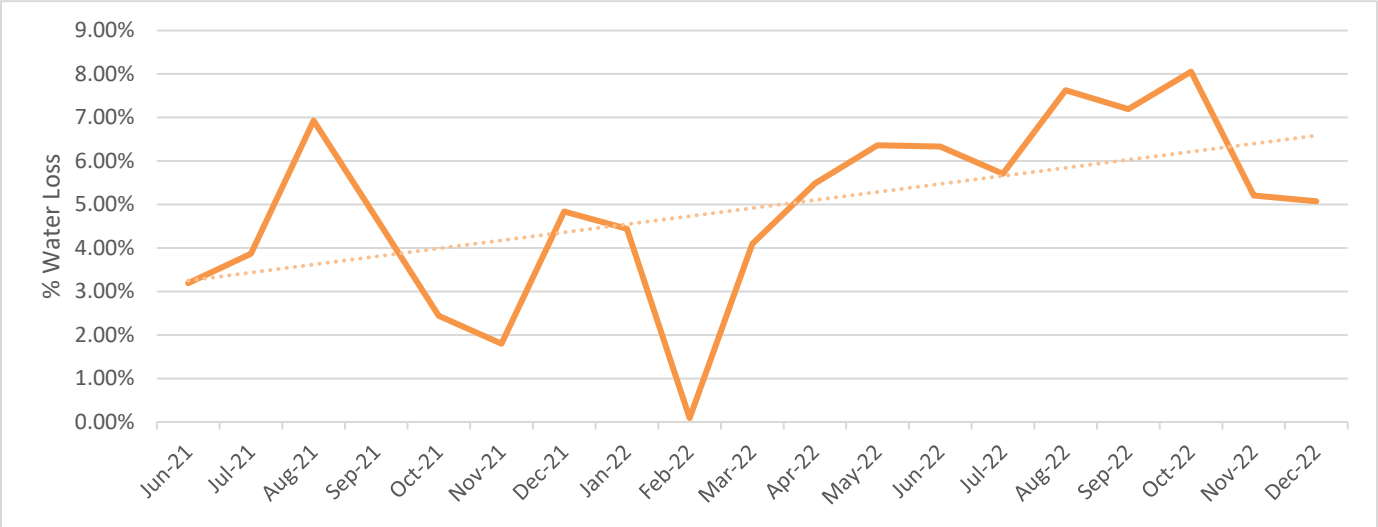
BCWWS = Broward County Water and Wastewater Services; CSID = Coral Springs Improvement District; DSS = Domestic Self-Supply; FKAA = Florida Keys Aqueduct Authority; LEC = Lower East Coast; MDWASD = Miami-Dade Water and Sewer Department; NSID = North Springs Improvement District; PBCWUD = Palm Beach County Water Utilities Department; PCUR = per capita use rate; PS = Public Supply; STOF = Seminole Tribe of Florida.

Source: SFWMD Draft 2023 LEC RWSP

Primary strategies to further lower PCUR include (1) reduction of water loss, (2) coordination of reuse water from neighboring utilities, and (3) the modification of conservation rate structures.

Per the VSPDU Water Loss Reports for 2021 and 2022 submitted to SFWMD, it appears that the Village's water loss rates are increasing over time, as shown in Figure Infra/PW-2 below. The percentage of water loss reflects leakage from distribution mains, storage tanks, service connections, etc., as well as billing errors, meter inaccuracies, and illegal water consumption or theft. It is recommended that the Village investigate its water loss trends.

FIGURE INFRA/PW-2 VPSUD PERCENT WATER LOSS: 6-MONTH ROLLING AVG, JUNE 21 – DEC 22



As the Village does not manage its own wastewater treatment infrastructure, it will not be able to produce reclaimed water for non-potable purposes. The City of West Palm Beach's East Central Regional Water Reclamation Facility (ECRWRF) is currently the only neighboring utility providing wastewater treatment and reclaimed water. The City of Lake Worth Beach provides wastewater transmission services for some of the Village's jurisdiction, but it similarly conveys all wastewater to the ECRWRF. The Village should pursue reclaimed water service availability with ECRWRF or other utilities as available.

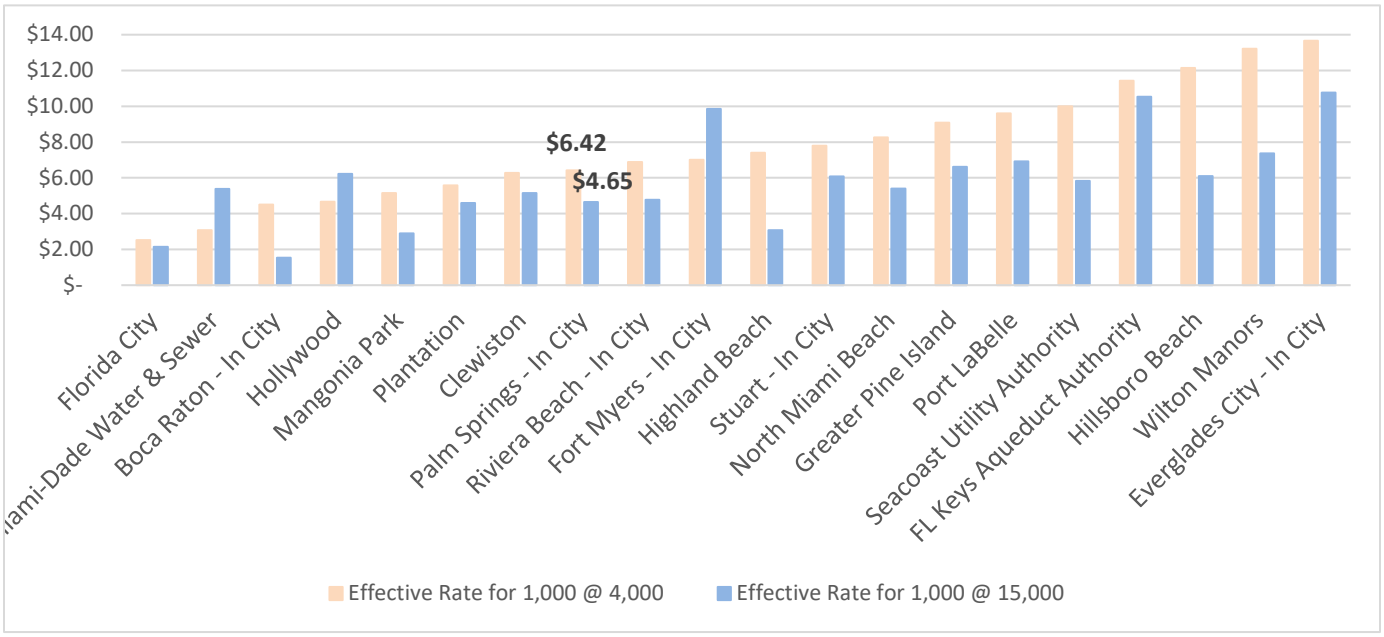
Finally, per SFWMD recommendations, utility rate structures can be designed to encourage water conservation by charging relatively higher rates to users of more water. Per the SFWMD's 2022 Utility Rate Survey:

"A typical water bill consists of a fixed monthly base fee and volumetric, or consumption, charges. The base fee can include a customer service charge, a ready-to-serve charge, utility taxes, and other fees that remain the same month to month regardless of consumption. The volumetric charge is based on the amount of water used and is typically billed in 1,000-gallon increments. These two components can be structured to maximize water conservation while maintaining revenue stability for the utility. For example, the price of water at lower levels of use could be reduced and the price for higher volume tiers increased. A well-designed rate structure keeps costs low for the average volume of water required for basic household needs, while charging substantially more for discretionary or excessive use, thus encouraging water conservation. By lowering fixed charges and increasing volumetric charges (those based on how much water is used), utilities can reduce demand without decreasing revenues. A rate structure that combines reasonable base fees with substantial increases in volumetric rates for higher use tiers is a valuable tool to motivate customers to conserve while ensuring the utility's financial stability."

Currently, the Village's code of ordinances seeks to implement a conservation rate structure to this effect. However, according to the SFWMD survey, the VPSUD rate structure effectively charges higher rates for smaller consumers when base fees are included in the calculation. Figure Infra/PW-3 below shows the VPSUD comparative effective rates per 1,000 gallons at 4,000 vs. 15,000 total gallons used in the month, alongside other water utilities in the SFWMD area. Figure Infra/PW-4 shows that the VPSUD effective rate per 1,000 gallons is roughly 25% higher for 4,000 gallon customers than for 15,000 gallon customers

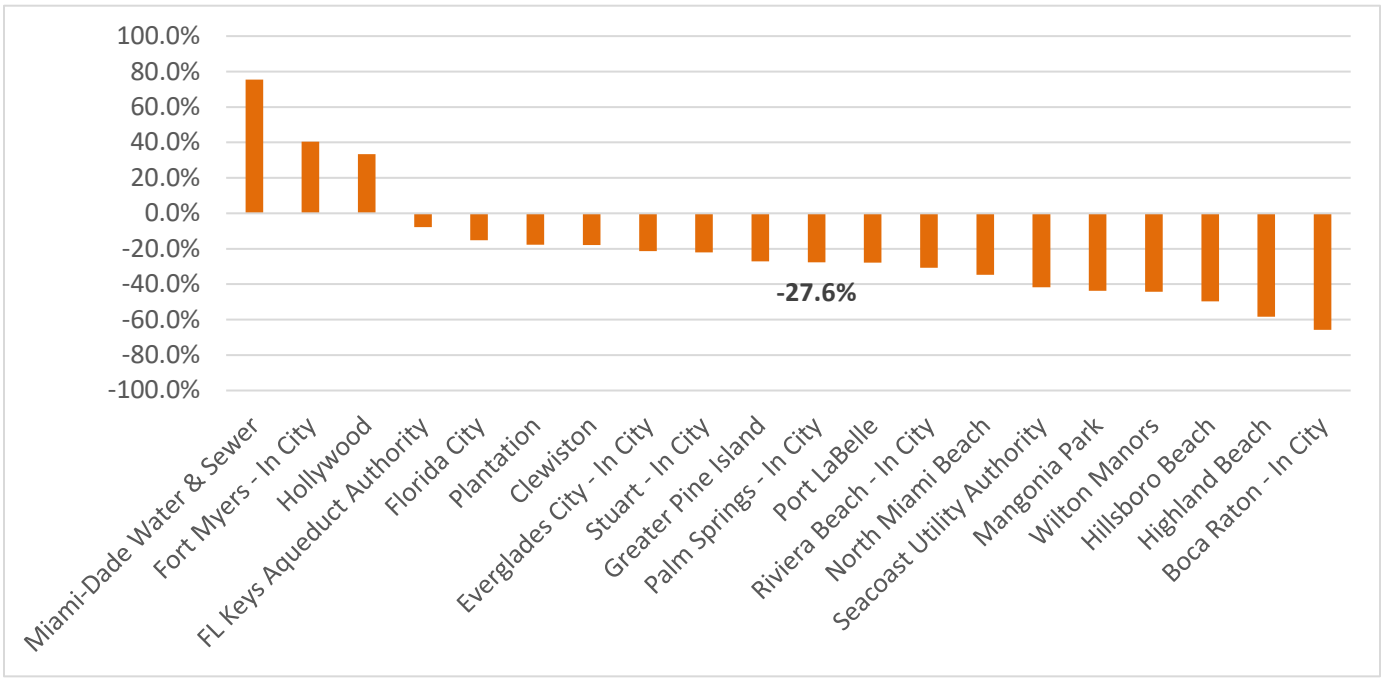
The Village's conservation rate policies should be revised to include base fees in their calculation to better incentivize water conservation, as outlined in the SFWMD Utility Rate Survey.

FIGURE INFRA/PW-3 COST PER 1,000 GALLONS WATER AT 4,000 AND 15,000 GALLONS



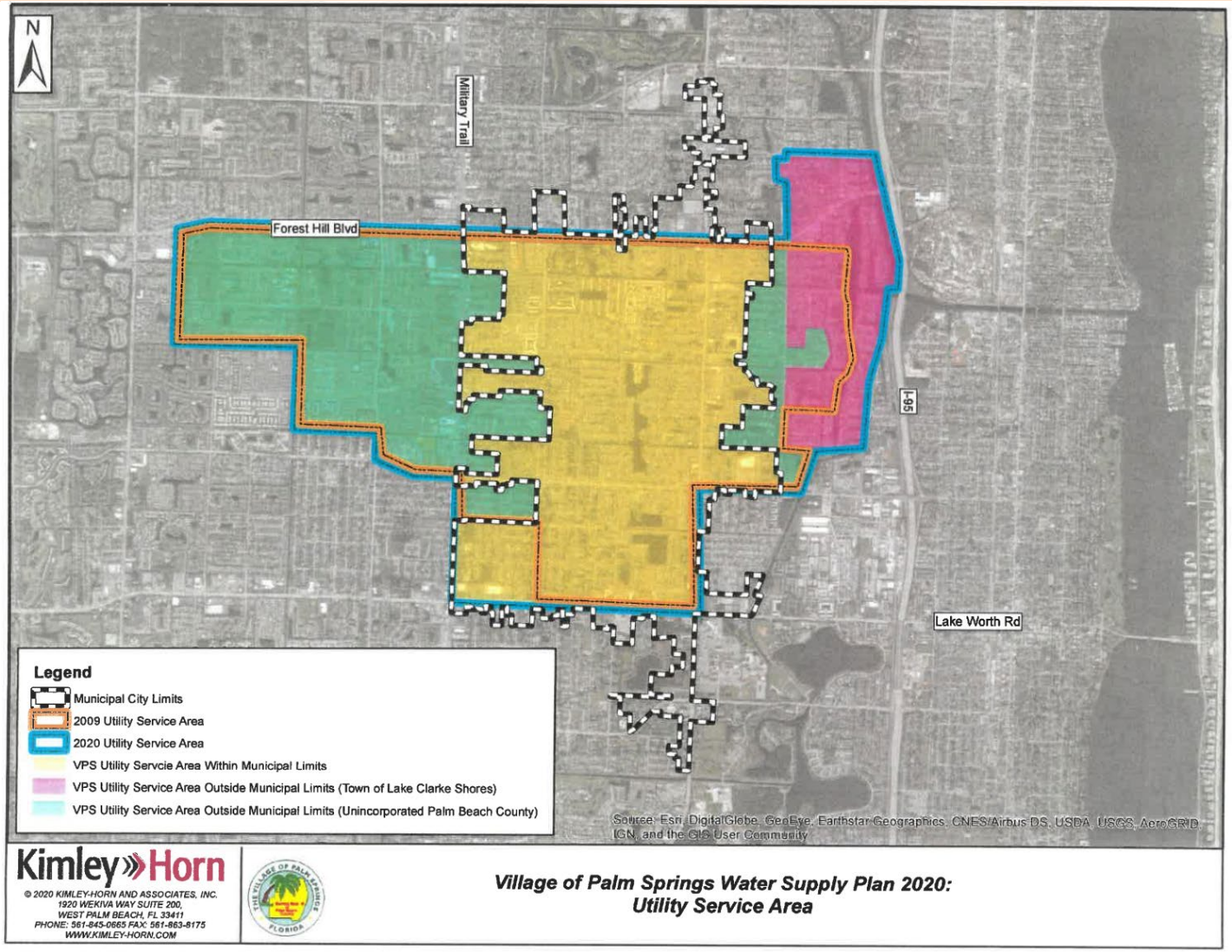
Source: SFWMD 2022 Utility Rate Survey

FIGURE INFRA/PW-4 PERCENT DIFFERENCE IN AMOUNT PAID PER 1,000 GALLONS AT 4,000 AND 15,000 GALLONS



Source: SFWMD 2022 Utility Rate Survey

FIGURE INFRA/PW-5 VPSUD POTABLE WATER SERVICE AREA BOUNDARIES



SANITARY SEWER SUB-ELEMENT

SANITARY SEWER SERVICE ENTITIES

Wastewater collection and transmission via sanitary sewer systems within the Village limits is provided by VPSUD as well as the utilities of the City of Lake Worth Beach (LWUD), the City of Atlantis (AUD), and Palm Beach County (PBCWUD).

As VPSUD, LWUD, and AUD do not own and maintain their own wastewater treatment facilities, their sewer systems convey wastewater to the City of West Palm Beach's East Central Regional Water Reclamation Facility (ECRWRF), where it is treated and processed. PBCWUD treats wastewater conveyed through its sewer system via its own wastewater treatment facilities.

The Village maintains agreements with the utilities which collect and/or treat its wastewater, as well as with Palm Beach County, the Town of Lake Clarke Shores, and the Palm Beach County School Board which receive VPSUD utility services.

EXISTING VPSUD SANITARY SEWER INFRASTRUCTURE

VPUSD owns and operates the wastewater collection system within the VPSUD utility service area, serving both Village customers as well as customers within other political jurisdictions, as shown in Figure Infra/PW-5. The VPSUD wastewater collection system consists of 86 miles of gravity sewer collection piping, 54 lift stations and pumping stations, and 17 miles of force mains, with connections to the utilities of the City of Lake Worth Beach and Palm Beach County.

VPSUD provides wastewater collection service to two primary areas outside the Village limits. These areas and their predominant land uses are described as follows:

1. West of the Village boundary along S. Military Trail and Kirk Road toward Jog Road, mostly between 10th Avenue North and Forest Hill Boulevard. The area is almost exclusively Residential with some Institutional and Commercial, and Urban Center Land Uses along Military Trail.
2. East of the Village boundary along S Congress Avenue through the Town of Lake Clarke Shores. The area is largely Residential, with some Commercial and Urban Center along Forest Hill Boulevard and 10th Avenue North.

SANITARY SEWER LOS

The Village has established the per capita and land use LOS standards for sanitary sewer presented in Table Infra/SS-1 to ensure sufficient availability for current and future populations.

TABLE INFRA/SS-1 CURRENT VILLAGE SANITARY SEWER LOS

Land Use Category	LOS Standard
Residential – Single Family	350 gpd / dwelling unit
Residential – Multiple Family	250 gpd / dwelling unit
Non-Residential	0.2 gpd / acre

Source: Village of Palm Springs Comprehensive Plan

Because wastewater generated in the Village is ultimately treated by either PBCWUD or the City of West Palm Beach depending on the utility service area, LOS standards are recommended to be revised to match the two utilities' standards for more consistent long-range planning. LOS for the two utilities is shown below.

TABLE INFRA/SS-2 WASTEWATER LOS FOR NEIGHBORING RECIPIENT UTILITIES

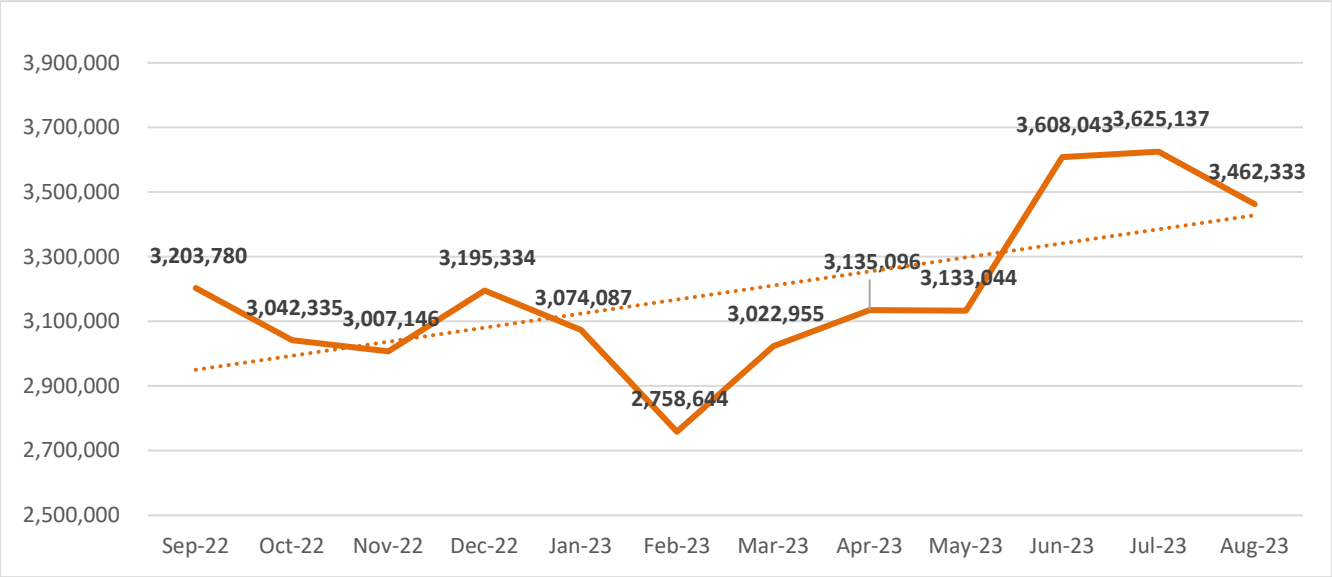
Utility	Development Type	Avg. Daily Wastewater Flow
PBCWUD (Palm Beach County)	**All**	85 gpd / capita
City of West Palm Beach	**Single Family**	350 gpd / dwelling unit
	Multifamily	250 gpd / dwelling unit
	Commercial	0.20 gpd / square foot
	Industrial	0.15 gpd / square foot
	Hotel	100 gpd / room

Sources: Palm Beach County Comprehensive Plan, City of West Palm Beach Comprehensive Plan

EXISTING FACILITIES PERFORMANCE ANALYSIS

According to billing reports from LWUD and PBCWUD, which record flow data for all wastewater collected by VPSUD, average monthly wastewater flow ranges from roughly 2.8 million gallons per day (MGD) to 3.6 MGD over the fiscal year 2023, spread across 12,188 billing accounts. For the entire period, average daily flow was 3.2 MGD.

FIGURE INFRA/SS-1 VPSUD MONTHLY DAILY AVERAGE WASTEWATER FLOW SEP-22 THRUOGH AUG-23.



Of the 12,180 VPSUD sewer customers, 669 were commercial accounts and the remaining 11,511 accounts were residential, comprising both single- (11,014) and multi-family (497), with a total of 7,770 dwelling units across all multi-family accounts. As shown in comparing actual wastewater flows to LOS standards in Table Infra/SS-3, current flows fall within the Village's adopted LOS.

TABLE INFRA/SS-3 WASTEWATER LEVEL OF SERVICE ANALYSIS

Sewer Customer Type	Standard Units	Village LOS Standard	Wastewater Generation
Single-family	11,014 units	350 gpd / unit	3,854,900
Multi-family	7,770 units	250 gpd / unit	1,942,500
Commercial	712.2 acres[1]	0.2 gpd /acre	142
		Total	**5,797,542**

Comparing LOS to actual flow data suggests the Village can continue to serve its utility customers within its adopted standards. However, standards should be updated and corrected to reflect a per-square foot generation rate rather than per-acre. The Village should also consider adopting standards for differing non-residential uses, as for example sewer impacts from schools are likely to be much different than light industrial facilities.

[1] "Commercial" acreage includes all reasonable developed acreage across non-residential uses including mixed use, light industrial, public, etc.

SEPTIC TANK UTILIZATION

Central sewer service is available to the majority of the Village's service area; however, there are several parcels scattered throughout the service area that use septic tanks. The sites served by existing septic systems have not connected due to service not being available at the time of septic installation.

The Village requires connection to the central sewer system if service is available.

SOLID WASTE SUB-ELEMENT

SERVICE ENTITIES, FACILITIES AND CAPACITIES

A. *Collection.* In November 2019, the Village Council entered into a contract with Waste Pro for all residential solid waste collection services. Services are provided every day of the year except Thanksgiving, Christmas, and New Years. Residential collection services include:

- Twice per week pick-up of garbage
- Once per week for recycling
- Once per week for yard trash
- Once per week for bulk trash

The Village maintains rules regarding the placement of carts, containers, and trash. Garbage carts, recycling containers, yard trash and bulk trash may not be placed curbside until after 4:00 PM the day before pick-up and should be placed there no later than 7:00 AM on pick-up day. All containers are to be removed from curbside by the end of the day on pick-up day.

The Village defines solid waste materials according to the following categories:

- **Garbage** includes kitchen waste, or anything used in the preparation of food, food containers and wrappers, plus any other household waste that cannot be recycled. The Village supplies each residence with one garbage cart. For collection, garbage must be placed at the curb in the garbage cart provided.
- **Recycling** collection is provided via two recycling bins: blue for plastic containers #1 - #7, steel and aluminum cans, milk and juice cartons, and glass bottles and jars; and yellow for newspaper, all other types of paper and cardboard. Cardboard boxes must be flattened and in pieces no larger than 3 feet by 3 feet. Please do not put plastic bags, Styrofoam or food waste in your recycling bins.
- **Yard Trash** includes tree trimmings and branches, not more than four (4) inches in diameter or longer than four (4) feet. Small or loose waste, such as grass clippings, leaves, pine needles and similar items must be bagged or containerized for collection and must not be mixed with other types of refuse.
- **Bulk Trash** includes large items, other than yard waste, which cannot be containerized or bagged may be placed curbside on the scheduled bulk waste day. This includes refrigerators, ranges, toilets, washers, dryers, water heaters and similar appliances, household furniture, bedding and large boxes. Bulk trash must not be mixed with yard trash or other types of trash or garbage. Construction materials, junk car parts, boulders and tree trunks will not be collected.

Commercial solid waste management services are not provided by the Village and are offered by private waste management companies.

In late 2023, the Village went out to bid for a new contract for residential waste hauling services. As of early 2024, the Village has selected a vendor and is in contract negotiations for service planned to begin March 2024.

B. *Level of Service (LOS).* The Village maintains LOS standards for the collection of residential solid waste, which should align with the LOS specified in the private hauler's Franchise Agreement with the Solid Waste Authority. Palm Beach County's Solid Waste LOS is included below for comparison.

TABLE INFRA/SW-1 SOLID WASTE LOS: VILLAGE OF PALM SPRINGS AND PALM BEACH COUNTY

Jurisdiction	Category	LOS
Village of Palm Springs	**Garbage**	4.92 lbs. / capita / day
	Trash	1.75 lbs. / capita / day
Palm Beach County	**All**	7.13 lbs. / capita / day

Source: Village of Palm Springs Comprehensive Plan, Palm Beach County Comprehensive Plan

C. *Disposal and Recycling.* Palm Beach County's Solid Waste Authority (SWA) manages all landfill disposal in Palm Beach County, including the issuance of permits to private solid waste facilities.

The Palm Beach County SWA operates a successful recycling system which is implemented county-wide. As highlighted above, recyclable materials are split into two categories, which provides for higher-quality recyclable commodities which are therefore more valuable to industrial recycling facilities. Thanks to unified marketing and education campaigns county-wide, the SWA maintains the highest recycling rate among all Florida counties – 80% in 2022 – including Waste-to-Energy systems.

D. *Hazardous Waste.* Village residents may drop off their household hazardous waste at the SWA Transfer Stations and Jog Road Campus facilities.

FACILITY CAPACITY AND LOS ANALYSIS

Solid Waste facility capacity is managed on a countywide basis by the Palm Beach County SWA. Because the Village does not directly collect solid waste for disposal and instead contracts with private haulers, those haulers maintain separate agreements with SWA and other transfer/disposal facilities.

The Village's adopted LOS contemplates both Garbage and Trash as shown with population projections in Table INFRA/SW-2 below. Based on records covering 2021-2023 from Waste Pro, the Village's current contracted residential waste hauler, the Village's actual residential garbage and trash generation rates are well within the adopted LOS. Combined, the per-capita rates also fall below the County-wide LOS of 7.13 lbs. per person per day. Assuming generally consistent rates, the Village should be able to maintain standards within the planning horizon.

TABLE INFRA/SW-2 SOLID WASTE GENERATION 2020-2045

		Village Waste Generation				Village LOS Standards (lbs/capita/day)	
Year	**Population**	**Average Pounds Garbage per Day**	**Average Pounds Trash per Day**	**Pounds Garbage per Capita per Day**	**Pounds Trash per Capita per Day**	**Garbage LOS**	**Trash LOS**
2021	26,904[1]	43,503	9,730	1.62	0.36	4.92	1.75
2022	26,924[1]	45,453	3,801	1.69	0.14	4.92	1.75
2023	27,167[1]	43,935	9,969	1.62	0.37	4.92	1.75
2025	27,855[2]	*45,682*	*8,078*	*1.64*	*0.29*	4.92	1.75
2030	29,735[2]	*48,765*	*8,623*	*1.64*	*0.29*	4.92	1.75
2035	30,958[2]	*50,771*	*8,978*	*1.64*	*0.29*	4.92	1.75
2040	31,809[2]	*52,167*	*9,225*	*1.64*	*0.29*	4.92	1.75
2045	32,437[2]	*53,197*	*9,407*	*1.64*	*0.29*	4.92	1.75

Sources: [1]University of Florida BEBR Estimates of Population, [2]Palm Beach County Population Allocation Model 2023, WastePro reporting 2021-2023, Village of Palm Springs Comprehensive Plan

NATURAL GROUNDWATER AQUIFER RECHARGE SUB-ELEMENT

The purpose of this section is to identify and analyze natural groundwater recharge areas in the Village. The existing regulations and programs that govern land use and development in groundwater recharge areas will be identified and assessed for protection of the natural recharge function of the area.

NATURAL GROUNDWATER AQUIFERS

Groundwater in the Village is drawn from the Surficial Aquifer System (SAS). According to the SFWMD, the SAS is an increasingly constrained and at-risk resource, susceptible to saltwater intrusion due to regional groundwater withdrawal as well as contamination due to unmanaged stormwater and contaminating land uses near wellfields.

The deeper Floridan aquifer is utilized by neighboring public supply utilities and may be contemplated by the Village in the future as an alternative water supply source. It is less susceptible to contamination than the SAS, but it is more likely to be affected by saltwater intrusion, requiring treatment such as reverse osmosis for potable water uses.

AQUIFER RECHARGE AREAS

In natural systems, aquifers are recharged via percolation of rainfall through the soil strata and are depleted by evaporation and transpiration. Not all soil and topography types are conducive to recharge, and land development, primarily via impervious surface coverage, can negatively impact recharge.

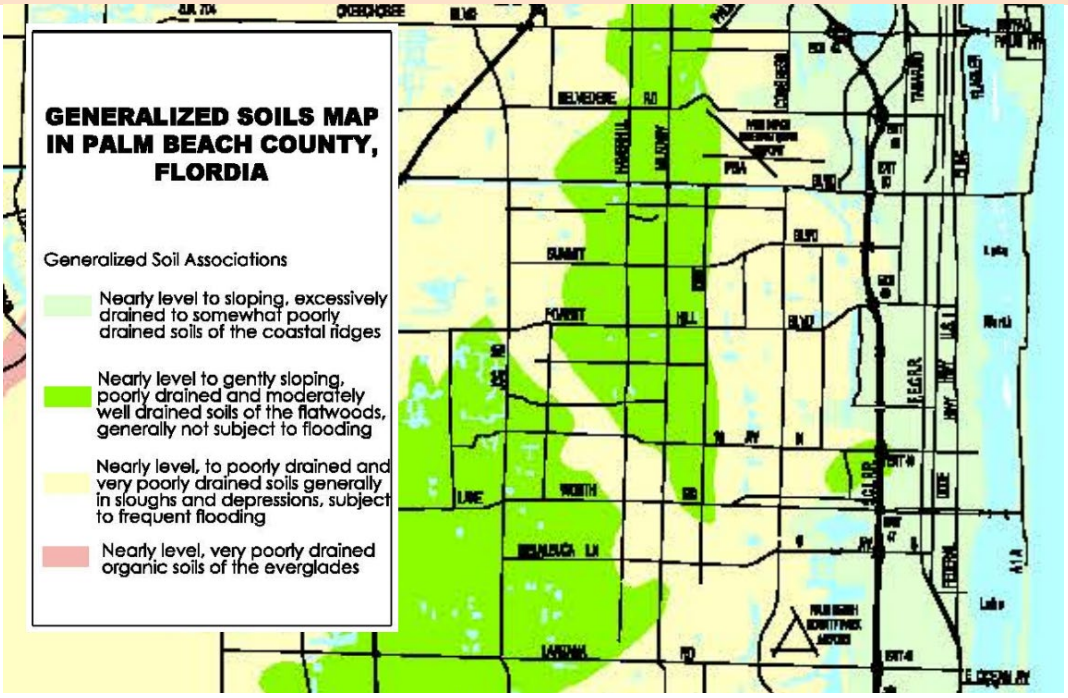
The Village's Wells and Wellfield Protection Zones, located primarily in the northwestern quadrant of the Village, are shown in Figure Infra/NGAR-1. Palm Beach County's map series identifies soil types and aquifer recharge areas, shown in Figures Infra/NGAR-2 and Infra./NGAR-3.

FIGURE INFRA/NGAR-1 WELLFIELD PROTECTION ZONES IN THE VILLAGE OF PALM SPRINGS



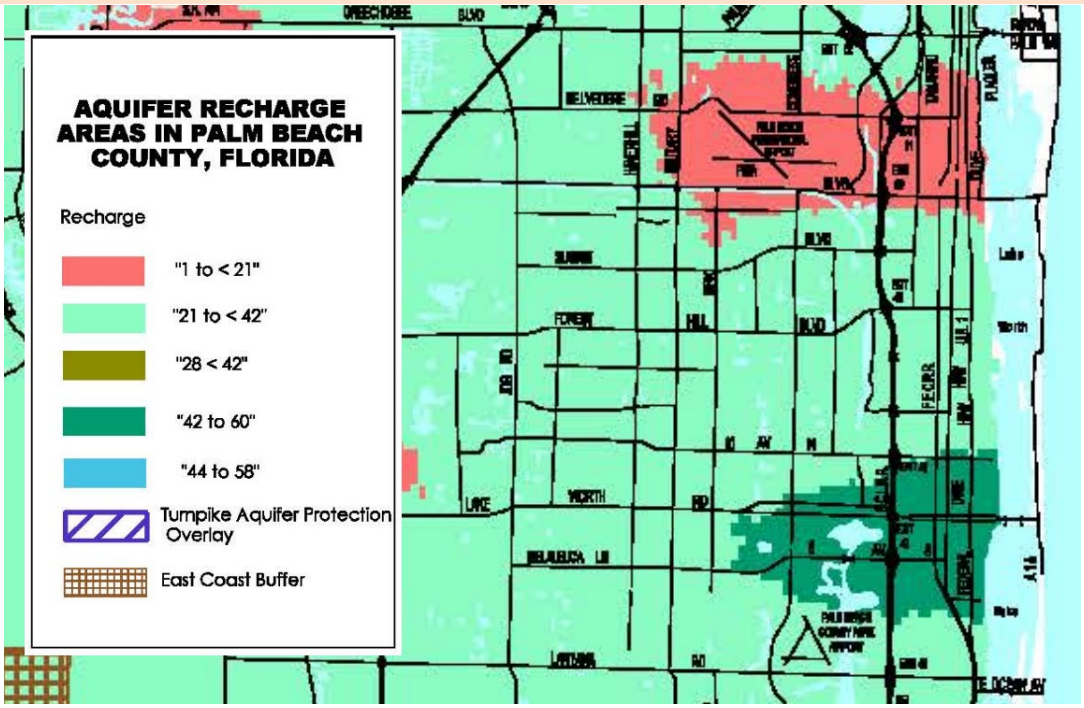
Source: Palm Beach County GIS Map, 2023

FIGURE INFRA/NGAR-2 GENERALIZED SOILS MAP IN PALM BEACH COUNTY, FL



Source: Palm Beach County Comprehensive Plan Future Land Use Map Series, 1999

FIGURE INFRA/NGAR-3 AQUIFER RECHARGE AREAS IN PALM BEACH COUNTY, FL



Source: Palm Beach County Comprehensive Plan Future Land Use Map Series, 1999

PROTECTION POLICIES AND REGULATIONS

The Village addresses the protection of natural groundwater recharge through Land Development Regulations and Comprehensive Plan policies, including:

- Enforcement of Palm Beach County Wellfield Protection Program
- Maintenance of wellfield monitoring program
- Analysis of potential pollution sources during wellhead siting
- Implementation of water supply protection programs in coordination with SFWMD
- Regulation of stormwater management systems to protect recharge area functions
- Utilization of construction site Best Management Practices (BMPs)
- Promotion of Low Impact Design (LID) principles such as pervious surfaces and native vegetation
- Regulation of open-space standards for maximum stormwater infiltration and percolation
- Restriction of potentially polluting uses within potable water wellfield zones of influence

Land Development Regulations also protect aquifer recharge, as outlined in Sec. 34-875 and Sec. 34-1063, which prevent the outright waiving of drainage and recharge regulations for Mixed Use and Planned Development projects, and in Sec. 34-1354, Surface Water Management development standards. Article VI, Division 11 of the Code of Ordinances adopts and implements the Palm Beach County Wellfield Protection Ordinance.

The Village may consider policies to encourage more LID designs and higher open-space standards for the areas of more significant aquifer recharge generally south of Lake Worth Road and east of S. Congress Avenue.

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DRAINAGE SUB-ELEMENT

DRAINAGE ENTITIES

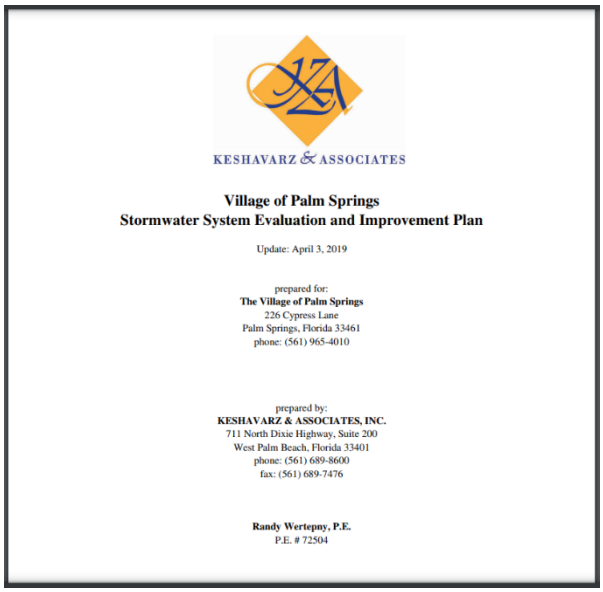
The Village is located within the Lake Worth Drainage District (LWDD), an independent agency which manages the water resources for approximately 200 square miles of southeastern Palm Beach County, providing comprehensive flood control, water conservation and water supply protection for the area, operating a system of approximately 500 miles of canals and associated rights-of-way, 20 major water control structures and numerous minor structures. The LWDD's Canals 5 through 13 run through the Village.

FDOT and Palm Beach County both own and maintain some catch basins and stormwater infrastructure within the Village.

Private retention ponds required for stormwater management are regulated by the Village during site plan review and are required to be maintained by the property owner.

The Village maintains its own local stormwater and drainage infrastructure, consisting of catch basins, pipes and culverts connecting to Village-maintained detention/retention ponds and infrastructure managed by other agencies.

VILLAGE-OWNED DRAINAGE FACILITIES AND MAINTENANCE


KESHAVARZ & ASSOCIATES

Village of Palm Springs
Stormwater System Evaluation and Improvement Plan

Update: April 3, 2019

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In April 2019, the Village prepared a Stormwater System Evaluation and Improvement Plan (Master Plan). Among its findings, "in general, a large number of the isolated drainage issues could be partially or completely alleviated by re-establishing the originally intended drainage swales and the implementation of routine maintenance protocols." The Master Plan highlighted general recommendations and addressed 25 areas of concern with specific infrastructure improvements.

Per the Master Plan, "cleaning and videoing existing drainage pipes will restore the system's designed conveyance capacity, provide a thorough inspection for scheduling maintenance activities, serve as a sound basis for planning inevitable system upgrades and replacements, and help establish approximate financial parameters for future operation of the system. It is in the interest of the Village to prepare an inventory of its stormwater system for the purposes of developing a maintenance plan. Deposition of suspended solids is a normal condition arising from the function of most swale systems, and periodic inspection and maintenance is required for the removal of these materials to maintain suitable performance. Development of a protocol for routine inspection, assessment and maintenance is recommended for all overland and piped components to prevent costs associated with drainage system failures."

DRAINAGE LOS

The Village's current LOS provides a single drainage standard Village-wide, referencing the South Florida Water Management District's rainfall intensity/duration curve. By comparison, the Palm Beach County stormwater LOS applies standards across various development features. Both LOS are included in Table X, below. It is recommended that the Village update its LOS to include the finished-floor elevation standard adopted by Palm Beach County.

TABLE INFRA/D-1 DRAINAGE LOS: VILLAGE OF PALM SPRINGS AND PALM BEACH COUNTY

Jurisdiction	Development Feature	LOS
Village of Palm Springs	All	Three (3) year frequency, 24-hour (one day duration; rainfall intensity curve as established by the South Florida Water Management District)
Palm Beach County	Lowest habitable space of residential and commercial buildings	Inundation elevation resulting from 100-year, 3-day rainfall, assuming zero discharge; or 100-year flood elevation per F.E.M.A. Flood Insurance Rate Maps; or 100-year flood elevation as established by SFWMD rule, whichever is more restrictive.
	Residential Subdivision Lots with gross area 1/4 acre or less. (1) (2)	3-year, 24-hour rainfall.
	Residential Subdivision lots with gross area greater than 1/4 acre: within 20 ft. of habitable building.	3-year, 24-hour rainfall.
	Residential Subdivision lots with gross area greater than one-quarter acre: remainder of lot except areas designated for Stormwater	Duration of inundation not to exceed 8 hours subsequent to 3-year, 24-hour rainfall.
	Local Streets. (1) (2)	3-year, 24-hour rainfall.
	Collector Streets not included in Thoroughfare Plan. (1) (2)	5-year, 24-hour rainfall.
	Thoroughfare Plan Streets.	Requirements per FDOT Drainage Manual.
	Residential Parking Lots. (1) (2)	3-year, 24-hour rainfall (5-year, 24-hour rainfall when exfiltration trench system used.)
	Commercial Parking Lots. (1) (2)	3-year, 24-hour rainfall (5-year, 24-hour rainfall when exfiltration trench system used.)
	Recreation and Open Space Areas not specifically designated for Stormwater management purposes.	Duration of inundation not to exceed 8 hours following 3-year, 24-hour rainfall.

Source: Village of Palm Springs Comprehensive Plan, Palm Beach County Comprehensive Plan

1. Hydraulic capacity design of related storm water discharge facilities is to be based on peak runoff rates produced by rainfall intensities for applicable return periods in accordance with intensity/duration curves for FDOT-Zone 10.

2. Tailwater elevations for design of related storm sewerage shall be based on peak receiving water elevations determined for the noted return period and duration.

DRAINAGE IMPROVEMENTS

The Village's 2019 Stormwater Master Plan prioritized improvement projects to address observed flooding concerns throughout the Village. As of the preparation of the Master Plan, the first phases of Projects 1 and 2 were already implemented and scheduled for construction.

Since adoption, nearly all of the prioritized improvement projects have been completed and/or programmed. The Village anticipates completing a new stormwater assessment and master plan in FY25-FY27.

TABLE INFRA/D-2 VILLAGE OF PALM SPRINGS STORMWATER MASTER PLAN PRIORITIZED IMPROVEMENT PROJECTS

No.	Name
1.	Miller Road (2 Phases)
2.	Alemeda Drive
3.	2nd Ave North: Lake Worth Rd. to S. Congress Ave.
4.	Davis Road: 2nd Avenue N. to Canal Rd.
5.	Lakewood Road: West of Kirk Rd. (3 Phases)
6.	Frost Lake (2 Phases)
7.	Davis Road: Canal Rd. to 10th Ave. N.
8.	Gulfstream Road: Lake Worth Rd. to 10th Ave. N. (2 Phases)
9.	Cypress Lane
10.	Boatman Street
11.	Todd Street
12.	Carol & Rex Avenues (2 Phases)
13.	Bermuda Road
14.	Lorene Drive and Alice Drive (2 Phases)
15.	Edwards Avenue
16.	Corrigan Court - Lake Worth Rd to Canal Rd (2 Phases)
17.	Serubi Avenue
18.	Coconut Rd (2 Phases)
19.	Lakewood Road: East of Kirk Rd.
20.	Charlotte Street
21.	Riedel Avenue
22.	7th Avenue North
23.	Gulfstream Road: 10th Ave. N. to L-12 Canal
24.	Sandra Lane
25.	North Price Street

Source: Village of Palm Springs Stormwater System Evaluation and Improvement Plan 2019

STATE POLICY PLAN CONSISTENCY

INTRODUCTION

Florida Commerce reviews local government comprehensive plans for consistency with the State Comprehensive Plan (SCP) (Chapter 187, F.S.). The SCP policies applicable to the Infrastructure Element are included below:

(7) WATER RESOURCES.—

(a) Goal.—Florida shall assure the availability of an adequate supply of water for all competing uses deemed reasonable and beneficial and shall maintain the functions of natural systems and the overall present level of surface and ground water quality. Florida shall improve and restore the quality of waters not presently meeting water quality standards.

(b) Policies.—

1. Ensure the safety and quality of drinking water supplies and promote the development of reverse osmosis and desalinization technologies for developing water supplies.

2. Identify and protect the functions of water recharge areas and provide incentives for their conservation.

3. Encourage the development of local and regional water supplies within water management districts instead of transporting surface water across district boundaries.

4. Protect and use natural water systems in lieu of structural alternatives and restore modified systems.

5. Ensure that new development is compatible with existing local and regional water supplies.

8. Encourage the development of a strict floodplain management program by state and local governments designed to preserve hydrologically significant wetlands and other natural floodplain features.

9. Protect aquifers from depletion and contamination through appropriate regulatory programs and through incentives.

10. Protect surface and groundwater quality and quantity in the state.

11. Promote water conservation as an integral part of water management programs as well as the use and reuse of water of the lowest acceptable quality for the purposes intended.

12. Eliminate the discharge of inadequately treated wastewater and stormwater runoff into the waters of the state.

13. Identify and develop alternative methods of wastewater treatment, disposal, and reuse of wastewater to reduce degradation of water resources.

14. Reserve from use that water necessary to support essential nonwithdrawal demands, including navigation, recreation, and the protection of fish and wildlife.

(12) HAZARDOUS AND NONHAZARDOUS MATERIALS AND WASTE.—

(a) Goal.—All solid waste, including hazardous waste, wastewater, and all hazardous materials, shall be properly managed, and the use of landfills shall be eventually eliminated.

(b) Policies.—

5. Identify and clean up hazardous waste sites.

6. Enforce and strengthen regulation of the generation, storage, treatment, disposal, and transportation of hazardous waste.

7. Establish a system for identifying the location, type, and quantity of hazardous materials.

8. Require all hazardous waste generators to properly manage their own wastes.

10. Encourage coordination of intergovernmental and interstate waste management efforts.

12. Develop a permanent system for households, small business, and other low-volume generators of hazardous waste to safely dispose of these materials in a convenient manner.

13. Encourage strict enforcement of hazardous waste laws and swift prosecution of violators.

(15) LAND USE.—

(a) Goal.—In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner.

(b) Policies.—

6. Consider, in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.

REGIONAL POLICY PLAN CONSISTENCY

Florida Commerce will also review the comprehensive plan for consistency with the Strategic Regional Policy Plan (SRPP) adopted by the Treasure Coast Regional Planning Council (TCRPC) in 1995. The SRPP policies applicable to the Infrastructure Element are included below:

SRPP Section	Policies
Natural Resources	6.2.1.1-4, 6.2.2.1-6, 6.2.3.1-6, 6.3.1.1-8, 6.3.2.1-4, 6.3.3.1

INFRASTRUCTURE ELEMENT ANALYSIS

INCLUDE SUMMARY PARAGRAPH DESCRIBING CONCURRENCY FOR ALL INFRASTRUCTURE COMPONENTS.

From Infrastructure GOPs: The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together any capacity demands committed through concurrency reservations for building permits approved prior to and subsequent to the adoption of the Comprehensive Plan but not receiving services and existing services being delivered. Subtract that total from the design capacity of the facility; the remainder is the capacity available to serve the new development project.

CONSERVATION ELEMENT

Data, Inventory and Analysis

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INTRODUCTION

The Conservation Element identifies the natural resources unique to the Village of Palm Springs along with any known vulnerabilities or pollution problems. It also outlines potential opportunities for appropriate forms of conservation, mitigation, and protection of essential environmental components to promote greater sustainability and environmental resiliency of the Village's natural systems.

STATUTORY REQUIREMENTS

Florida Statute 163.3177(6)(d) requires the Conservation Element reflect the data, analysis, and associated principles, guidelines, and standards relating to:

- Protecting air quality
- Conserving, appropriately using, and protecting the quality and quantity of current and projected water sources (Also see **Infrastructure Element**)
- Protecting waters that flow into estuarine waters.
- Providing emergency conservation of water sources (Also see **Infrastructure Element**)
- Conserving and protecting minerals, soils, and native vegetative communities from destruction by development activities.
- Conserving and protecting wildlife and wildlife habitat and restricting activities known to adversely affect endangered and threatened wildlife.
- Protecting existing natural reservations (Also see **Recreation and Open Space Element)**
- Designating environmentally sensitive lands for protection
- Managing hazardous waste to protect natural resources.
- Protecting and conserving wetlands and the natural function of wetlands
- Directing future land uses that are incompatible with the protection and conservation of wetlands away from wetlands.

Florida statues also require analysis of the current and projected water needs and sources for industrial, agricultural, and potable water use for at least a 10-year period. This information is also discussed at length in the **Infrastructure Element** and its Water Supply Facilities Work Plan.

The following natural resources, where present, shall be identified and analyzed, including their recreational or conservation uses, known pollution problems, and the potential for conservation, recreation, use, or protection:

- Rivers, bays, lakes, wetlands including estuarine marshes, groundwaters, and springs.
- Floodplains
- Known sources of commercially valuable minerals
- Areas known to have experienced soil erosion problems.
- Areas that are the location of recreationally and commercially important wildlife, marine habitats, and vegetative communities, indicating known dominant species present and species listed by federal, state, or local government agencies as endangered, threatened, or species of special concern.

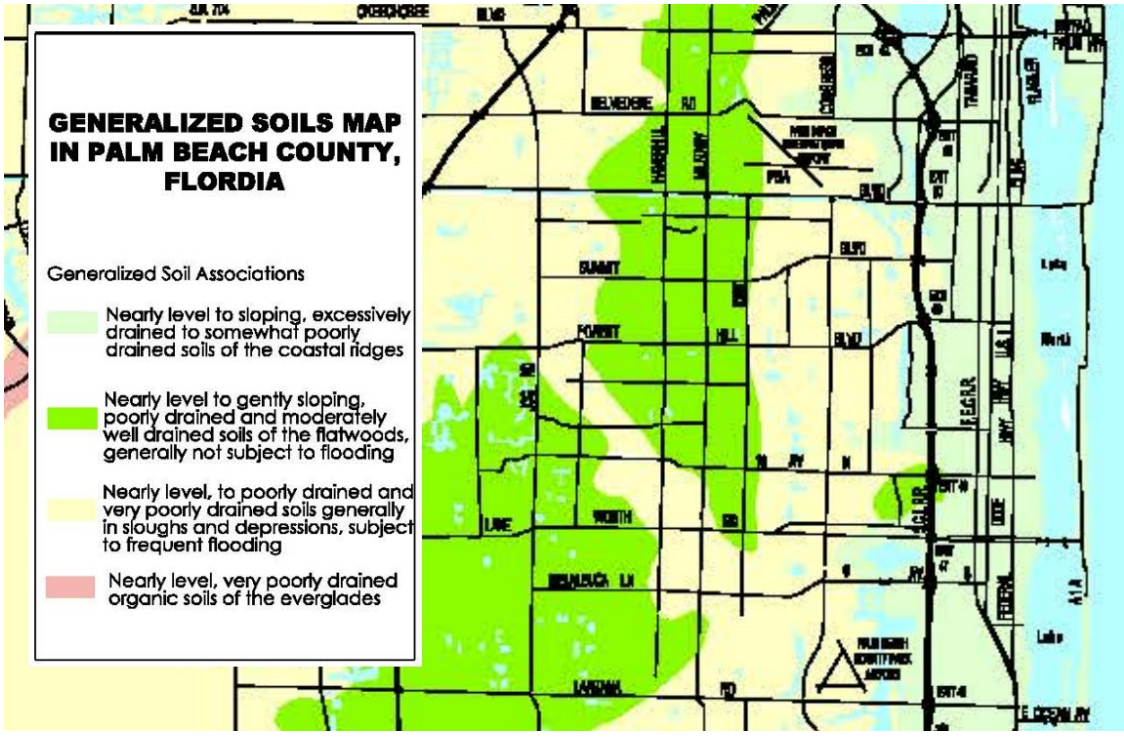
GEOGRAPHY AND WATER BODIES

The Village of Palm Springs spans approximately 2,249 acres in eastern Palm Beach County, roughly 2.5 miles west of the Lake Worth Lagoon and roughly 3 miles west of the Atlantic Ocean. The Village lies fully within the developed urban area of the County and as such contains little undeveloped land.

The Village is part of the Anastasia Formation region, which spans the Atlantic Coastal Ridge from St. John's County south to Palm Beach County and covers most of the eastern edge of Palm Beach County. Geologically, the formation is composed primarily of coquina, sand, and sandy limestone.

Most of the Village's soils are categorized in the County Future Land Use Map Series as nearly level, poorly or very poorly drained, in sloughs and depressions, and subject to frequent flooding. Soils in the west section of the Village, primarily between Kirk Road and S Military Trail, are categorized as nearly level to gently sloping, poorly to moderately well drained soils of the flatwoods, generally not subject to flooding.

FIGURE CON 5-1 GENERALIZED SOILS MAP IN PALM BEACH COUNTY, FL



As is the case with much of the developed urban lands in the area, the original natural lands were drained via canals. Before incorporation in 1957, the area that would become the Village of Palm Springs was pasture for cattle grazing. Muck and fill were brought in for land development purposes, and a series of connected lakes were excavated to facilitate more drainage.

Today, the Village encompasses several freshwater ponds and lakes, some owned and maintained by the Village and some by private property owners. The Lake Worth Drainage District (LWDD) manages several canals which run through the Village – Canal 6 (north) through Canal 13 (south) – and Canal E-4 along the southeastern corner of the Village. The LWDD is an independent agency managing local drainage and water supply for the basin area in coordination with the South Florida Water Management District (SFWMD) and its associated water infrastructure.

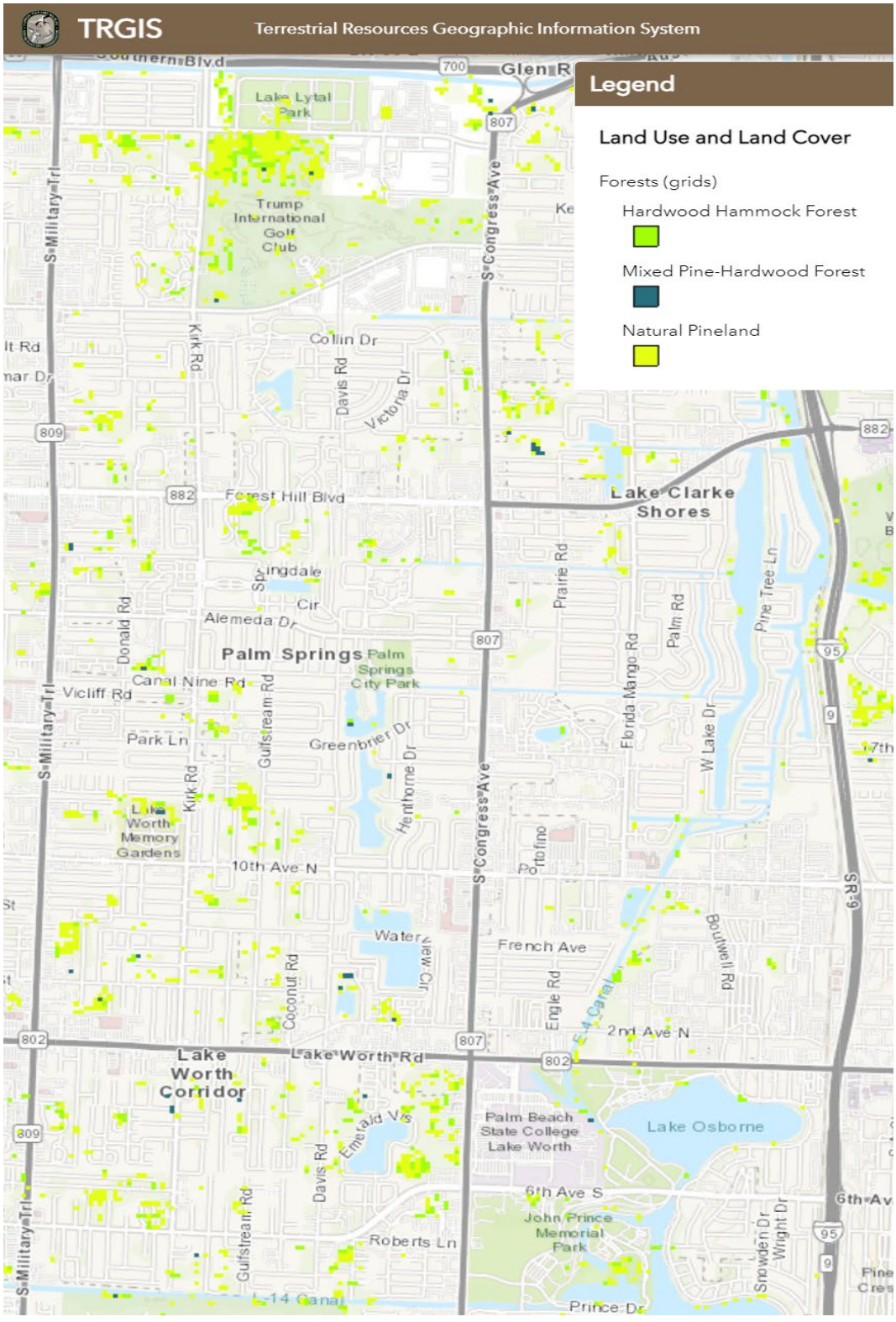
VEGETATION

Because the Village rests within an existing largely developed urban area, there is little undisturbed native vegetative community remaining. According to the Florida Fish and Wildlife Conservation Commission (FWC) Terrestrial Resources Geographic Information System (TRGIS), there are some areas containing Pineland, Hardwood Hammock, and Mixed Pine-Hardwood Forest types, mostly on the undeveloped sites in the Village, as well as concentrated in along larger residential lots along Gulfstream Road and in the Albert Lakes Garden neighborhood.

The FWC TRGIS also identifies several areas throughout the Village categorized as Exotic-Other, but these groups are more likely to correspond to landscape plantings rather than escaped exotic species.

Palm Beach County maintains exotic and invasive species regulations in its Unified Land Development Code. There are 9 species which are required to be removed from all properties within 500 feet of a designated natural area, even within municipalities: Air Potato, Australian Pine, Brazilian Pepper, Carrotwood, Earleaf Acacia, Kudzu, Old World Climbing Fern, Melaleuca, and Queensland Umbrella Tree (Schefflera). Two of these species – Air Potato and Old World Climbing Fern – are required to be removed from all developed properties countywide.

FIGURE CON 5-2 LAND USE AND LAND COVER MAP



NATURAL PINELAND

According to the FWC State Wildlife Action Plan (SWAP), Natural Pineland is associated with Mesic Flatwoods, Scrubby Flatwoods, Wet Flatwoods, and Upland Pine Forest as categorized by the Florida Natural Areas Inventory (FNAI). Its status at the time of the 2019 Action Plan was listed as poor and declining, due to roadway and utility easement expansion and conversion to development.

This category includes natural pine forests, sandhills, and sand pine scrub, which are listed as separate categories. Natural Pineland habitats include mesic, hydric and scrubby flatwoods, and upland pine forests. Before human settlement, much of north and central Florida was covered by Natural Pineland. Much of this habitat type has been altered by humans as a result of conversion to agriculture and pine plantations, alteration of fire regimes, and introduced species. Pine flatwoods occur on flat sandy terrain where the overstory is characterized by longleaf pine, slash pine, or pond pine. The type of pineland habitat present is usually related to soil differences and small variations in topography. Hydroperiod is an important factor determining what kind of pineland is represented. Generally, flatwoods dominated by longleaf pine occur on well-drained sites while pond pine-dominated sites occur in poorly drained areas, and slash pine-dominated sites occupy intermediate or moderately moist areas.

The understory and ground cover within these three communities are somewhat similar and include several common species such as saw palmetto, gallberry, wax myrtle, and a wide variety of grasses and herbs. Generally, wiregrass and runner oak dominate longleaf pine sites; fetterbush and bay trees are found in pond pine areas, while saw palmetto, gallberry, and rusty lyonia occupy slash pine flatwoods sites. Scrubby flatwoods habitat typically occurs on drier ridges, many of which formed originally on or near old coastal dunes. Longleaf pine or slash pine dominates the overstory, whereas the ground cover is similar to that present in xeric oak scrub habitat. Cypress domes, bay heads, titi swamps, and freshwater marshes are commonly interspersed in isolated depressions throughout natural pineland habitats. A wide variety of animals utilize this habitat including the white-tailed deer, eastern diamondback rattlesnake, red-cockaded woodpecker, and pine woods tree frog. Fire is an important factor that helps to maintain and shape Natural Pineland communities; almost all of the plants and animals found here are adapted to having fires occur at least every one to eight years.

There are several associated animal species identified as having the greatest conservation need by FWC, including many mammals, bird, reptile, amphibian, and invertebrate species. Although the particular examples of Pineland forest in the Village are largely disconnected and sporadic, they may still provide some important habitat for these species.

HARDWOOD HAMMOCK FOREST

According to the FWC SWAP, Hardwood Hammock Forest is associated with Xeric Hammock, Maritime Hammock, Slope Forest, Prairie Hammock, and Upland Hardwood Forest as categorized by FNAI. Its status at the time of the 2019 Action Plan was listed as “unknown”.

This class includes the major upland hardwood associations that occur statewide on fairly rich sandy soils. Variations in species composition and the local or spatial distributions of these communities are due in part to differences in soil moisture regimes, soil type, and geographic location within the state. Mesic (relatively moist) and xeric (dry) variations are included within this association. The mesic hammock community represents the climax vegetation type within many areas of northern and central Florida.

Characteristic species in the extreme north include American beech, southern magnolia, Shumard oak, white oak, mockernut hickory, pignut hickory, sourgum, basswood, white ash, mulberry, and spruce pine. Mesic hammocks of the peninsula are less diverse due to the absence of hardwood species that are adapted to more northerly climates, and are characterized by laurel oak, hop hornbeam, blue beech, sweetgum, cabbage palm, American holly, and southern magnolia. Xeric hammocks occur on deep, well-drained, sandy soils where fire has been absent for long periods of time. These open, dry hammocks contain live oak, sand-live oak, bluejack oak, blackjack oak, southern red oak, sand-post oak, and pignut hickory. Also included in this category are cabbage palm-live oak hammocks, characterized by cabbage palms and live oaks occurring in small clumps within prairie communities. These hammocks typically have an open understory which may include such species as wax myrtle, water oak, and saw palmetto. Cabbage palm-live oak hammocks are also often found bordering large lakes and rivers and are distributed throughout the prairie region of south central Florida and extend northward in the St. Johns River basin. Cabbage palms often form a fringe around hardwood “islands” located within improved pastures.

In addition to the general threats to multiple other habitats - such as conversion to development, groundwater withdrawal, and invasive species - threats specific to Hardwood Hammock Forest include incompatible residential activities that involve movement of fertilizer, herbicide, and invasive species from landscape maintenance, activities of people, their pets, and nuisance species, and disposal of yard and household waste.

As with Natural Pineland Forest habitat, there are several associated animal species identified as having the greatest conservation need by FWC, including many mammals, bird, reptile, amphibian, and invertebrate species.

MIXED HARDWOOD-PINE FOREST

According to the FWC SWAP, Mixed Hardwood-Pine Forest is associated with Upland Mixed Forest as categorized by FNAI. Its status at the time of the 2019 Action Plan was good but declining.

Included in this category are upland forests that occur statewide and contain a mixture of conifers and hardwoods as the co-dominant overstory component. These communities contain well developed associations of longleaf pine, slash pine, and loblolly pine in mixed company with live oak, laurel oak, and water oak, together with other hardwood species characteristic of the Hardwood Hammock Forest community type. In this habitat, the ground is usually covered with a thick layer of leaf mulch which helps in the retention of moisture. Adding to the mesic condition is a thick canopy with low air flow and light penetration. Due to this damp environment, Mixed Hardwood-Pine Forests seldom burn.

Per the SWAP, expert ecologist reviewers have concurred that Mixed Hardwood-Pine Forest is not a habitat unto itself. When experts examined the distribution of this cover type, they suggested that it represents either areas of degraded pinelands into which hardwoods have invaded and require fire or other restoration to reduce the hardwoods, or floodplain forest and other hardwood-dominated systems into which pines have invaded, perhaps because of altered hydrology. The experts suggested that each pixel of this habitat type be reclassified the same as the adjacent pixel of a hardwood or pineland site, and the assumption was made that they adequately covered the stresses and sources for these areas when they assessed the other cover types.

FWC-identified species with greatest conservation need include those associated with both Natural Pineland and Hardwood Hammock Forests.

WETLANDS

Wetlands are generally classified as areas where the water table is near or above the surface, except during extended dry periods. Wetlands are typically adjacent to natural water bodies and man-made lakes, and in low-lying depressions, and have poorly drained, level, organic, or marl soils. Wetlands provide needed habitat for aquatic and land species, including migrating birds.

Wetlands serve many important hydrological and ecological values and functions:

- Recharge and filter groundwater in the shallow aquifer
- Reduce the impact of flooding by acting as storage basins.
- Act as uniquely productive biological systems, providing home and food for several of Florida's threatened and endangered species.

The Village contains several wetlands surrounding stormwater ponds and drainage canals. According to the US Fish and Wildlife Service (FWS) National Wetlands Inventory, they are either Palustrine or Riverine - depending on proximity to either pond or canal – and they have all been impacted by excavation. There are no natural undeveloped or unimpacted wetlands within the Village. The largest wetlands and their associated lakes are identified by the Village are assigned a Conservation future land use to better conserve them and their ecological and water management functions into the future.

ENDANGERED AND THREATENED PLANT SPECIES

The Florida Department of Agriculture and Consumer Services (FDACS) maintains an index of state and federally regulated plant species, including known range by county and/or region and typical habitat.

According to the latest 2023 FDACS index, there are a total of 29 state endangered plant species, four (4) of which are also listed as endangered by the federal government (highlighted in pink) with ranges including Palm Beach County.

TABLE CON 5-1 ENDANGERED PLANT SPECIES

Plant Species	Plant Common Name	Habitat
Asimina tetramera	four-petal pawpaw	scrub
Cladonia perforata	Florida perforate lichen	sandhills
Cucurbita okeechobeensis	Okeechobee gourd	wet hammocks, ditch banks
Polygala smallii	tiny polygala	pine rocklands, rosemary scrub, sandhills
Asclepias curtissii	Curtiss's milkweed	dry hammocks, scrub, flatwoods
Asplenium dentatum	slender spleenwort	rockland hammocks, on rock walls in grottos
Caesalpinia major	yellow nicker	coastal strands, hammocks
Ctenitis submarginalis	brown-hair comb fern	cypress swamps, rockland hammocks, spoil banks
Dalea carthagenensis	Florida prairie clover	pinelands, hammocks
Dennstaedtia bipinnata	cuplet fern	hammocks
Epidendrum difforme	umbelled epidendrum	on trees in hammocks
Epidendrum nocturnum	night-scented epidendrum	on trees in rockland hammocks, strand swamps
Epidendrum rigidum	rigid epidendrum	on trees in rockland hammocks, strand swamps
Ionopsis utricularioides	delicate ionopsis orchid	on trees in rockland hammocks, strand swamps
Lantana depressa	pineland lantana	pine rockland, coastal strand, marl prairies
Lechea divaricata	spreading pinweed	scrubby flatwoods
Nemastylis floridana	celestial lily	marshes, wet flatwoods
Oncidium bahamense	dancing-lady orchid	rosemary scrub
Ophioglossum palmatum	hand fern	on cabbage palms in hydric hammocks, strand swamps
Panicum abscissum	cut-throat grass	wet pinelands, seepage areas
Polypodium ptilodon	swamp plume polypody	hammocks, swamps
Roystonea elata	Florida royal palm	rockland hammocks, shell middens, strand swamps
Schizaea germanii	ray fern	low hammocks
Tephrosia angustissima	hoary pea	coastal strand, beach dunes, pine rockland
Thelypteris serrata	dentate lattice-vein fern	hammocks, cypress sloughs, swamps
Tillandsia fasciculata	common wild-pine	on trees in cypress swamps, hammocks, pinelands
Tillandsia utriculata	giant wild-pine	on trees in hammocks, cypress swamps, pinelands
Verbena maritima	coastal vervain	coastal dunes, coastal strand, pine rocklands
Zanthoxylum coriaceum	leathery prickly-ash	tropical hammocks, sandy beaches

Source: Florida Department of Agriculture and Consumer Services (FDACS)

TERRESTRIAL HABITATS AND KEY SPECIES

The FWC highlights Species of Greatest Conservation Need (SGCN) as those which are endangered, threatened, imperiled, or declining and provides groupings of SGCN by habitat type, including those which are adapted to various components of the developed urban environment. Specific challenges and opportunities for conservation in urban environments include:

- **Alteration, Conversion, and Fragmentation of Habitat**
  - *Challenges:* Loss of native vegetation impacts or eliminates the ability of populations to move between urban and non-urbanized areas, negatively impacting population health
  - *Opportunities*: Planning and zoning can help minimize impervious surfaces, preserve green spaces, protect greenways and wildlife corridors. Water conservation measures and green stormwater infrastructure can reduce hydrologic impacts from population growth.
- **Human-Wildlife Conflict**
  - *Challenges:* Wildlife adapted to urban environments can learn to become dependent on human-related food sources or attempt to share living space
  - *Opportunities:* Educational campaigns and partnership programs with FWC
- **Non-Point Source Pollution**
  - *Challenges:* Urban stormwater can carry nutrient and chemical pollution from septic or municipal wastewater systems, roadways, and landscape fertilizers and pesticides.
  - *Opportunities:* Adoption of the Florida-Friendly Landscaping Program can reduce nutrient and chemical pollution loads and also provide additional wildlife habitat. Green stormwater infrastructure also helps clean stormwater and provide habitat.
- **Nonnative Fish, Wildlife, and Plants**
  - *Challenges:* Escaped pets and introduction of invasive plants and animals through commercial activity or landscaping can impact local native wildlife populations.
  - *Opportunities:* Educational programs and local regulation of invasive plants in landscaping

SGCN included on the list below presently and regularly utilize urban areas for breeding, sheltering, or foraging:

TABLE CON 5-2 SPECIES OF GREATEST CONSERVATION NEED (SGCN)

Scientific Name	Common Name
BIRDS	
Anas fulvigula	Mottled Duck
Antigone canadensis pratensis	Florida Sandhill Crane
Aphelocoma coerulescens	Florida Scrub-Jay
Aramus guarauna	Limpkin
Ardea herodias occidentalis	Great White Heron
Athene cunicularia floridana	Florida Burrowing Owl
Chaetura pelagica	Chimney Swift
Chordeiles minor	Common Nighthawk
Colaptes auratus	Northern Flicker
Columbina passerina	Common Ground-Dove
Egretta caerulea	Little Blue Heron
Egretta rufescens	Reddish Egret
Egretta thula	Snowy Egret
Egretta tricolor	Tricolored Heron
Eudocimus albus	White Ibis
Falco peregrinus	Peregrine Falcon
Falco sparverius paulus	Southeastern American Kestrel
Haematopus palliatus	American Oystercatcher
Lanius ludovicianus	Loggerhead Shrike
Mycteria americana	Wood Stork
Pandion haliaetus	Osprey (Monroe County)
Rynchops niger	Black Skimmer
Setophaga discolor	Prairie Warbler
Setophaga kirtlandii	Kirtland's Warbler
Sternula antillarum	Least Tern
Vermivora chrysoptera	Golden-winged Warbler
INVERTEBRATES	
Ashmeadiella floridana	Southeastern Ashmeadiella Bee
Procambarus econfinae	Panama City Crayfish
Satyrium titus	Coral Hairstreak

Source: Florida Wildlife Conservation (FWC)

TABLE CON 5-2 SPECIES OF GREATEST CONSERVATION NEED (SGCN) *CONTINUED*

Scientific Name	Common Name
MAMMALS	
Eumops floridanus	Florida Bonneted Bat
Geomys pinetis pinetis	Southeastern Pocket Gopher
Odocoileus virginianus clavium	Key Deer
Puma concolor coryi	Florida Panther
Sciurus niger avicennia	Big Cypress Fox Squirrel
Sciurus niger shermani	Sherman's Fox Squirrel
Tamias striatus	Eastern Chipmunk
REPTILES	
Diadophis punctatus acricus	Key Ringneck Snake
Drymarchon couperi	Eastern Indigo Snake
Gopherus polyphemus	Gopher Tortoise
Heterodon simus	Southern Hognose Snake
Lampropeltis extenuata	Short-tailed Snake
Plestiodon reynoldsi	Florida Sand Skink
Sceloporus woodi	Florida Scrub Lizard
Storeria victa	Florida Brown Snake (Lower Keys Population)
Tantilla oolitica	Rim Rock Crowned Snake
Terrapene carolina	Eastern Box Turtle
Virginia valeriae valeriae	Eastern Smooth Earthsnake (Highlands County)

Source: Florida Wildlife Conservation (FWC)

According to the FWC 2019 State Wildlife Action Plan, one hundred and thirty-three species or subspecies in Florida are protected by state and federal threatened and endangered species laws. This includes 89 species federally protected by the Endangered Species Act (ESA) and 44 species state protected by Rules 68A-27.003 and 68A-27.005 of the Florida Administrative Code. There are several species listed within the FWC Florida Imperiled Species Management Plan 2016-2026 whose ranges include the Village: the Florida Mouse, Southern Fox Squirrel, American Oystercatcher, Black Skimmer, Brown Pelican, Florida Burrowing Owl, Florida Sandhill Crane, Least Tern, Limpkin, Little Blue Heron, Osprey, Roseate Spoonbill, Reddish Egret, Snowy Egret, Tricolored Heron, White Ibis, Florida Pine Snake, and Gopher Frog.

Below are the Endangered or Threatened species in Florida as of the FWC's 2022 "Florida's Endangered and Threatened Species" inventory which may be associated with the habitats found in the Village. Status is abbreviated as Federal Endangered (FE), Federal Threatened (FT), Federal Threatened Nonessential Experimental Population (FXN), Federal Threatened due to similarity (S/A), and State Threatened (ST).

TABLE CON 5-3 FLORIDA'S ENDANGERED AND THREATENED SPECIES

AMPHIBIANS

Common Name	Scientific Name	Status
Florida bog frog	*Lithobates okaloosae*	ST
Frosted flatwoods salamander	*Ambystoma cingulatum*	FT
Georgia blind salamander	*Eurycea wallacei*	ST
Reticulated flatwoods salamander	*Ambystoma bishopi*	FE
Striped newt	*Notophthalmus perstriatus*	ST

REPTILES

Common Name	Scientific Name	Status
American alligator	*Alligator mississippiensis*	FT(S/A)
American crocodile	*Crocodylus acutus*	FT
Atlantic salt marsh snake	*Nerodia clarkii taeniata*	FT
Barbour's map turtle	*Graptemys barbouri*	ST
Bluetail mole skink	*Plestiodon egregius lividus*	FT
Eastern indigo snake	*Drymarchon couperi*	FT
Florida brown snake	*Storeria victa*	ST[3]
Florida Keys mole skink	*Plestiodon egregius egregius*	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	ST
Gopher tortoise	*Gopherus polyphemus*	ST
Green sea turtle	*Chelonia mydas*	FT[1]
Hawksbill sea turtle	*Eretmochelys imbricata*	FE[1]
Kemp's ridley sea turtle	*Lepidochelys kempii*	FE[1]
Key ringneck snake	*Diadophis punctatus acricus*	ST
Leatherback sea turtle	*Dermochelys coriacea*	FE[1]
Loggerhead sea turtle	*Caretta caretta*	FT[1]
Rim rock crowned snake	*Tantilla oolitica*	ST
Sand skink	*Plestiodon reynoldsi*	FT
Short-tailed snake	*Lampropeltis extenuata*	ST
Suwannee alligator snapping turtle	*Macrochelys suwanniensis*	ST

Source: Florida Wildlife Conservation (FWC)

TABLE CON 5-3 FLORIDA'S ENDANGERED AND THREATENED SPECIES *CONTINUED*

BIRDS

Common Name	Scientific Name	Status
American oystercatcher	*Haematopus palliatus*	ST
Audubon's crested caracara	*Polyborus plancus audubonii*	FT
Bachman's wood warbler	*Vermivora bachmanii*	FE
Black skimmer	*Rynchops niger*	ST
Cape Sable seaside sparrow	*Ammodramus maritimus mirabilis*	FE
Eastern black rail	*Laterallus jamaicensis jamaicensis*	FT
Eskimo curlew	*Numenius borealis*	FE
Everglade snail kite	*Rostrhamus sociabilis plumbeus*	FE
Florida burrowing owl	*Athene cunicularia floridana*	ST
Florida grasshopper sparrow	*Ammodramus savannarum floridanus*	FE
Florida sandhill crane	*Antigone canadensis pratensis*	ST
Florida scrub-jay	*Aphelocoma coerulescens*	FT
Ivory-billed woodpecker	*Campephilus principalis*	FE
Kirtland's warbler (Kirtland's wood warbler)	*Setophaga kirtlandii (Dendroica kirtlandii)*	FE
Least tern	*Sternula antillarum*	ST
Little blue heron	*Egretta caerulea*	ST
Marian's marsh wren	*Cistothorus palustris marianae*	ST
Piping plover	*Charadrius melodus*	FT
Red-cockaded woodpecker	*Picoides borealis*	FE
Reddish egret	*Egretta rufescens*	ST
Roseate spoonbill	*Platalea ajaja*	ST
Roseate tern	*Sterna dougallii dougallii*	FT
Rufa red knot	*Calidris canutus rufa*	FT
Scott's seaside sparrow	*Ammodramus maritimus peninsulae*	ST
Snowy plover	*Charadrius nivosus*	ST
Southeastern American kestrel	*Falco sparverius paulus*	ST
Tricolored heron	*Egretta tricolor*	ST
Wakulla seaside sparrow	*Ammodramus maritimus juncicola*	ST
White-crowned pigeon	*Patagioenas leucocephala*	ST
Whooping crane	*Grus americana*	FXN
Worthington's marsh wren	*Cistothorus palustris griseus*	ST
Wood stork	*Mycteria americana*	FT

Source: Florida Wildlife Conservation (FWC)

TABLE CON 5-3 FLORIDA'S ENDANGERED AND THREATENED SPECIES *CONTINUED*

MAMMALS

Common Name	Scientific Name	Status
Anastasia Island beach mouse	*Peromyscus polionotus phasma*	FE
Big Cypress fox squirrel	*Sciurus niger avicennia*	ST
Choctawhatchee beach mouse	*Peromyscus polionotus allophrys*	FE
Everglades mink	*Neovison vison evergladensis*	ST
Finback whale	*Balaenoptera physalus*	FE[1]
Florida bonneted bat	*Eumops floridanus*	FE
Florida panther	*Puma [=Felis] concolor coryi*	FE
Florida salt marsh vole	*Microtus pennsylvanicus dukecampbelli*	FE
Gray bat	*Myotis grisescens*	FE
Gray wolf	*Canis lupus*	FE[2]
Bryde's Whale (Gulf of Mexico subspecies)	*Balaenoptera edeni [unnamed subspecies]*	FE
Humpback whale	*Megaptera novaeangliae*	FE[1]
Indiana bat	*Myotis sodalis*	FE
Key deer	*Odocoileus virginianus clavium*	FE
Key Largo cotton mouse	*Peromyscus gossypinus allapaticola*	FE
Key Largo woodrat	*Neotoma floridana smalli*	FE
Lower Keys rabbit	*Sylvilagus palustris hefneri*	FE
North Atlantic right whale	*Eubalaena glacialis*	FE[1]
Perdido Key beach mouse	*Peromyscus polionotus trissyllepsis*	FE
Red wolf	*Canis rufus*	FE
Rice rat	*Oryzomys palustris natator*	FE[3]
Sanibel Island rice rat	*Oryzomys palustris sanibeli*	ST
Sei whale	*Balaenoptera borealis*	FE[1]
Sherman's short-tailed shrew	*Blarina shermani*	ST
Southeastern beach mouse	*Peromyscus polionotus niveiventris*	FT
Sperm whale	*Physeter macrocephalus*	FE[1]
St. Andrew beach mouse	*Peromyscus polionotus peninsularis*	FE
West Indian manatee (Florida manatee)	*Trichechus manatus* (*Trichechus manatus latirostris*)	FT[1]

Source: Florida Wildlife Conservation (FWC)

TABLE CON 5-3 FLORIDA'S ENDANGERED AND THREATENED SPECIES *CONTINUED*

INSECTS

Common Name	Scientific Name	Status
American burying beetle	*Nicrophorus americanus*	FT
Bartram's scrub-hairstreak	*Strymon acis bartrami*	FE
Cassius blue butterfly	*Leptotes cassius theonus*	FT(S/A)
Ceraunus blue butterfly	*Hemiargus ceraunus antibubastus*	FT(S/A)
Florida leafwing	*Anaea troglodyta floridalis*	FE
Miami blue butterfly	*Cyclargus thomasi bethunebakeri*	FE
Miami tiger beetle	*Cicindelidia floridana*	FE
Nickerbean blue butterfly	*Cyclargus ammon*	FT(S/A)
Schaus swallowtail butterfly	*Heraclides aristodemus ponceanus*	FE

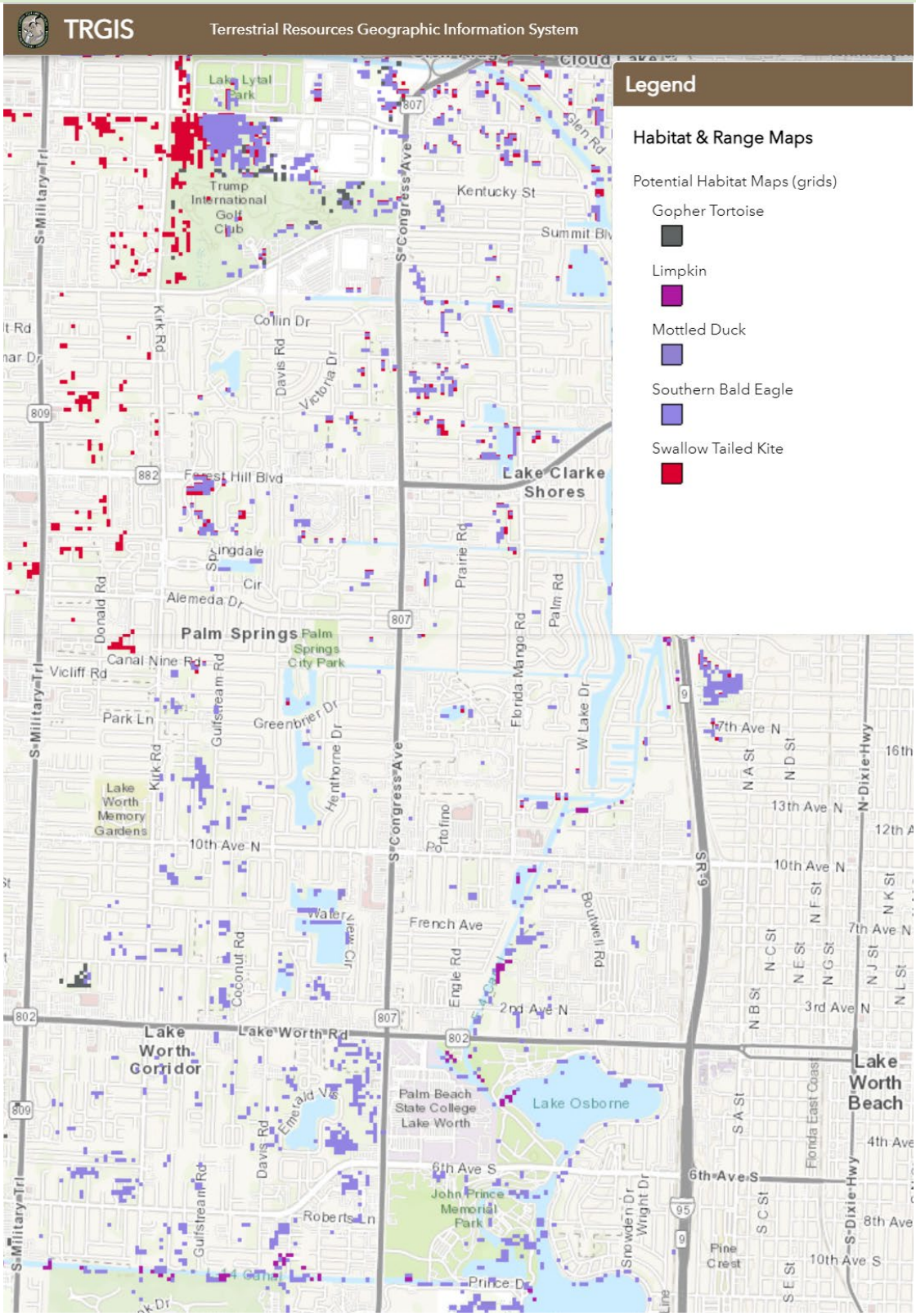
Source: Florida Wildlife Conservation (FWC)

List Notations: 1) A species for which the FWC does not have constitutional authority. 2) Not documented in Florida. 3) Lower Keys population only.

According to mapping from the FWC TRGIS, there are small areas scattered throughout the Village listed within the Habitat and Range Maps of five key species including the limpkin, mottled duck, southern bald eagle, swallow tailed kite, and gopher tortoise, which is a state-listed threatened species.

Also included within the Village are several small Strategic Habitat Conservation Areas (SHCA) for the swallow tailed kite, however their rankings for "richness" are low: 0 through 2 on a scale of 0 through 13. None of the areas within the Village are listed as Prioritized SHCAs. Areas nearby but outside the Village are shown as SCHA for the Florida burrowing owl, which is a state-listed threatened species.

FIGURE CON 5-3 HABITAT AND RANGE MAP



Source: Florida Wildlife Conservation (FWC)

MARINE HABITATS AND SPECIES

The Village encompasses several lakes and ponds, both public and private. The Village is also intersected by Lake Worth Drainage District canals and is connected to larger water bodies including Lake Clarke to the east and Lake Osborne to the southeast.

One lake within the Village, Lake Palmerito, is monitored by FWC for fish communities. As reported in the FWC "What's Happening on My Lake" mapping system, fish counts from Lake Palmerito in 2022 were:

TABLE CON 5-4 FISH COUNTS FROM LAKE PALMERITO (2022)

Scientific Name	Common Name	# Caught	% of All Species
Channa marulius	Bullseye Snakehead	11	7
Chitala ornata	Clown Knifefish	2	1.3
Cichla ocellaris	Butterfly Peacock Bass	12	7.6
Cichlasoma uropthalmus	Mayan Cichlid	5	3.2
Dorosoma cepedianum	Gizzard Shad	2	1.3
Labidesthes sicculus	Brook Silverside	11	7
Lepisosteus platyrhincus	Florida Gar	3	1.9
Lepomis macrochirus	Bluegill	54	34.4
Lepomis microlophus	Redear Sunfish	16	10.2
Menidia beryllina	Inland Silverside	5	3.2
Micropterus salmoides	Largemouth Bass	10	6.4
Oreochromus aurea	Blue Tilapia	3	1.9
Pterygoplichthys multiradiatus	Orinoco Sailfin Catfish	15	9.6
Strongylura marina	Atlantic Needlefish	1	0.6

Source: Florida Wildlife Conservation (FWC)

Due to environmental contamination and water quality concerns, FWC issues consumption advisories for certain species in certain water bodies. No consumption advisories are issued specifically for fish in Lake Palmerito, but the nearby Lake Osborne has a consumption advisory issued for the following species due to mercury concerns. Because of the stormwater function of Lake Palmerito, similar pollutant concerns may be anticipated.

TABLE CON 5-5 RECOMMENDED CONSUMPTIVE ADVISORY FOR LAKE OSBORNE

Recommended Maximum Number of Fish Consumed		
Species	**Childbearing-age Women and Children**	**All Others**
Bluegill	Two per week	Two per week
Largemouth Bass	One per week	Two per week
Mayan Cichlid	Two per week	Two per week
Redear Sunfish	Two per week	Two per week

Source: Florida Wildlife Conservation (FWC)

CLIMATE

Summers in the Village are hot, oppressive, wet, and mostly cloudy, and the winters are comfortable, windy, and partly cloudy. Over the course of the year, the temperature typically varies from 59°F to 89°F and is rarely below 45°F or above 92°F.

The hot season lasts for roughly 4 months, from June 4 to September 29, with an average daily high temperature above 86°F. The hottest month of the year in the Village is August, with an average high of 89°F and low of 77°F. The cool season lasts for 3 months, from December 5 to March 5, with an average daily high temperature below 77°F. The coldest month of the year in the Village is January, with an average low of 59°F and high of 74°F.

Source: Weather Spark

AIR QUALITY

Air quality is a regional and countywide issue, requiring the participation and cooperation of all levels of government. The Air Quality Index (AQI) was developed by the Environmental Protection Agency (EPA) to provide accurate and easily understandable information to communities about daily air pollution levels. The AQI provides EPA with a uniform system of measuring pollution levels for the major air pollutants regulated under the Clean Air Act (CAA). The Clean Air Act of 1970 defined six criteria pollutants and established ambient concentration limits to protect public health and welfare. The criteria pollutants which are regulated for air emissions are ozone, carbon monoxide, nitrogen dioxide, particulates (PM 10 and PM 2.5), sulfur dioxide and lead.

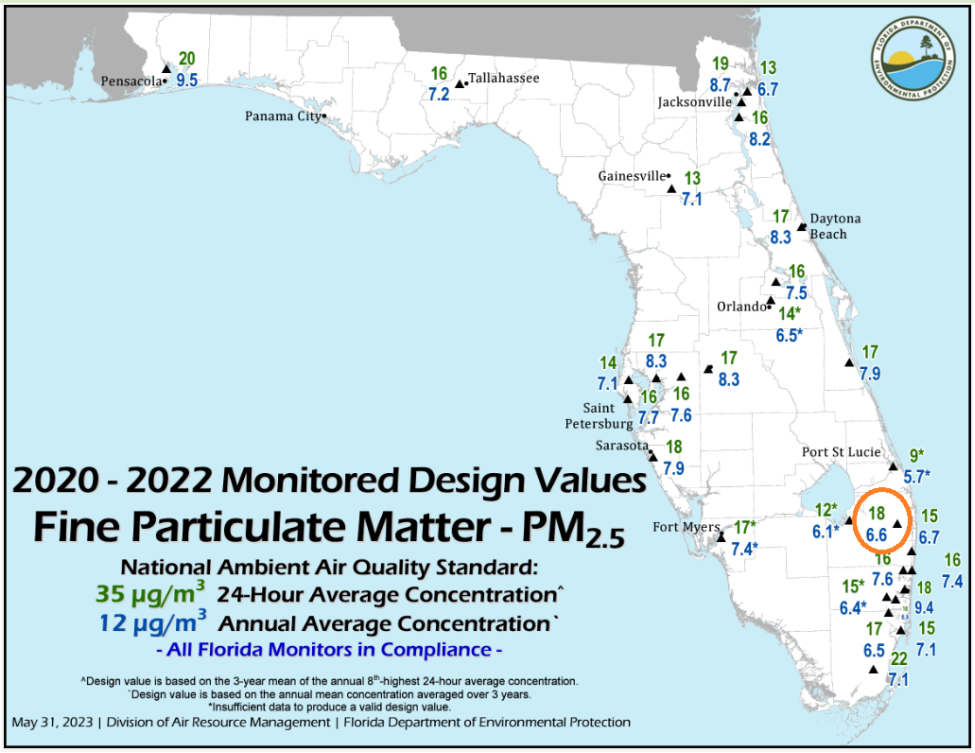
Air quality in Florida is measured by the Florida Department of Environmental Protection (DEP) Office of Air Monitoring, which currently assesses the air quality for almost 92 percent of Florida's more than 19 million citizens. The DEP monitoring network consists of 41 monitoring sites supporting 84 monitors operated by division staff and an additional 61 sites with 133 monitors operated by local program staff.

The two nearest monitoring stations to the Village are Lamstein Lane, which monitors ozone and PM2.5, and Lantana Preserve, which monitors Ozone. The Lamstein Lane station is located roughly 7 miles east-northeast of the Village, and the Lantana Preserve station is located roughly 2.5 miles west-southwest.

AQI levels, which are posted daily at both stations, are ranked "Good": well within established limits for measured pollutants.

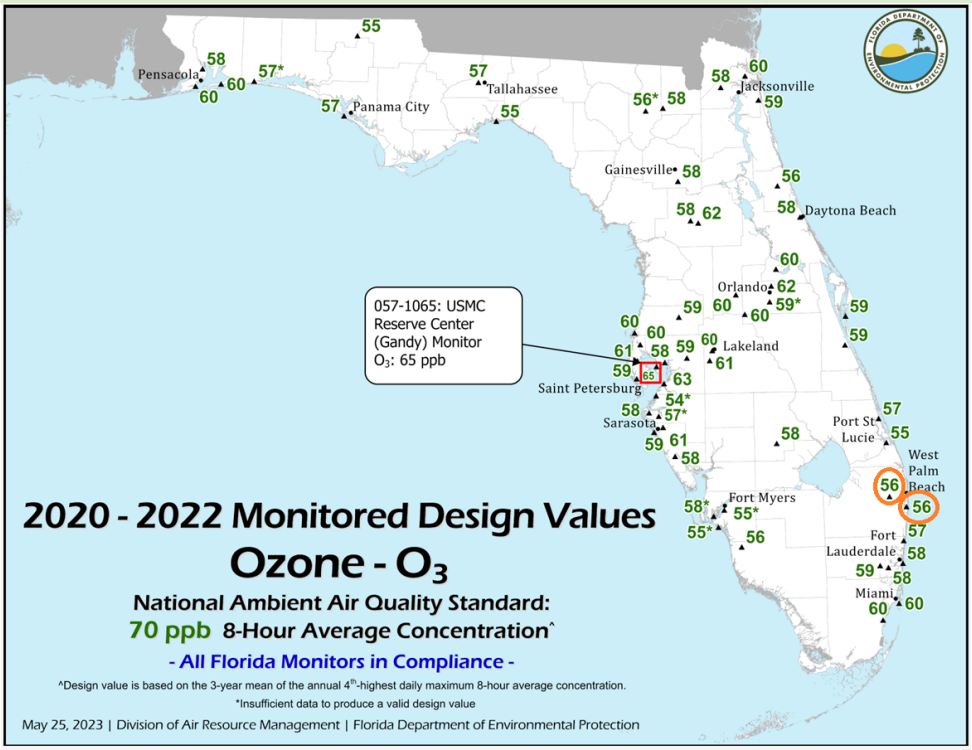
Other pollutants not measured nearby are historically kept within limits due to broader regulation including vehicle emissions controls, elimination of lead from vehicle fuels, and controls at power plants and other industrial facilities.

FIGURE CON 5-4 FINE PARTICULATE MATTER



Source: Florida Department of Environmental Protection

FIGURE CON 5-5 OZONE O^3



Source: Florida Department of Environmental Protection

SURFACE WATER QUALITY

The Village is not located within an adopted or proposed Basin Management Action Plan (BMAP) for impaired waters.

However, because the Village is connected to the Lake Worth Drainage District canals, which connect to Lake Clarke, Lake Osborne, and the Lake Worth Lagoon system, the Village should consider the downstream effects of its stormwater system. Emerging best practices for stormwater management incorporate not only quantity of water managed, but also quality. The Village may consider approaches to reducing nutrient and chemical pollution concentrations in stormwater by building, incentivizing, or requiring green storm water infrastructure, stormwater treatment trains, and education campaigns.

WATER SOURCES

The Village's Utilities Department (VPSUD) is permitted by the South Florida Water Management District (SFWMD) to draw water for potable use from the Surficial Aquifer System (SAS). Raw groundwater is treated at the VPSUD water treatment plants using ion exchange followed by lime softening, filtration, and disinfection.

VPSUD's current water use permit with SFWMD will expire in 2029. The maximum raw water withdrawal permitted through expiration is 155.9 million gallons per month (MGM) and 1,685 million gallons per year (MGY), which is approximately 4.62 million gallons per day (MGD).

Population and demand projections suggest that VPSUD's current withdrawal allocation alone will be insufficient to meet demand by permit expiration in 2029. SFWMD has recommended two alternative water supply options for VPSUD: the R.L. Pratt Washwater Recovery Basin project, which will result in 0.2 million gallons per day of water supply, as well as entering into a bulk purchase agreement for water from the Palm Beach County Water Utilities Department. SFWMD has described the Surficial Aquifer upon which VPSUD currently relies as an at-risk water source due to contamination and saltwater intrusion.

There are also small areas of Domestic Self-Service (DSS) – i.e., private wells - within the Village, however there is no future increase in domestic wells anticipated. The Village is actively working to incorporate these areas as capital improvement funding allows for distribution system expansion. In addition, utility connection coordination will be completed as areas are considered for future annexation into the Village. Wells are regulated and permitted through the Department of Environmental Protection, the Department of Health, and the South Florida Water Management District.

There are no agricultural or water-intensive industrial land uses in the Village, so the Village's water use and conservation projections are limited to potable water.

WATER CONSERVATION

According to the last adopted SFWMD 2018 Lower East Coast (LEC) Regional Water Supply Plan (RWSP) and the current draft 2023 RWSP, the Village has among the lowest per-capita water consumption rates of all SFWMD-permitted utilities. Based on utility reporting 2017-2021, VPSUD customers consumed 75 gallons per capita per day, compared to an average Palm Beach County consumption rate of 154 gallons per day and 131 gallons per day across the entire SFWMD LEC planning region.

Despite relatively low consumption rates, water conservation measures are recommended to reduce strain on the surficial aquifer. The Village's water conservation policies and practices include native plantings and Florida-friendly landscaping techniques, separate non-potable irrigation plumbing for the eventual provision of reclaimed water, landscape irrigation schedule restrictions following SFWMD's irrigation rules, a water conservation-oriented tiered rate structure, leak detection programs, rain-sensor irrigation overrides, and implementation of the Florida Water Star program.

The Village has identified additional areas for improvement, as outlined in its 2020 Water Supply Facilities Work Plan, which include promotion of low-flow fixtures, wider use of efficient and smart irrigation systems, Florida-friendly plantings, and green building principles.

As required by 163.3177, F.S., the Conservation Element must also provide for the emergency conservation of water sources in accordance with the plans of the water management district. The Village coordinates with and enforces emergency water shortage plans issued by the SFWMD as outlined in Village policies and code of ordinances.

AQUIFER PROTECTION

The Surficial Aquifer System (SAS), from which the Village currently draws its water for potable uses, is especially susceptible to contamination from polluting incompatible land uses near wells. It is also compromised by saltwater intrusion due to the combined effects of sea-level rise, which naturally increases aquifer salt levels especially near coastal wells, and unmanaged well pumping, which draws saltier water located at the lower levels of the aquifer upward and reduces the freshwater head pushing denser saltwater downward.

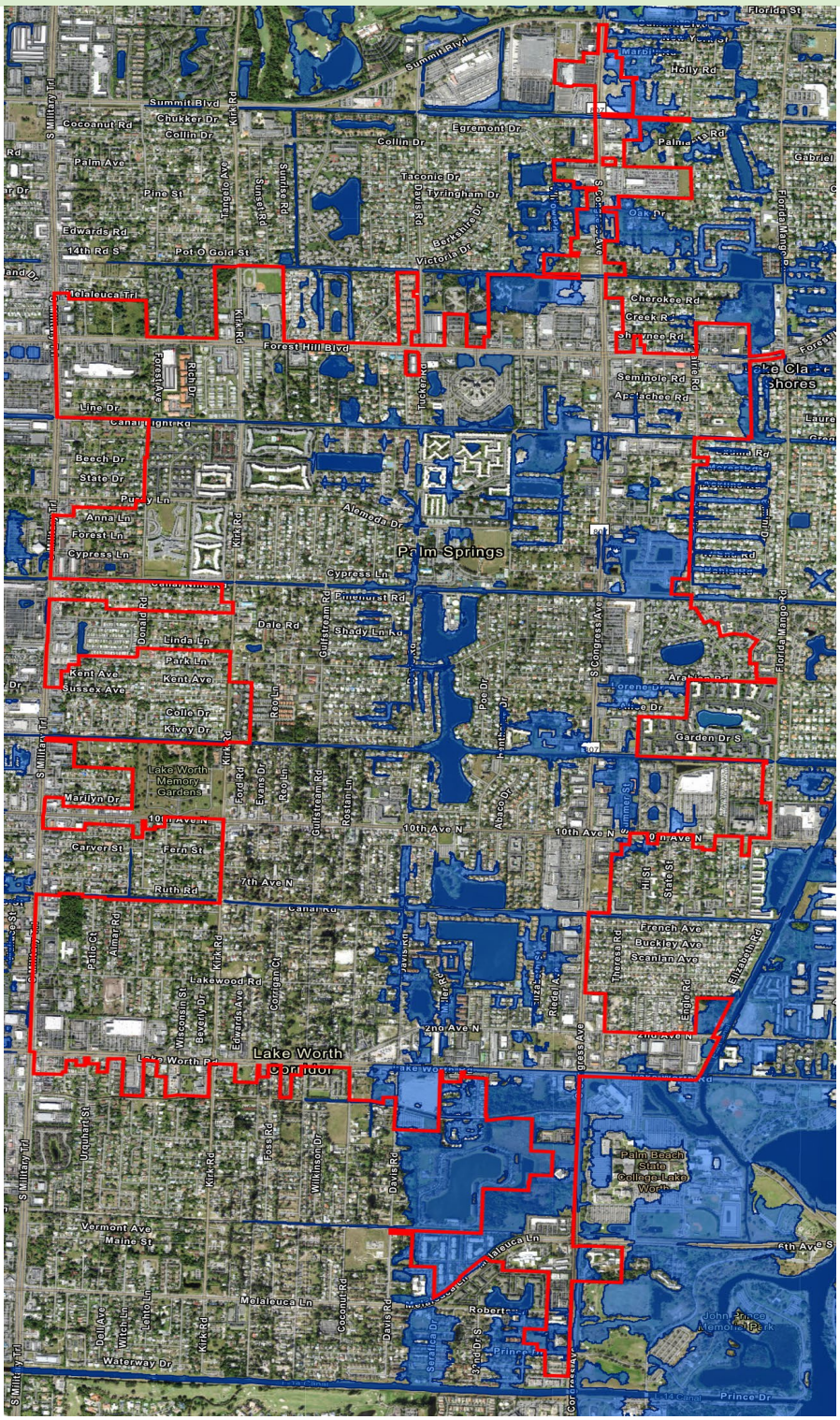
The Village's potable water wells are located primarily in the residential core, away from Light Industrial land uses presenting the highest risk of contamination. Heavy Industrial uses are prohibited in the Village. The Village also adopts and enforces the Palm Beach County Wellfield Protection Ordinance, which regulates development and land uses within wellfield zones of influence. Additional protection can be achieved through the adoption of green stormwater infrastructure, such as bioretention areas and rain gardens, which help recharge the aquifer, maintaining the freshwater head.

FLOODPLAINS

The Village is located near the Coastal Floodplain, resulting in designated Special Flood Hazard Areas primarily surrounding drainage areas listed as Zone AE, as identified by the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA). Zone AE is defined as the area having a 1% chance of being inundated by a flood event or experiencing a flood-related erosion hazards in a given year. The 1% annual chance flood is also referred to as the base flood or 100-year flood.

Ongoing floodplain management such as improvements to local drainage to control increased runoff is necessary in order to reduce the Village's vulnerability to flood risk and ensure homes, families and businesses are protected.

FIGURE CON 5-6 SPECIAL FLOOD HAZARD AREA IN THE VILLAGE OF PALM SPRINGS



Source: Village of Palm Springs Planning Zoning Building Public Viewer

HAZARDOUS WASTE

Hazardous wastes have the potential to contaminate environmental resources and harm wildlife and human health if improperly used, stored, or discarded. The Village contracts with private waste haulers for residential solid waste management, which in turn coordinate with the Solid Waste Authority (SWA) of Palm Beach County. Commercial and industrial waste is managed directly through private waste management organizations.

Household hazardous waste is accepted by the SWA at its various locations throughout Palm Beach County free-of-charge for residents. This reduces the likelihood of hazardous waste contamination through improper disposal in the environment. Provisions in the Village Land Development Regulations, Sec. 34-1383, regulate the generation, storage, use, and disposal of hazardous substances.

CONSERVATION ANALYSIS

The Conservation Element identifies the natural resources within the Village of Palm Springs along with any known vulnerabilities or pollution problems. Data is provided by a variety of local, state, and federal agencies. In summary:

- The Village lies within an urbanized area of Palm Beach County along the Atlantic Coastal Ridge, a relatively high, naturally draining area composed of mostly sand, coquina, and sandy limestone.
- Because the Village has largely been developed, there are few areas of native vegetative communities remaining. FWC has identified Pineland, Hardwood Hammock, and Mixed Hardwood-Pine Forest types in the Village, primarily located in undeveloped portions of larger parcels.
- According to the FWC, there are a number of key endangered, threatened, imperiled, and declining species whose ranges and habitats are likely to include the Village: the Florida Mouse, Southern Fox Squirrel, American Oystercatcher, Black Skimmer, Brown Pelican, Florida Burrowing Owl, Florida Sandhill Crane, Least Tern, Limpkin, Little Blue Heron, Mottled Duck, Osprey, Roseate Spoonbill, Reddish Egret, Snowy Egret, Southern Bald Eagle, Swallow Tailed Kite, Tricolored Heron, White Ibis, Florida Pine Snake, Gopher Tortoise, and Gopher Frog.
- FWC monitors fish populations in one Village pond – Lake Palmerito – and as of 2022 data collection found a community of at least fourteen (14) species, some of which are important recreational and/or edible fish. While there are no consumption advisories for fish in Lake Palmerito, the nearby larger Lake Osborne is associated with mercury-related advisories for four (4) species.
- Air Quality Index (AQI) values for the Village are “good”, indicating pollution quantities below regulatory thresholds. There are two monitoring stations within 10 miles of the Village monitoring ozone and particulate matter (PM2.5).
- There are no impaired waters listed by DEP within the Village, but because the Village does connect via canals to Lake Clarke, Lake Osborne, and the Lake Worth Lagoon, the Village may consider green stormwater infrastructure principles to manage nutrient and pollution loads.
- The Village draws water for potable use from the Surficial Aquifer System, a constrained resource imperiled by contamination from incompatible polluting land uses as well as by saltwater intrusion. Although the Village reports some of the lowest water consumption rates within the South Florida Water Management District, additional conservation and aquifer recharge and protection measures can help protect this valuable resource.
- There are several Flood Zone areas, categorized AE, within the Village, representing a 1% probability of inundation annually. These areas are located primarily around drainage features.
- Hazardous materials and associated waste are regulated by Village land development regulations, which also enforce the Palm Beach County Wellfield Protection Ordinance, limiting the potential contamination of wellfield influence zones by hazardous waste and pollution. Palm Beach County’s Solid Waste Authority provides for free residential disposal of hazardous wastes.

Bioretention Areas 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.

Hazardous Materials - Materials which are identified by the federal and state agencies as posing a substantial health or safety threat.

Histosols - A soil of an order comprising peaty soils, with a deep surface layer of purely organic material.

Hydroperiod - The period of time when a wetland is covered by water.

Low Impact Development - The systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater to protect water quality and associated aquatic habitat.

Man-Made Structures - Structures created by people, which may or may not be intended for use by wildlife. Structures include (but are not limited to) buildings, bridges, utility poles, signs, equipment, heavy machinery, pipes, loading docks, and bat and bird houses.

Mesic – in ecology, a mesic habitat is characterized by a well-balanced or moderate supply of moisture throughout the growing season. Mesic environments tend to have vegetative cover and moderate organic material in soils to hold moisture but are not wet enough to be hydric habitats.

Non-point Source Pollution - Pollution caused by precipitation that falls to and moves over and through the ground. As the precipitation moves, it accumulates pollutants and ultimately deposits them into surrounding streams, canals, lakes, wetlands and ground waters.

Point Source Pollution - Pollution that originates from a single source. An example would be a factory smokestack.

Species Focal Area - Areas containing features (such as unique population units or habitat types) important to the long-term conservation of a species, as identified in Species Conservation Measures and Permitting Guidelines.

Species of Greatest Conservation Need - In Florida this includes animals that are at risk or are declining as identified in Chapter 3 of 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.

State-Listed Species - Those species listed on Florida's Endangered and Threatened Species List as state-designated Threatened or state Species of Special Concern.

Threatened Species– Any species of fish and wildlife naturally occurring in Florida which may not be in immediate danger of extinction, but which exists in such small populations as to become endangered if it is subjected to increased stress as a result of further modification of its environment - F.S. 379.2291(3)(c)

Xeric – in ecology, a xeric habitat is characterized by a limited supply of moisture. Xeric habitats are arid, dry, highly draining, and tend to have sparser vegetation than mesic habitats, exposing the soil to more sunlight and creating warmer, drier conditions.

RECREATION AND OPEN SPACE

Data, Inventory and Analysis

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INTRODUCTION

The Village of Palm Springs and the surrounding areas contains numerous recreation areas for residents and visitors. There are twelve (12) parks within the Village boundaries, and a number of sites in very close proximity to the Village, operated by neighboring jurisdictions in Palm Beach County. There is a total of 37.78 acres of parkland in the Village of Palm Springs. The purpose of the Recreation and Open Space Element is to plan for a comprehensive system of public and open space sites in the Village of Palm Springs to serve the existing and future residents of the Village that encourages Village residents to interact with each other and which offers a variety of recreation programs and activities to its residents as well as those residents of the surrounding areas.

In 2022, the Village of Palm Springs developed a Parks & Recreation Master Plan which included an inventory of parks, public outreach and a recommended Level of Service Standard. The data represented in this analysis combines data from three sources: The Florida Outdoor Recreation Inventory (FORI), the Village of Palm Springs website and the recently adopted Parks & Recreation Master Plan. These data sets are utilized to inform the Village of Palm Springs Comprehensive Plan Recreation and Open Space Element.

In evaluating the data from all sources, this data report will provide estimates of:

- The recreation and open space facilities and community centers in the Village of Palm Springs.
- The need for new recreation and open space facilities is based upon the Village of Palm Springs recreation and open space level of service.

PARKS INVENTORY

PARKS INVENTORY IN THE VILLAGE OF PALM SPRINGS

Recreation and Open Space Inventory

The following is a list of recreation area classifications and respective definitions that are referenced throughout this element:

A. **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. Royal Palm Park is a Mini Park/Tot Lot.

B. **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. Christmas Palm Park is designated as a Neighborhood Park.

C. **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.

   The Village has many parks designated as Neighborhood Parks and Community Parks that are a lot smaller in size per this definition but such parks and or facilities fall within the community category due to their uses and activities.

D. **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. The Village of Palm Springs does not currently have any parks that would fit this definition.

E. **District Parks.** A major or 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. There are no District Parks within The Village boundaries.

F. **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. The are no Regional Parks withing The Village boundaries.

G. **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. A nature reserve area may be one of the following:

- **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. Greenbrier Park would fall under this classification because its purpose is to create a landscaped entry into the community while buffering traffic along South Congress Avenue.

- **Linear Recreation Area -** 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. Palm Springs has begun establishing greenways to connect its existing parks. An example of a completed greenway is the path connecting Frost Lake Park and Village Park.

Table ROS 6-1 provides a summary of the municipal park facilities.

TABLE ROS 6-1 VILLAGE OF PALM SPRINGS MUNICIPAL PARKS

Name	Address	Acres	Category
Village Center Complex (Ball Fields, Community Room and Leisure Activity Building)	226 Cypress Lane	19.51	Community
Christmas Palm Park	301 Poe Drive	0.28	Neighborhood
Foxtail Palm Park	Park Lane	1.86	Community
Frost Lake Park	1050 Lillian Road	3.58	Nature Reserve Area
Greenbrier Park	1701 S. Congress Avenue	0.40	Nature Reserve Area
Ponytail Park	354 Gilpin Way	0.3	Passive Park/Nature
Lakewood Gardens Park	4000 Lakewood Rd	1.57	Community
Royal Palm Park	3700 Davis Road	0.87	Tot Lot/Mini-Park
Sabal Palm Park	1051 Summer Street	1.74	Community
Sago Palm Park	3301 10th Avenue North	4.0	Community
Areca Palm (ADA fitness)	226 Cypress Lane	0.9	Community
New Park location TBD	275 Alemeda Drive	2.77	Community
Total		37.78	

Source: Florida Outdoor Recreation Inventory, Village of Palms Springs Website and Village of Palm Springs staff.

New Park to be located at 275 Alemeda Drive: At the January 11, 2024, Village Council meeting, the Council approved **Resolution No. 2024-02**, authorizing the Mayor, or other Village Officials, to purchase real property located at 275 Alemeda Drive for the negotiated price of $2,100,000. This adds an additional 2.77 acres of property dedicated to parks for the community.

RECREATIONAL ACTIVITIES IN THE VILLAGE OF PALM SPRINGS

It is the mission of the Village of Palm Springs Parks & Recreation Department to offer a wide range of recreational activities for all age groups and interests. Currently the following recreational activities are offered within the Village as depicted in **Table ROS 6-2.**

TABLE ROS 6-2 ATHLETIC ACTIVITIES OFFERED BY THE VILLAGE OF PALM SPRINGS

Athletic Activity	Description
Youth Soccer	4-11 years old in Palms Springs and 2-15 years old in Lake Worth
Youth Basketball (Summer)	9-16 years old Palms Springs Middle School
Youth Flag Football	7-16 years old (Coed)To be Determined (March 2024)
Adult Flag Football	18 years old and up play three times a year
Adult Kick Ball	February through March each year
Pickleball	Open play during park hours. Leagues are offered twice a year. Spring League begins in February. Fall League begins in August.

Source: The Village of Palm Springs website

In addition to the athletic recreational activities the Village of Palm Springs offers the following classes at the Village Center complex located at 225 Cypress Lane. Refer to **Table ROS 6-3.**

TABLE ROS 6-3 CLASSES OFFERED AT THE VILLAGE OF PALM SPRINGS

Location: Village Center Complex	
Class	**Day Offered**
Fit for Life	Monday and Thursdays
Therapeutic Chair Exercise	Mondays and Thursdays
Mat Strengthening and Stability Ball	Wednesdays
Pre-School Motor Skills	Wednesdays
Karate	Tuesdays, Thursdays and Fridays
Adult Hip Hop	Wednesdays
Adult Contemporary Modern	Wednesdays
Beginners Ballet	Saturdays
Advance/ Intermediate Ballet	Saturdays
Beginner/ Intermediate Jazz	Saturdays
Beginner Hip Hop	Sundays
Advance/ Intermediate Hip Hop	Sundays
4 - 6-Year-Old Ballet	Mondays
6 - 8-Year-Old Ballet	Mondays
Youth Latin Dance	Mondays
Cardio Fitness	Mondays, Wednesdays and Fridays
Adult Latin Dance	Saturdays

Source: The Village of Palm Springs website

RECREATION AND OPEN SPACE IN PALM BEACH COUNTY

In addition to options for recreation and open space within the limits of the Village of Palm Springs, there are a variety of recreation and open space locations in nearby within Palm Beach County. These sites include beach and water access facilities, boat ramps, marinas, piers, recreation parks, open spaces, special facilities, and community centers.

Table ROS 6-4 summarizes the recreation and open space facilities within the Village of Palms Springs and Palm Beach County. There are eighty-seven (87) sites operated by Palm Beach County Parks and Recreation with a total of **5,658.27**. Twelve (12) sites are operated by the Village of Palm Springs with 37.78 acres.

TABLE ROS 6-4 VILLAGE OF PALMS SPRINGS AND PALM BEACH COUNTY PARKS FACILITIES

Operating Entity	Number of Sites	Acreage
Village of Palm Springs	12	37.78
Palm Beach County	87	5620.49
Overall Total	**98**	**5,658.27**

Source: Florida Outdoor Recreation Inventory. the Village of Palm Springs website and the Palm Beach County Parks and Recreation website

PALM BEACH COUNTY OPERATED PARKS

As mentioned before, there are eighty-seven (87) Park sites managed by Palm Beach County. These are summarized by classification in **Table ROS 6-5.**

TABLE ROS 6-5 PALM BEACH COUNTY OPERATED PARKS

Park Category	Amount	Acreages
Neighborhood	21	22.45
Community	17	219.83
Beach	14	305.43
Special Facility	11	634.38
District	16	911.06
Regional	8	3533.44
Total Overall	**87**	**5626.59**

Source: Florida Outdoor Recreation Inventory and the Palm Beach County website

NEIGHBORHOOD PARKS (PALM BEACH COUNTY)

As depicted in **Table ROS 6-6**, there are twenty-one (21) Neighborhood Parks in the County.

TABLE ROS 6-6 PALM BEACH COUNTY NEIGHBORHOOD PARKS

Name	Location	Acres	Category	Operating Entity
Affron Park	Lake Worth	2.70	Neighborhood Park	PBC
Belvedere Heights Park	West Palm Beach	0.32	Neighborhood Park	PBC
Cabana Colony Park	Palm Beach Gardens	1.64	Neighborhood Park	PBC
Caroline Park	West Palm Beach	0.26	Neighborhood Park	PBC
Flamango Lake Park	West Palm Beach	2.3	Neighborhood Park	PBC
Golfview Heights Park	West Palm Beach	0.14	Neighborhood Park	PBC
Gramercy Park	West Palm Beach	1.89	Neighborhood Park	PBC
Ixora Park	Lake Worth	1.0	Neighborhood Park	PBC
Kennedy Estates Park	Jupiter	1.0	Neighborhood Park	PBC
Kennedy Estates Park	Lake Worth	0.3	Neighborhood Park	PBC
Kennedy Estates Park	West Palm Beach	0.96	Neighborhood Park	PBC
Lake Worth West Park	Lake Worth	1.84	Neighborhood Park	PBC
Limestone Creek Park	Jupiter	0.92	Neighborhood Park	PBC
Melear Park	Lantana	1.5	Neighborhood Park	PBC
Old Trail Park	West Palm Beach	1.52	Neighborhood Park	PBC
Reverend Leon Camel, Jr Park	Glade	0.43	Neighborhood Park	PBC
San Castle Community Park	Lake Worth	1.0	Neighborhood Park	PBC
San Castle Neighborhood Park	Lake Worth	0.46	Neighborhood Park	PBC
Sanders Drive Park	Lake Worth	1.0	Neighborhood Park	PBC
Stacy Street Park	West Palm Beach	1.02	Neighborhood Park	PBC
Watergate Estates Park	Boca Raton	0.25	Neighborhood Park	PBC
Total		**22.45**		

COMMUNITY PARKS (PALM BEACH COUNTY)

As depicted in **Table ROS 6-7** West Palm Beach, there are seven-teen (17) Community Parks in the County.

TABLE ROS 6-7 PALM BEACH COUNTY COMMUNITY PARKS

Name	Location	Acres	Category	Operating Entity
American Homes Park	Boca Raton	6.1	Community Park	PBC
Bert Winters Park	Juno Beach	16.5	Community Park	PBC
Buttonwood Park	Lake Worth	17	Community Park	PBC
Canal Point Park and Community Center	Canal Point	4.44	Community Park	PBC
Duncan Padgett Park	Pahokee	15.53	Community Park	PBC
Governor Lawton Chiles Memorial Park	Delray Beach	19	Community Park	PBC
Haverhill Park	Haverhill	23.27	Community Park	PBC
Juno Park	Juno Beach	18.2	Community Park	PBC
Lake Charleston Park	Lantana	9.5	Community Park	PBC
Loxahatchee Groves Park	Loxahatchee	30.12	Community Park	PBC
Paul Rardin Park	Pahokee	6.65	Community Park	PBC
Pinewoods Park	Boca Raton	18.3	Community Park	PBC
Sandalfoot Cove Park	Boca Raton	11.83	Community Park	PBC
Stub Canal Park	West Palm Beach	1.8	Community Park	PBC
Triangle Park	Canal Point	3.6	Community Park	PBC
West Jupiter Recreation Center	Jupiter	8.62	Community Park	PBC
Westgate Park and Recreation Center	West Palm Beach	9.37	Community Park	PBC
Total		**219.83**		

Source: Florida Outdoor Recreation Inventory and Palm Beach County website

BEACH PARKS (PALM BEACH COUNTY)

There are fourteen (14) Beach Parks sites within Palm Beach County. These facilities, as shown on **Table ROS 6-8.**

TABLE ROS 6-8 PALM BEACH COUNTY BEACH PARKS

Name	Location	Acres	Category	Operating Entity
Carlin Park	Jupiter	120.31	Beach Park	PBC
Coral Cove Park	Tequesta	14.64	Beach Park	PBC
Dubois Park	Jupiter	18.69	Beach Park	PBC
Gulfstream Park	Gulfstream	6.83	Beach Park	PBC
Juno Beach Park	Juno Beach	5.24	Beach Park	PBC
Jupiter Beach Park	Jupiter	46.49	Beach Park	PBC
Loggerhead Park	Juno Beach	17.26	Beach Park	PBC
Ocean Cay Park	Jupiter	13.44	Beach Park	PBC
Ocean Inlet Park	Ocean Ridge	11.39	Beach Park	PBC
Ocean Reef Park	Riviera Beach	12.62	Beach Park	PBC
Ocean Ridge Hammock Park	Ocean Ridge	8.54	Beach Park	PBC
Phil Foster Park	Riviera Beach	14.65	Beach Park	PBC
R.G. Kreusler Park	Palm Beach	4.23	Beach Park	PBC
South Inlet Park	Boca Raton	11.1	Beach Park	PBC
Total		**305.43**		

Source: Florida Outdoor Recreation Inventory and Palm Beach County website.

REGIONAL PARKS (PALM BEACH COUNTY)

Table ROS 6-9 summarizes the eight (8) Regional Parks within the County.

TABLE ROS 6-9 PALM BEACH COUNTY REGIONAL PARKS

Name	Location	Acres	Category	Operating Entity
Burt Aaronson South County Regional Park	Boca Raton	847.98	Regional	PBC
Dyer Park	West Palm Beach	560.38	Regional	PBC
John Prince Park	Lake Worth	726.36	Regional	PBC
Morikami Park	Delray Beach	188.53	Regional	PBC
Okeeheelee Park	West Palm Beach	170.01	Regional	PBC
Riverbend Park	Jupiter	665.62	Regional	PBC
West Delray Regional Park	Delray Beach	313.42	Regional	PBC
Loxahatchee River Battlefield Park	Jupiter	61.14	Regional	PBC
Total		**3533.44**		

Source: Florida Outdoor Recreation Inventory and Palm Beach County website

DISTRICT PARKS (PALM BEACH COUNTY)

Table ROS 6-10 summarizes the sixteen (16) District Parks within the County.

TABLE ROS 6-10 PALM BEACH COUNTY DISTRICT PARKS

Name	Location	Acres	Category	Operating Entity
Burt Reynolds Park	Jupiter	35.55	District Park	PBC
Caloosa Park	Boynton Beach	64.53	District Park	PBC
Canyon District Park	Boynton Beach	53	District Park	PBC
County Pines Recreational Complex at Samuel Friedland Park	Loxahatchee	75	District Park	PBC
Glades Pioneer Park	Glade	64.2	District Park	PBC
Jim Barry Light Harbor Park	Riviera Beach	3.71	District Park	PBC
John Stretch Park	Lake Worth	56.2	District Park	PBC
Jupiter Farms Park	Jupiter	51.5	District Park	PBC
Lake Ida East Park	Delray Beach	20	District Park	PBC
Lake Ida west Park	Delray Beach	189.26	District Park	PBC
Lake Lytal Park	West Palm Beach	70.4	District Park	PBC
Loggers' Run Park	Boca Raton	54	District Park	PBC
Veteran's Memorial Park	Boca Raton	25.27	District Park	PBC
Waterway Park	Jupiter	31.18	District Park	PBC
West Boynton Park and Recreation Center	Lake Worth	47.12	District Park	PBC
Seminole Palms Park	Royal Palm Beach	70.14	District Park	PBC
Total		**911.06**		

Source: Florida Outdoor Recreation Inventory and Palm Beach County website

SPECIAL FACILITY PARKS (PALM BEACH COUNTY)

Table ROS 6-11 summarizes the eleven (11) Special Facility sites within the County.

TABLE ROS 6-11 PALM BEACH COUNTY SPECIAL FACILITY

Name	Location	Acres	Category	Operating Entity
Aqua Crest Pool	Delray Beach	2.67	Special Facility	PBC
Canyon Amphitheater	Boynton Beach	0.26	Special Facility	PBC
Fullerton Island	Jupiter	12	Special Facility	PBC
Green Cay Nature Center and Wetlands	Boynton Beach	100	Special Facility	PBC
North County Aquatic Complex	Jupiter	4.15	Special Facility	PBC
Park Ridge Golf Course	Lake Worth	231.61	Special Facility	PBC
Peanut Island Park	Riviera Beach	80	Special Facility	PBC
Santaluces Athletic and Aquatic Complex	Lantana	28.06	Special Facility	PBC
South Bay RV Park	South Bay	35	Special Facility	PBC
South County Civic Center	Delray Beach	4.8	Special Facility	PBC
Southwinds Golf Course	Boca Raton	135.83	Special Facility	PBC
Total		**634.38**		

Source: Florida Outdoor Recreation Inventory and Palm Beach County website

EXISTING PARK CONDITIONS OVERVIEW

Assessments of each park in the Village of Palm Springs were conducted by a Landscape Architect in November 2022, per their Master plan. It was concluded that the overall park system is in good condition with high marks in resiliency, condition, and safety. However, the park system's biggest weakness is the amenities offered. This is mainly due to the fact that too many of the parks are small and have a limited amount of space to include facilities or recreation amenities like sports fields or playgrounds. However, the Village position as a small municipality surrounded by other communities means that needs not met by the Village's Park system can be met by nearby parks like Okeeheelee Park and John Prince Park.

Many of the parks have pedestrian and bicycle connections to their surrounding communities. This is especially important as the vast majority of the Village is within 0.5 mile of a park. If there is pedestrian infrastructure like sidewalks or multi-use paths, most of the Village can access a park in under a 10-minute walk.

INDIVIDUAL PARK CONDITIONS PER MASTER PLAN

Areca Palm Park is a small park located north of the Palm Springs Police Department and fronts Alemeda Drive and Cypress Lane. The park contains a variety of recreation amenities that are impressive for its small size. Areca Palm Park contains an outdoor gym with a canopy and a mini golf course shaded by mature canopy trees. The park is surrounded by single-family and multi-family neighborhoods to the north, east, and west as well as the Village Center Park and Government Campus to the south.

The park acts as an extension to Village Center Park and is designed to serve the entire community as evidenced by the vast amount of parking available. There are also strong sidewalk connections to the nearby residential neighborhoods. However, the park lacks sufficient bicycle parking. The park is in very good condition and the Village has recently made investments into the park. The outdoor gym and canopy are recent additions to the park in the last 3 to 5 years. Some elements will need future maintenance or replacement like the mini golf turf.

Christmas Palm Park is a small, 0.3-acre park located at the intersection of Emerson Circle and Poe Drive. The park is surrounded by a residential neighborhood comprised of single-family houses. Sidewalks connect the park to the surrounding community. Parking is provided by a paved shoulder along the southern edge of the park and can park approximately three vehicles. The park serves as a passive greenspace for the local community and is equipped with a sidewalk, benches, and a strong tree canopy created by Sabal Palmetto Palms and Royal Poincianas. The park is in very good condition. Pathways through the park are ADA-accessible.

Frost Lake Park is a 3.6-acre park located less than 600 feet west of South Congress Avenue and 1,600 feet northeast of Village Hall. The park is surrounded by residential neighborhoods. Single-family houses are located north, south, and east of the park while the multifamily Lakeside Village and Sabal Pointe condominiums are located to the west. Sidewalks connect the nearby residential neighborhoods with the park. A sidewalk also connects Frost Lake Park to the Village Complex Park to the south.

A large pond dominates the park's landscape and is accented with two fountains and a fishing pier on the south side. A 1/3-mile walking trail circumnavigates the pond. Benches and adult exercise stations are located along the path. The park is heavily planted with native Sabal Palmetto Palms and a few canopy trees. There is no formal parking, however, a gravel shoulder along Lillian Road can fit approximately five vehicles. Due to its small size and lack of parking, the park primarily serves residents within walking distance.

There are some minor maintenance issues with Frost Lake Park. The walking path encircling the pond is showing signs of wear. Cracks are forming in certain sections and parts of the path are beginning to shift towards the pond, creating an uneven surface.

Foxtail Palm Park is a relatively new addition to Village park's network. The nearly 2-acre park is located northeast of the Kirk Road and Park Lane intersection. This small park is intended to serve the surrounding communities within walking distance. The park serves a few residents from further away by providing a 6-spot parking lot and a bike rack. The park is surrounded by residential neighborhoods comprised of single-family homes, duplexes, and small apartments. The surrounding neighborhoods are connected to the park by sidewalks along Kirk Road and Park Lane. The park also has vehicular access along Park Lane.

A 1.3-acre pond outfitted with a fountain and circumnavigated by a 730-foot walking path dominates the park. Other amenities include a playground covered by a canopy, a pavilion, picnic tables, and benches around the pond. The park is primarily planted with Sabal Palmetto Palms and a few young canopy trees. The park is in very good condition, as expected for a newly constructed park.

Greenbriar Park is located along South Congress Avenue and is split into two halves by Greenbriar Drive. The park's primary function is to create a landscaped gateway into Palm Springs. It is surrounded by single-family residential to the north, south, and west and suburban commercial on the east. The park contains a few benches, trees, a bus shelter, and a monument sign on both sides of Greenbrier Drive welcoming people to Palm Springs. The park is connected to the surrounding community by sidewalks. However, South Congress Avenue creates a barrier to the shopping and restaurants to the east, requiring park visitors to cross seven lanes of traffic on a major arterial road to access them.

The existing planting beds are in poor condition. However, the sidewalks, benches, and lighting are in good condition. There have not been any major improvements at this park in the last five years and none are currently planned. The size of the park and lack of amenities presents an opportunity to reimagine the park as something beyond an entry feature to the Village.

Lakewood Gardens Parks is a nearly 2-acre park located in the far southwest of the Village near the junction of Lakewood and Kirk Roads. The park is surrounded on all sides by single-family home neighborhoods. The park primarily serves families within walking or biking distance, though there are a few unpaved parking spots along Beverly Drive and Kirk Road for residents who live further away. Sidewalks along Lakewood Road and Kirk Road provide pedestrian connections to the surrounding community.

Ponytail Palm Park is a very small greenspace located along Davis Road directly south of the canal. The park is at the entrance of the Palm Springs Utilities Plant. The park is surrounded by single- family home neighborhoods and is 300 feet from the Palm Springs Public Library. The park primarily serves local residents within walking distance or visitors to the Government Complex or Library. Due to the lack of amenities, the passive park is for sitting and quiet contemplation as opposed to structured activities. The park is in very good condition. The park has several recreation amenities including a playground sheltered by shade sails, a sand volleyball court, a basketball court, several picnic tables and grills, bike racks, and several shade trees. A chain-link fence surrounds the park on all sides and overhead wires traverse the center of the park going north to south. Pathways through the park are ADA-accessible.

The park was recently renovated in the last 3 to 5 years and is in very good condition. While the park has abundant amenities for its small size, there is space available for additional elements to maximize the park's potential to meet the local community's recreational needs.

Royal Palm Park is a 1-acre park located north of the intersection of Davis Road and Lakewood Road. The park is predominantly surrounded by single-family homes with a few multi-family developments to the north and east. The park is a quarter mile, 15-minute walk from Lake Worth Road which has restaurants, retail, and bus access. The park is designed for families and residents within walking distance but does provide parking for residents who live further away. This focus on nearby users is reinforced by Lakewood Park being located a half mile away with similar amenities like a fenced-in playground sheltered by a pavilion, benches, and open space. The Village recently installed a new pathway along Davis Road that provides better bicycle access from the park to the communities to the north.

Royal Palm Park is in good condition but could be improved by replacing or refurbishing the benches and trash receptacles. The playground and canopy are recent additions and in good shape. The team's site visits also identified that many of the trees planted in the park are palm trees. There is an opportunity to introduce more shade by planting a few canopy trees.

Sabal Palm Park is a 1.8-acre park located on Summit Street. The park itself is tucked away from any primary road and is adjacent to the rear of commercial businesses and medical offices. The park is located near the South Congress Avenue and 10th Avenue North corridors as well as a large multi-family apartment complex. Tall hedges and landscaping are located between the park and adjoining uses, preventing access. The park provides field and sports field access to local residents.

Sabal Palm Park has very few amenities, especially considering its size. The park has a multipurpose field, a new bathroom facility, and a large parking lot with 43 spaces. The park is in good condition since the bathroom was added in the last 3 to 5 years. The park seems to be underutilized and has room for additional amenities or facilities. Our field visit recorded multiple cars in the parking lot, mostly staying within the security camera's blind spots as well as many loiterers. Activating the park through programming and additional amenities can draw visitors and deter undesirable activities.

Sago Palm Park is located in the southern half of the Village on a peninsula jutting into a small pond. The park is accessed through an extended drive off 10th Avenue North. Sidewalks along 10th Avenue North provide pedestrian access to the surrounding community. The park is surrounded by single- family neighborhoods. The park is within walking distance of Palm Springs Elementary School and the commercial businesses at the Palm Springs Plaza. Sago Palm Park is a mini park that primarily serves local residents within a quarter mile, 15-minute walk of the park.

The park includes a fishing pier, a small playground, a swing set, restrooms, a pavilion with picnic tables, BBQ grills, benches, and mature banyan trees. There is also an 11-space parking lot with designated accessible parking. The park is underutilized and some of its amenities appear outdated or small for the space. As one of the larger parks in the Village of Palm Springs parks system, there is space to add additional amenities and facilities to activate the area. The park's unique position on a peninsula gives it opportunities to add nature and aquatic-inspired elements. It is noted that a master plan for the park was developed. However, environmental studies identified the need to de-muck the site. The additional cost of the de-mucking has delayed implementation of upgrades to Sago Palm Park

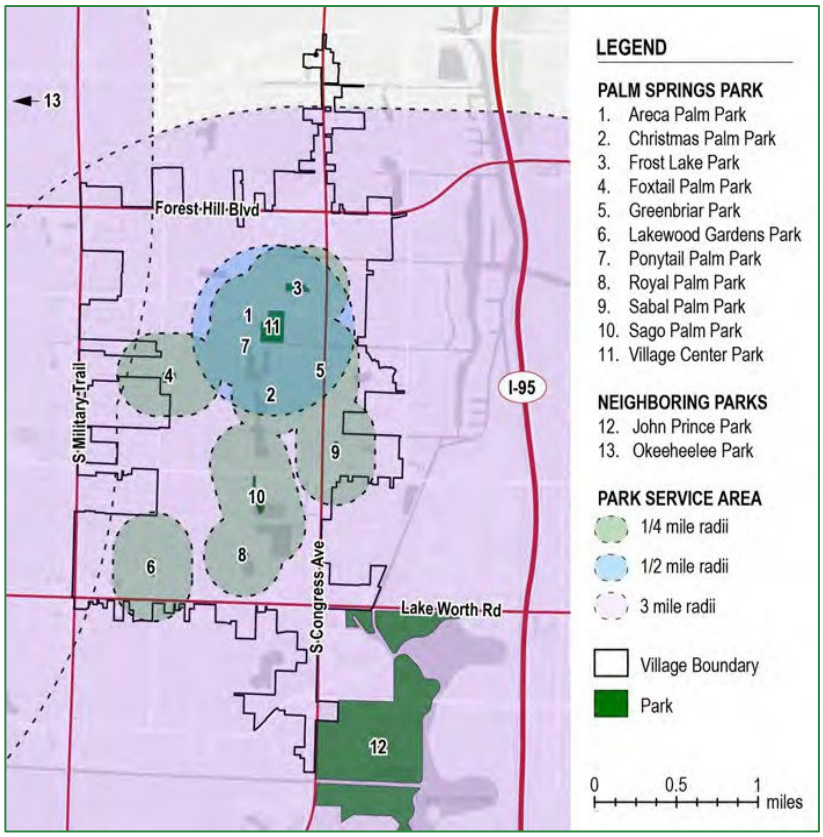
The Village Center Complex is Palm Spring's primary park. It is the largest park in their system at nearly 16 acres and hosts a variety of facilities and recreation opportunities. The Village utilizes this park for special events, holiday celebrations, and league sports. The park is designed to serve the recreation needs of the entire Village population and that is reflected in the park's size, accessibility, and diversity of recreation options.

The park is located in the heart of the Village adjacent to Village Hall, the police station, and the public library. The surrounding neighborhoods are primarily single-family residential with a few multi-family buildings to the north. The park is buffered from the southern neighborhoods by a canal. The park has pedestrian connections to all of the surrounding neighborhoods, including a pedestrian bridge over the canal, and vehicular connections to the north via Alemeda Drive and to the west via Davis Road. The park also provides ample parking for residents not within walking distance.

Village Center Park contains some of the Village's most popular recreation facilities including sports fields, tennis and basketball courts, and a children's splash pad. The park also includes a large playground, pavilions, restrooms, a sand volleyball court, grills, batting cages, and benches. Entry signage is located along Almeda Drive. The park is primarily planted with palm trees along with some canopy trees providing shade to the parking lot and children's area.

EXISTING PARK CONDITIONS OVERVIEW PER MASTER PLAN

FIGURE ROS 6-1 PARK LEVEL OF SERVICE MAP



Source: Village of Palm Springs Parks and Recreation Master Plan 2023

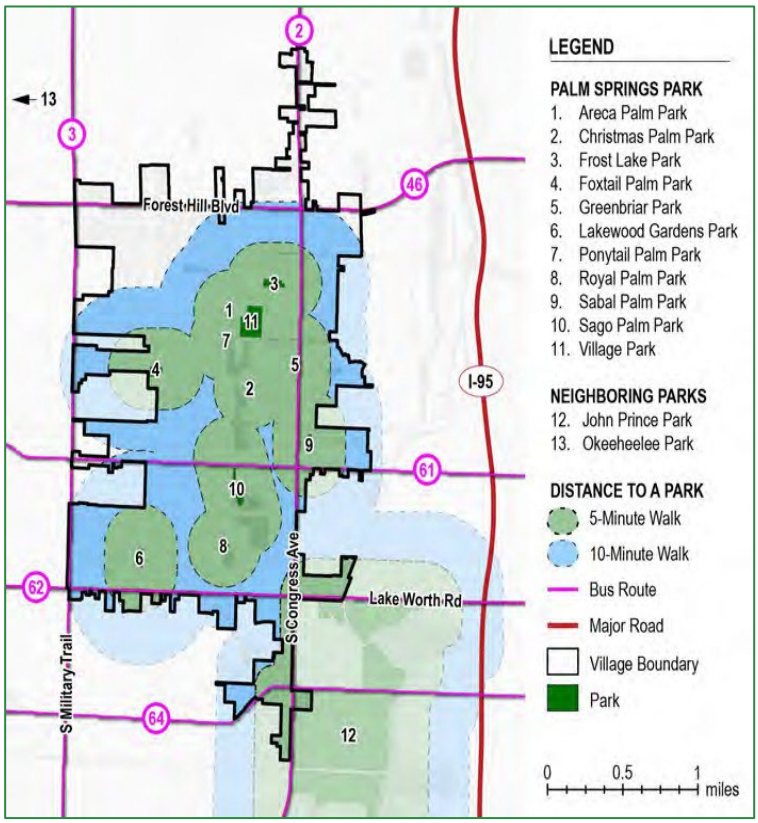
Service radius for parks varies by the type of facility:

- Mini Parks = ¼ mile radius
- Neighborhood Parks = ½ mile radius
- Community Parks = 3-mile radius

Vast majority of residents fall within the service radius of Okeeheelee and John Prince Parks.

Area around Village Park is the most well serviced area of Palm Springs.

FIGURE ROS 6-2 WALKING DISTANCE TO NEAREST PARK



Most Palm Springs residents live within a 10-minute walk of a park.

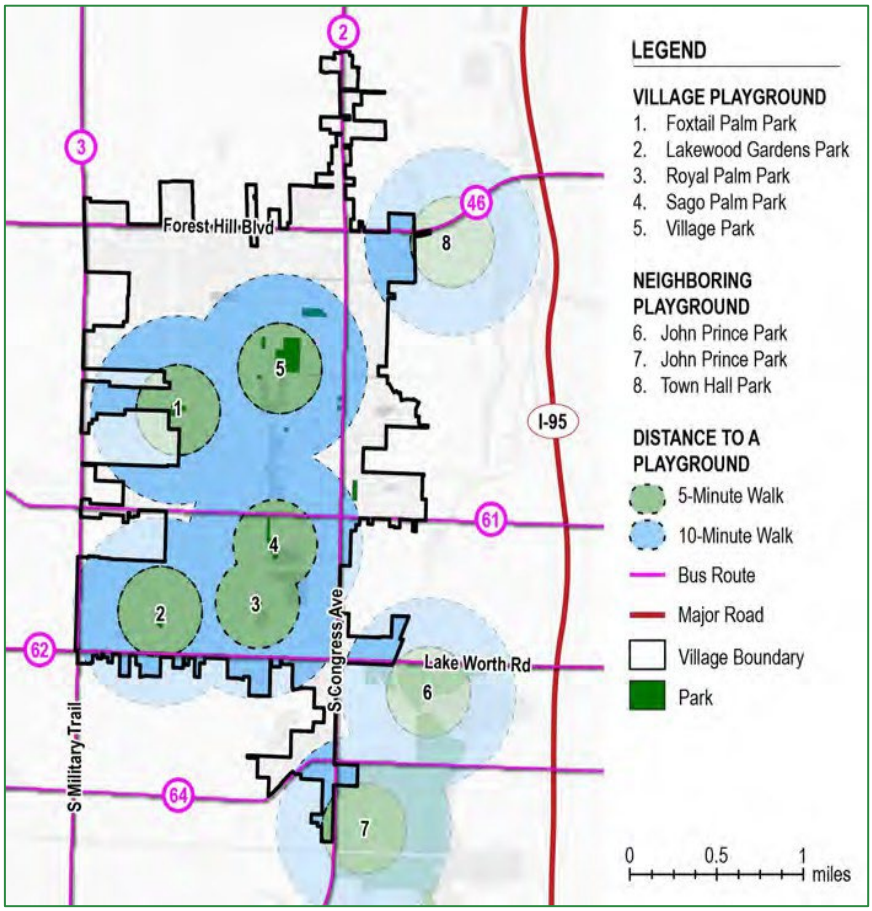
Residents in central Palm Springs are serviced by local village parks.

The southern end is serviced by John Prince Park but lack local park access.

The northwest and far northern portions of the Village lack local access to parks.

Source: Village of Palm Springs Parks and Recreation Master Plan 2023

FIGURE ROS-3 WALKING DISTANCE TO NEAREST PLAYGROUND



and Recreation Master Plan 2023

Areas east of S Congress have a longer walking distance to the playgrounds.

Large apartment complex behind Greenwood Shopping Plaza lacks playgrounds.

Portofino and Preston Square have internal playgrounds for residents.

NW area of Palm Springs lacks playground access.

Far North lacks access. However, this is mostly commercial areas.

NE and Southern areas have access to playgrounds located outside the Village boundary.

Source: Village of Palm Springs Parks

LEVEL OF SERVICE STANDARD

The recommended Level of Service Standard in the most recent Comprehensive Plan for the Village of Palm Springs is specific to each facility's use. This can be problematic as park facilities must evolve into different uses depending upon local demand. For example, in 2023, the Sports & Fitness Industry Association (SFIA) deemed pickleball as the fastest-growing sport in America for the third consecutive year. As this demand continues to grow, many municipalities are restriping tennis courts for pickleball. By moving to an LOS based upon total acreage, it resolves the issue of updating the comprehensive plan and LOS as sports' popularity changes. Concurrent with this comprehensive plan update, the Village is finalizing a Parks and Recreation Master Plan. The consultant collaborated with the project team drafting the master plan as well as the Parks and Recreation Director. In consideration with local conditions, the collaborative recommends an LOS standard is 1.25 acres per 1,000 residents. **Table ROS 6-12** has calculated current and future levels of service based upon the recommended LOS of 1.25 acres per 1,000 residents.

TABLE ROS 6-12 LEVEL OF SERVICE

	2020*	2025	2030	2035	2040	2045
Village of Palm Springs Population	26,890	27,855	29,735	30,958	31,809	32,437
Acres provided VOPS	37.78	37.78	37.78	37.78	37.78	37.78
Acres Required (LOS 1.25 acres/1000 residents	33.61	34.82	37.17	38.70	39.76	40.55
Surplus/Deficit (LOS 1.25 acres/1000 residents)	**+4.17**	**+2.96**	**+0.61**	**-0.92**	**-1.98**	**-2.77**

Sources: Projections of Florida Population by County, 2025–2050 (2023), Palm Beach County PAM Countywide Population Projections through 2050 by Jurisdiction (2023)

RECREATION AND OPEN SPACE ANALYSIS

- The Village of Palm Springs includes twelve parks within its boundaries comprised of 37.78 acres.
- The Village of Palm Springs offers a variety of Mini/Tot lots, neighborhood parks, community parks and nature reserve parks and passive parks.
- The Village currently has a LOS standard by type of park rather than by total park acreage. This report recommends a Level of Service standard based upon total park acreage. Based on population, the Village has 1.40 acres of parkland per 1,000 citizens. This is higher than the 1.25 acres per 1,000 residents that is recommended in this report.
- Based upon an LOS of 1.25 acres per 1,000 residents and the projected population of the planning period, the Village of Palm Springs will maintain its LOS with a surplus through the short-term planning year of 2030 but is projected to have a deficit of park acreage beginning in the year 2040. This calculation does not take into consideration nearby County parkland that Village residents may be utilizing.
- There are currently no county parks located within the municipal boundaries of Palm Springs. However, the Village falls within the service area of two county parks: John Prince Park and Okeeheelee Park which is less than three miles to the west of Palm Springs.
- Many of the parks have pedestrian and bicycle connections to their surrounding communities. These connections should be strengthened to provide better and safer access to the Village parks.

INTERGOVERNMENTAL COORDINATION ELEMENT

Data, Inventory and Analysis

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INTRODUCTION

This Intergovernmental Coordination Element will describe the Village of Palm Springs' relationships with local government and community partners as well as state and federal agencies. It will define the principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of Palm Beach County, the Palm Beach County School District, South Florida Water Management District, the Treasure Coast Regional Planning Council, and other entities which coordinate services with the Village. The Village recognizes that this local plan influences the development of adjacent municipalities, the county, adjacent counties, and the region, and will consider and be consistent with the state comprehensive plan.

The Village believes that a well-developed communication network among applicable public and quasi-public entities will enhance the long-range growth and prosperity of the Village. The effective implementation of federal, state, regional and local planning policies requires:

1. The identification of all agencies with which the local government must coordinate.
2. A thorough understanding of the roles of each agency; and
3. The creation of adequate intergovernmental coordination mechanisms to carry out policies.

This element seeks to accomplish these objectives through a systematic identification and analysis of current and future intergovernmental coordination issues. Each analysis addresses deficiencies and determines actions to improve coordination. Ultimately the refinement of this process should allow the Village to coordinate comprehensive planning with other entities, assuring compatible development and adequate public services across jurisdictional boundaries. The coordination process is continuous and should provide for effective monitoring systems.

PURPOSE

The purpose of the Intergovernmental Coordination Element, as identified by Chapter 163, Florida Statutes, is to identify relationships and procedures with local, regional, and state agencies to implement the goals, objectives, and policies of the Comprehensive Plan. The Intergovernmental Coordination Element solidifies and formalizes relationships among community partners. As the case may require, the intergovernmental coordination element provides procedures for identifying and implementing joint planning areas, especially for the purpose of annexation, municipal incorporation, and joint infrastructure service areas. The Intergovernmental Coordination Element will also provide a process for timely closure to intergovernmental disputes, as established pursuant to FSS 186.509. In addition, it provides for interlocal agreements as established in FSS 333.03(1)(b).

The Intergovernmental Coordination Element will establish and maintain efficient, effective strategies to coordinate planning efforts with Palm Beach County; other municipalities within Palm Beach County; regional, state, and federal agencies; and other agencies and entities that provide services but do not have regulatory authority over land. Through coordination and cooperation among the various entities affecting planning and land use, the Village can better serve its residents and ensure orderly and balanced growth and development, while protecting and enhancing the Village's existing communities and natural resources. The Village of Palm Springs recognizes the important role those intergovernmental partnerships play in meeting the community's needs. Through these collaborations, the Village and its partners can avoid duplication of services and address regional issues in an efficient way.

The Intergovernmental Coordination element facilitates continued coordination that is essential for the community's future as it seeks to manage growth, maintain an adequate level of facilities and services, establish community linkages, provide a healthy environment, and preserve a high quality of life.

It is essential that the Village of Palm Springs partner with local, regional, and state partners, particularly Palm Beach County, to ensure that its residents and businesses can receive the most efficient and effective delivery of services. Important issues to address in the Intergovernmental Coordination Element:

- Interlocal agreements and regional partnerships for expanded service capacity and capability
- Improved planning and growth management of new development and redevelopment projects
- Adequate public facilities which ensure transportation, public/private utilities, and other public services can meet existing and increased service demands.
- Balancing natural habitat, passive open space, and active recreation areas
- Creating healthy environments for both people and native species
- Public school siting

STATUTORY REQUIREMENTS

Florida Statutes (Statute 163.3177) requires the Intergovernmental Coordination Element describe relationships and coordination with other government agencies and to be consistent with each of their plans.

COORDINATION FOR PUBLIC FACILITIES AND SERVICES IN THE VILLAGE OF PALM SPRINGS

	Coordination With			
Facility or Service	**State of Florida**	**Palm Beach County**	**Palm Beach County School District**	**Neighboring Municipalities**
Roadways	X	X		
Public Transit		X		
Water and Sewer Utilities		X		X
Stormwater	X	X		
Solid Waste and Recycling		X (SWA)		
Fire Rescue and EMT		X		
Public Safety / Law Enforcement		X		X
Emergency Shelters		X	X	
C. O. Taylor / Kirklane Elementary School			X	
Palm Springs Elementary School			X	
Palm Springs Community Middle School			X	
Recreation Facilities			X	

COORDINATING ENTITIES AND NATURE OF COORDINATION

Adjacent and Nearby Governments	
Coordinating Entity	**Description**
Palm Beach County	Interlocal Agreements (ILA) regarding annexation
	ILAs regarding coordination of public safety and law enforcement, 911 calls, and public safety radio system
	Coordination of Fire Rescue and EMS services
	Municipal representation on advisory boards including Homeless Advisory Board, Impact Fee Review Committee, Palm Tran Service Board, Tourist Development Council, Water Resources Task Force
	Coordination of Level of Service (LOS) standards for public facilities and services during land use, zoning, and plan review
City of Atlantis	Coordination of Potable Water LOS during land use, zoning, and plan review in utility service area
Town of Lake Clarke Shores	Coordination of Potable Water and Wastewater LOS during land use, zoning, and plan review in utility service area; ILAs for law enforcement and dispatch services
City of Lake Worth Beach	Coordination of Wastewater LOS during land use, zoning, and plan review in utility service area
City of West Palm Beach	Coordination of Wastewater LOS during land use, zoning, and plan review in utility service area; joint mutual aid agreement for law enforcement

COORDINATING ENTITIES (CONTINUED)

Palm Beach County Entities	
Palm Beach County School District	Coordination for concurrency; ILA for mutual use of recreational facilities
Palm Beach County Transportation Planning Agency (TPA)	The TPA is a federally mandated public agency that works with partners across Palm Beach County, Florida and the United States to plan, prioritize and fund the transportation system. The Palm Beach TPA consists of a 21-member Governing Board, which prioritizes more than $600 million of federal, state and local transportation dollars to implement projects that advance a regional vision for the nearly 1.5 million Palm Beach County residents. The TPA Governing Board includes a Village representative.
Citizens Advisory Committee on Health and Human Services	To assist in the assessment of need, planning, implementation and evaluation of a health and human service (HHS) system of care; serve as a link to local and regional health and human service planning organizations; make recommendations during the financially-assisted agencies' budget process regarding service and funding priorities, outcomes and contract requirements; develop the HHS element of the comprehensive plan; create a forum for citizen participation for all phases of the HHS element of the comprehensive plan. Membership includes one member of the PBC League of Cities.
Citizens Committee on Airport Noise	To consider potential noise mitigation methods and suggest programs and resolution of complaints to the Department of Airports, BCC and the staff monitoring committee; obtain input from the public as to the noise problem at PBIA and recommendations for possible methods of mitigation. Membership includes one member recommended by the PBC league of cities.
Community Action Advisory Board	To administer programs of the Florida Department of Economic Opportunity and other agencies, to work with underprivileged individuals and the public and private sectors to identify and eliminate causes of poverty in the community, and to develop priorities for use of resources. Membership includes five elected public officials.
Criminal Justice Commission	To study all aspects of criminal justice and crime prevention systems within the federal, state, county, municipal and private agencies of PBC; to study health and human services and education systems as they pertain to criminal justice and crime prevention; and make recommendations to BCC on policies and programs. Membership includes one member of the PBC League of Cities.
Homeless Advisory Board	To oversee the implementation of the Ten-Year Plan to End Homelessness in Palm Beach County. Membership includes one municipal official appointed by the PBC League of Cities.

COORDINATING ENTITIES (CONTINUED)

Palm Beach County Entities (continued)	
Impact Fee Review Committee	To submit a report to the BCC when there is a full review or update of the impact fee system relating to implementation of impact fees, actual levels of service, collection, encumbrance and expenditure of all impact fees, and validity and assumptions in technical memoranda used in impact fee schedules. Membership includes three representatives from municipalities.
Land Development Regulation Advisory Board	To periodically review provisions of the unified land development code (ULDC) that are not reviewed by another BCC advisory board and make recommendations to the BCC; to make its special knowledge and expertise available as directed by the BCC; and to serve as the Land Development Regulation Commission. Membership includes one representative from the PBC League of Cities.
Palm Tran Service Board	To advise the BCC regarding Palm Tran's fixed-route and paratransit programs and provide an ongoing mechanism for the participation of individuals with and without disabilities in the development, implementation and assessment of all Palm Tran services. Membership includes an elected municipal officer.
Regional Hazardous Materials Oversight Committee	To recommend a Solid Waste Authority fee schedule to partially fund hazardous materials response teams; oversee funds recovered by response actions in accordance with Section 7 of Ordinance No. 98-13; recommend and oversee performance standards for delivery of regional hazardous materials response services; monitor and evaluate distribution of funds and supplies to each hazardous materials response service provider and review findings of the technical review team to assure effectiveness of regional delivery of hazardous materials response services. Membership includes one representative of the PBC League of Cities.
Tourist Development Council	To prepare and submit a countywide plan for developing tourism, including anticipated net revenue from the bed tax. Membership includes two elected municipal officials.
Water Resources Task Force	To identify and evaluate opportunities for and impediments to protecting and enhancing the county's future water supply. Membership includes six municipal officials appointed by the PBC League of Cities.
Palm Beach County League of Cities	The purpose of the Palm Beach County League of Cities, Inc., is to promote and advance the collective interest of the municipalities of Palm Beach County, Florida; to analyze municipal issues and seek positive results through cooperative efforts; to respect the principles of Home Rule; and to encourage and enhance the quality of life of the citizens of Palm Beach County. The League consists of all 39 municipalities in Palm Beach County, as well as over 100 Associate members.

COORDINATING ENTITIES (CONTINUED)

Regional Entities	
South Florida Water Management District (SFWMD)	Coordinates regional water supply planning, issues Consumptive Water Use Permits, reviews the Village's Water Supply Facilities Work Plans, reviews wetland impacts from development, regulates landscape irrigation and issues water shortage orders.
Treasure Coast Regional Planning Council (TCRPC)	Coordinate as required for regional plans; provides planning dispute resolution process between local governments, regional agencies, and private interests per Section 186.509, F.S..
Southeast Florida Regional Climate Change Compact (TBRRC)	Established in 2009, a partnership between Broward, Miami-Dade, Monroe, and Palm Beach counties to work collaboratively to reduce regional greenhouse gas emissions, implement adaptation strategies, and build climate resilience across the Southeast Florida region.

State Entities	
Florida Department of Transportation (FDOT)	TPA is the liaison for FDOT. Routine coordination for roadway projects. The Village has one seat on the TPA Governing Board.
Florida Department of Environmental Protection (DEP)	Coordinate development review as appropriate, regulation of wastewater and stormwater facilities, and TMDLs for Waters Not Attaining Standards.
Florida Department of Health (DOH)	Permitting and inspection of septic systems and public water systems.
FloridaCommerce (formerly Department of Economic Opportunity – DEO)	Coordinate with adoption of Comprehensive Plan and with grant opportunities.
Florida Department of Agriculture and Consumer Services (FDACS)	Communication as needed
Florida Fish and Wildlife Conservation Commission (FWC)	Communication as needed
Florida Department of Children and Families (DCF)	Communication as needed

COORDINATING ENTITIES (CONTINUED)

State Entities (continued)	
Governor's Office of Tourism, Trade and Economic Development (OTTED)	Communication as needed
Florida Public Service Commission (PSC)	Communication as needed
Florida Department of Revenue	Communication as needed
Florida Department of State	Communication as needed

Federal Entities	
Federal Highway Administration (FHWA)	TPA is the liaison for FHWA. Routine coordination for roadway projects. The Village has one seat on the TPA Governing Board.
United States Army Corps of Engineers	Coordinate wetland delineation during development review.
United States Department of Housing and Urban Development (HUD)	Communication as needed
Federal Aviation Administration	Communication as needed
United States Department of the Interior	Communication as needed
United States Environmental Protection Agency (EPA)	Communication as needed
United States Department of Agriculture (USDA)	Communication as needed
United States Drug Enforcement Administration (DEA)	Communication as needed
United States Department of Commerce	Communication as needed

INTERLOCAL AGREEMENTS

The Village enters into Interlocal Agreements (ILA) with other governments concerning annexation, public safety and law enforcement, and recreational facilities. The table below lists the Village's current ILAs:

Coordinating Government	Agreement	Description	Established	Term
Town of Lake Clarke Shores	Law Enforcement Services	Coordination of Village's use of Town's officers for voluntary special duty services	2016	Automatic annual renewal
Town of Lake Clarke Shores	Police Dispatch	Coordination of provision of police dispatch services for the Town by the Village	2023	5 years
Palm Beach County	Public Safety Radio System	Coordinates Village's use of County's public safety radio system	2020	5 years, with 2 five-year renewal options
Palm Beach County	9-1-1 Systems	Coordinates Village's use of County-owned and managed 9-1-1 systems and equipment	2023	5 years, with 3 one-year renewal options
School Board of Palm Beach County	Recreational Facilities	Coordination for mutual use of recreational facilities owned by the Village and by the School Board	2022	Annual renewal through 2027
Multiple Law Enforcement Agencies	South Florida Task Force	Coordinates mutual aid in cross-jurisdictional law enforcement efforts targeting burglary, auto theft, and related offenses, covering Miami-Dade through Indian River counties	2021	Automatic annual renewal

POTABLE WATER AND WASTEWATER UTILITIES

The Village of Palm Springs Utilities Department (VPSUD) provides potable water service within the majority of the Village jurisdiction, as well as to unincorporated Palm Beach County, one Palm Beach County School District property in the City of Greenacres, and the Town of Lake Clarke Shores. Areas within the Village outside the VPSUD service territory receive potable water service from the Palm Beach County Water Utilities Department (PBCWUD), the City of Lake Worth Beach, or the City of Atlantis.

Wastewater is collected via central sewer by VPSUD similarly within its service boundaries, which include the areas described above in the Potable Water section. However, VPSUD does not maintain its own wastewater treatment infrastructure, and instead connects to the wastewater systems of the City of Lake Worth Beach and the City of West Palm Beach for further conveyance and eventual treatment and disposal.

Wastewater service in Village areas outside VPSUD service boundaries is provided by PBCWUD, the City of Lake Worth Beach, or the City of Atlantis.

In order to ensure adequate facilities for new and existing users, concurrency is managed via the land use and zoning regulations, and site plan review process. Proposed development or land use/zoning changes are reviewed by the utility providing potable water and wastewater service to the parcel(s), and capacity must be verified prior to issuance of certificate of occupancy.

SOLID WASTE AND RECYCLING

The Village provides residential solid waste service via contracts with private waste haulers, which operate under agreements with the Palm Beach County Solid Waste Authority (SWA), the agency managing all solid waste disposal in Palm Beach County.

The Village does not maintain a direct agreement with the SWA. All properties in Palm Beach County – incorporated or unincorporated – are levied a non ad-valorem SWA assessment.

FIRE-RESCUE SERVICES

Palm Beach County Fire Rescue provides fire protection and emergency services to the Village of Palm Springs, as all properties in the Village are levied an ad-valorem Palm Beach County Fire Rescue MSTU.

STATE AND REGIONAL PLAN CONSISTENCY

FloridaCommerce reviews local government comprehensive plans for consistency with the State Comprehensive Plan (SCP) (Chapter 187, F.S.). The SCP policies applicable to the Intergovernmental Coordination Element are included below:

(6) PUBLIC SAFETY.—

7. Emphasize the reduction of serious crime, particularly violent, organized, economic, and drug-related crimes.

11. Continue to implement coordinated and integrated strategies to combat organized crime, economic crime, and drug trafficking.

14. Improve the efficiency of law enforcement through the establishment of a close communication and coordination system among agencies and a comprehensive reporting system for such types of criminal activities as forcible felonies and organized, economic, and drug crimes.

22. Require local governments, in cooperation with regional and state agencies, to prepare advance plans for the safe evacuation of coastal residents.

23. Require local governments, in cooperation with regional and state agencies, to adopt plans and policies to protect public and private property and human lives from the effects of natural disasters.

(8) COASTAL AND MARINE RESOURCES.—

5. Develop and implement a comprehensive system of coordinated planning, management, and land acquisition to ensure the integrity and continued attractive image of coastal areas.

(12) HAZARDOUS AND NONHAZARDOUS MATERIALS AND WASTE.—

10. Encourage coordination of intergovernmental and interstate waste management efforts.

(15) LAND USE.—

4. Develop a system of intergovernmental negotiation for siting locally unpopular public and private 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.

(16) URBAN AND DOWNTOWN REVITALIZATION.—

7. Develop concurrency requirements that do not compromise public health and safety for urban areas that promote redevelopment efforts.

8. Promote processes for the state, general purpose local governments, school boards, and local community colleges to coordinate and cooperate regarding educational facilities in urban areas, including planning functions, the development of joint facilities, and the reuse of existing buildings.

11. Integrate state programs that have been developed to promote economic development and neighborhood revitalization through incentives to promote the development of designated urban infill areas.

(17) PUBLIC FACILITIES.—

4. Create a partnership among state government, local governments, and the private sector which would identify and build needed public facilities and allocate the costs of such facilities among the partners in proportion to the benefits accruing to each of them.

(19) TRANSPORTATION.—

3. Promote a comprehensive transportation planning process which coordinates state, regional, and local transportation plans.

13. Coordinate transportation improvements with state, local, and regional plans.

14. Acquire advanced rights-of-way for transportation projects in designated transportation corridors consistent with state, regional, and local plans.

(20) GOVERNMENTAL EFFICIENCY.—

1. Encourage greater cooperation between, among, and within all levels of Florida government through the use of appropriate interlocal agreements and mutual participation for mutual benefit.

2. Allow the creation of independent special taxing districts which have uniform general law standards and procedures and do not overburden other governments and their taxpayers while preventing the proliferation of independent special taxing districts which do not meet these standards.

3. Encourage the use of municipal services taxing units and other dependent special districts to provide needed infrastructure where the fiscal capacity exists to support such an approach.

5. Eliminate needless duplication of, and promote cooperation in, governmental activities between, among, and within state, regional, county, city, and other governmental units.

8. Replace multiple, small scale, economically inefficient local public facilities with regional facilities where they are proven to be more economical, particularly in terms of energy efficiency, and yet can retain the quality of service expected by the public.

13. Encourage joint venture solutions to mutual problems between levels of government and private enterprise.

FloridaCommerce will also review the comprehensive plan for consistency with the Strategic Regional Policy Plan (SRPP) adopted by the Treasure Coast Regional Planning Council (TCRPC) in 1995. The SRPP policies applicable to the Intergovernmental Coordination Element are included below:

SRPP Section	Agreement
Education	Strategies 4.3.1-9
Emergency Preparedness	Policies 5.4.1.1-2, 5.5.1.1-2
Natural Resources	Policies 6.2.2.4, 6.3.1.8, 6.6.1.5, 6.7.1.4
Transportation	Policies 7.1.2.8-10

INTERGOVERNMENTAL COORDINATION ANALYSIS

This element summarizes Intergovernmental Coordination, identifying relationships and procedures with local, regional, and state agencies to implement the goals, objectives, and policies of the Comprehensive Plan.

In summary:

- The Village has established relationships with its state, regional and local partners.
- The Village has programs and policies in place that facilitate regular communication with its state, regional and local partners.
- The Village is a member of the Palm Beach County League of Cities, which also maintains membership on several countywide advisory boards and committees.
- The Village participates as a Governing Board member of the Palm Beach County TPA, coordinating transportation and mobility projects to benefit its residents and businesses.
- The Village coordinates with several neighboring local government utilities for the provision of potable water and wastewater service within the Village jurisdiction as well as outside the Village boundaries in the VPSUD service area.
- The Village's Police Department is a signatory to the South Florida Task Force, a multijurisdictional law enforcement mutual aid agreement coordinating investigation into burglary, auto theft, and other related offenses throughout the region from Miami-Dade County to Indian River County.
- The Village provides residential solid waste hauling service through contracts with private haulers rather than direct franchise agreement with the Palm Beach County Solid Waste Authority.
- Properties within the Village receive fire rescue and emergency services from Palm Beach County Fire Rescue.
- The Village coordinates with the South Florida Water Management District on Consumptive Water Use Permits for potable water production and compiles a Water Supply Facilities Work Plan in coordination with the District's regularly updated Regional Water Supply Plans.

DEFINITIONS AND ACRONYMS

Florida Department of Environmental Protection (DEP) - The state's lead agency for environmental management and stewardship, protecting our air, water, and land. DEP is divided into three primary areas: Land and Recreation; Regulatory and Ecosystem Restoration.

Florida Department of Transportation (DOT) - A decentralized State agency charged with the establishment, maintenance, and regulation of public transportation in the state of Florida.

Level of Service (LOS) – Measures or standards used to verify the quantity and/or quality of public facilities and services. LOS standards are used for concurrency analysis to evaluate whether sufficient facilities or service capacities are in place to serve existing and proposed development.

Palm Beach County Transportation Planning Agency (TPA) – Organization overseeing the planning, prioritizing, and funding of the transportation and mobility facilities in Palm Beach County.

South Florida Water Management District (SFWMD) - The regional governmental agency that oversees water resources throughout the Southeastern Florida region. The SFWMD issues permits for ground and surface water withdrawal and analyzes, plans, and regulates water resources in the region.

Treasure Coast Regional Planning Council (TCRPC) - A quasi-governmental organization created to provide planning and technical assistance services for local governments and to coordinate regional comprehensive planning. There are 10 regional planning councils covering the state.

CAPITAL IMPROVEMENTS ELEMENT

Data, Inventory and Analysis

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INTRODUCTION

The purpose of the Capital Improvements Element is to identify capital projects that will maintain Levels of Service and/or accommodate new growth. The Capital Improvements Element also outlines financial policies to guide the funding and construction of improvements in a manner necessary to ensure that capital improvements are provided when required based upon needs identified in the Comprehensive Plan.

An important part of the Capital Improvements Element is the creation and implementation of a Capital Improvement Plan (CIP). The CIP should be made of two parts – a capital budget and a schedule of capital improvements. The schedule of capital improvements is the plan for capital expenditures. The CIP should contain all the individual capital projects, major studies, equipment, and technological purchases a local government needs to maintain functionality and sustainably grow. Standards for development, construction, completion timetables and financing plans are also part of the CIP. The CIP is a theoretical blueprint for sustaining and improving the community's infrastructure. It is the coordinating mechanism between strategic planning, financial capacity, and physical development. The Village of Palm Springs creates a Capital Improvements Program (CIP) annually with the annual budget to effectively guide the Village in planning and implementing capital improvements.

"Capital improvement" as defined by Florida State Statute 163.3164(7) means physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The cost of a capital improvement is generally nonrecurring but may require multiyear financing. For the purposes of this part, physical assets that have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements.

Capital funding sources can be described as either "restricted" or "unrestricted." Restricted funding sources are limited in their use/expenditures and must be used for a specific purpose. Unrestricted funding sources are free from any external constraints and available for general use. Unrestricted funding sources are available to be reallocated and may be appropriated as needed. The following is a summary of the funding sources that can be used in the CIP.

STATUTORY REQUIREMENTS

Florida Statutes (Statute 163.3177) require the Capital Improvements Element consider the need for and the location of public facilities to encourage the efficient use of such facilities and include:

- Principles for construction, extension, or increase in capacity of public facilities over a minimum 5-year period.
- Principles for correcting existing public facility deficiencies necessary to implement the comprehensive plan over the period.
- Estimated public facility costs, estimated timeline for when facilities will be needed, the general location, and projected revenue sources.
- Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
- A schedule of capital improvements for a minimum 5-year period including projects funded by federal, state, or local governments, as well as privately funded projects.
    - Including transportation improvements in the Transportation Planning Agency's Transportation Improvement Program.

POTENTIAL REVENUE SOURCES TO FUND FACILITIES

1. Ad Valorem Taxes

Taxes are collected a percentage of the value of real and personal property in the Village. Ad valorem taxes support various operating, capital, and debt funds of the local government. There are two types of ad valorem: general and municipal services taxing units (MSTUs). General ad valorem revenues may be utilized to fund general expenses, free of geographical restrictions. MSTUs provide specialized services within legally specified geographic boundaries such as fire rescue, parks, stormwater, and road infrastructure maintenance.

2. Enterprise Funds

In enterprise financing, funds are accumulated in advance for capital requirements. Enterprise fund dollars can only be used for projects related to the enterprise fund. An example would be water and sewer fees which must be used to fund the water utility department.

3. Gas Tax

A fuel tax, also known as “gas tax,” is a tax imposed on the sale of fuel. State tax, local county option tax, and inspection fees are collected, all of which must be expended on various transportation-related expenses as defined in the Florida state statutes. Each municipality is allocated a portion of this based upon the State formula. Per the Florida Department of Revenue’s Local Option Fuel Tax Revenue Estimates for FY23, Palm Springs is projected to have a distribution percentage of 0.8% for “1 to 6 Cents Local Option Fuel Tax” with an estimated distribution of $299,565, and a distribution percentage of 0.5% for “1 to 5 Cents Local Option Fuel Tax” with an estimated distribution of $137,075.

4. Discretionary Sales Tax

Counties are authorized by FSS 212.054 to impose a discretionary local sales tax that can be expended to pay for locally authorized projects. This discretionary tax must be approved via a voter-approved referendum. In 2016, Palm Beach County voters approved a county-wide 1-cent sales surtax through 2026, with a distribution of 50% to the School Board, 30% to the Palm Beach County Board of County Commissioners, and 20% to the municipalities based upon Population.

5. Federal and State Funds/Grants

The Village has access to a wide range of grant programs offered by the federal, state, and local governments and organizations. If planned wisely, grants can contribute invaluable financial resources to programs identified in the CIP. Grant funds may only be used in accordance with the agreement executed by both the grantee and grantor. Grants may or may not require a local match.

6. Developer Contributions/Prop Share

Developer contributions are the fees charged by the Village for the community and network infrastructure needed as a result of a development project. The money collected from development contributions pays for the cost of public infrastructure that is needed to meet the additional demand from growth.

7. Impact Fees

Impact fees are an important source of revenue for local governments to use in funding infrastructure needed to support new growth to maintain a level of service and provide capacity. The Village currently imposes impact fees on new development to fund Parks & Recreational Facilities as well as Law Enforcement; these fees vary depending on the type of development and its density/intensity and are charged on a unit basis. It is important to note that the County also charges impact fees including properties located within an incorporated municipality. There are seven impact fees collected by Palm Beach County: roads, schools, parks, fire rescue, law enforcement, public buildings and libraries. Revenues from impact fees must be spent on infrastructure improvements that directly benefit the development that pays the fee.

8. Charges for Services/Cost Recovery Fees

User fees and charges have a direct relationship between the services received and the compensation paid for the service. The Village has the authority to impose reasonable user fees and charges to recover the cost of providing a service or facility or regulating an activity. For example, Village charges fees for building permits and plan review.

9. Transportation Planning Agency (TPA) Transportation Improvement Plan (TIP)

The Palm Beach County TPA is a countywide agency that is responsible for transportation planning, programming, and financing of state and federal transportation funds for the municipalities and unincorporated areas of Palm Beach County. The TPA prepares the Transportation Improvement Program (TIP) annually to identify and prioritize transportation improvement projects over a five-year period. The Village is represented as a voting member on the TPA Governing Board.

10. Borrowing/Debt Service

It may be necessary from time to time for the Village to borrow money to fund long term capital improvements. Long term bond issues are the most common type of financing for capital improvements.

a. General Obligation Bonds – are bonds backed by the full faith and credit of the local government and are required to be approved by voter referendum due to the implied or expressed pledge of ad valorem taxes. General obligation bonds offer lower interest rates than other bonds, as they are, in effect, secured by the taxing power of the local government. Capital improvements financed through general obligation bonds should benefit the municipality as a whole rather than particular areas or groups.

b. Revenue Bonds – are bonds financed by those directly benefiting from the capital improvement. Revenue obtained from the issuance of revenue bonds is generally used to finance publicly owned facilities. Charges collected from the users of these facilities are used to retire the bond obligations. Interest rates tend to be higher for revenue bonds than general obligation bonds. Issuance of the bonds may be approved by the Village Council without voter referendum.

c. Standard Bank Loan – For smaller projects, the Village could consider a standard bank loan where the debt is held by the bank rather than by the public as in a bond.

d. State Revolving Fund (SRF) – Loan funding for water projects managed by the Florida Department of Environmental Protection. There are two funding programs: the Clean Water SRF and the Drinking Water SRF. Both are funded through money received from federal grants as well as state contributions. These funds then "revolve" through the repayment of previous loans and interest earned. While these programs offer loans, grant-like funding is also available for qualified small, disadvantaged communities, reducing the amount owed on loans by the percentage that the community qualifies.

CAPITAL IMPROVEMENT NEEDS

TRANSPORTATION

The Village's vehicle, bicycle, pedestrian, and public transit network is managed by multiple jurisdictions including the Florida Department of Transportation (FDOT), Palm Beach County, and the Village itself. Some facilities within developments are also privately owned and maintained by the property owners.

Large scale transportation and mobility facility improvements in the Village are coordinated with the County through the Transportation Planning Agency (TPA) via its Long-Range Transportation Plans (LRTP) and through the County's public transit organization (Palm Tran) and its Transit Development Plans (TDP), both of which are updated every 5 years to assess levels of service, quality of service, safety, future projections, needs, and prioritization.

The Village commissioned a Transportation/Mobility Master Plan in 2021 which further analyzed local conditions beyond the LRTP and provided specific mobility project and policy recommendations.

Across both the LRTP and Master Plan, capital improvements are needed for safety and quality of service:

- Expanding the sidewalk and bike lane network, including the Park Connector Pathways
- Traffic calming improvements to limit excessive speeds on certain roadway segments.
- Intersection improvements
- Complete streets

The Village includes its local transportation and mobility capital improvements projects in its CIP. Florida Statues also require the inclusion of all projects related to the local government's jurisdiction listed within the county's Transportation Improvement Program (TIP).

The **Transportation and Mobility Element** provides more in-depth information on existing and projected levels of service, transportation improvement strategies, long-term transportation planning programs, and schedule of capital improvements.

POTABLE WATER

Most of the Village's jurisdiction receives potable water service from the Village's own Utilities Department (VPSUD), although some portions of the Village receive water service from Palm Beach County, the City of Lake Worth Beach, and the City of Atlantis. Similarly, VPSUD also provides water service to areas of unincorporated Palm Beach County, the City of Greenacres (School District property), and the Town of Lake Clarke Shores.

The Village plans for the provision of water service and necessary capital improvements via its Water Supply Facilities Work Planning (WSFWP) process. The WSFWP is updated every 5 years following an update to the Regional Water Supply Plan (RWSP) maintained by the South Florida Water Management District (SFWMD). The RWSP provides utility population projections, average demand rates, and alternative water supply projects necessary to meet current and future demand.

Per the Village's 2020 Water Supply Facilities Work Plan update, there is adequate permitted water supply allocation and facility capacity to meet existing demand. However, projections do anticipate inadequate permitted groundwater withdrawal allocation within the 10-year planning horizon. The SFWMD has

recommended two alternative supply projects to meet projected demand: the R.L. Pratt Water Treatment Plant backwash recovery project, which is estimated by SFWMD to result in an additional 0.2 million gallons per day of water supply, and the bulk purchase of water from Palm Beach County utilities.

The recovery project entails significant capital improvements which are programmed into the Village's CIP.

WASTEWATER

VPSUD provides wastewater collection throughout its service area boundary, which as with potable water, serves most of the Village's jurisdiction as well as the Town of Lake Clarke Shores, the City of Greenacres, and unincorporated Palm Beach County. Similarly, portions of the Village are served by the City of Lake Worth Beach, the City of Atlantis, and Palm Beach County utilities.

The Village does not own and maintain its own wastewater treatment facilities, so its capital improvements are related only to the maintenance and expansion of its collection system, which includes gravity sewer, lift stations, and force mains. Wastewater is pumped to neighboring utilities – Palm Beach County and the City of Lake Worth Beach - for further conveyance and/or treatment and disposal.

The Village's scope of capital improvements necessary to maintain level of service standards is limited to conveyance infrastructure, which is accounted for in the Village's CIP. Ultimately, wastewater treatment capacity is governed by the utilities of Palm Beach County and the City of West Palm Beach, which receives wastewater from Lake Worth Beach. The Village coordinates with these utilities to ensure its level of service standards appropriately serve existing and new development within the Village.

SOLID WASTE

All residential solid waste including yard waste and recycling generated within the Village is managed through its contracts with private waste haulers. Currently, the Village contracts with Waste Pro through March 2024. The Village has gone out to bid and is in the process of awarding a new contract for solid waste service.

The Village currently maintains no facilities or capital improvements for solid waste.

STORMWATER

The Village maintains a Stormwater Utility funded by non-ad-valorem assessments to manage its drainage and stormwater infrastructure. In 2018, the Village commissioned a Stormwater Master Plan which analyzed 30 locally known areas of concern and prioritized 25 of them for improvements. The Village maintains these improvements in its CIP.

PARKS AND RECREATION FACILITIES

The Village provides parks and recreational facilities for its residents and visitors. The Village currently maintains 9 park facilities: Lake Frost Park, Foxtail Palms Park, Greenbriar Park, Christmas Palms Park, Sabal Palm Park, Sago Park, Royal Palm Park, Lakewood Gardens Park, and the Recreation Center. The Village plans to construct a Community Center within the 5-year CIP and plans for possible land acquisition and construction between FY26 and FY28.

LIBRARY

Although not currently governed by Level of Service standards, the Village owns and maintains a library for use by residents. The mission of the Village library is to help enrich lives and communities through universal access to knowledge, lifelong learning, and literacy. Located at 217 Cypress Lane, the library is open Monday through Saturday. In addition to physical and digital media resources, the library organizes tutoring services, language learning support, and community events.

Library facility improvements including acquisition of additional children and adult reading materials are planned for in the Village's CIP.

SCHOOL CAPACITY

Public education for Village residents falls under the jurisdiction of the School District of Palm Beach County (District), a countywide district encompassing all municipalities within the County and unincorporated area.

In 2015, the School Board approved an interlocal agreement for a coordinated planning effort with the county and several municipalities, including the Village. The following year, In 2016, school concurrency was replaced by the District's School Capacity Availability Determination (SCAD), which requires developments seeking approval from the County or municipal government to submit an application to the District planning staff for one or more of the following: Future Land Use amendment, rezoning that modifies or adds any residential designation or increase in residential density, development order or amendment, or letter of no impact.

Applications are reviewed against the District's own Five-Year Capital Facilities Plan for the impact on public schools and the projected timing and delivery of public-school facilities relevant to the development.

The District planning staff will submit a report, with conditions if appropriate, to the Village for consideration in its approval process. The Village may include any of these conditions as it deems appropriate.

Per the District's 2023 "Capacity Watch List with Planning Solutions to Address Growth", one school within the Village, Palm Springs Elementary, is projected to exceed 100% "Florida Inventory of School Houses" (FISH) capacity including pre-K within FY24. Its listed planning solution to address growth is to "monitor enrollment". Residents within the Village are zoned for several different elementary, middle, and high schools depending upon their precise location.

IMPLEMENTATION

The 5-Year Capital Improvements Schedule (CIS) is the mechanism by which the Village stages the timing, location, projected costs, and revenue sources for the capital improvements derived from the other Comprehensive Plan elements in support of the Future Land Use Element. Projects in the CIS are organized by department within the General Fund or included separately as part of the CRA, Water and Sewer Utility, or Stormwater Utility.

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**

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**

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**

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**

CAPITAL IMPROVEMENTS ANALYSIS

This element identifies capital projects that will maintain Levels of Service to accommodate new growth.

In summary:

- Potential funding sources for the Village's Capital Projects were described.
- The Village's 5-year CIP includes infrastructure for Village operations, public safety, parks and recreation, library, public works including mobility, CRA including mobility, water and sewer utility, and stormwater utility.

DEFINITIONS AND ACRONYMS

Capital Improvement - Physical assets constructed or purchased to provide, improve, or replace a public facility and which are typically large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multiyear financing; F.S. 163.3164(7)

FUTURE LAND USE ELEMENT

Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, the following represents the Future Land Use Element 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 toward which the growth and development of the community are ultimately directed.

IMPLEMENTATION

Unless otherwise stated, the implementation of the Goals, Objectives, and Policies contained in this element shall be through the development, adoption, and application of regulations set forth in the Village's Code of Ordinances.

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.

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 (LDC).

Policy FLU 1.1.5 – The uses described in the Village of Palm Springs Future Land Use Element and LDC will comply with section 166.04151, Fla. Stat., as may be amended, for affordable housing.

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 LDC that are consistent with the Comprehensive Plan and the requirements of section 163.3202, Fla. Stat., as may be amended.

Policy FLU 1.2.1 – The Village of Palm Springs will maintain 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 LDC 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' LDC will discourage the continuation of nonconforming uses to the fullest extent possible through the maintenance and enforcement of the LDC.

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 LDC 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 LDC 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 LDC 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 School District of Palm Beach County 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.

OBJECTIVE FLU 1.4 INTERGOVERNMENTAL COORDINATION

Objective FLU 1.4 – The Village of Palm Springs will coordinate the plans of the State of Florida, Palm Beach County, adjacent municipalities, the School District of Palm Beach County, the South Florida Water Management District, the Florida Department of Transportation, 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.

Policy FLU 1.4.4 – The Village shall coordinate, as appropriate, with the Florida Department of Transportation (FDOT) regarding pending land use amendments or land development decisions within the Village of Palm Springs. The Village will formally notify FDOT of pending planning and development activities with the potential to adversely impact S.R. 882/Forest Hill Boulevard, S.R. 887/Congress Avenue, S.R. 802/Lake Worth Road and/or S.R. 809/Military Trail or Strategic Intermodal System facilities. The

Village shall consider comments from FDOT prior to making a land use planning or development decision.

Policy FLU 1.4.5 – The Village should coordinate with FDOT and its context classification system for the planning and implementation of roadway context-sensitive development and redevelopment within 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 adequate facilities to serve the development will be in place prior to issuance of Certificate of Occupancy by the Village. In addition, the Village shall ensure that adequate potable water supply will be available to serve the development prior to permit issuance by the Village.

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 LDC.

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 the LDC to require 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 LDC to 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 LDC.

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 section 163.3177, Fla. Stat., as may be amended:

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 section 166.04151(7), Fla. Stat., as may be amended.

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 section 420.5095, Fla. Stat., as may be amended 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 dependance 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 Mixed-Use 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*** –Site area dedicated to residential uses may not exceed 50% of total site area, and building intensity shall not exceed the established Floor Area Ratio (FAR) for all uses combined.
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 and within both the Congress Avenue and Lake Worth CRA districts.
c. ***Performance standards and other requirements*** – Mixed Use developments must:

    1) Mixed-Use projects must concurrently rezone to the Mixed-Use zoning 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 inter-connectivity between uses.
    3) Mixed-Use projects must demonstrate compliance with design standards in the LDC.

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 uses including, but not limited to, light-assembly, manufacturing, warehouse, distribution, and showroom.

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 LDC. 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 LDC and are contingent upon compatibility with surrounding uses and the availability of adequate public facilities and services.

Policy FLU 2.3.14 Village Commercial Renewal – The Village Commercial Renewal (VCR) Future Land Use 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. Possible uses within the VCR FLU include residential, non-residential, and mixed uses.

a) ***Density and Intensity*** – The Village Commercial Renewal Future Land Use category shall have a maximum density of nineteen (19) units per gross acre and a maximum intensity of 1.5 FAR for the entire building to include all uses combined.
b) ***Location*** – The Village Commercial Renewal Future Land Use category is assigned to select large properties including assemblages of parcels along Lake Worth Road, Forest Hill Boulevard, and Congress Avenue.
c) ***Special Condition 1*** – Mixed Use is required for all projects with a residential component. Residential component may not exceed 50% of the total site area.
d) ***Special Condition 2*** - Excluding maximum density and intensity as outlined above, Mixed-Use projects must comply with the requirements of ***Policy FLU 2.3.9***.

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

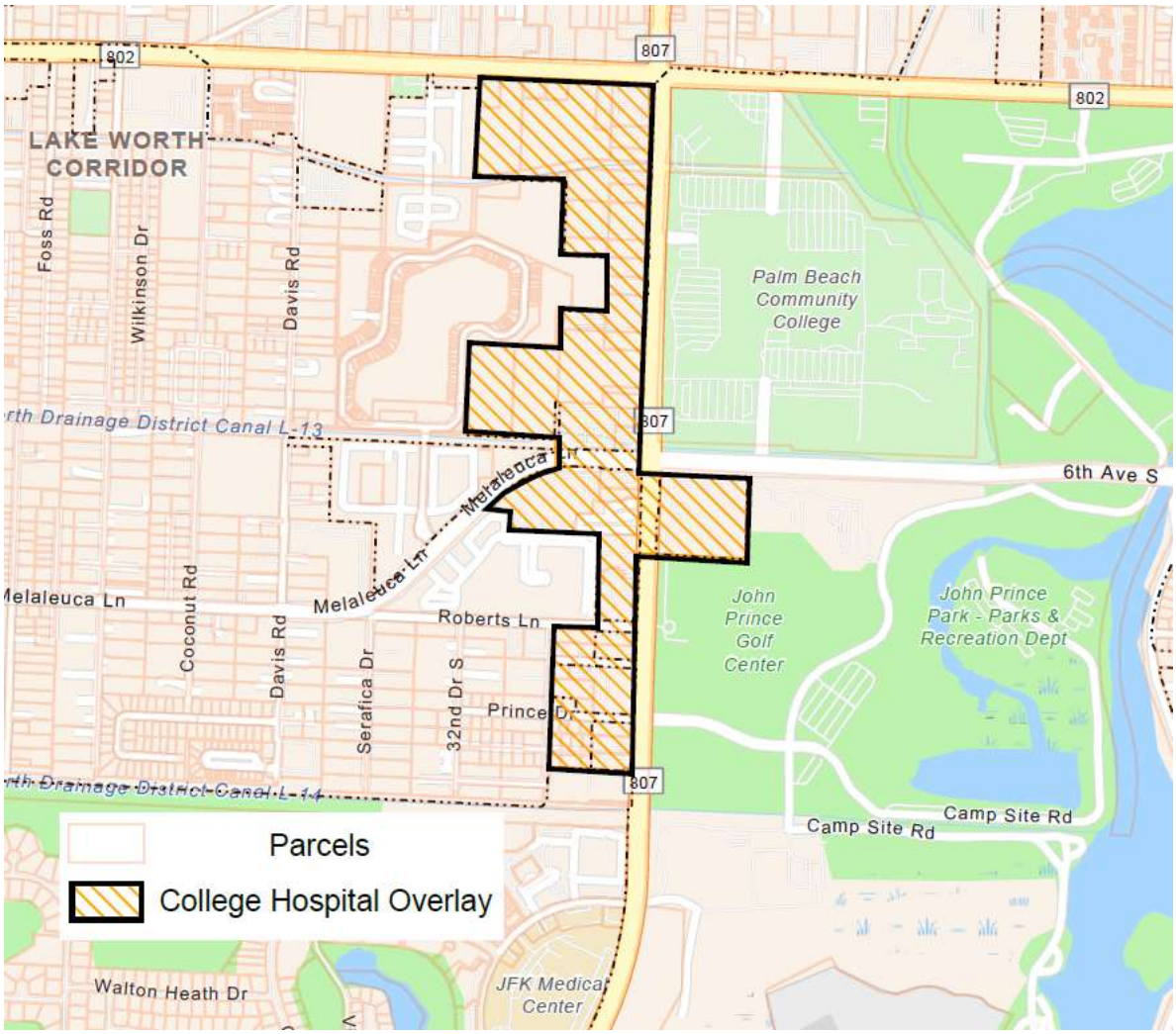
Objective FLU 2.4 – The Village of Palm Springs shall maintain overlays in its LDC in order to achieve

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 LDC 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 restrict the allowances of the CHO to properties within the CHO boundaries displayed on Map FLU 2.4.2 along the South Congress Avenue corridor, south of Lake Worth Road, designated with the Mixed-Use land use category and Mixed-Use (MU) zoning district that fulfill the objectives of the Overlay.

Map FLU 2.4.2



Policy FLU 2.4.3 – The Village of Palm Springs shall provide incentives through the CHO to promote a diverse mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College and JFK Hospital and to attract a critical mass of housing within proximity of and to serve the college and hospital and service-oriented uses.

Policy FLU 2.4.4 – The Village of Palm Springs shall allow a residential density up to 35 dwelling units

per acre and nonresidential intensity up to 1.0 FAR for Mixed-Use planned developments within the CHO that fulfill the objectives of the Overlay, as follows:

Table FLU 2.4.4 – CHO/MU Density/Intensity Potential

	Mix of Uses					
	Min. Allowance	**Residential Component of Project**	**Open Space**	**Commercial/Industrial Component of Project**		
		Single Family Residential Units >20% of Project's Dwelling Units	Common Amenity Area >20% of Total Open Space	Min. 20% of Project (up to 80% Residential Use)	Min. 30% of Project (up to 70% Residential Use)	Min. 40% of Project (up to 60% Residential Use)
***Bonus Density**		+5 du/ac	+5 du/ac	+6 du/ac	+11 du/ac	+16 du/ac
***Bonus Intensity**		+0.5 FAR	+0.5 FAR	+0.5 FAR	+0.5 FAR	+0.5 FAR
***Max. Density**	Up to 19 du/ac	Up to 24 du/ac	Up to 24 du/ac	Up to 25 du/ac	Up to 30 du/ac	Up to 35 du/ac
***Max. Intensity**	Up to 0.5 FAR	Up to 1.0 FAR	Up to 1.0 FAR	Up to 1.0 FAR	Up to 1.0 FAR	Up to 1.0 FAR

Policy FLU 2.4.5 – The Village of Palm Springs shall maintain the Gulfstream Road Overlay ("GRO"), adopted in 2020, in its LDC in order to encourage residential development, optimize utilization of residential property, create a neighborhood identity, and fulfill objectives of the Village Community Redevelopment Agency.

Policy FLU 2.4.6 – The Village of Palm Springs shall restrict the allowances of the GRO to properties within the GRO boundaries as displayed on Map FLU 2.4.6, fronting Gulfstream Road generally south of Lakewood Road and north of Lake Worth Road, zoned Residential Multi-Family (RM).

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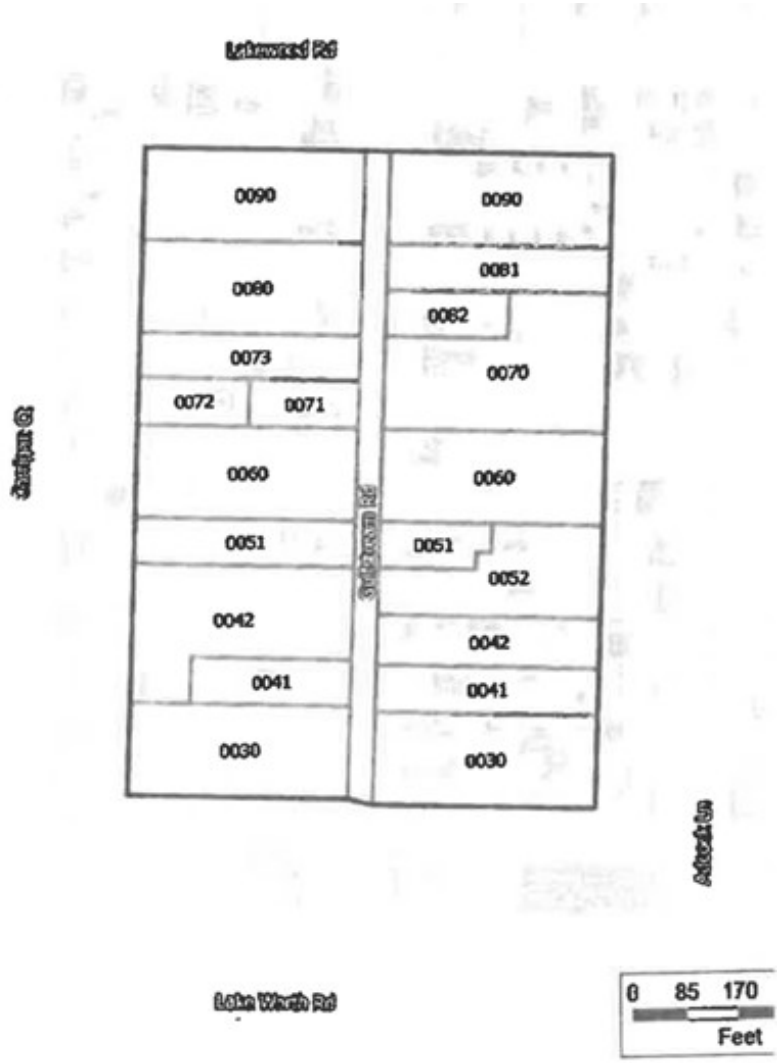
Map FLU 2.4.6



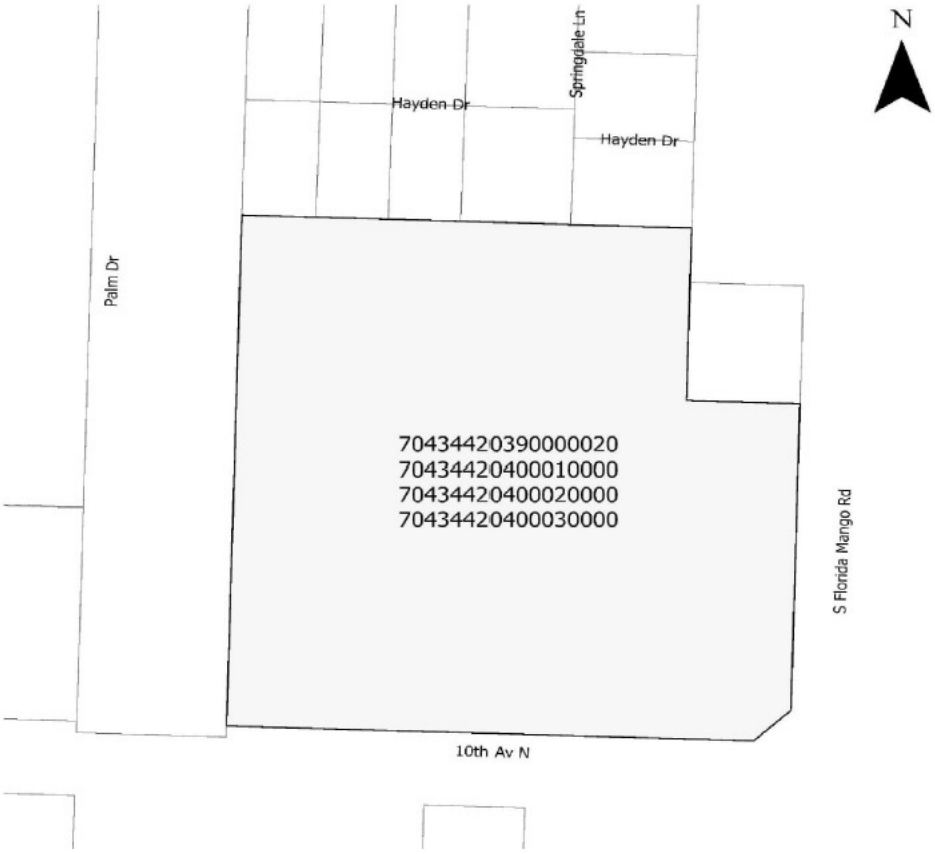
Policy FLU 2.4.7 – The Village of Palm Springs shall require redevelopment in the GRO to utilize a Key West architectural style to establish a neighborhood identity. Clustering of residential units is permissible in consideration of the design elements and development standards outlined in the Village LDC for the GRO.

Policy FLU 2.4.8 – The Village of Palm Springs may grant a density bonus for infill multi-family residential projects that comply with the development standards of the GRO, if approved by the Village Council, without the need for a future land use map amendment. The maximum density for a GRO development project shall be 10 dwelling units per gross acre, consistent with the maximum density of the Medium Density Residential land use category.

Policy FLU 2.4.9 – The Village of Palm Springs shall maintain the Tenth Avenue Incubator Overlay ("TAIO"), adopted in 2022, in its LDC in order to encourage innovative redevelopment with uses that are commercial and/or light industrial in nature, designed in a manner that is sensitive to adjacent residential neighborhoods, and that create an aesthetic corridor identity.

Policy FLU 2.4.10 – The Village of Palm Springs shall restrict the allowances of the TAIO to properties within the TAIO boundaries as displayed on Map FLU 2.4.10, generally located north of 10th Avenue North between Palm Drive and Florida Mango Road, zoned Commercial General (CG).

Map FLU 2.4.10



Map T-1

Policy FLU 2.4.11 – The Village of Palm Springs shall require development in the TAIO to utilize a harmonious and compatible architectural style. All uses permitted within the CG zoning district are permissible in the TAIO, in consideration of the design elements and development standards outlined in the Village LDC for the TAIO.

Policy FLU 2.4.12 – The Village of Palm Springs may approve projects that comply with the requirements of the TAIO in accordance with the LDC so long as such Incubator Uses do not generate dust or create a noise nuisance, are not obnoxious in nature, and are compatible with adjacent residential uses.

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 LDC that preserve and protect open space and natural lands and provide for the public open space and recreational needs of its citizens.

Policy FLU 3.1.4 – The Village of Palm Springs shall promote mixed-use districts where appropriate, particularly within the Lake Worth and Congress Avenue CRA districts.

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.

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, or open space opportunities for the public, 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 and seeks to acquire easements and/or right-of-way to facilitate transit service and related infrastructure.

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 the availability of 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 4.2.4 – The Village of Palm Springs will coordinate with Career Source of Palm Beach County to offer job training to residents seeking training for higher wage occupations in industries such as health care and information technology.

Policy FLU 4.2.5 – The Village of Palm Springs will coordinate with agencies, including but not limited to, Palm Beach County government, the School District of Palm Beach County, 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 any subsequent CRA Plan upates, 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 and implement incentive programs, which may include grant funds, to eliminate blight and facilitate reinvestment 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 LDC, 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 LDC 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 site design standards in the LDC 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
Fla. Stat.	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) – Impervious surfaces do 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

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 School District of Palm Beach County.

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.

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, Florida Statutes, 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 School District of Palm Beach County, the Palm Beach Transportation Planning Agency (TPA), and the Florida Department of Transportation (FDOT) and its Target Zero Campaign.

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 such as traffic congestion, with the ultimate objective of developing targeted interventions and strategies to reduce the frequency and severity of crashes to zero.

Policy TM 1.1.6 – The Village of Palm Springs will continue to prioritize multi-modal safety and coordinate with FDOT and other partners to provide pedestrian and bicyclist outreach and education.

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 Palm Beach 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 FDOT, 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 FDOT and 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 FDOT, 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, in coordination with FDOT and Palm Beach TPA, 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, and coordinate with FDOT regarding Complete Streets design for state highway system facilities serving the Village.

Policy TM 2.1.11 – The Village of Palm Spring will coordinate with FDOT and 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.

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.

Policy TM 2.1.14 – The Village of Palm Springs shall identify locations for easement and/or right-of-way acquisition for the construction of transit infrastructure by 2035.

Policy TM 2.1.15 – 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, or if a proportionate fair-share payment agreement is approved.

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 Land Development Code (LDC).

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 Palm Beach County 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 regulations in the LDC 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 techniques such as alternative street design on roadways within the Village.

Policy TM 3.1.13 – The Village of Palm Springs shall establish access management standards in the LDC to ensure appropriate access to the Village's transportation system. The Village shall consult with F.A.C. 14-97.003 (Access Control Classification System and Access Management Standards) in the coordinating of planning, regulation, and design of access between roadways and land development to preserve the safety and efficiency of the transportation system.

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 LDC 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 LDC 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.

Policy TM 3.2.14 – The Village of Palm Springs should incorporate FDOT roadway context classification and Complete Streets design principles into future development and redevelopment standards within the Village.

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 Annual Average Daily Traffic (AADT), and LOS "D" for Peak-Hour

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 regulations in the LDC 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 Identification Map (TIM).

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, in coordination with FDOT and the Palm Beach TPA.

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 Palm Beach 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 (LRTP) 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 (ULDC), the Palm Beach TPA LRTP, and the FDOT Florida Transportation Plan.

Policy TM 4.1.8 – The Village of Palm Springs shall utilize its position within the Palm Beach 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, 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 regulations in the LDC 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 section 163.3180, Fla. Stat., 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	Retail[2]	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 (Inc. 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	Retail[2]	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] Allowable variance +/- (%)	1,743 15%	619,949 25%	815,146 15%	180,521 25%	58,188 25%
Maximum Allowable Minimum Allowable	2,004 1,482	774,936 464,962	937,418 692,874	225,651 135,391	72,735 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 (Inc. 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	Retail[2]	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] Allowable variance +/- (%)	4,871 15%	1,954,540 25%	582,060 10%	1,041,662 10%	117,109 10%
Maximum Allowable Minimum Allowable	5,602 4,140	2,443,175 1,465,905	640,266 523,854	1,145,828 937,496	128,820 105,398

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	Retail[2]	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	Retail[2]	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.

HOUSING ELEMENT
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, 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 the Village Land Development Code (LDC).

Policy HOU 1.1.1 – Continue with strict enforcement of the Florida Building Code and Standard Housing Code, as they may be amended.

Policy HOU 1.1.2 – Maintain and update the LDC, 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 the Village LDC, 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 and 2045 planning horizons.

Policy HOU 1.2.1 – The Village shall continue to pursue avenues through the LDC 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.

Policy HOU 1.2.4 – The Village shall consider updating its LDC to allow Accessory Dwelling Units on lots large enough to accommodate an additional structure. This study will consider housing availability and affordability and include special conditions to avoid any negative impact to the Village and its residents.

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 for adequate 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 LDC will comply with section 166.04151, Fla. Stat., for affordable housing, as it may be amended.

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 section 166.04151, Fla. Stat., as may be amended.

Policy HOU 1.6.7 – The Village of Palm Springs will review the LDC, no later than 2025, to ensure they comply with the affordable housing provisions in section 166.04151, Fla. Stat., as may be amended.

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 – 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 1.6.11 – As an alternative housing type, the Village shall allow manufactured homes as strictly defined by State law in the RM and RS Zoning Districts as a means of reducing housing costs for low- and moderate-income families.

Policy HOU 1.6.12 – Mobile homes within Mobile Home Parks shall be allowed in the RM and RS Zoning Districts as a means to assist low- and moderate-income households in addressing affordable housing.

Policy HOU 1.6.13 – 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.

Policy HOU 1.6.14 – The Village shall study emerging and alternative housing trends, such as tiny homes, to encourage the availability of affordable housing options within the Village.

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.

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 Planning, Zoning, and Building Department Director shall monitor the development and distribution of group homes and foster care facilities to ensure that adequate infrastructure is provided and that overconcentration is avoided, as defined by section 419.001, Fla. Stat., as may be amended.

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 Florida Regional 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 LDC 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 – (section 420.0004, Fla. Stat., as may be amended)

(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.

INFRASTRUCTURE ELEMENT
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, 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	100 gpd / room
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 Palm Beach County, the City of Lake Worth Beach, the Town of Lake Clarke Shores, and the City of Atlantis 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 Chapter 180, Fla. Stat., as may be amended.

Policy INF 1.2.3 – The Village of Palm Springs will coordinate any proposed modifications to utility service area boundaries with applicable coordinating governmental entities and public utilities.

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 1.3.3 – 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, the City of Lake Worth Beach, the Town of Lake Clarke Shores, and the City of Atlantis 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, Land Development Code (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 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, the City of Lake Worth Beach, the Town of Lake Clarke Shores, 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 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 LDC.

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, the City of Lake Worth Beach, the Town of Lake Clarke Shores, 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, the City of Lake Worth Beach, the Town of Lake Clarke Shores, and the City of 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 regulations in the LDC, consistent with section 553.963, Fla. Stat., 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 Star℠ 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 section 373.246, Fla. Stat.

Policy INF 3.2.6 – 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 3.2.7 – The Village of Palm Springs will continue to maintain a conservation rate structure in its efforts to conserve potable water.

Policy INF 3.2.8 – The Village of Palm Springs will undertake a conservation 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 3.2.9 –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 3.2.10 – 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 LDC.

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 will 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 regulations in the LDC that provide for adequate drainage facilities in conformance with the allowable stormwater discharge criteria established by the SFWMD, and which address minimizing pollution into the lakes and canals in the Village.

Policy INF 3.3.5 – 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 3.3.6 – 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 3.3.7 – 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 3.3.8 – The Village of Palm Springs will establish a routine maintenance program for all catch basins and conduits within the Village.

Policy INF 3.3.9 – 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 SFWMD 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 3.4.6 - 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 (MS4) permit.

Policy INF 3.4.7 – 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 LDC 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 LDC 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 neighboring utilities as a source for non-potable uses within the Village 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, regulations in the LDC to require the construction of wastewater facilities that are in conformance with standards set forth by the Village at the developer's cost.

Policy INF 4.2.3 – 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 4.2.4 – 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.

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.

Policy INF 5.1.5 – The Village of Palm Springs shall continue to coordinate with the Palm Beach County Solid Waste Authority to facilitate the safe disposal of oil, paint, and other household hazardous wastes generated within the Village.

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 section 403.7032, Fla. Stat., "Recycling".

Policy INF 5.2.1 – The Village of Palm Springs shall continue to partner with the Palm Beach County Solid Waste Authority to educate the community about the benefits of recycling and increase the rates of recycling of solid waste in 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 section 380.04(1), Fla. Stat.

Florida Water Star℠ program - Florida Water Star℠ 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 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 (SFWMD) - 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.

CONSERVATION ELEMENT
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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, 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.

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, F.A.C., 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 (LDC) 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, F.A.C.; 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, Fla. Stat., 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 LDC, 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.

Policy CON 1.3.16 – The Village of Palm Springs shall continue to evaluate the feasibility of extending available reclaimed water from neighboring utilities as a source for non-potable uses within the Village utility service area, in order to reduce potable water consumption.

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 LDC.

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 LDC.

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 LDC 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 LDC.

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 LDC.

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 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.

RECREATION AND OPEN SPACE ELEMENT
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, 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 public road, sidewalk, and parking areas within the Village and appropriate signage, where necessary on public rights of way, 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 recreational amenities or provide a fee in lieu.

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.

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.

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INTERGOVERNMENTAL COORDINATION ELEMENT

Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, 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.

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 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 School District of Palm Beach County, 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 School District of Palm Beach County (SDPBC), the Palm Beach Transportation Planning Agency, Treasure Coast Regional Planning Council (TCRPC), South Florida Water Management District (SFWMD), 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 SDPBC 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 Interlocal Service Boundary Agreement with Palm Beach County, per section 171.203, F.S.

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.

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.

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 TCRPC 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 SFWMD'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 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 coordinate with applicable public utilities providing service to properties within the Village during land use, zoning, and development review to ensure that adequate facilities and services necessary to serve the proposed development are available, at the adopted local levels of service, concurrent with the impacts of development.

Policy ICE 1.2.11 – The Village shall coordinate with applicable local governments within its utility service area to assess whether adequate facilities and services necessary to serve proposed land use, zoning, or development are available, at the adopted local levels of service, concurrent with the impacts of development.

Policy ICE 1.2.12 – 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 1.2.13 – 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 Utilities 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 section 171.043(1), Fla. Stat., 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 the Village Land Development Code (LDC) 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 intergovernmental 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 TCRPC, per 29K-4.010, F.A.C.

Policy ICE 1.6.3 – The Village shall follow the dispute resolution process outlined by the TCRPC 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, Fla. Stat., 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), Fla. Stat., 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 SDPBC 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, Fla. Stat. 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 SDPBC 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 SDPBC and the Village; and with all related elements of the Village's adopted Comprehensive Plan.

Policy ICE 2.1.4 – The Village shall advise the SDPBC 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 SDPBC submit for review information on renovations, additions, and proposed expansion on property owned by the SDPBC 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 SDPBC'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 SDPBC 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 SDPBC 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 Springs and the SDPBC 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 SDPBC to improve the population allocation methodology and enhance coordination with the plans of the SDPBC and local governments.

Policy ICE 2.2.3 – The Village shall provide the SDPBC 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
Fla. Stat.	Florida Statutes
ICE	Intergovernmental Coordination Element
ILA	Interlocal Agreement
MOU	Memorandum of Understanding
TPA	Transportation Planning Agency
RWSP	Regional Water Supply Plan
SDPBC	School District of Palm Beach County
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 SDPBC.

Redevelopment – Renovation of a blighted area.

School Capacity Availability Determination (SCAD) – A review procedure facilitated by the SDPBC 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 SDPBC 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 sections 163.3164 and 163.3177, Fla. Stat.

PROPERTY RIGHTS ELEMENT
Goals, Objectives, and Policies

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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 section 163.3177, Florida Statutes, to require local government comprehensive plans to contain a Property Rights Element. Section 163.3177(6)(i), Fla. Stat., 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.

Policy PR 1.1.1 – The Village shall consider 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 Village shall consider 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 Village shall consider 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 Village shall consider the right of a property owner to dispose of his or her property through sale or gift.

CAPITAL IMPROVEMENTS ELEMENT
Goals, Objectives, and Policies

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INTRODUCTION

Pursuant to section 163.3177, Florida Statutes, 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 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 (LOS) standards.

Policy CIE 1.2.1 – The Village shall update and maintain the Land Development Code (LDC) 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 LDC 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 (SFWMD), 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 Comprehensive Plan, the Village LDC, 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 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 of Palm Beach County (SDPBC) Five-Year Capital Facilities Plan.

Policy CIE 1.4.4 – The Village shall use 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 LDC, by which all service providers and the Village coordinate land development decisions and facility capacity requirements to ensure that LOS 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 LOS 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 SDPBC on comprehensive plan amendments, development orders, and other land-use decisions that may be projected to impact the public school facilities plan. The Village shall incorporate letters from the SDPBC 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 SDPBC, 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 permitted plant capacity, the Village shall consider revising the Capital Improvement Plans, initiate 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 SDPBC with periodic information generated from the Village's development and approvals that is needed to maintain school adequacy, including information required for the SDPBC 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 SDPBC that identifies the capacity, or lack thereof, of existing facilities or planned facilities in the current SDPBC Capital Facilities Program Plan to serve additional students. Should the proposed project negatively impact the public school system, the SDPBC 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.

DEFINITIONS AND ACRONYMS

CIE	Capital Improvements Element
CIP	Capital Improvement Plan
Fla. Stat.	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 referenda.

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 sections 163.3164 and 163.3177, Fla. Stat.

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 Future Land Use 2045

Village Limits

Future Land Use 2045

- Village Commercial Renewal
- Institutional
- Conservation
- Low Density
- Medium Density
- High Density
- Mixed Use
- Commercial
- Light Industrial

N

0 0.3 0.6 Miles

Map Notes: Data provided by Village of Palm Springs

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 001.1 2023 Vision Plan Future Landuse
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs CRA and Village Limits

Village Limits
Community Redevelopment Agency

Congress Avenue District
Lake Worth District

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
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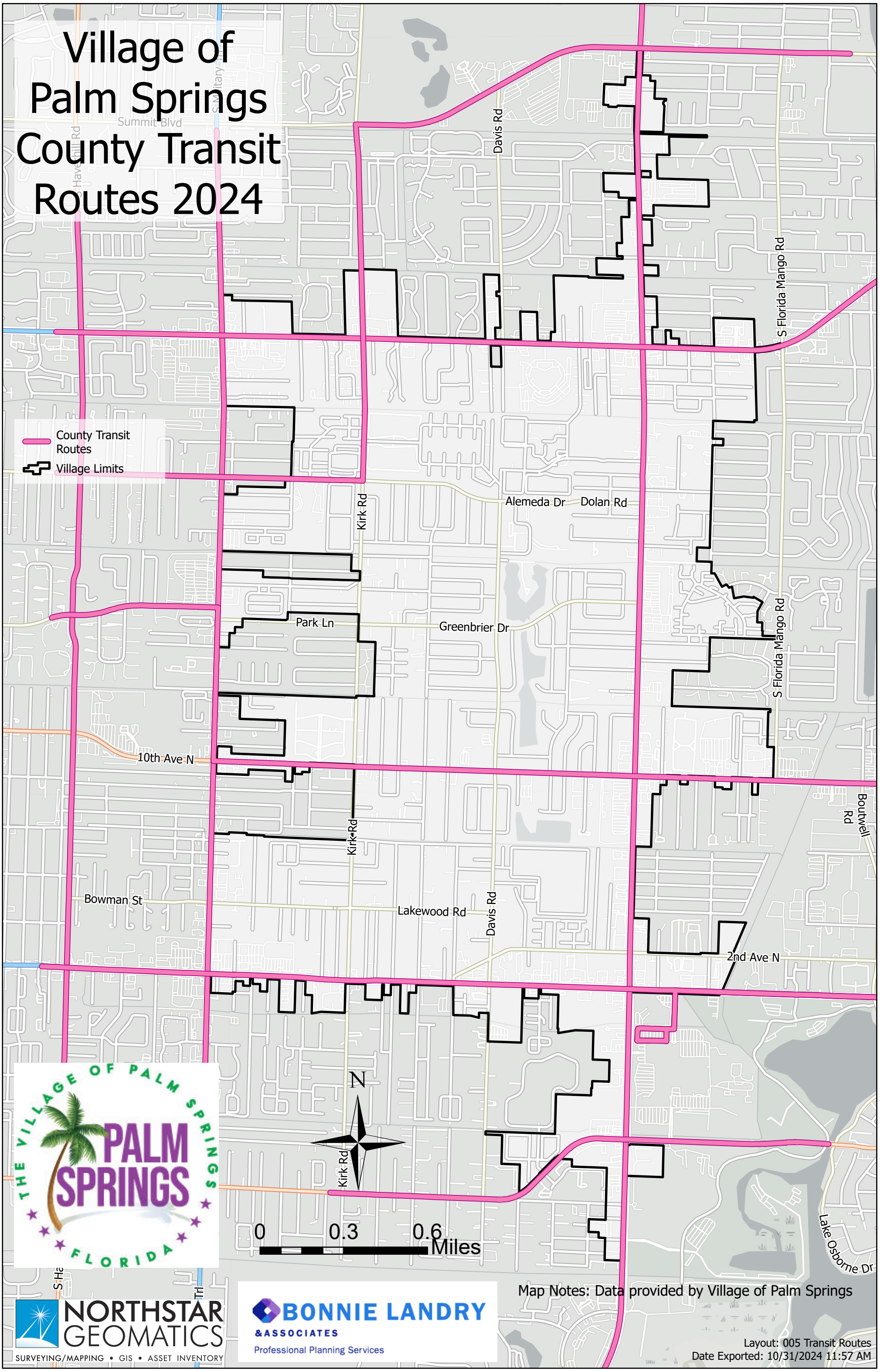
BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs

Layout: 002 Boundary Map
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs County Transit Routes 2024



Map Notes: Data provided by Village of Palm Springs

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 005 Transit Routes
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Potential Future Transit 2035

Potential Village Microtransit
Planned Improvements (LRTP)
County Transit Routes
Village Limits

Summit Blvd
Davis Rd
S Florida Mango Rd
Kirk Rd
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
10th Ave N
Bowman St
Lakewood Rd
Boutwell Rd
2nd Ave N
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
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BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs

Layout: 005.1 Potential Future Transit
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Sidewalks 2024

Park Connector Pathway
Sidewalks
Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
S Haverhill Rd
10th Ave N
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr
Boutwell Rd

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs

Layout: 006 Sidewalks
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Bike Lanes 2024

Designated
Paved Shoulder
Separated
Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA
PALM SPRINGS

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs

Layout: 007 Bike Lanes
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Alternate Modes of Transportation 2024

Park Connector Pathway
Bike Facilities
Sidewalks
County Transit Routes
Village Limits

Summit Blvd
Haverhill Rd
Davis Rd
S Florida Mango Rd
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
Kirk Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
2nd Ave N
Lake Osborne Dr

N

0 0.3 0.6 Miles

Map Notes: Data provided by Village of Palm Springs

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 008 Alternative Modes of Transportation
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Evacuation Routes

Designated Evacuation Routes
Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data obtained from Florida Department of Emergency Management.

Layout: 009 Evacuation Routes
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Roadway Maintenance

Village Limits

Roadway Maintenace

- County
- FDOT
- Municipality
- Private
- Courtesy (County)

Forest Hill Blvd
S Military Trl
Kirk Rd
S Congress Ave
Purdy Ln
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
10th Ave N
Davis Rd
Lakewood Rd
2nd Ave N
Lake Worth Rd
Melaleuca Ln

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data obtained from Palm Beach County GIS.

Layout: 010 Roadway Maintenance
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Utility Service Area

Village Limits

Water Utilities Service Areas

- City of Atlantis
- City of Lake Worth
- Palm Beach County Water Utilities
- Town of Lake Clark Shores
- Villiage of Palm Springs

N

0 0.5 1 Miles

Map Notes: Data provided by Village of Palm Springs

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 011 Utilities Service Availability
Date Exported: 10/31/2024 11:57 AM

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

Belvedere Rd
N Haverhill Rd
N Military Trl
Australian Ave
Mercer Ave
S Interstate 95
Southern Blvd
Gun Club Rd
Kirk Rd
S Congress Ave
Summit Blvd
Davis Rd
N Interstate 95
Forest Hill Blvd
S Florida Mango Rd
Purdy Ln
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
S Jog Rd
Sherwood Forest Blvd
Cresthaven Blvd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
2nd Ave N
Lake Worth Rd
S 57th Ave
Melaleuca Ln
6th Ave S
Lake Osborne Dr
12th Ave S
Lantana Rd
High Ridge Rd

0 0.5 1 Miles

N

Map Notes:

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 012 Wells and Wellfields
Date Exported: 10/31/2024 11:56 AM

Village of Palm Springs Wastewater Connections

Force Main
Gravity Main
Vacuum Main
Village Limits

N Jog Rd
Belvedere Rd
N Haverhill Rd
N Military Trl
Australian Ave
Mercer Ave
S Interstate 95
Southern Blvd
Gun Club Rd
Kirk Rd
S Congress Ave
Summit Blvd
Davis Rd
N Interstate 95
Forest Hill Blvd
S Haverhill Rd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
S Florida Mango Rd
Cresthaven Blvd
Sherwood Forest Blvd
S Jog Rd
Park Ln
Greenbrier Dr
10th Ave N
Boutwell Rd
Lakewood Rd
Bowman St
S 57th Ave
Lake Worth Rd
2nd Ave N
Melaleuca Ln
6th Ave S
Lake Osborne Dr
12th Ave S
Lantana Rd
High Ridge Rd

N

0 0.5 1 Miles

Map Notes: Data provided by Village of Palm Springs

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 013 Wastewater Connections
Date Exported: 10/31/2024 11:56 AM

Village of Palm Springs Wastewater Assets

- Lift Station
- Manhole
- Force Main
- Gravity Main
- Vacuum Main
- Village Limits

N

0 0.5 1 Miles

Map Notes: Data provided by Village of Palm Springs

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Layout: 013.1 Wastewater Assets
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs FEMA Flood Zones

FEMA Flood Zone
- AE
- Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
2nd Ave N
Lake Worth Rd
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data obtained from FEMA map services on 11/12/2023.

Layout: 014 Flood Zones
Date Exported: 10/31/2024 11:56 AM

Village of Palm Springs Major Water Features

Water Bodies
Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA
PALM SPRINGS

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs

Layout: 015 Major Water Features
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs Wetlands

Wetlands
Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
Cresthaven Blvd
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
2nd Ave N
Lake Worth Rd
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by USA Wetlands, dated 4/22/20214

Layout: 016 Wetlands
Date Exported: 10/31/2024 11:57 AM

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

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
2nd Ave N
Lake Worth Rd
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

Map Notes: Data obtained from Soil Survey Geographic Database (SSURGO) on 12/21/2023.

Layout: 017 Soils
Date Exported: 10/31/2024 11:57 AM

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Village of Palm Springs Parks

Village Parks
Nearby Parks
Village Limits

LAKE FROST PARK
RECREATION CENTER
GREENBRIER PARK
FOXTAIL PALMS
CHRISTMAS PALMS PARK
SABAL PALM PARK
SAGO PARK
ROYAL PALM PARK
LAKEWOOD GARDENS PARK

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
S Haverhill Rd
Purdy Ln
Alemeda Dr
Dolan Rd
Cresthaven Blvd
Park Ln
Greenbrier Dr
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data provided by Village of Palm Springs. Nearby parks obtained from Palm Beach County Open Data.

Layout: 018 Parks and Open Space
Date Exported: 10/31/2024 11:56 AM

Village of Palm Springs Historic Structures

No Historic Properties

Village Limits

Summit Blvd
Kirk Rd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
Cresthaven Blvd
S Haverhill Rd
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes:

Layout: 019 Historic Structures
Date Exported: 10/31/2024 11:56 AM

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

Map Notes: Data provided by Village of Palm Springs.

Layout: 020 Annexation Agreement
Date Exported: 10/31/2024 11:57 AM

NORTHSTAR GEOMATICS
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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

Summit Blvd
Davis Rd
S Congress Ave
S Florida Mango Rd
Forest Hill Blvd
S Military Trl
Purdy Ln
Kirk Rd
Alemeda Dr
Dolan Rd
Park Ln
Greenbrier Dr
10th Ave N
Boutwell Rd
Bowman St
Lakewood Rd
Lake Worth Rd
2nd Ave N
6th Ave S
Melaleuca Ln
Lake Osborne Dr

N

0 0.3 0.6 Miles

THE VILLAGE OF PALM SPRINGS FLORIDA

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

BONNIE LANDRY &ASSOCIATES
Professional Planning Services

Map Notes: Data obtained from palm beach county open data on 4/4/2024

Layout: 021 TCEA
Date Exported: 10/31/2024 11:57 AM

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #22: Proposed Resolution No. 2024-47 - Hours of Operation Variance (PSV24-07) - El Torito Sports Pub & Cantina - 4469 South Congress Avenue Suite 107-109

SUMMARY: Mr. Kevin McGinley, agent for Congress Pointe, Inc., is requesting a variance **(PSV24-07)** to deviate from Section 14-61, "Hours of Operation of Establishments where served", which specifies that all establishments effectively annexed into the Village limits after September 11, 2014, shall comply with the hours of operation set in this section, which limits the hours of operation in all establishments that serve alcoholic beverages on-premises, from 7:00 a.m. to 2:00 a.m. The applicant requests a three-hour deviation to allow the existing 8,500 s.f. sports bar to be open until 5:00 a.m., Thursday through Sunday.

Note: The property was annexed into the Village on December 15, 2016, and has been operating as a sports bar with live entertainment and doing business until 5:00 a.m.

Staff have reviewed the application and found the proposed request is inconsistent with the goals, objectives, and policies of the Village's Comprehensive Plan. The staff does not support the applicant's request, finding that Section 34-603(b) "Variance" criteria have not been adequately demonstrated and based on concerns that granting the variances will encounter public interest and may contribute to factors negatively affecting public welfare.

This recommendation is given considering that this business has been creating significant calls for services for the last two years, which indicates that they occurred due to an active nightclub remaining open after 2:00 a.m. Consistent complaints about trespassing, intoxicated people, disturbances, and other incidents are noted in the attached public safety report provided by the Village of Palm Springs Police Department.

The proposed variance may have a detrimental impact on surrounding properties in terms of crime, disturbance, safety, and other potential nuisances. Additionally, the existing extended hours of operations shall not confer any rights or privileges to the applicant to proceed with non-compliance with the Village's code.

Should the Village Council desire to recommend approval of the application, the Staff recommend that said motion be subject to the conditions listed on the Staff Report.

FISCAL IMPACT:

The proposed request is not expected to provide a direct fiscal impact on the Village; however, if approved, it would require various Village services that will result in increased expenditures on the Village.

ATTACHMENTS:

1. Proposed Resolution No. 2024-47 - Hours of Operation (PSV24-07) - El Torito Sports Pub & Bar - 4469 South Congress Avenue Suite 107-109
2. Applicant Justification Statement
3. Congress Point Plaza - Police Call Reports - (Years 2023 and 2024)
4. Congress Pointe - Officer Castro - Finding Observations
5. Congress Point - Lighting Report
6. Proposed Photometric Plan

RESOLUTION NO. 2024-47

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY EL TORITO SPORTS PUB & CANTINA, ("APPLICANT"), FOR A VARIANCE (PSV 24-07) FROM SECTION 14-61 OF THE VILLAGE CODE OF ORDINANCES TO ALLOW THE HOURS OF OPERATION FOR A THREE (3) HOUR DEVIATION TO ALLOW THE SPORTS BAR TO BE OPEN UNTIL 5:00 AM, THURSDAY THROUGH SUNDAY, FOR THE PROPERTY LOCATED AT 4469 SOUTH CONGRESS AVENUE SUITE 107-108; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 14-61 specifies all establishments effectively annexed into the village limits after September 11, 2014, shall comply with the hours of operation established in this section, which restricts the hours of all establishments in which alcoholic beverages are served for on-premise consumption, from 7:00 AM to 2:00 AM; and

WHEREAS, an application for a variance (PSV 24-07) from Section 14-61 of the Village Code has been received by El Torito Sports Pub & Cantina ("Applicant"), to allow a variance to extend the hours of operation until 5:00 AM for 4469 South Congress Avenue, Suite 107-109; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council, having received and considered the request of the El Torito Sports Pub & Cantina ("Applicant"), for a variance (PSV24-07) from Section 14-61 of the Village Code to allow a variance to extend the hours of operation from 7:00 AM to 2:00 AM for 4469 South Congress Avenue, Suite 107-109; and the same having been heard in Regular Session on October 10, 2024; and having been otherwise fully apprised of the premises herein, the Village Council hereby finds that the Applicant **(has/has not)** met the criteria required to permit a variance, and hereby **(approves/denies)** the said application as proposed.

a. Notwithstanding any exceptions, conditions, or other approvals or denials granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	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 the Resolution duly passed and adopted this _____ day of November 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

SECTION 8 – VARIANCE ONLY
(Administrative / Standard / Hours of Operation / Sign)

Related Applications_____

Code Section: Sec. 14-61 Hours of Operation where Alcohol is Served

Required: 7:00 a.m. to 2:00 a.m. except Sunday - 12:00 NOON to 2:00 a.m.

Request: 8:00 p.m. to 5:00 a.m., Thursday - Sunday

Details of Variance Request or Appeal:

The El Torito has operated at this location since 1997 with hours of operation Thursday through Sunday 8:00 p.m. to 5:00 a.m. The property was annexed into the Village in 2016 and continued the same operation until December 2023 when the owner was notified that Sec. 14-61 would be enforced, which required all existing establishments annexed into the Village after September 11, 2014 be limited to 2:00 a.m. closing.

ATTACH NARRATIVE AS ADDITIONAL PAGE(s)

Chapter 34, Section 34-602 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(b)(1) of the Code. The statement must include comments on each of the following individually:

a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same Planning, Building & Zoning district.
b. That the special conditions and circumstances do not result from the actions of the applicant.
c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.
d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.
g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

a. **That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same Planning, Building & Zoning district.**

El Torito operated in the unincorporated area of Palm Beach County from 1997 to 2016 (19 years) with closing hours until 5:00 a.m. In 2016, at the behest of the Village Manager, the owner agreed to annex into the Village. The Manager assured the owner that there were benefits to being in the Village and that he would be able to continue his business operation as it was then operated. From 2016 until December 2023, El Torito continued to operate from 8:00 p.m. to 5:00 a.m. Thursday through Sunday. In December 2023, the owner received a letter from the Village Manager seeking to enforce a 2:00 a.m. closing time. El Torito has been in business at this location for 27 years. The conditions are specific and unique to this business.

b. **That the special conditions and circumstances do not result from the actions of the applicant.**

The special conditions are not the result of any actions by the applicant in that the same operation has existed for 27 years, and only the effort to enforce alternate hours of operation (2:00 a.m.) have resulted in the need for this variance.

c. **That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same Planning, Building & Zoning district.**

No special privilege will be conferred on the applicant. The variance will allow him to continue with the status quo that has existed for 27 years (8 years in the Village). There are other businesses in close proximity which are open to 5:00 a.m. and 24 hours respectively.

d. **That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same Planning, Building & Zoning district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.**

Literal interpretation will deprive the applicant the right which he has had since 1997 with the last 8 years being in the Village. There are no known similarly situated properties. By depriving the applicant of his ability to serve the clientele he has served with the 5:00 a.m. closing hours and will work an unnecessary and undue hardship because it will force the applicant out of business. The business is a late-night operation. It will deprive his clientele of this popular late-night destination and result in the loss of jobs to employees and untold business damages.

e. **That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.**

The requested variance is the minimum required to allow the applicant to continue to operate as he has for the 27 years (8 years in the Village).

f. **That the granting of the variance will be in harmony with the general intent and purpose of this chapter.**

Since El Torito has operated at this location for almost 3 decades, it is clearly in harmony with the general intent and purpose of the Chapter.

g. **That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.**

The variance will serve to preserve the status quo and will not be injurious or otherwise detrimental to the public welfare.

#5517673 v1 33157-00001

PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-584-8300 · vpsfl.org

Below is a listing of the last two year's significant calls for service in the Congress Point Plaza that occurred after 1:30 A.M., which indicate that they occurred due to an active nightclub remaining open after 2:00 A.M. It should also be noted that an analysis of all calls for the same location occurring in calendar year 2023 revealed that 36% of calls occurred after 2:00 A.M.

January 2023

23-00627 @ 0210hrs / Intoxicated male refusing to leave property. Arrested
23-00635 @ 0349hrs / Victim was punched inside Tacos Al Carbon. FD responded.
23-01082 @ 0341hrs / Intoxicated subject inside club refusing to leave property. Arrested.
23-01134 @ 0454hrs / W/M stole victim's wallet and phone in front of Food Point.

February 2023

23-02701 @ 0615hrs / Several intoxicated subjects causing disturbance outside Tacos Al Carbon
23-03245 @ 0307hrs / Victim had wallet stolen while inside El Torito.
23-03252 @ 0615hrs / Vehicle stolen from Wings Plus parking lot while at Tacos Al Carbon.
23-03951 @ 0635hrs / Victim stated money was stolen by a female while at El Torito.
23-04383 @ 0445hrs / Intoxicated subject at Mr. Pizza. Arrested by LCS detail officer.

March 2023

23-04984 @ 0223hrs / Wallet believed to have been stolen while at El Torito.
23-04987 @ 0253hrs / Wallet was stolen while at El Torito.
23-05043 @ 0237hrs / 2 females in physical altercation at El Torito.
23-05550 @ 0307hrs / El Torito security stopped a male believed to be stealing wallets.
23-05560 @ 0440hrs / Possibly drunken male called 911. Someone trying to sell him drugs.
23-05565 @ 0746hrs / Male trying to stab people. Multiple 911 calls.
23-06033 @ 0442hrs / Disturbance involving several subjects in parking lot.
23-06501 @ 0800hrs / Four intoxicated males sleeping in front of closed club. Arrest.
23-06798 @ 0700hrs / Code Violations. Officer documented several plaza life safety issues.

April 2023

23-07112 @ 0519hrs / Female upset and needed a ride.
23-07255 @ 0453hrs / During closing, officer heard 3 shots fired in parking lot. Vehicle fled.
23-07332 @ 0453hrs / Aggressive subject trespassed from Food Point.
23-07645 @ 0414hrs / Subject with mouth injury.
23-07722 @ 0538hrs / 6 to 8 subjects fighting by El Torito with injuries. Fire Rescue responded.
23-08327 @ 0348hrs / Disturbance with subjects in traffic altercation.
23-09558 @ 0319hrs / Disturbance in club moved to fight in parking lot. Arrest made.
23-09560 @ 0421hrs / Two females fighting in parking lot.

May 2023

23-09615 @ 0423hrs / 911 Hang up from plaza.
23-09634 @ 0700hrs / Female was drinking at El Torito all night and friend hit her at Mr. Pizza.
23-10030 @ 0130hrs / LCS Officer exposed to white powder during arrest. Officer taken to JFK.
23-10634 @ 0528hrs / 911 call for battery. Officers could not find victim.
23-11334 @ 0154hrs / Vehicle crash in the parking lot.
23-11920 @ 0207hrs / Intoxicated male threw bottle toward El Torito security and shattered.

June 2023

23-12460 @ 0314hrs / 911 hang up. GOA.
23-12462 @ 0441hrs / Male said battered in mouth by El Torito security and removed from club.
23-12925 @ 0329hrs / Female hit in the face with a beer bottle inside El Torito. FD responded.
23-12926 @ 0329hrs / Male causing a disturbance and removed from club. Arrested for trespass.
23-12927 @ 0406hrs / Altercation inside El Torito. Trespassed.
23-14089 @ 0149hrs / Female removed for disturbance and said punched in face by security.

July 2023

23-16101 @ 0619hrs / Intoxicated male approached Tacos Al Carbon employee with a weapon.
23-16414 @ 0411hrs / Several males throwing bottles outside Food Point.

August 2023

LC23-3856 @ 0306hrs / Detail officer battery arrest. Trespass from property.
23-17422 @ 0520hrs / Female battered in club. Claimed people using drugs in bathroom.
23-17474 @ 0644hrs / Subject sleeping outside Food Point. Had taken Uber to club.
23-17517 @ 0140hrs / Intoxicated male in argument in Food Point parking lot.
23-17966 @ 0154hrs / Victim sleeping in car - Was battered and wallet stolen.
23-17967 @ 0213hrs / Driver requested tow truck because intoxicated.
23-17978 @ 0600hrs / 2 intoxicated subjects in altercation with Tacos Al Carbon security.
LC23-4090 @ 0232hrs / Intoxicated male battered with facial injuries. Transported to JFK.

September 2023

23-19189 @ 0444hrs / 2 males fighting – One with boxcutter. Ended up at Food Point.
23-19423 @ 0353hrs / 2 males fighting in bathroom. One claimed the other stole his necklace.
23-19429 @ 0742hrs / Male found sleeping in front of Book Smart.
23-20368 @ 0219hrs / Male called about altercation. Club security advised none. GOA.
23-20374 @ 0507hrs / 911 call for police. Hung-up on call back. GOA
23-20503 @ 1030rs / 2 males sleeping outside El Torito. Arrested – previous trespass warning.

October 2023

LC23-4506 @ 0323hrs / Fight between subjects in club. Female refused to leave and arrested.
23-20930 @ 1007hrs / Intoxicated subject at Food Point trying to fight with employee. Trespass.
23-20933 @ 1102hrs / Same subject from last call arrested at Metro PCS store for trespass.
23-20970 @ 0436hrs / Intoxicated subject calling 911 at Food Point.

23-22422 @ 0320hrs / Suspicious incident. No further information.
23-22424 @ 0655hrs / Drunk male claimed robbed while sleeping in truck. Items in vehicle.
23-22853 @ 0244hrs / Crash in parking lot – DUI Arrest.
23-22859 @ 0450hrs / Intoxicated subject being uncooperative. He left the area.
23-22929 @ 0136hrs / Detail officer reported subjects arguing. Leaving upon officer's arrival.
23-22936 @ 0447hrs / Female in a disturbance with El Torito security.

November 2023
23-23816 @ 0346hrs / Detail officer reported. Fight with an Arrest
23-23852 @ 0331hrs / Verbal argument at Food Point.
23-24203 @ 0445hrs / Vehicle burglary while victim inside El Torito.
23-24249 @ 0232hrs / Disturbance in plaza. GOA.
23-24256 @ 0404hrs / Victim stated subjects held him down and took wallet in parking lot.

December 2023
23-25188 @ 0136hrs / Shots fired in area of plaza. Nothing found.
LC23-05245 @ 0501hrs / Detail officer towed car for drunk driver.
23-25617 @ 0602hrs / Intoxicated male said drug dealer took his money at Food Point.
23-25935 @ 0245hrs / Intoxicated male interfering with FD on medical call at Food Point.
23-26537 @ 0253hrs / DUI Arrest from parking lot crash with PD car. Male drinking at El Torito.
23-26616 @ 0253hrs / Male bumped into male in bathroom and hit in head with bottle.
23-26618 @ 0407hrs / Male causing disturbance said club security battered him by removing.
23-26619 @ 0513hrs / Male & female met in club and fought in Tacos Al Carbon parking lot.
23-27153 @ 0136hrs / Intoxicated male said El Torito security took his money and wallet.
23-27157 @ 0200hrs / Hit and run crash in parking lot. GOA

January 2024
24-0006 @ 0937hrs / Male passed out in grass in front of Food Point.
24-0453 @ 0318hrs / Male lost his bracelet in El Torito.
24-0463 @ 0833hrs / El Torito employee's vehicle vandalized while working.
24-0788 @ 0327hrs / Battery in club between 2 females ended up outside. Arrest made.
24-1235 @ 0303hrs / Male called 911 three times for help at El Torito. GOA.

February 2024
24-2447 @ 0235hrs / Pickpocketing of wallet from male while in El Torito.
24-2451 @ 0437hrs / Pickpocketing of wallet from male while in El Torito.
24-2564 @ 0144hrs / Females fighting in El Torito parking lot.
24-2879 @ 0408hrs / Two males fought outside El Torito in front of detail officers.
24-2881 @ 0604hrs / 4 intoxicated males refusing to leave plaza.
24-2976 @ 0137hrs / Boyfriend and girlfriend altercation in club and female hit in parking lot.

March 2024

24-5432 @ 0530hrs / Club was open until 5:30 a.m. Told multiple times to close.
24-6013 @ 0530hrs / Detail officer called out extremely intoxicated subject. Transported home.
24-6692 @ 0313hrs / Drunk male with bruises and bloody nose lying in parking lot.
24-6697 @ 0604hrs / Intoxicated male refusing to leave Tacos Al Carbon.
24-7375 @ 0351hrs / Intoxicated male refusing to leave Tacos Al Carbon.

May 2024

24-10540 @ 0406hrs / Males removed from property.
24-12483 @ 0310hrs / Vehicle burglarized while victim inside El Torito.

June 2024

24-13096 @ 0131hrs / Security requested subject trespassed. Returned twice and arrested.
24-13695 @ 0348hrs / 2 males causing a disturbance in the club and refused to leave. Arrested.
24-14706 @ 0526hrs / Disturbance between 2 groups from El Torito at Tacos Al Carbon. One pulled out a rifle in parking lot. Arrested.

July 2024

24-15757 @ 0605hrs / Intoxicated subject causing a disturbance at Tacos Al Carbon.
24-16788 @ 0141hrs / Male sleeping outside Food Point. Previously trespassed / arrested.
24-17097 @ 0301hrs / Female in parking lot. Previous trespass warning / arrested.
24-17598 @ 0320hrs / Male kicked a tree in front of club and hurt foot. Transport to hospital.

August 2024

24-18178 @ 0149hrs / Altercation in parking lot, and subject possibly aimed a gun at the victim.
24-18181 @ 0235hrs / Parking lot crash. Driver was stopped trying to leave. Went into club.
24-18212 @ 0218hrs / The above driver's wallet stolen while in El Torito.
24-18707 @ 0422hrs / 2 subjects removed from club. Threatened and attempted to bribe officer.
24-18807 @ 0231hrs / Subject removed from El Torito twice and arrested at Tacos Al Carbon.
24-19486 @ 0305hrs / Male told to leave and continually called 911.
24-20164 @ 0337hrs / Vehicle burglary while victims were in El Torito.
24-20169 @ 0457hrs / Wallet was thought to have been lost in El Torito. (Other reported thefts)

September 2024

24-20897 @ 0316hrs / Wallet stolen while in El Torito.
24-20898 @ 0451hrs / Wallet stolen while in El Torito. Other victims did not complete a report.
24-20989 @ 0150hrs / Male sleeping near El Torito. Trespassed.
24-22112 @ 0154hrs / Reckless drunk driver in parking lot.
24-22115 @ 0300hrs / Male was in club and outside was chased by others. Phone possibly stolen
24-22277 @ 0241hrs / Female sleeping outside Food Point.

PALM SPRINGS POLICE DEPARTMENT

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Review for Planning & Zoning Division

Reviewer: Officer Frank Castro, FCP-FCPP fcastro@vpsfl.org
561-584-8300 ext. 8762 office

Lighting Review Summary: TK24-43234

Date & Time: September 18, 2024, approximately 2030 hours (after dark)

Location: Congress Pointe Plaza, 4455 S. Congress Ave., Palm Springs, FL 33461

Observations:

1. Non-Functioning Fixtures: Approximately seven light fixtures were either not on or not working throughout the plaza.
2. Tree Canopies: Overgrown tree canopies are obstructing several light fixtures, preventing them from properly illuminating the parking lot areas.
3. Insufficient Lighting: There is a need for an additional lighting fixture or wall pack between the two buildings near the Wings Plus restaurant on the west side of the plaza.
4. No Security Cameras: There were no visible security cameras around the parking lot areas, further contributing to the security risks.
5. Lights On During Daytime: Some lights near the tower are on during daylight hours, indicating a potential issue with the timing or automatic control systems for the lighting.

Potential Risks:

The combination of poor lighting and the absence of security cameras increases the likelihood of crimes such as:

- Robbery / Armed Robbery
- Assault / Battery
- Vehicle Theft
- Vandalism
- Auto Burglary

These security gaps pose a significant threat to the safety of visitors and may lead to more frequent calls for service. Enhancing or repairing the existing lighting infrastructure would contribute to a more secure and safer environment for visitors.

Recommendations:

- Repair and Improve Lighting: Address non-functioning light fixtures and install an additional light fixture or wall pack between the two buildings near the Wings Plus restaurant on the west side of the building.

- Trim Tree Canopies: Remove or trim tree canopies obstructing the light fixtures to ensure proper illumination of the parking lot.
- Install Security Cameras: Installing security cameras around the parking lot areas would act as both a deterrent for criminal activity and a tool for investigations, should crimes occur.

- Fix Lighting Timers/Controls: Investigate and correct the issue causing lights near the tower to stay on during daylight hours.

Next Steps:

- A lighting spot check will be conducted using an NIST-certified Xtech Light Meter SDL 400 to measure light levels and ensure compliance with safety standards.




TACOS AL CARB















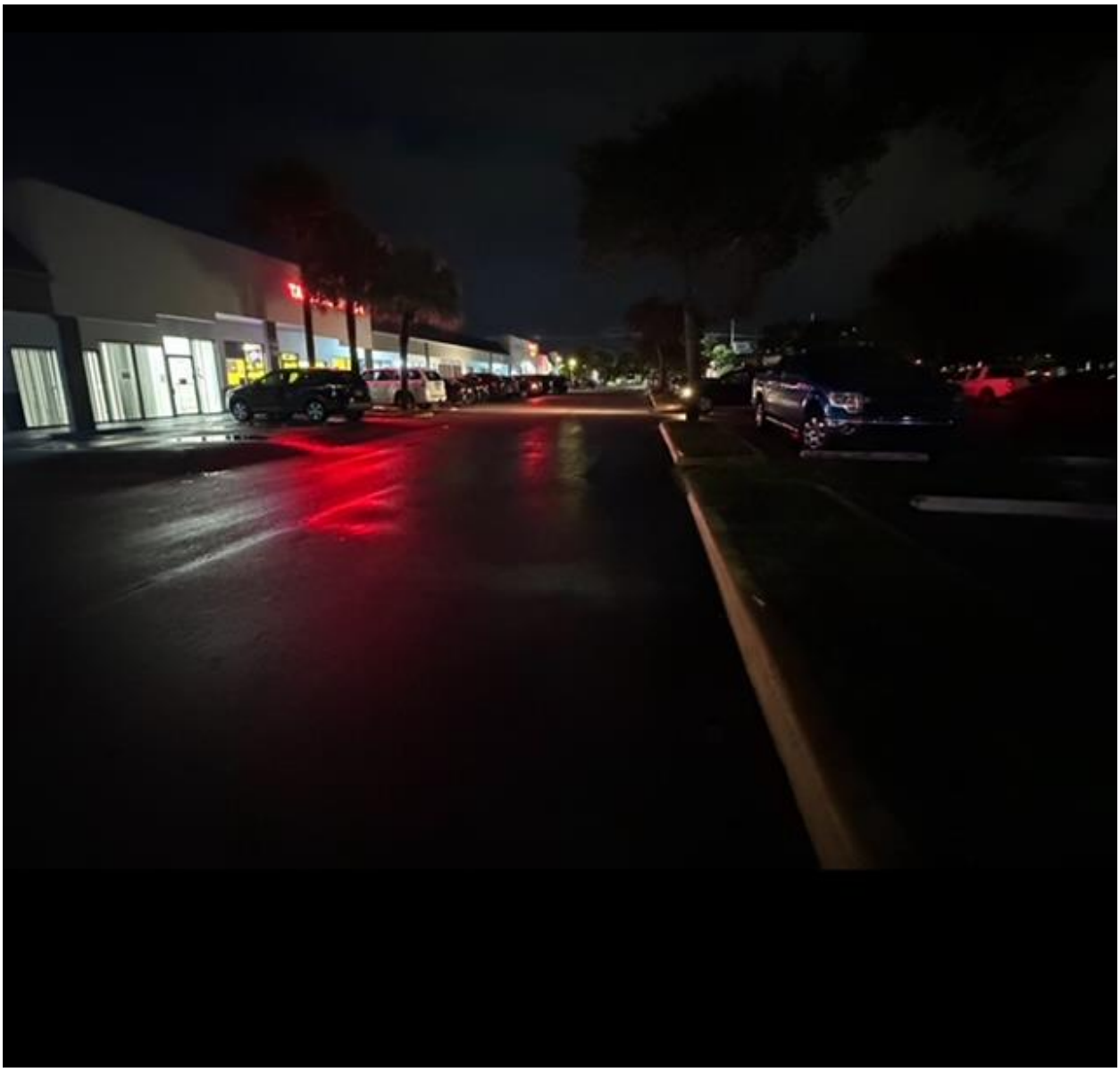









RITO
The Merlo












CLEARANCE 9'-0"
SPICY
10 PC.
BREAKFAST
BURRITO







PALM SPRINGS POLICE DEPARTMENT

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September 27, 2024

Review for Planning & Zoning Division

Reviewer: Officer Frank Castro, FCP-FCPP fcastro@vpsfl.org
561-584-8300 ext. 8762 office

Lighting Review Summary: TK24-43234
Date & Time: September 25, 2024, approximately 2048 hours (after dark)
Location: Congress Pointe Plaza, 4455 S. Congress Ave., Palm Springs, FL 33461
Instrument Used: NIST-Certified XTECH Light Meter SDL 400 Weather Conditions: Cloudy

Summary of Inspection:

On the evening of September 25, 2024, a lighting assessment / spot check of the lighting levels was conducted at Congress Point Plaza, 4455 S. Congress Avenue, Palm Springs FL. The assessment began at 2048hrs (8:48pm), well after sunset, 19:16hrs (7:16pm).

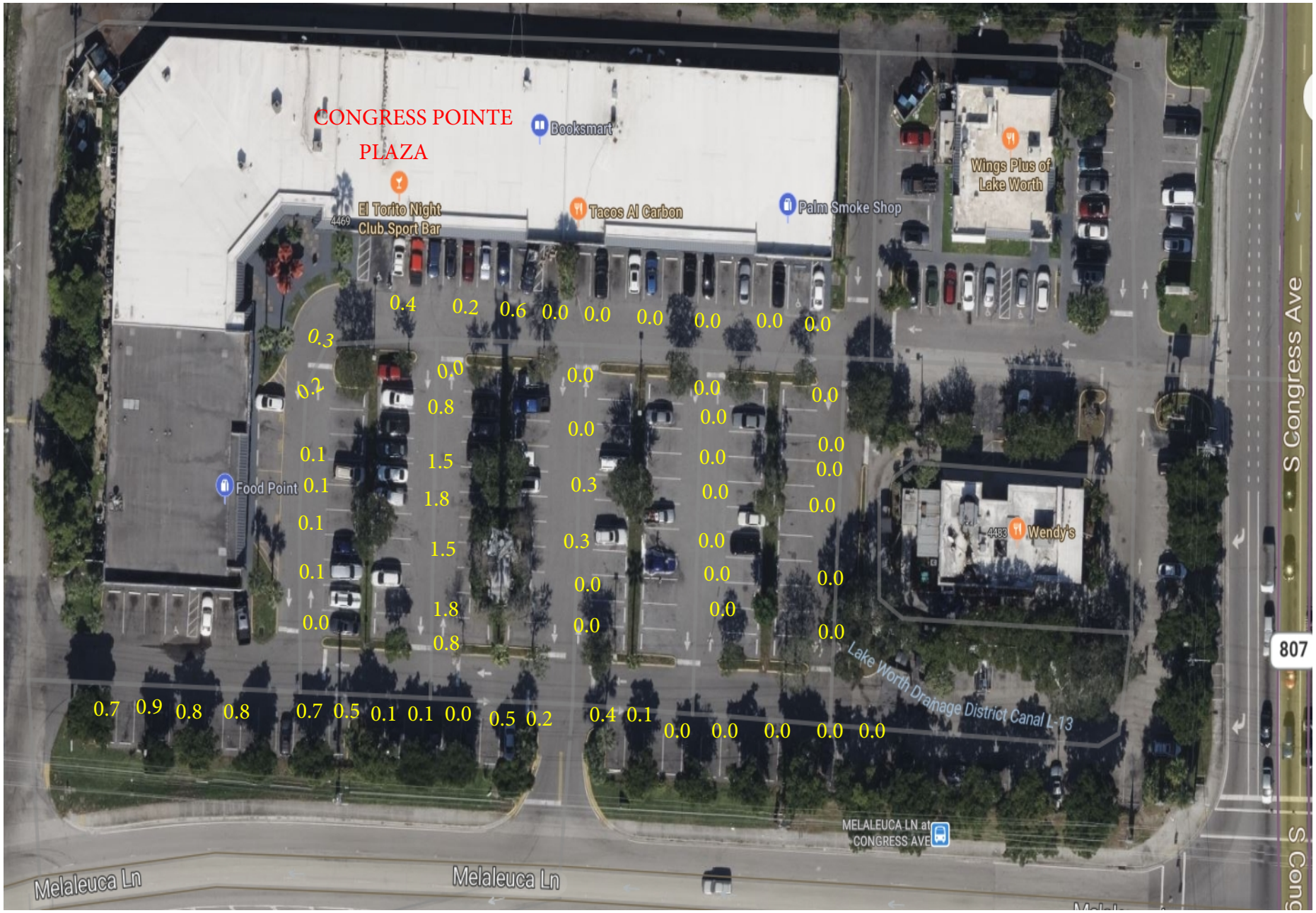
The lighting spot check assessment does not match the photometric sheet (PH-01) submitted on August 16,2024. There are clear discrepancies between the on-site lighting conditions and the projected lighting levels documented in the photometric report. The current site lighting needs to be improved to meet the standards specified in the Village Code outdoor lighting Section 34-1364

Below are the 60 readings that were taken with a NIST certified Extech SDL400, serial# Z417441.

Place	Date	Time	Value	Unit
P 1	9/25/2024	20:48:23	0.7	Ft cd
P 2	9/25/2024	20:48:33	0.9	Ft cd
P 3	9/25/2024	20:48:44	0.8	Ft cd
P 4	9/25/2024	20:48:56	0.7	Ft cd
P 5	9/25/2024	20:49:10	0.5	Ft cd
P 6	9/25/2024	20:49:22	0.1	Ft cd
P 7	9/25/2024	20:49:32	0.1	Ft cd
P 8	9/25/2024	20:49:45	0	Ft cd
P 9	9/25/2024	20:49:56	0	Ft cd
P 10	9/25/2024	20:50:22	0.5	Ft cd
P 11	9/25/2024	20:50:33	0.2	Ft cd
P 12	9/25/2024	20:51:47	0	Ft cd

P 13	9/25/2024	20:51:57	0.1	Ft cd
P 14	9/25/2024	20:52:08	0.1	Ft cd
P 15	9/25/2024	20:52:17	0	Ft cd
P 16	9/25/2024	20:52:28	0.1	Ft cd
P 17	9/25/2024	20:52:41	0.2	Ft cd
P 18	9/25/2024	20:53:14	0.4	Ft cd
P 19	9/25/2024	20:53:28	0.1	Ft cd
P 20	9/25/2024	20:53:39	0	Ft cd
P 21	9/25/2024	20:53:53	0	Ft cd
P 22	9/25/2024	20:54:07	0.2	Ft cd
P 23	9/25/2024	20:54:21	0.8	Ft cd
P 24	9/25/2024	20:54:34	1.5	Ft cd
P 25	9/25/2024	20:54:46	1.8	Ft cd
P 26	9/25/2024	20:54:57	1.5	Ft cd
P 27	9/25/2024	20:55:10	0.8	Ft cd
P 28	9/25/2024	20:55:50	0	Ft cd
P 29	9/25/2024	20:56:00	0.3	Ft cd
P 30	9/25/2024	20:56:16	0.3	Ft cd
P 31	9/25/2024	20:56:27	0	Ft cd
P 32	9/25/2024	20:56:43	0	Ft cd
P 33	9/25/2024	20:56:57	0	Ft cd
P 34	9/25/2024	20:57:05	0	Ft cd
P 35	9/25/2024	20:57:17	0	Ft cd
P 36	9/25/2024	20:57:47	0	Ft cd
P 37	9/25/2024	20:57:53	0	Ft cd
P 38	9/25/2024	20:58:09	0	Ft cd
P 39	9/25/2024	20:58:22	0	Ft cd
P 40	9/25/2024	20:58:30	0	Ft cd
P 41	9/25/2024	20:58:41	0	Ft cd
P 42	9/25/2024	20:59:02	0	Ft cd
P 43	9/25/2024	20:59:12	0	Ft cd
P 44	9/25/2024	20:59:19	0	Ft cd
P 45	9/25/2024	20:59:29	0	Ft cd
P 46	9/25/2024	20:59:40	0	Ft cd
P 47	9/25/2024	20:59:49	0	Ft cd
P 48	9/25/2024	21:00:00	0	Ft cd
P 49	9/25/2024	21:01:13	0	Ft cd
P 50	9/25/2024	21:01:20	0	Ft cd
P 51	9/25/2024	21:01:30	0	Ft cd
P 52	9/25/2024	21:02:09	0	Ft cd
P 53	9/25/2024	21:02:15	0	Ft cd
P 54	9/25/2024	21:02:24	0	Ft cd
P 55	9/25/2024	21:02:35	0	Ft cd

P 56	9/25/2024	21:02:41	0	Ft cd
P 57	9/25/2024	21:02:50	0	Ft cd
P 58	9/25/2024	21:02:57	0.1	Ft cd
P 59	9/25/2024	21:03:04	0	Ft cd
P 60	9/25/2024	21:03:10	0	Ft cd


CONGRESS POINTE
PLAZA
Booksmart
El Torito Night
Club Sport Bar
4469
Tacos Al Carbon
Palm Smoke Shop
Wings Plus of
Lake Worth
Food Point
4483
Wendy's
S Congress Ave
807
Lake Worth Drainage District Canal L-13
MELALEUCA LN at
CONGRESS AVE
Melaleuca Ln
Melaleuca Ln
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0.3
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1.8 0.0 0.0
0.0 0.8 0.0 0.0
0.7 0.9 0.8 0.8 0.7 0.5 0.1 0.1 0.0 0.5 0.2 0.4 0.1 0.0 0.0 0.0 0.0 0.0

PHOTOMETRIC PLAN - CONGRESS POINT PLAZA



PHOTOMETRIC TABLE:

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Lum. Watts	M.H.	Arm
	4	A	Back-Back	EXISTING POLE NEW LUMINAIRE - HILUMZ: HLAR03-200-U-50K-T5	0.950	199.114	25	1.5
	1	B	Back-Back	EXISTING POLE NEW LUMINAIRE - HILUMZ: HLAR03-150-U-50K-T5	0.950	135.198	25	1.5
	2	C	Single	EXISTING POLE NEW LUMINAIRE - HILUMZ: HLAR03-150-U-50K-T4	0.950	134.943	25	1.5
	1	D	Single	EXISTING POLE NEW LUMINAIRE - HILUMZ: HLAR03-150-U-50K-T3	0.950	135.924	25	1.5
	3	E	Back-Back	NEW LOCATION - HILUMZ: HLAR03-150-U-50K-T5	0.950	135.198	25	1.5
	1	F	Single	NEW LOCATION - HILUMZ: HLAR03-150-U-50K-T3	0.950	135.924	25	1.5
	2	W	Single	NEW WALLUNIT - AGL: IRIS-SM60-M120-277V-BR-50K-T4-FULL CUTOFF	0.950	60.6952	18	0
	2	X1	Single	EXISTING: HILUMZ: HLAR03-75-U-50K-T5	0.950	76.2739	25	1.5
	2	X2	Back-Back	EXISTING: HILUMZ: HLAR03-75-U-50K-T5	0.950	76.2739	25	1.5
	1	X3	3 @ 120 Degrees	EXISTING: HILUMZ: HLAR03-150-U-50K-T3	0.950	135.924	35	6

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	4.83	10.94	1.12	4.31	9.77
ROW - HORIZONTAL	Illuminance	Fc	0.61	3.24	0.03	20.33	108.00
ROW - VERTICAL	Illuminance	Fc	0.65	2.73	0.00	N.A.	N.A.
NON-RESIDENTIAL - HORIZONTAL	Illuminance	Fc	0.03	2.13	0.00	N.A.	N.A.
NON-RESIDENTIAL - VERTICAL	Illuminance	Fc	0.02	0.19	0.00	N.A.	N.A.

Luminaire Location Summary

		Insertion Point			
LumNo	Label	X	Y	Z	Orient
1	A	336	304.264	25	0
2	A	336	411.555	25	0
3	A	472	395.721	25	0
4	A	472	304.218	25	0
5	B	604.726	514.285	25	90
6	C	747.55	524.153	25	180
7	C	747.55	487.339	25	180
8	D	233.465	248.639	25	90
9	E	539.804	411.555	25	0
10	E	539.804	304.264	25	0
11	E	404.188	411.555	25	0
12	F	647.12	486.679	25	270
13	W	267.583	319.512	18	270
14	W	209.68	319.512	18	270
15	X1	632.321	395.327	25	180
16	X1	659.483	395.327	25	0
17	X2	632.269	312.019	25	0
18	X2	735.189	404.926	25	90
19	X3	404.122	338.874	35	343.808

FOR LIGHT INFO, PLEASE CONTACT:
MAINNOR PINO AT LIGHTWORKS, INC.
561-641-5570 / 561-373-9004

SUBSTITUTIONS ARE NOT ALLOWED UNLESS APPROVED BY THE ENGINEER OF RECORD. CONTRACTOR TO SUBMIT A SIGNED AND SEALED PHOTOMETRIC PLAN AT TIME OF APPROVALS.

William E. Pino, PE

Digitally signed by William E. Pino, PE
Date: 2024.08.16 15:31:23 -04'00'

TABLE OF CONTENTS:

PH-01	OVERALL SITE PLAN & PHOTOMETRIC TABLE
PH-02	OVERALL SITE SCALED AT 1" = 30'
PH-03	PHOTOMETRIC VALUES
PH-04	POLE AND FIXTURE DETAILS

THE SIGNATURE AND SEAL HEREBY AFFIXED BY THIS ENGINEER APPLIES SOLELY TO THE METHOD AND INPUT DATA USED IN THE GENERATION OF THIS COMPUTER PRINTOUT.

No.	REVISION	DATE	BY

MAINNOR PINO ENGINEERING
7442 SW 48th Street, Miami, FL 33155
(305) 458-4551 / (305) 676-8984
FL PE Certificate No.: 00008731

ELECTRICAL ENGINEER:
WILLIAM E. PINO
FLORIDA P.E.: # 32026

SEAL

SCALE: NTS
DESIGNED BY: SB
DRAWN BY: SB
CHECKED BY: WP

DESCRIPTION: OVERALL SITE

PROJECT: CONGRESS POINT PLAZA
PALM SPRINGS, FLORIDA

DATE 07/10/2024
PROJECT NO. M24024L
SHEET NUMBER **PH-01**

Congress Point

THE SIGNATURE AND SEAL HEREBY AFFIXED BY THIS ENGINEER CERTIFIES ONLY THE METHOD AND INPUT DATA USED IN THE GENERATION OF THIS COMPUTER PRINTOUT.

No.	REVISION	DATE	BY

MATTA ENGINEERING
7442 SW 48th Street, Miami, FL 33155
Tel: (305) 663-4557 Fax: (305) 676-8984
FL PE Certificate No: 00008731

SCALE: 1"=30'
DESIGNED BY: SB
DRAWN BY: SB
CHECKED BY: WP

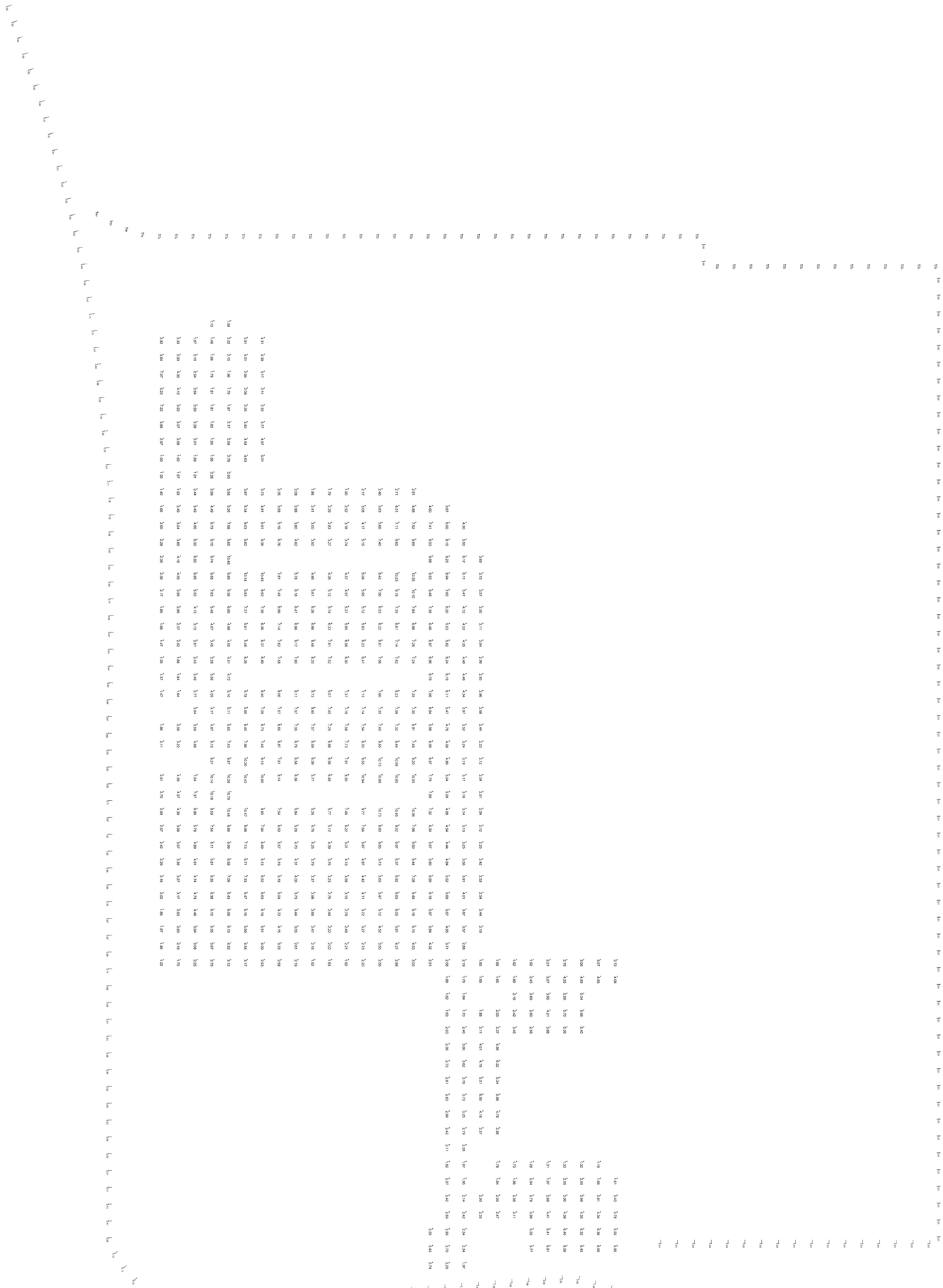
ELECTRICAL ENGINEER:
WILLIAM E. PINO
FLORIDA P.E.: # 32026

SEAL

DESCRIPTION:
OVERALL SITE
SCALED AT 1"=30'

PROJECT:
CONGRESS POINT PLAZA
PALM SPRINGS, FLORIDA

DATE
07/10/2024
PROJECT NO.
M24024L
SHEET NUMBER
PH-02



PROJECT:
CONGRESS POINT PLAZA

PALM SPRINGS, FLORIDA

DESCRIPTION:
PHOTOMETRIC VALUES
EASIER TO READ

SCALE:	1"=30'
DESIGNED BY:	SB
DRAWN BY:	SB
CHECKED BY:	WP

ELECTRICAL ENGINEER:
WILLIAM E. PINO
FLORIDA P.E.: # 32026
SEAL

MainStreet ENGINEERING
7442 SW 48th Street, Miami, FL 33155
Tel.: (305) 456-3505 Fax: (305) 676-8984
FL PE Certificate No.: 00008731

THE SIGNATURE AND SEAL HEREBY AFFIXED BY THIS ENGINEER CERTIFIES COMPLIANCE ONLY OF THE METHOD AND INPUT DATA USED IN THE GENERATION OF THIS COMPUTER PRINTOUT.

No.	REVISION	DATE	BY

SHEET NUMBER **PH-03**
PROJECT NO. M24024L
DATE 07/10/2024

Hilumz
The Professional's LED Retrofit Choice

NightShine Mini+ Area Light
HLAR03 - *Specification Sheet*

40, 75, 100, 120, 150, 200, 240, 300 Watt Area Light System



- Modern Seagull-Curve Design
- Uniform Light (Amber, 3K, 4K, 5K)
- Field Serviceable
- High End Components
- Thermally Proven

5 YEAR WARRANTY

Intertek

A great light module with excellent thermal management and 4-part stacks of 3030 Lumiled LEDs for each, large and efficient optics. All units are stocked to accept a photocell and motion controls. Built in Alpharetta, GA with local customization to meet any specification, the NightShine Mini+ is an excellent area light or flood light.

- *Rugged and simple "one-person install" system*
- *Excellent maintenance and USA warranty support*
- *Highly serviceable*
- *Built on-demand to your specification*



Type IV Standard for limited backlight and forward throw.

Optical Choices

Breathing valve for heat pressure release.

Reliable and universal



Hilumz
The Professional's LED Retrofit Choice

NightShine Mini+ Area Light
HLAR03 - *Specification Sheet*

Performance

Product	Wattage	Replaces	Lumens, 5000K*	Voltage	CRI	Op Temp
HLAR03	40	100W-250W	5,800	100-277V, 270-480V	74+	-40°C +55°C
	75	250W-350W	10,500			
	100	250W-400W	14,100			
	120	250W-400W	16,560			
	150	400W	20,250			
	200	400W-600W	28,200			
	240	750W-1000W	33,400			
	300	1000W	41,500			

* 5000K lumen output times 0.97 factor for 4000K

* 5000K lumen output time 0.94 factor for 3000K

T2/3/4/5 Optical Distribution
Photometric Services Available

Ordering

EXAMPLE **HLAR03-120-U-40K-4-B-SF:** 120 watt unit, 120-277V at 4000K, with T4 optics and slip fitter mount

SKU	Wattage	Voltage	CCT	Optics	Fixture Color	Mounting	Controls	Shield
HLAR03	**40** 75 **100** **120** **150** **200** **240** **300**	**U** (120-277) **H** (277-480)	**50K** 5000K **40K** 4000K **30K** 3000K Amber*	2 T2 3 T3 4 T4 5 T5	D Dark Bronze** B Black W White* Other	**S/RP** Pole Mount (square or round) **TRU** Trunnion **SF** Slip Fitter	**N** None **P** Photocell **P2** Smart Photocell **M** Motion **C** Surge	**SH1** House side **SH2** 4-side drop

** Available with consultation*
*** Primary stock*

HiLumz USA

1335 Ridgeland Parkway
Suite 150
Alpharetta, GA 30004

sales@hilumzusa.com
678-867-9200
HiLumzPRO.com

TYPE A = HLAR03-200-U-50K-T5-D-SF-N-C
TYPE B = HLAR03-150-U-50K-T5-D-SF-N-C
TYPE C = HLAR03-100-U-50K-T4-D-SF-N-C
TYPE D = HLAR03-150-U-50K-T3-D-SF-N-C
TYPE E = HLAR03-150-U-50K-T5-D-SF-N-C
TYPE F = HLAR03-150-U-50K-T3-D-SF-N-C
TYPE X1 = HLAR03-75-U-50K-T5-D-SF-N-C
TYPE X2 = HLAR03-75-U-50K-T5-D-SF-N-C
TYPE X3 = HLAR03-150-U-50K-T3-D-SF-N-C

Hilumz
The Professional's LED Retrofit Choice

NightShine Mini+ Area Light
HLAR03 - *Specification Sheet*

1. Select Output from 5,800 to 41,500 lumens

Build your fixture

Mini

Weight - 40 to 150 Watt	
Light System /including mount	11.5 lbs 13.7 lbs

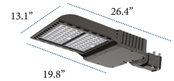
EPA	
Single Head	0.36
Dual Head	0.72
Tri-Head	0.98



Mini+

Weight - 200 to 300 Watt	
Light System /including mount	20.0 lbs 21.1 lbs

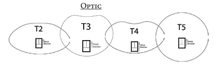
EPA	
Single Head	0.48
Dual Head	0.96
Tri-Head	1.44



2. Select Features

Input Voltage
120-277VAC
480VAC

Optic

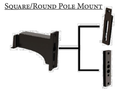


CCT/Color

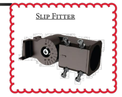


3. Select a Mount

Square/Round Pole Mount



Slip Fitter



Trunnion



4. Select Controls

Photocell



Motion/PIR



Surge Protection



SH1 House Shield



You decide, any quantity. We build, quickly

All Green Lighting, Inc.

TYPE W - WALL MOUNT

IRIS Series

Product Description:

The IRIS Series, available in five different optics, is ideal for various outdoor applications such as landscape lighting, building lighting, facade lighting, sign lighting, etc. The IRIS has over 100,000 calculated life hours. This luminaire is manufactured using waterproof and durable high temperature silicone gaskets using die-cast aluminum housing.



Features:

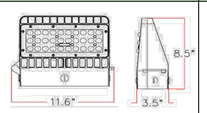
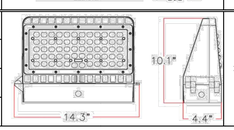
- **Application:** LED Wall Pack
- **Mounting:** Wall Mount
- **Warranty:** 5 Years
- **Operating Temperature:** -40˚F ~ 122˚F
- **Housing Material:** Die cast, marine grade aluminum



Technical Data:

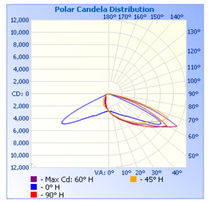
Certifications	**ETL**
CRI	**≥ 70**
IP Rating	**IP65**
CCT	**3000K ~ 5700K**
Input Voltage	**120-277V / 347-480V**

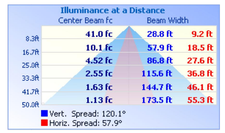
Specifications:

Fixture Model	Total Lumens (50K)	LED Chips	Dimensions (inches)	Weight (lbs)	Beam Angle
IRIS-24W - SM	~3,000	3030		10.8	T2: 85º x 135º T3: 90º x 140º T4: 100º x 140º T5: 120º x 120º
IRIS-48W - SM	~6,500	3030			
IRIS-80W - SM	~10,000	3535			
IRIS-100W - SM	~12,500	5050			
IRIS-80W - LG	~10,000	3030		12.3	
IRIS-100W - LG	~12,500	3030			
IRIS-120W - LG	~15,600	3030			
IRIS-150W - LG	~19,500	3030			

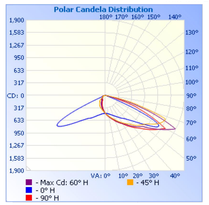
Photometrics:

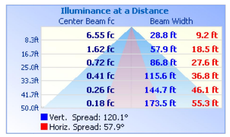
IRIS-LG-150W / T4 / 50K





IRIS-SM-24W / T4 / 50K





Ordering Guide:

IRIS-SM-100W	S100-277V	BL	50K	T3	

Wattage:
IRIS-SM-24W
IRIS-SM-48W
IRIS-SM-80W
IRIS-SM-100W
IRIS-LG-80W
IRIS-LG-100W
IRIS-LG-120W
IRIS-LG-150W
FIXTURE TO BE DIMMED TO 60 WATTS

Voltage:
W120-277V: Weipieng
W347-480V: Weipeng
S120-277V: Sosen
S347-480V: Sosen
M120-277V: Meanwell
M347-480V: Meanwell

Color:
BL: Black (RAL: 9005)
BR: Bronze (RAL:7022)
WH: White MOQ 10 (RAL:9010)

CCT:
30K
40K
50K
57K

Beam Angle:
T2: 85º x 135º
T3: 90º x 140º
T4: 100º x 140º
T5: 120º x 120º

Optional Accessories:
[DM] 1-10V Dimming
[HSS] House Side Shield
[UP] Upward Mount
[TPS] Tamper Proof Screws
[BPC] Button Photocell (N/A for 24W)
[MS] Microwave Motion /Daylight Sensor

www.AllGreenLightingInc.com / E: Sales@AllGreenLightingInc.com / T: (714) 899-9999



EXISTING LUMINAIRES TO BE REPLACED WITH LED LUMINAIRES EXCEPT THOSE OWNED BY WENDY'S (TYPES X1+X2). NEW POLES TO MATCH EXISTING SQUARE POLES.

THE SIGNATURE AND SEAL HEREBY AFFIXED BY THIS ENGINEER CERTIFIES COMPLIANCE ONLY TO THE METHOD AND INPUT DATA USED IN THE GENERATION OF THIS COMPUTER PRINTOUT.

No.	REVISION	DATE	BY

MEP ENGINEERING
7442 SW 48th Street, Miami, FL 33155
(305) 668-4555 Fax: (305) 676-8984
FL PE Certificate No.: 00008731

ELECTRICAL ENGINEER:
WILLIAM E. PINO
FLORIDA P.E.: # 32026
SEAL

SCALE: NTS
DESIGNED BY: SB
DRAWN BY: SB
CHECKED BY: WP

DESCRIPTION:
POLE AND FIXTURE DETAILS

PROJECT:
CONGRESS POINT PLAZA
PALM SPRINGS, FLORIDA

DATE
07/10/2024
PROJECT NO.
M24024L
SHEET NUMBER
PH-04

Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #23: Resolution No. 2024-55 Final Plat to subdivide the property into two single-family lots on the property located at 4084 Linda Lane.

SUMMARY: Mr. Brandon Cabrera from BrandX LLC, owner of the property, has filed a final plat to re-plat the Military Hill IN plat as recorded in Plat Book 23, Page 21 of the Public Records of Palm Beach County, Florida. The applicant proposes subdividing the multifamily lot at 4084 Linda Lane into two (2) separate single-family lots. Each lot will exceed the minimum lot dimension requirements of 64 feet width by 100 feet depth.

The Village's Surveyor, Engenuity Group, Inc., has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

Note: A sidewalk along Linda Lane adjacent to the property must be provided before issuing any Certificate of Occupancy.

The final plat is consistent with the preliminary plat that the Village Council approved at their October 10, 2024, regular meeting.

If approved, the final plat will be recorded in the public records of Palm Beach County before any sales of single-family lots.

FISCAL IMPACT:
The proposed final plat will facilitate the construction of 2 single-family homes, further contributing to the Village's overall property values.

ATTACHMENTS:
1. Proposed Resolution No. 2024-55 - Final Plat -Linda Lane
2. Proposed Final Plat - 4084 Linda Lane - BrandX LLC
3. Letter of Compliance with Florida Statutes - 4084 Linda Lane - BrandX LLC
4. Proposed Site Plan - 4084 BrandX LLC
5. Aerial Map - 4084 Linda Lane - BrandX LLC

RESOLUTION NO. 2024-55

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE FINAL PLAT, SUBMITTED BY BRANDON CABRERA, OWNER OF BRANDX LLC ("OWNER"), TO REPLAT THE MILITARY HILL PLAT INTO TWO (2) SINGLE-FAMILY HOME LOTS AT 4084 LINDA LANE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 10, 2024, the Village Council reviewed and approved the application of Mr. Cabrera, owner of BrandX LLC ("Applicant"), for approval of a final plat to replat the Military Hill Plat into two (2) single family home lots at 4084 Linda Lane; and

WHEREAS, the final plat is consistent with the preliminary plat that was approved by the Village Council October 10, 2024; and

WHEREAS, the recommendation of the Planning and Zoning Board to approve the application has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant for a final plat to subdivide a single parcel of property into two (2) separate lots; and the same having been heard in Regular Session on November 14, 2024, and having been otherwise fully apprised of the premises herein, hereby approved the Final Plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council

Resolution No. 2024-55 Final Plat for 4084 Linda Lane

Member _____ seconded the motion, and upon being put to a 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 M. READY, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this day of November 14, 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

BRANDX SUBDIVISION

A REPLAT OF LOTS 7, 8 & 9, BLOCK F, MILITARY HILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 21, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT BRANDX LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS BRANDX SUBDIVISION, A REPLAT OF LOTS 7, 8 & 9, BLOCK F, MILITARY HILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGE 21, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, SAID LAND IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING ALL OF LOTS 7, 8 & 9, BLOCK F, "MILITARY HILL", PLAT BOOK 23, PAGE 21, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID BLOCK F, SAID CORNER LYING ON THE SOUTH LINE OF THE 40-FOOT RIGHT-OF-WAY FOR "LINDA LANE", AS SHOWN ON SAID PLAT OF MILITARY HILL;
THENCE S88°18'10"E, ALONG SAID SOUTH LINE 799.69 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK F, SAID CORNER BEING THE POINT OF BEGINNING;

THENCE CONTINUE S88°18'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE 150.00 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID BLOCK F;
THENCE S01°43'50"W, ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 145.00 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 6, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 44 OF SAID BLOCK F;
THENCE N88°18'10"W, ALONG THE NORTH LINE OF SAID LOT 44 AND THE NORTH LINE OF LOTS 43 AND 42 OF SAID BLOCK F, A DISTANCE OF 150.00 FEET, TO THE NORTHWEST CORNER OF SAID LOT 42, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 10, BLOCK F;
THENCE N01°43'50"E ALONG THE EAST LINE OF SAID LOT 10 A DISTANCE OF 145.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.50 ACRES OR 21,750 SQUARE FEET, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1) DEVELOPMENT LOTS
LOTS 1 AND 2, AS SHOWN HEREON, ARE HEREBY RESERVED FOR BRANDX LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND OR ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AND ARE THE PERPETUAL AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

2) UTILITY EASEMNET
THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, THE ABOVE-NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY IT'S MANAGER THIS _____ DAY OF _____, 2024.

SIGNED IN THE PRESENCE OF:

BRANDX LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: _____
BRANDON CABRERA, PRESIDENT

_____ _____
WITNESS 1 SIGNATURE WITNESS 2 SIGNATURE

_____ _____
WITNESS 1 PRINTED NAME WITNESS 2 PRINTED NAME

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2024, BY BRANDON CABRERA, WHO IS ( ) PERSONALLY KNOWN TO ME OR HAS PRODUCED _____(TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES:

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINTED NAME OF NOTARY PUBLIC

NOTARY'S SEAL

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

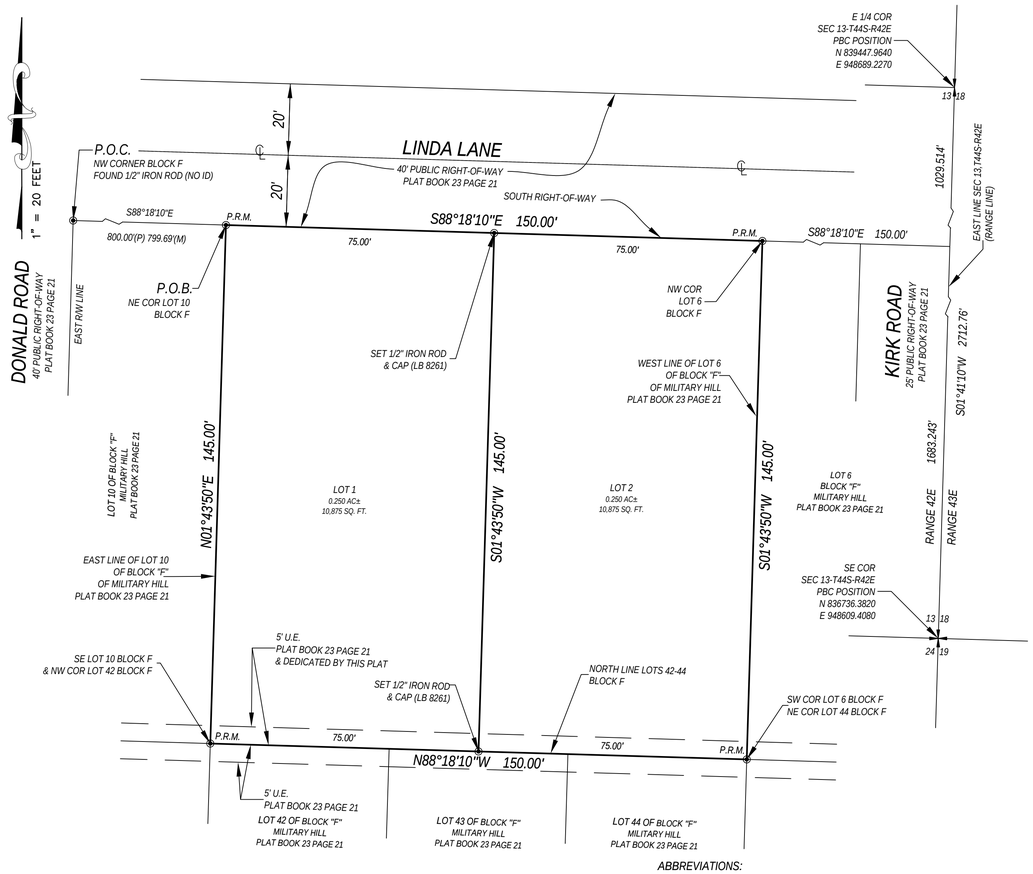
I, _____, A TITLE AGENT IN THE STATE OF FLORIDA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN BRANDX LLC; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD, BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

_____
DATED

BY: _____
ENNIE JACKSON,
FLORIDA LAND TITLE INSURANCE



LOCATION MAP
NOT TO SCALE



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND

PRM ○ SET 1/2" IRON ROD AND CAP STAMPED LB 8261 PRM

○ SET 1/2" IRON ROD AND CAP STAMPED LB 8261

ABBREVIATIONS:

BLK - BLOCK
CL - CENTERLINE
PBC - PALM BEACH COUNTY
P.B. - PLAT BOOK
PG - PAGE
POB - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
PRM - PERMANENT REFERENCE MONUMENT
R/W - RIGHT-OF-WAY
SEC 13-T44S-R42E - SECTION 13, TOWNSHIP 44 SOUTH, RANGE 42 EAST
U.E. - UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS INSTRUMENT WAS FILED FOR RECORD AT _____

THIS _____ DAY OF_____, 2024 AND DULY RECORDED IN PLAT BOOK NO. _____ ON PAGE _____

JOSEPH ABRUZZO
CLERK & COMPTROLLER

BY: _____D.C.

SEAL
CLERK

VILLAGE OF PALM SPRINGS APPROVAL

STATE OF FLORIDA
COUNTY OF PALM BEACH
VILLAGE OF PALM SPRINGS

IT IS HEREBY CERTIFIED THAT THIS PLAT "BRANDX SUBDIVISION" HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA.

DATED THIS ___ DAY OF _____, 2024.

ATTEST BY: _____
BEV SMITH, MAYOR

SEAL
VILLAGE OF PALM SPRINGS

BY: _____
KIMBERLY M. WYNN, CMC, FCRM
CITY CLERK

VILLAGE ENGINEER APPROVAL

_____ DATE: _____
LISA TROPEPE, P.E.,
VILLAGE ENGINEER

SEAL
VILLAGE ENGINEER

REVIEWING SURVEYOR

ON BEHALF OF THE VILLAGE OF PALM SPRINGS, FLORIDA, IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES, THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT REFERENCE MONUMENTS.

_____
C. ANDRE RAYMAN, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 4938

SEAL
REVIEWING SURVEYOR

SURVEYOR'S NOTES:

1. RESTRICTION ON OBSTRUCTION OF EASEMENTS:
NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENT.

2. THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 13, T44S, R42E BEARS N01°41'10"W, AND ALL BEARINGS SHOWN ARE RELATIVE THERETO AS A BASIS OF BEARINGS FOR THIS PLAT.* DISTANCES ARE IN U.S. SURVEY FOOT 1' x 3.2808333= 1 METER

CERTIFICATE OF SURVEYOR AND MAPPER:
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA.

_____
DOUG WALKER, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS7211

SEAL
DOUG WALKER, P.S.M.

THIS INSTRUMENT WAS PREPARED BY:
DOUG WALKER P.S.M. IN THE OFFICE OF
PRINCIPAL MERIDIAN SURVEYING
4546 CAMBRIDGE STREET
WEST PALM BEACH, FLORIDA, 33415.
LICENSED BUSINESS NUMBER LB #8261

PRINCIPAL MERIDIAN SURVEYING INC.
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET JOB # 23-0702PLAT

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

August 28, 2024

Ms. Iramis Cabrera, Planner
Land Development Department
Village of Palm Springs
226 Cypress Lane
Village of Palm Springs, FL 33461
(Via E-Mail: icabrera@vpsfl.org)

Re: 6001.04.30 4084 Linda Ln Plat Review
Fifth Plat Review
Engenuity Group Project No. 6001.04.30

Dear Ms. Cabrera:

This is the fifth review of this plat. This review is done for compliance with Chapter 177 Florida Statutes and the Village of Palm Springs regulations and to check legal descriptions for closure and sufficiency. This does not include a review of the included survey for compliance with Chapter 5J-17, Florida Administrative code. Following are our comments:

All of our previous comments have been adequately addressed. The Plat is now in compliance. We can now recommend that the Village of Palm Springs approve the Plat.

If you have any questions or comments, please do not hesitate to contact me.
Cell: 863-801-6200

Sincerely,

John J. Rice, P.S.M.
Senior Project Manager

1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM
Printed on recycled paper

1"=20'

NW CORNER OF LOT 25
(BLOCK CORNER)
FOUND 1/2" IRON ROD (NO ID)
P.O.C.

NORTH RIGHT OF WAY LINE
PLAT OF MILITARY TRAIL
PLAT BOOK 23 PAGE 21

40' RIGHT-OF-WAY PER PLAT OF MILITARY TRAIL
RECORDED AT PLAT BOOK 23 PAGE 21

LINDA LANE

20'

S88°18'10"E
800.00'(P) 799.69'(M)

N88°18'10"W 75.00'

SET 1/2" IRON ROD
& CAP (LB 8261)

N88°18'10"W 75.00'

SOUTH RIGHT OF WAY LINE
PLAT OF MILITARY TRAIL
PLAT BOOK 23 PAGE 21

100.00'(P)(M)

SET 1/2" IRON ROD
& CAP (LB 8261)
N: 838020.298
E: 964431.071
P.O.B.

SET 1/2" IRON ROD
& CAP (LB 8261)
N: 838015.856
E: 964581.006

NE CORNER
OF LOT 5
FOUND 1/2"
IRON
PIPE (NO ID)

PROPOSED
DRIVEWAY

PROPOSED
WATER METER
AND WATER LINE

PROPOSED
ONE STORY
RESIDENCE
FFE= 19.60

PROP.
COV.
ENTRY

PROPOSED
CONCRETE
SLAB

145.00'

46.17'

34.00'

49.00'

29.00'

10.17'

13.0'

20.00'

12.17'

25.0'

20.0'

6'

8'

5'

S01°43'50"W

LOT 10 OF BLOCK "F"
MILITARY TRAIL
PCN: 70424413050060100

EAST LINE OF LOT 10
OF BLOCK "F"
OF MILITARY TRAIL

PARCEL A

PARCEL B
5' UTILITY EASEMENT
MILITARY TRAIL
PLAT BOOK 23 PAGE 21

LOT 6
BLOCK "F"
MILITARY TRAIL
PCN: 70424413050060050

WEST LINE OF LOT 6
OF BLOCK "F"
OF MILITARY TRAIL

SET 1/2" IRON ROD
& CAP (LB 8261)
N: 837875.364
E: 964426.693

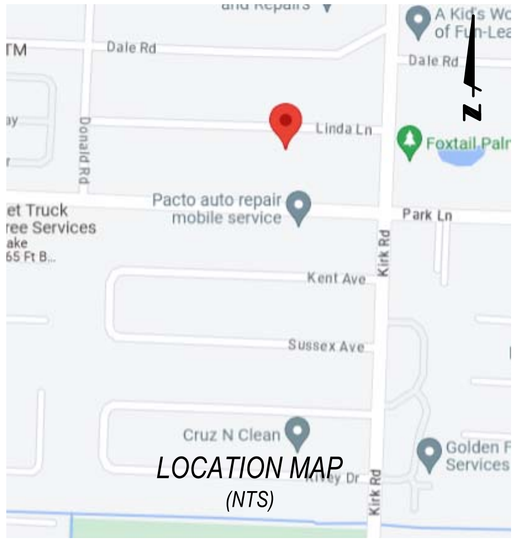
SET 1/2" IRON ROD
& CAP (LB 8261)

SET 1/2" IRON ROD
& CAP (LB 8261)
N: 837870.922
E: 964576.627

LOT 42 OF BLOCK "F"
MILITARY TRAIL
PCN: 00424413050060410

LOT 43 OF BLOCK "F"
MILITARY TRAIL
PCN: 00424413050060430

LOT 44 OF BLOCK "F"
MILITARY TRAIL
PCN: 00424413050060441



LOCATION MAP
(NTS)

GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

PROPERTY ADDRESS:
4084 LINDA LANE
PALM SPRINGS, FL 33406

FLOOD ZONE: "X"
PANEL NO: 12099C 0588F
DATE: OCTOBER 5, 2017

CERTIFIED TO:
1. BRANDX LLC

LEGAL DESCRIPTION:
LOTS 7, 8, AND 9, BLOCK F, MILITARY HILL, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 21, OF THE PUBLIC RECORDS OF PLAM BEACH COUNTY, FLORIDA.

SURVEYORS' NOTES:
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER..
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
10.. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988

01-16-24 DATE
CD DRAFT
FIELD
SITE PLAN PURPOSE
23-072 JOB#

SIGNED:
DOUG WALKER
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 7211

BOUNDARY SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764

4084 Linda Lane – Preliminary Plat
Subdivision into 2 single-family lots.



Village of Palm Springs

Executive Brief

AGENDA DATE: November 14, 2024

DEPARTMENT: Planning, Zoning & Building

ITEM #24: Ordinance No.2024-09 - Chapter 10 – Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development Article II Floodplain Management

SUMMARY: Planning, Zoning & Building Staff is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Building and Building Regulations Article II – Florida Building Code and Chapter 34 – Land Development - Article II - Floodplain Management) by adopting the new revisions to the Flood Insurance Study for Palm Beach County and Incorporated Areas and the accompanying Flood Insurance Rate Maps finalized by FEMA.

FEMA issued on June 20, 2024, a Letter of Final Determination (LFD) to establish a 6-month deadline to demonstrate the Village's regulations conform to the minimum requirements of the National Flood Insurance Program (NFIP). In addition, the Village participates in the NFIP Community Rating System (CRS) and has to satisfy the CRS 8 prerequisite.

Note: The Florida Building Code is revised every three (3) years by the state, and these codes establish the minimum construction standards for buildings and structures to protect public health, safety, and general welfare. The Village adopted the 8th Edition of the Florida Building Code in March 2024.

The Federal Emergency Management Agency (FDEM) Office of Floodplain Management reviewed the Village's floodplain management provisions and determined that some amendments must be adopted concurrently to create consistency.
As a result, Chapter 10, "Florida Building Code," and Chapter 34, "Floodplain Management," include amendments to the following:

- Local amendments to conform to the minimum requirements of the national flood insurance program
- Update the date of the flood insurance study and flood insurance rate map
- Special Inspections requirements
- Eliminate cumulative substantial improvement in language

The Office of Floodplain Management reviewed and approved the proposed ordinance on behalf of the Federal Emergency Management Agency (FDEM).

During their regular meeting, the Planning and Zoning Board considered this item on November 12, 2024. If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 12, 2024.

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

ATTACHMENTS:
1. Proposed Ordinance No.2024-09 - Chapter 34 and Chapter 10
2. Exhibit "A" - Chapter 10 - Buildings and Building Regulations
3. FEMA Letter of Final Determination

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE OF PALM SPRINGS CODE TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; TO ADOPT, AMEND, AND REFORMAT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Village of Palm Springs participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better; and,

WHEREAS, to satisfy the prerequisite and for the Village of Palm Springs to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated to or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and,

WHEREAS, the Village of Palm Springs determined that it is in the public interest to amend the floodplain management regulations to better protect manufactured homes and to continue participating in the Community Rating System at the current class rating; and,

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and**,**

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Village of Palm Springs previously adopted local amendments to the Florida Building Code and is reformatting those amendments; and

WHEREAS, the Village of Palm Springs is repealing a previously adopted local amendment to accumulate costs of improvements and repairs over a specific period of time; and

WHEREAS, the Village of Palm Springs is adopting a requirement to increase the minimum elevation for all buildings in flood hazard areas to increase resiliency and for the purpose of participating in the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

WHEREAS, the Village of Palm Springs has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code,* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes; and

WHEREAS, the Village of Palm Springs has determined that it is in the public interest to amend Article II. – FLOODPLAIN MANAGEMENT to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps*.*

NOW, THEREFORE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA HEREBY ORDAINS, AS FOLLOWS: that the Village of Palm Springs Code is amended as set forth in the following amendments, as shown in ~~strikethrough~~ and underline format in Section 1 and Section 2.

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct findings of the Village Council and incorporated into this Ordinance as if fully set forth herein.

Section 2. Chapter 10 of the Village of Palm Springs Code is hereby amended by amending Article II "Florida Building Code", Division 1, "Generally", Section 10-31,"Chapter One Amendments", as set forth in the attached Exhibit "A" (underlined language is added and strike-through language is deleted), and,

Section 3. Chapter 34 of the Village of Palm Springs Code is hereby amended by amending Article II "Floodplain Management", as follows (underlined language is added and strike-through language is deleted).

ARTICLE II. FLOODPLAIN MANAGEMENT

DIVISION 1. ADMINISTRATION

Sec. 34-31. General.

(a) *Title.* These regulations shall be known as the Floodplain Management Regulations of the Village of Palm Springs, hereinafter referred to as "this article."

(b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured

buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) *Intent.* The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the title 44 Code of Federal Regulations, section 59.22.

(d) Coordination with the Florida Building Code. This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of title 44 Code of Federal Regulations, sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

(f) *Disclaimer of liability.* This article shall not create liability on the part of the village council of the village or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-32. Applicability.

(a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the village as established in subsection 34-32(c).

(c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM) dated December 20, 2024, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Land Development Department, 226 Cypress Lane, Palm Springs, FL 33461.

(d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 34-35 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

    (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code;

    (2) Are above the closest applicable base flood elevation, the area shall be regulated as a special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(e) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(f) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other article or ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

(g) *Interpretation.* In the interpretation and application of this article, all provisions shall be:

    (1) Considered as minimum requirements;

    (2) Liberally construed in favor of the governing body; and

    (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2016-06, § 2, 5-12-2016; Ord. No. 2017-14, § 1, 7-27-2017)

Sec. 34-33. Duties and powers of the floodplain administrator.

(a) *Designation.* The village manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section 34-37.

(c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of~~

~~previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and~~

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.

(e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 34-37.

(f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 34-36 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including, but not limited to:

(1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection 34-33(d);

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the village are modified.

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood-resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and

this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the village's land development department.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-34. Permits.

(a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 34-35.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the floodplain administrator.

(e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

(h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; F.S. § 373.036.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.

(4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.

(5) Federal permits and approvals.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-35. Site plans and construction documents.

(a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection 34-35(b)(2) or (3).

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection 34-35(b)(1).

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(b) *Information in flood hazard areas without base flood elevations (approximate zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

(4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection 34-35(d) and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection 34-35(d).

(d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-36. Inspections.

(a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 34-35(b)(3)b., the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection 34-36(d).

(f) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-37. Variances and appeals.

(a) *General.* The construction board of adjustment and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the construction board of adjustment and appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

(b) *Appeals.* The construction board of adjustment and appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any

person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

(c) *Limitations on authority to grant variances.* The construction board of adjustment and appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection 34-37(g), the conditions of issuance set forth in subsection 34-37(h), and the comments and recommendations of the floodplain administrator and the building official. The construction board of adjustment and appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

(d) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection 34-35(c).

(e) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(f) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of subsection 34-37(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(g) *Considerations for issuance of variances.* In reviewing requests for variances, the construction board of adjustment and appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) *Conditions for issuance of variances.* Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the construction board of adjustment and appeals that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable;

b. Increased costs to satisfy the requirements or inconvenience do not constitute hardship;

c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

d. The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-38. Violations.

(a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required

by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2016-06, § 2, 5-12-2016)

Secs. 34-39—34-49. Reserved.

DIVISION 2. DEFINITIONS

Sec. 34-50. General.

(a) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.

(b) *Terms defined in the Florida Building Code.* Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) *Terms not defined.* Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-51. Definitions.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this article.

ASCE 24. A standard titled flood-resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one percent chance of being equaled or exceeded in any given year (also defined in FBC, B, section 202). The base flood is commonly referred to as the "100-year flood" or the "one-percent annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM) (also defined in FBC, B, section 202).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides (also defined in FBC, B, section 202; see "Basement (for flood loads)").

Design flood. The flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a one percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Also defined in FBC, B, section 202.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet (also defined in FBC, B, section 202).

Development. Any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before February 23, 1978 (adoption of Ordinance 78-02). (Also defined in FBC, B, section 202).

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 23, 1978.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or *flooding.* A general and temporary condition of partial or complete inundation of normally dry land from:

(1) The overflow of inland or tidal waters;

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Also defined in FBC, B, section 202.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair (also defined in FBC, B, section 202).

Flood hazard area. The greater of the following two areas:

(1) The area within a floodplain subject to a one percent or greater chance of flooding in any year;

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Also defined in FBC, B, section 202.

Flood insurance rate map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community (also defined in FBC, B, Section 202).

Flood insurance study (FIS). The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data (also defined in FBC, B, Section 202).

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (also defined in FBC, B, Section 202).

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including:

(1) Florida Building Code, Building;

(2) Florida Building Code, Residential;

(3) Florida Building Code, Existing Building;

(4) Florida Building Code, Mechanical;

(5) Florida Building Code, Plumbing;

(6) Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

(1) *Letter of map amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of map revision (LOMR).* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of map revision based on fill (LOMR-F).* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional letter of map revision (CLOMR).* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24 (also defined in FBC, B, Section 202).

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer" (also defined in 15C-1.0101, F.A.C.).

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction. For the purposes of administration of this article and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after February 23, 1978, and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 23, 1978.~~

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances (defined in F.S. § 320.01).

Recreational vehicle. A vehicle, including a park trailer, which is:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

See in F.S. § 320.01.

Special flood hazard area. An area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V (also defined in FBC, B Section 202).

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (also defined in FBC, B Section 202).

~~*Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings.* For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (also defined in FBC, B Section 202).~~

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred (also defined in FBC, B Section 202).

Substantial improvement. Any ~~combination of~~ repairs, reconstruction, rehabilitation, addition, or other improvement of a building or structure, ~~taking place during the life of a structure, in which~~ the ~~cumulative~~ cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. ~~For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994.~~ If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Also defined in FBC, B, Section 202.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 2016-06, § 2, 5-12-2016)

Secs. 34-52—34-59. Reserved.

DIVISION 3. FLOOD-RESISTANT DEVELOPMENT

Sec. 34-60. Buildings and structures.

(a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to subsection 34-34(c) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 34-66 of this article.

(b) Technical amendments to the Florida Building Code. Pursuant to the provisions of F.S. § 553.73(4) and (5), local technical amendments to the Florida Building Code are adopted in Section 10-32 of the Code of Ordinances.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-61. Subdivisions.

(a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 34-35(b)(1); and

(3) Compliance with the site improvement and utilities requirements of section 34-62.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-62. Site improvements, utilities and limitations.

(a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in chapter 64E-6, F.A.C. and ASCE 24 chapter 7

to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

(c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in chapter 62-532.500, F.A.C. and ASCE 24 chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 34-35(b) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-63. Manufactured homes.

(a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of chapter 15C-1, F.A.C. and the requirements of this article.

(b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code, Residential section R322.2 and this article. ~~Foundations for manufactured homes subject to subsection 34-63(f) are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~

(c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) *Elevation.* ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with subsection 34-63(e) or (f) of this article, as applicable.~~ <u>All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus two (2) feet or 18 inches above the crown of the adjacent street, whichever is higher.</u>

~~(e) *General elevation requirement.* Unless subject to the requirements of subsection 34-63(f) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:~~

~~(1) Outside of a manufactured home park or subdivision;~~

~~(2) In a new manufactured home park or subdivision;~~

~~(3) In an expansion to an existing manufactured home park or subdivision; or~~

~~(4) In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential section R322.2 (zone A).~~

~~(f) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection 34-63(5), including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential section R322.2 (zone A); or~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.~~

~~(g)~~ (e) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential section R322.2 for such enclosed areas.

~~(h)~~ (f) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential section R322.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-64. Recreational vehicles and park trailers.

(a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection 34-64(a) of this article for temporary placement shall meet the requirements of section 34-63 of this article for manufactured homes.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-65. Tanks.

(a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection 34-65(c) shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of

the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-66. Other development.

(a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of subsection 34-62(d) if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 34-62(d).

(c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 34-62(d).

(d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 34-62(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 34-35(c)(3)

(Ord. No. 2016-06, § 2, 5-12-2016)

Sec. 34-67—34-130. Reserved.

SECTION 4. FISCAL IMPACT STATEMENT.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 5. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the corporate limits of the Village of Palm Springs. This ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this ordinance.

SECTION 6. INCLUSION INTO THE CODE OF ORDINANCES.

This ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs. The sections of this ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 7. 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 8. EFFECTIVE DATE.

This ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEVEVERLY SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

JONI BRINKMAN, 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: _____

BEVERLY SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY

EXHIBIT A

Chapter 10 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. – FLORIDA BUILDING CODE
DIVISION 1. – GENERALLY

Sec. 10-31. – Chapter One Amendments

~~The village hereby adopts the Florida Building Code 8th Edition (2023). The following chapter one amendments are hereby adopted and incorporated in this article as minimum construction standards for the village.~~ The Florida Building Code, as developed by the Florida Building Commission and adopted by state statute, is hereby adopted and incorporated herein as the minimum construction standards for the Village of Palm Springs, Florida.

Chapter 1
Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:
1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in

accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.11and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. As provided in Chapter 10, Article 1 of the Village of Palm Springs Code of Ordinance. The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating,

sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458,
Florida Building Code. Building, and Rule 61-41 *Florida Administrative Code.*

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 34, Article II of the Village of Palm Springs Land Development Regulations, shall be considered part of this code relative to flood control.

101.5 Building Official. Whenever, the Building Official is mentioned in this code, it is also intended to mean the Building Official's designee, wherever applicable.

SECTION 102
APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code

enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501- 553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other

traditional materials, and that does not incorporate any electrical, plumbing, or other non- wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m2) which is constructed and owned by a natural person for hunting, and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;

2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and

3. Is not connected to an off-site electric power or water supply.

(l) A drone port as defined in s.330.41(2).

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;

2. The occupancy use classification for the building or structure is not changed as a result of the move;

3. The building is not substantially remodeled;

4. Current fire code requirements for ingress and egress are met;

5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

(See Florida Building Code, Existing Building Chapter 13, for additional requirements for Relocated or Moved Buildings)

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m2) or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

c. Building plans review and inspection fees.

2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code, and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, the Florida Fire Prevention Code, and the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its

completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances., or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.

2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (on or after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103
DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Division of Building Safety (within the Planning and Zoning Department) is hereby created and the official in charge thereof shall be known as the Building Official.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated

by the Building Official.

For the maintenance of existing properties, see the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

SECTION 104
DUTIES AND POWERS OF THE BUILDING OFFICIAL

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents and issue permit for the erection, and alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

> **104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.** For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or

hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

> **104.8.1 Legal defense.** Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

> **104.9.1 Used materials and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building

safety.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed alternative meets all the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code.
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
    - 2.1 Quality
    - 2.2 Strength
    - 2.3 Effectiveness
    - 2.4 Fire resistance
    - 2.5 Durability
    - 2.6 Safety

Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105
PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permits. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempts from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable

provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than $1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.

2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.

3. Temporary motion picture, television and theater sets and scenery.

4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the Building Official, but they may be subject to Zoning permits.

5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.

6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.

8. Swings and other playground equipment accessory to detached one- and two-family dwelling except for the electrical service.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal, or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work, and a permit shall be obtained, and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain

leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the Building Official.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons, therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government’s code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a new fire protection system of 49 or fewer sprinklers; and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, “Standard for the Installation of Sprinkler Systems, and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six

individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) “Contractor” means a person who:
1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better

characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than $125,000; and
2. a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;
b. Requires a plumbing system with more than 250 fixture units; or
c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid

certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit,* a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
    a. Determine if the application is properly completed;
    b. Approve the application;
    c. Approve the application with conditions;
    d. Deny the application; or
    e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
    a. Determine if the application is properly completed;
    b. Approve the application;
    c. Approve the application with conditions;
    d. Deny the application; or
    e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
    a. Approve the application;
    b. Approve the application with conditions; or
    c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, or for any 180 day period of abandonment

or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to

sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in the case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.4.1.6 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.4.2 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the

work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permi*t* is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official.

105.5.1 **Additional options for closing a permit.** Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.

3. If a building permit is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the

permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5.2 For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the building official.

105.5.3 For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm’s-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed. A local enforcement agency has the authority to deny a new permit application from an applicant for other reasons.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant jobsite posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction

documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official , are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or

other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:
1. A substantial improvement as defined in Section 161.54, Florida Statutes, or as defined in the Florida Building Code.
2. A change of occupancy as defined in the Florida Building Code.
3. A conversion from residential to nonresidential or mixed use pursuant to Section553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:
(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of Chapter 489, Florida Statutes.
(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and
ancillary components or equipment attached to such a system, including, but not limited to, home- automation equipment, thermostats, and video cameras.
(c) “Wireless alarm system” means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) This section does not apply to the installation or replacement of a fire alarm, or

access control system affecting required means of egress as required by Florida Building Code Chapter 10, if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low- voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.

SECTION 106
FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m2), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107
SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application in accordance with Florida Statute 553.79. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the Building Official, in a format acceptable to the Building Official, and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

> **107.2.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the

location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The Building Official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of

the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation should fully describe the exterior wall system, which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-

approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction document shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. Successor registered design professional in responsible charge licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute, and the procedure set forth in 61G15-

27.001 Florida Administrative Code; or licensed under Chapter 481, Florida Statutes, shall comply with Section 481.221(6), Florida Statute, and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:

Parking
Fire access
Vehicle loading
Driving/turning radius
Fire hydrant/water supply/post indicator valve (PIV)
Set back/separation (assumed property lines)
Location of specific tanks, water lines and sewer lines
Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components: Fire-resistant separations
Fire-resistant protection for type of construction Protection of openings and penetrations of rated walls
Fire blocking and draft stopping and calculated fire resistance

5. Fire suppression systems shall include Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram

6. Life safety systems shall be determined and shall include the following requirements:
Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stair’s construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:

Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Impact resistant coverings or systems
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Deck coatings
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
Site requirements
Accessible route
Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:
Interior finishes (flame spread/smoke development)
Light and ventilation (including corresponding portion of the energy code)
Sanitation

12. Special systems:
Elevators
Escalators
Lifts

13. Swimming pools:
Barrier requirements
Spas
Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:
Wiring
Services
Feeders and branch circuits
Overcurrent protection
Grounding
Wiring methods and materials
GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the energy calculations

2. Exhaust systems:
   Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems

3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces, and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation
17. Smoke and/or Fire Dampers

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal:

Residential (one- and two-family):

1. Site requirements:

Set back/separation (assumed property lines)
Location of septic tanks

2. Fire-resistant construction (if required)

3. Fire

4. Smoke and/or carbon monoxide alarm/detector locations

5. Egress
Egress window size and location stairs construction requirements

6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems
Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath

8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)

10. Electrical**:**
Electric service riser with wire sizes, conduit detail and grounding detail
Complete load calculations, Panel schedules

11. Mechanical:
Equipment and location, Duct systems
12. Plumbing:
Plumbing riser

13. Gas:
Gas piping
Venting
Combustion air
Chimneys and vents
Appliances
Type of gas
Fireplaces
LP tank location
Riser diagram/shutoffs

14. Swimming Pools
Barrier requirements
Spas
Wading pools

Manufactured buildings/housing -
1. Site requirements

Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural:
Wind zone
Flood Anchoring
Blocking

3. Plumbing:
List potable water source and meter size (if applicable)

4. Mechanical:
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust

5. Electrical exteriors disconnect location:

Exemptions.
Plans examination by the *Building Official* shall not be required for the following work:
1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs (as determined by local jurisdiction)
3. Minor electrical, plumbing, and mechanical repairs
4. Annual maintenance permits
5. Prototype plans

Except for local site adaptions, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the

structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plan's examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas**.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a flood hazard area, the building official shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108
TEMPORARY STRUCTURES AND USES

108.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such

installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109
FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the

required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance, which is located in the village code of ordinances, section 10.56.

SECTION 110
INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain exposed and provided with access for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance with Chapter 468 Florida Statues; or licensed under Chapter 471 or 481 Florida Statutes.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
2. For all major structural alterations;
3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
4. For pile driving;
5. For buildings with an area greater than 20,000 square feet;
6. For buildings more than two stories in height; or
7. For buildings and structures of unusual design or methods of construction.

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance**.** Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the Building Official and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the Building Official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures, and sites for which an application has been filed.

110.3 Required inspections. The Building Official upon notification from the permit

holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

·Stem-wall

·Monolithic slab-on-grade

·Piling/pile caps

·Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the building official.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

·Window/door framing

·Window U-factor/SHGC as indicated on approved energy calculations

·Vertical cells/columns

·Lintel/tie beams

·Framing/trusses/bracing/connectors (including truss layout and engineered drawings)

·Draft stopping/fire blocking

·Curtain wall framing

·Energy insulation (Insulation R-factor as indicated on approved calculations)

·Accessibility.

·Verify rough opening dimensions are within tolerances.

·Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance-rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

·Roof sheathing

·Wall sheathing

·Continuous air barrier

·Exterior Siding/Cladding

·Sheathing fasteners

·Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception:** ring shank nails shall be bent over, and a new fastener installed.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

·Exterior wall coverings and veneers

·Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

·Dry-in

·Insulation

·Roof coverings (including In Progress as necessary)
·Insulation on roof deck (according to submitted energy calculation)

·Flashing

·Sheathing

5.1. Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding, and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area.
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact resistant coverings or impact resistant systems are installed, the Building Official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.

3. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

·includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

·includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

· includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.
Concrete slab and under-floor inspections shall be made after in-slab or under-floor

reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations.
Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation *R*- and *U*-values, fenestration *U*-value and Solar Heat Gain Coefficient, duct system *R*-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. ~~Reserved~~.

The Village of Palm Springs Must be notified of all special inspections / private provider inspections prior to the inspections taking place. Inspection results must be kept on the

job site and also transmitted to the village in a timely manner.

The village of Palm Springs will audit special inspectors / private provider at the following stages of construction;

1) Foundation / slab
2) Framing
3) Electric power release
4) Final Building
5) Other inspections as deemed necessary by the Building Official as appropriate for special construction or unique site-specific circumstances in conformance with state statutes.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

110.3.11.1 Flood hazard documentation. If located in a flood hazard area, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the Building Official prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *Building Official* has been received.

110.3.13 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or

their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: “To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency.”

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency’s recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect’s or engineer’s knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 **General**. The Florida Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not

pose a threat to the public health, safety, or welfare. As such, the Florida Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2 As used in this section, the terms:
(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481or engineer licensed under chapter 471authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such an inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3 (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years

thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4 The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association.

This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice

under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and uninhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. Phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
(b) Indicate the manner and type of inspection forming the basis for the inspection report.
(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such

deterioration.
(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
(f) Identify and describe any items requiring further inspection.

110.9.9 Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111
CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building official

7. The name of the Building Official.

8. The edition of the code under which the permit was issued.

9. The use and occupancy, in accordance with the provisions of Chapter 3.

10. The type of construction as defined in Chapter 6.

11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building permit.

111.3 Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112
SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS
Construction Board of Adjustment and Appeals.

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The village council shall appoint the board.

113.2 Membership and terms.

(a) Membership. The construction board of adjustment and appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, if possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category or building inspectors, plans examiners, or Building Officials licensed by F.S. Chapter 468. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

(b) Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

(c) Quorum and voting. A simple majority of the board shall constitute a quorum. In

varying any provision of this Code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes, but not less than a majority of the board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

(d) Secretary of board. The Building Official or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3. Powers. The construction board of adjustments and appeals shall have the power, as further defined in 113.4, to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes. The board shall constitute the local contractor regulatory board of the Village of Palm Springs pursuant to F.S. Chapter 489 for hearings on willful building violations of state licensed contractors.

113.4. Appeals/Variances.

(a) Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.

2. The provisions of this Code do not apply to this specific case.

3. That an equally good or more desirable form of installation can be employed in any specific case.

4. The true intent and meaning of this Code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

(b) Variances. The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.

2. That the special conditions and circumstances do not result from the action or inaction of the applicant.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures or service system.

4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to public health, safety and general welfare.

(c) Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions of a variance shall be deemed a violation of this Code.

(d) Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. The failure of an aggrieved party to file an appeal within the 30-day period shall render the appeal untimely and the appeal shall be summarily dismissed by the board and may not be heard by the board.

(e) Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

(a) Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this Code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

(b) Application for appeal.

1. All appeals of administrative decisions shall be made by completing and submitting a technically complete appeal form using forms prescribed by the village together with the payment of the appeal filing fee. The filing fee is an administrative cost that has been established by resolution of the village council and which may be amended from time to time. The aggrieved party or appellant may provide additional information and documentation in addition to the information requested on the village form. The appeal shall specify at a minimum the following:

a. A detailed description of the decision, interpretation, requirement or determination which is being appealed.
b. A copy of the written decision, interpretation, requirement or determination which is being appealed also reflects the date when such action was taken by the Building Official.

c. The form of relief that the aggrieved party ("appellant") is requesting.

d. A statement as to whether any code enforcement proceedings have been initiated by the village that involve the subject matter of the appeal and if the subject of

the appeal has been heard and ruled upon by the Village's Special Magistrate.

e. The sections of the Village Code and/or the Florida Building Code that are at issue.

f. The appeal application form must be executed, sworn to under oath and notarized by the owners of at least 75 percent of the property described in the application. If the appeal is submitted by an agent of the property owner or an agent of a tenant or contract purchaser, or other person aggrieved by the decision, the appeal must be accompanied by a written power of attorney appointing the agent to act on behalf of the appellant in the proceedings. The power of attorney shall be subject to review as to form and legal sufficiency by the village attorney, and may be rejected if the document is not deemed legally sufficient in the sole discretion of the village attorney.

g. Attach all documents and other tangible evidence to support your position in the appeal.

2. If an aggrieved party/appellant fails to submit a technically sufficient appeal using the application form provided by the village, the appeal will not be scheduled for hearing until a technically complete appeal has been submitted. The submission of an appeal that is not technically sufficient, does not toll the running of the 30-day appeal period, and unless a sufficient appeal is received with the 30-day period, the appeal will be forever time barred.

3. All properties described in one application must be contiguous and immediately adjacent to one another, and the administrative official may require more than one application if the property concerned contains more than ten acres or if the fee paid for one application would not equal the cost of processing the application.

4. Only applications which the board is authorized to consider and act upon shall be accepted for filing, and no application shall be considered or construed to be filed until the required fee has been paid.

(c) Decisions. The construction board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal order or disallowance of the Building Official or varies the application of any provision of this Code, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building Official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

113.6 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

SECTION 114
VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115
STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide

adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the Code. The extent of repairs shall be determined by the Building Official.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the Building Official shall act in the role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, acting as a code inspector, shall notify an enforcement board and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the Building Official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent

danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose, he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.3 Record. The Building Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.4 Notice. If an unsafe condition is found, the Building Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.6 Restoration. Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

116.7 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in Florida Statute 162. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in Florida Statute 162 before a transfer of property, and failure to make the

required disclosures creates a presumption of fraud.

116.8 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board shall be recovered where the jurisdiction prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per Section 114 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator. If an order is recorded in the public records pursuant to this subsection, and it has been complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public record. A hearing is not required for the issuance of such a compliance order.

116.9 Appeal. An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board or special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117
VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management, (Village of Palm Springs Code of Ordinance) Chapter 34, Article II "Floodplain Management," shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building ~~Chapter 27~~.

Sec. 10-32. Technical amendments.

(1) Minimum required elevations for buildings and dwellings in flood hazard areas shall be at or above the elevation specified in the Florida Building Code, the base flood elevation plus two (2) feet, or 18 inches above the crown of the adjacent street, whichever is higher.

(2) Enclosures below required elevations for buildings and dwellings in floor hazard areas. Enclosed areas below the required elevation for buildings and dwellings in flood hazard areas shall be limited as follows:

(a) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(b) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations.

(c) For dwellings, access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

~~(1) *Amendments to the Florida Building Code, Residential:*~~

~~*R322.2.1 - Elevation requirements.*~~

~~1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot, 18 inches above crown of road of the adjacent street, or the design flood elevation, whichever is higher.~~

~~2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.~~

~~3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet if a depth number is not specified.~~

~~4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.~~

~~Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Florida Building Code Section R322.2.2.~~

~~*R322.2.2 - Enclosed areas below design flood elevation.*Enclosed areas, including crawl spaces, that are below the design flood elevation shall:~~

~~1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).~~

~~2. Be provided with flood openings that meet the following criteria:~~

~~2.1. There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the design flood elevation, each area shall have openings on exterior walls.~~

~~2.2. The total net area of all openings shall be at least 1 square inch (645 mm^2) for each square foot (0.093 m^2) of enclosed area, or the openings shall be designed and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.6.2.2 of ASCE 24.~~

2.3. The bottom of each opening shall be 1 foot (305 mm) or less above the adjacent ground level.

2.4. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.

2.5. Any louvers, screens or other opening covers shall allow the automatic flow of floodwaters into and out of the enclosed area.

2.6. Openings installed in doors and windows, that meet requirements 2.1 through 2.5, are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.

(2) *Amendments to Florida Building Code, Building:*

1612.4.1 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators.

(3) *Amendments to Definitions in Florida Building Code, Building and Florida Building Code, Existing Building:*

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during the life of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(Ord. No. 2016-06, § 2, 5-12-2016)

Federal Emergency Management Agency

Washington, D.C. 20472

Regular Program Conversion and Revisions
LFD Date: June 20, 2024

FIRM Effective Date: December 20, 2024

CID	State	Community Name	60.3 Existing	60.3 Revised	Letter Type	Emerg Entry Date	Regular Program Date	Compliant at LFD?	# of Insurance Policies	CTP
120193	FL	Atlantis (City, Palm Beach)**	C	C	19P-CWG	8/23/1974	11/1/1978	No	182	No
120195	FL	Boca Raton (City, Palm Beach)**	D & E	D & E	19P	1/21/1972	6/1/1978	No	11,479	No
120196	FL	Boynton Beach (City, Palm Beach)**	E	E	19P	11/8/1973	1/3/1979	No	3,466	No
120197	FL	Briny Breezes (Town, Palm Beach)**	E	E	19P	6/14/1976	5/15/1978	No	33	No
125102	FL	Delray Beach (City, Palm Beach)**	E	E	19P	10/16/1970	4/9/1971	No	5,427	No
120201	FL	Golf (Village, Palm Beach)**	A	C	19P-CWG	4/2/1975	8/26/1977	No	19	No
120203	FL	Greenacres (City, Palm Beach)**	C	C	19P-CWG	12/26/1974	8/26/1977	No	267	No
125109	FL	Gulf Stream (Town, Palm Beach)**	E	E	19P	7/16/1971	11/24/1972	No	371	No
125111	FL	Highland Beach (Town, Palm Beach)**	C	E	19P	9/11/1970	10/16/1970	No	3,056	No
120207	FL	Hypoluxo (Town, Palm Beach)**	C	E	19P	8/30/1974	5/15/1978	No	847	No
120208	FL	Juno Beach (Town, Palm Beach)**	E	E	19P	2/6/1975	12/1/1978	No	1,427	No
125119	FL	Jupiter (Town, Palm Beach)**	D & E	D & E	19P	10/29/1971	9/22/1972	No	6,261	No
125120	FL	Jupiter Inlet Colony (Town, Palm Beach)**	E	E	19P	11/5/1971	9/22/1972	No	95	No
120212	FL	Lake Park (Town, Palm Beach)**	E	E	19P	8/20/1973	9/15/1978	No	694	No
120213	FL	Lake Worth Beach (City, Palm Beach)**	E	E	19P	11/6/1974	12/1/1978	No	969	No
120214	FL	Lantana (Town, Palm Beach)**	E	E	19P	N/A	3/12/1971	No	948	No
120215	FL	Manalapan (Town, Palm Beach)**	E	E	19P	N/A	10/30/1970	No	151	No
120217	FL	North Palm Beach (Village, Palm Beach)**	E	E	19P	8/29/1973	8/15/1978	No	3,315	No
125134	FL	Ocean Ridge (Town, Palm Beach)**	E	E	19P	9/18/1970	4/9/1971	No	1,094	No
120220	FL	Palm Beach (Town, Palm Beach)**	E	E	19P	9/13/1974	5/15/1978	No	6,410	No
120192	FL	Palm Beach County (Unincorporated Areas)**	D & E	D & E	19P	6/19/1970	2/1/1979	No	26,218	No

120221	FL	Palm Beach Gardens (City, Palm Beach)**	C	C	19P	9/3/1974	1/3/1979	No	2,818	No
125137	FL	Palm Beach Shores (Town, Palm Beach)**	E	E	19P	4/3/1970	6/25/1971	No	488	No
125142	FL	Riviera Beach (City, Palm Beach)**	E	E	19P	11/21/1971	9/22/1972	No	3,878	No
120227	FL	South Palm Beach (Town, Palm Beach)**	E	E	19P	9/16/1974	5/15/1978	No	1,191	No
120228	FL	Tequesta (Village, Palm Beach)**	E	E	19P	12/4/1970	6/11/1971	No	1,057	No
120229	FL	West Palm Beach (City, Palm Beach)**	C	E	19P	6/18/1974	3/1/1979	No	5,574	No
470205	TN	Brentwood (City, Williamson)**	D	D	19P	3/23/1973	2/1/1978	No	304	No
470206	TN	Franklin (City, Williamson)**	D	D	19P	9/25/1974	7/2/1980	No	385	No
470424	TN	Thompson's Station (Town, Williamson)**	D	D	19P	N/A	10/30/2006	No	15	No
470204	TN	Williamson County (Unincorporated Areas)**	D	D	19P	5/27/1975	4/1/1981	No	400	No
390211	OH	Cleves (Village, Hamilton)*	D	D	19P	8/19/1975	2/1/1984	No	14	No
390216	OH	Forest Park (City, Hamilton)*	C	C	19P	N/A	2/9/2005	No	2	No
390204	OH	Hamilton County (Unincorporated Areas)*	D	D	19P	7/2/1973	6/1/1982	No	256	No
390231	OH	North Bend (Village, Hamilton)*	D	D	19P-N	3/22/1976	10/18/1983	No	2	No
550133	WI	Campbellsport (Village, Fond du Lac)*	D	D	19P-N	5/13/1975	5/15/1978	No	1	Yes
550134	WI	Eden (Village, Fond du Lac)*	B	B	19P-N	N/A	8/7/2012	No	0	Yes
550131	WI	Fond du Lac County (Unincorporated Areas)*	D	D	19P	4/2/1974	7/19/1982	No	47	Yes
550661	WI	Forest County Potawatomi Community (Fond du Lac, Forest, Marinette, Milwaukee and Oconto)*	N/A	N/A	19NP-CWG-NSFHA+++	N/A	N/A	No	0	Yes
550474	WI	Kewaskum (Village, Fond du Lac and Washington)*	D	D	19P	7/7/1975	1/6/1982	No	39	Yes
300044	MT	Ennis (Town, Madison)***	D	D	19P	7/16/1976	6/1/1986	No	2	No
300043	MT	Madison County (Unincorporated Areas)***	A	D	19P	4/9/1997	8/9/1997	No	28	No
300126	MT	Sheridan (Town, Madison)***	A	D	19P	N/A	4/7/1998	No	0	No
300045	MT	Twin Bridges (Town, Madison)***	B	D	19P	7/18/1975	7/3/1986	No	2	No
560009	WY	Baggs (Town, Carbon)***	C	C	19P	12/16/1975	8/16/1988	No	6	No
560008	WY	Carbon County (Unincorporated Areas)***	B	D	19P	5/10/1984	1/16/1987	No	3	No
560010	WY	Dixon (Town, Carbon)***	A	B	19P	5/25/1984	9/30/1987	No	0	No
560093	WY	Elk Mountain (Town, Carbon)***	B	C	19P	6/2/1977	11/4/1987	No	1	No

560061	WY	Encampment (Town, Carbon)***	N/A	D	19NP-ID[+]	N/A	N/A	No	0	No
560063	WY	Hanna (Town, Carbon)***	B	B	19NP[+]	N/A	N/A	No	0	No
560066	WY	Medicine Bow (Town, Carbon)***	B	C	19P	8/22/2012	12/1/2012	No	0	No
560011	WY	Rawlins (City, Carbon)***	A	B	19P	3/7/1975	12/11/1985	No	2	No
560096	WY	Riverside (Town, Carbon)***	B	D	19P	2/12/1982	7/2/1987	No	1	No
560012	WY	Saratoga (Town, Carbon)***	B	C	19P	8/1/1975	10/1/1986	No	15	No
560067	WY	Sinclair (Town, Carbon)***	N/A	B	19NP-ID[+]	N/A	N/A	No	0	No

Not Participating[+]
Non-Floodprone[++]
Not Participating/Non-Floodprone[+++]
Compliant at LFD[++++]
Participating in Emergency Program[^]
Compliant at LFD/Participating in Emergency Program[^^]
Non-Floodprone/Participating in Emergency Program[^^^]

*ARC
**Compass
***STARR II