



AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
APRIL 10, 2025
6:30 PM

COUNCIL

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

ADMINISTRATION

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

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

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

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

1. **Approval of the March 13, 2025, Local Planning Agency Meeting Minutes:**

Motion for approval of March 13, 2025, Local Planning Agency Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Approval of the March 13, 2025, Village Council Regular Meeting Minutes:** Motion for the approval of March 13, 2025, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk
3. **Appointment to the Joseph L. Fallon Scholarship Committee:** Motion for the approval to appoint Ashley Saingilus to the Joseph L. Fallon Scholarship as a Regular Member to evaluate essay submissions for high school students for consideration of the Joseph Fallon Scholarship.
Staff: Kimberly Wynn, Village Clerk
4. **Reappointment to the Parks and Recreation Board:** Motion to approve the reappointment of Alberto Jordat and Rick DiRenzo as Regular Members to the Parks and Recreation Board to serve a three-year term that expires May 14, 2028.
Staff: Kimberly Wynn, Village Clerk
5. **Resolution No. 2025-25 - Approve Piggyback Agreement with Universal Cabling System, Inc. for Village Wide Cabling Contractor Services and Proposal for Police Department Building Expansion project:** First motion to approve Resolution No. 2025-25 to enter a piggyback agreement with Universal Cabling System utilizing the Palm Beach County School Districts contract awarded through a competitive selection process - Cabling Contractor Services (Bid No. 24C-31V) for a cabling contractor to provide services for the cabling distribution system for analog and digital voice telephony, video and network data operations for Village Wide use. Future projects with estimated costs exceeding \$35,000 will be presented to the Village Council for approval.

Second motion for the Police Department to enter into a Piggyback Agreement with Universal Cabling System, Inc. for an amount not to exceed \$222,261 for the Police Expansion Project at 217 Cypress Lane. The proposal for the PD Building Expansion structured cabling with Universal Cabling Systems, Inc. will be funded by Account Number 01229-56200.

Staff: Sylvia Ward, Purchasing Manager

6. **Resolution No. 2025-26 Approve Right-of-Way Deed - Coconut Road - 3798 Coconut Road:** Motion for the approval of Resolution No. 2025-26 for a Right-of-Way Deed with Coconut Road to maintain a safe roadway for property owners and residents within the area that would accept property within the public access easement including a 35' cross-section containing the existing pavement for vehicular travel and provide for the future development of a drainage swale and sidewalk improvements.
Staff: Iramis Cabrera, PZB Director

7. **Work Authorization Amendment No. HE-CRA2.1 - Congress Avenue Sanitary Sewer Force Main Project - Task Order No. 305 (FY25 Budget funded - CRA / General Fund) - Holtz Consulting Engineers:** Motion to approve Work Authorization HE-CRA2.1 with Holtz Consulting Engineers (Holtz), which represents an increase of \$53,330 for added professional engineering services related to the final design and construction oversight of the Congress Avenue Sanitary Sewer project (Task Order No. 305).
Staff: Kimberly Glas-Castro, Assistant Village Manager
8. **Task Order No. 381 - Village Commons Park Improvements Project - Clearspan Structures, LLC:** Motion for the approval of - Task Order No. 381 - Clearspan Structures, LLC in the amount of \$45,174 for survey services associated with Village Commons Park Improvement Project near 226 Cypress Lane. Funding is available from the FY 2025 Capital Improvement Plan (CIP) Budget.
Staff: Juan Ruiz, Director of Parks and Recreation
9. **Proclamation:** Recognizing Public Safety Telecommunicators Week - April 13-19, 2025.
Staff: Thomas Ceccarelli, Police Chief
10. **Proclamation:** Recognizing National Library Week - April 6-12, 2025
Staff: Josefina Maliska, Library Services Director
11. **Proclamation:** Recognizing Arbor Day - April 2025.
Staff: Felipe Lofaso, Public Works Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

12. **Palm Springs 2024/2025 Community Survey - The National Community Survey/Polco:** Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will present the first scientific Palm Springs 2024-2025 Community Survey.
Staff: Kimberly Glas-Castro, Assistant Village Manager
13. **Presentation of Annual Comprehensive Financial Report**
Staff: Mara Frederiksen, Finance Director

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

14. **(First Reading) Ordinance No. 2025-03 - Updates to the Land Development Regulations:** Motion to approve Ordinance No. 2025-03, which proposes to amend the Land Development Regulations and Official Zoning Map to implement the Comprehensive Plan, based on the Evaluation and Appraisal Report (EAR) conducted in 2024. This amendment aims to comply with Florida law and implement the new Vision.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, MAY 8, 2025, AT 6:30 P.M.
(IMMEDIATELY FOLLOWING THE CRA MEETING)

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 of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Administration

ITEM #1:

FISCAL IMPACT:

ATTACHMENTS:

1. 2025-03-13 LPA Meeting Minutes



MINUTES
LOCAL PLANNING AGENCY MEETING VILLAGE HALL
COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MARCH 13, 2025 at 6:00 p.m.

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

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CALL TO ORDER

Mayor Bev Smith called the Local Planning Agency meeting to order at 6:04 p.m.

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director

Iramis Cabrera, Utilities Director Jimmie Johnson, Public Works Director Felipe Lofaso, Finance/IT Director Mara Frederiksen, Records Clerk Andrea Medero, Procurement Manager Sylvia Ward, and Staff Assistant Maria Izzo.

AGENDA

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

1. **Ordinance No. 2025-02 - Comprehensive Plan Amendment - Mobility Plan:** Motion to recommend approval to the Village Council of Ordinance No. 2025-02 to amend the Comprehensive Plan of the Village of Palm Springs to modify the Transportation and Mobility Element to adopt a Mobility Plan by reference and add new goals, objectives, and policies that are consistent with the adopted Mobility Plan and with Florida Statutes to establish an alternative transportation system.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: During the 2024 legislative session, the Senate passed House Bill 479, requiring interested cities to adopt a Mobility Plan and Fee Schedule and an Interlocal Agreement with the County by October 1, 2025. This is significant because it enables the Village to collect a single mobility fee to fund various transportation improvements such as roads, multimodal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

At the Village Council meeting on July 25, 2024, a Professional Services Agreement was awarded to Nue Urban Concepts to prepare the Mobility Plan and Fee Schedule.

A joint Village Council/ P&Z Board/CRA workshop was held on January 9, 2025, to review a draft of the Mobility Plan, including the data and proposed maps.

Florida Statute § 163.3180(S)(i) encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, the adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility. Under the Palm Springs Mobility Plan, the Comprehensive Plan amendments are proposed to add goals, objectives, and policies and to establish a framework for the potential adoption of a Mobility Fee to serve as a revenue source for future mobility improvements.

The P&Z Board considered the draft ordinance on February 11, 2025, and recommended approval. It was advertised in the Palm Beach Post on Friday, February 28, 2025.

The proposed amendments were transmitted through the Intergovernmental Plan Amendment Review Committee (IPARC), and Palm Beach County issued a notice of intention to object. County Staff met on February 21, 2025, to discuss their concerns. The Village's consultants will address the County's comments at the meeting.

Fiscal Impact Adoption of a mobility fee would bring a new revenue source to the Village in the future.

The Assistant Village Manager, Mrs. Glas-Castro, introduced the consultant, Jonathan Paul, from Nu Urban Concepts, who presented this item. She explained that the Village held a couple of workshops on the Mobility Plan, along with other public engagements and special events that gather input from residents about amenities and multimodal amenities they want to see. The staff formulated a plan using the amenities suggested, such as pedestrian, bicycle transit, golf carts and vehicles. The staff is prepared to present the first transmittal to the Board, contingent upon approval, it will be presented for final reading in an upcoming meeting along with the adoption of a fee schedule. This is in reference to HB 479. She explained that staff will work with Palm Beach County and neighboring cities. The mobility fee will replace Palm Beach County's fee and provide a funding source for implementing the mobility plan.

Mr. Paul explained that the mobility plan is a vision for moving people, whether it is by walking, bicycling, driving, or otherwise. It assesses all roadways in the Village and County. The concept of a mobility plan is based on Complete Streets. Originally, roadways were designed for vehicles, but the evolution of travel requires a more adaptable means of travel for everyone. He explained that the mobility plan filled the gaps with improved cross paths, sidewalks, and intersections. The mobility fee is only assessed for new developments only. It is not assessed on existing businesses or residences. It is intended to replace Palm Beach County's impact fee. It is specifically stated in the Florida Statute as an alternative. The development pays a one-time fee to mitigate their impact and pay for the identified improvements in the Village Mobility Plan. He explained the intent of the fee. Mr. Paul discussed neighboring municipalities' fees. He discussed the comparison of fees to other cities. He explained the fee structure is different for Wellington and Royal Palm because they have a fee schedule in addition to the County.

The primary intent of the Plan Amendment is consistent with the Florida Statute to replace the current County-mandated transportation fee system with an alternative mobility plan fee. This has been in existence since 2013. Palm Beach Gardens implemented it in 2019, and other communities throughout Florida are

also doing it. In 2024, the legislation clarified that local governments have the ability to use the alternative method. Only one fee would be assessed to be collected by the entity that issues building permits. The plan would be based on a mobility plan. He stated that this is not to be adopted but will allow it to get transmitted. To replace the currently mandated plan. He discussed the expected process and challenges with Palm Beach County.

Vice Mayor Waller asked who paid the legal expenses between Palm Beach County and Advenir for Developer fees. He stated that because Advenir initiated the lawsuit, they incurred all the legal fees. Mr. Paul also mentioned that legal action is possible, and it is something the Council will have to consider when it is presented for adoption.

Mayor Smith offered the public an opportunity to speak.

Khurshid Mohyuddin from Palm Beach County Planning Division at 2300 Jog Road entered a letter from Mrs. Thuy Shutt to the record (see attached).

At this point, the Assistant Village Manager, Mrs. Glas-Castro, entered a response to the record.

The Village Attorney, Mrs. Goddeau, read the title of the caption to the record.

Vice Mayor Waller moved to recommend approval to the Village Council of Ordinance No. 2025-02; Council Member Ready seconded the motion. The said motion carried 5-0.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:31 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Local Planning Agency Meeting held on March 13, 2025. Which minutes were formally approved and adopted by the Village Council on April 10, 2025.

Kimberly M. Wynn

Village Clerk

NEXT MEETING

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS TO MODIFY THE TRANSPORTION AND MOBILITY ELEMENT TO ADOPT A MOBILITY PLAN BY REFERENCE AND TO ADD NEW GOALS, OBJECTIVES AND POLICIES THAT ARE CONSISTENT WITH THE ADOPTED MOBILITY PLAN AND WITH FLORIDA STATUTES IN ORDER TO ESTABLISH AN ALTERNATIVE TRANSPORTATION SYSTEM; PROVIDING FOR RECITALS, ADOPTION, CONFLICTS, REPEAL, SEVERABILITY, APPLICABILITY, TRANSMITTAL, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the Goals, Objectives, and Policies of the Palm Springs Comprehensive Plan to modify policies pertaining to Palm Beach County's existing transportation concurrency management program to include a Village Mobility Plan and fee system. The proposed ordinance serves the public by:

- allowing the use of mobility fees collected through this system to fund transportation infrastructure including not only roads, but also sidewalks, bike paths, and other multi-modal improvements; and
- creating a less automobile-dependent transportation system.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

A future ordinance will consider a proposed fee schedule which will be assessed on new development. The proposed comprehensive plan amendments adopt the Village Mobility Plan by reference and do not have a direct cost to businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None are proposed by the subject ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The Village may incur increased costs with the implementation of the recommendations in the Mobility Plan, which pertain to road, pedestrian, bicycle, and transit improvements. There are no new charges or fees that will be imposed on businesses by the subject ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed comprehensive plan amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

It is anticipated that a proposed Mobility Fee Schedule will be considered in June or July, 2025 by the Village Council.

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.

MOBILITY PLAN 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. In 2025, the Village developed a Mobility Plan that identified improvements, programs, services, and studies, collectively referred to as "mobility projects", to mitigate the travel demand impacts of new development, enhance the existing transportation system, and serve as the basis for development of a mobility fee. The Village can utilize the identified mobility projects 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 system 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 site assessment traffic impact analysis study for proposed developments that addresses internal circulation and on-site access connections to Village's transportation system for vehicular and non-vehicular travel as a condition of the Development Permit.

Policy TM 3.1.4 – ~~Applicants for new development shall mitigate off-site traffic impacts to the transportation system through payment of a mobility fee to the Village. 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 shall negotiate with Palm Beach County the utilization of a portion of mobility fees paid by applicants to mitigate traffic impacts and fund mobility projects on County Roads identified in the Village's Mobility Plan. 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 ~~non-vehicular pedestrian~~ cross-access between adjacent properties to reduce the need for vehicular trips on external 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 ~~system~~ 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 ~~system~~ 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 and Mobility Plan is compatible with related municipal plans.

Policy TM 3.2.6 – The Village of Palm Springs shall continue to coordinate transportation mobility planning and mobility projects ~~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 developments to reduce the need for vehicular trips.

Policy TM 3.2.9 – The Village of Palm Springs shall coordinate transportation mobility 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 Village's Mobility Plan. ~~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:

Village Local Roads: LOS "C" for Annual Average Daily Traffic (AADT), and LOS "D" for Peak Hour

Village Collector Roads: LOS "D"

County Roads: LOS "D"

FDOT Roads: FDOT LOS standards ~~LOS "D"~~

Policy TM 3.3.2 – Level Of Service (LOS) standards are intended to be used for mobility planning purposes and site access studies, not for regulating development. The Village of Palm Springs recognizes County and FDOT's level of service standards but is not financially responsible for ensuring those standards are maintained. 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.

Policy TM 3.3.3 – The Village may elect to establish standards that would require proposed amendments to the Comprehensive Plan that result in an increase in travel above to be defined thresholds to evaluate the impact of the development on Level Of Service (LOS) standards and to identify appropriate mitigation or require an update to mobility projects and the Village's mobility fee.

Policy TM 3.3.4 – The Village may evaluate the establishment of Street Quality of Service (QOS) standards as a complement to or as a replacement of Village and County Level Of Service (LOS) standards. The Village may also establish Street QOS standards for State Roads to be used in conjunction with FDOT established LOS standards.

Policy TM 3.3.5 – The Village may evaluate the establishment of Multimodal and Transit Quality of Service (QOS) standards.

Policy TM 3.3.6 – The Village will coordinate with FDOT on the utilization of Context Classifications for functionally classified roads in the Mobility Plan.

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 as part of its Mobility Plan. ~~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 mobility 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 will pursue multiple sources of funding such as mobility fees, gas and sales tax, assessments and property tax, grants, loans, and partnerships for mobility projects identified in the Mobility Plan and for maintenance and operation of the existing transportation system. ~~Transportation Program shall be cost feasible.~~

Policy TM 3.5.1 – Before expanding the transportation system ~~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 system ~~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 system ~~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 system 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 Mobility Plan ~~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 adopted LOS standards ~~“D” by 2030~~, as documented in the most recently adopted LRTP. ~~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 ALTERNATIVE TRANSPORTATION SYSTEM ~~TCEA~~

Objective TM 4.2 – The Village of Palm Springs shall establish an alternative transportation system to replace transportation concurrency, transportation concurrency exception areas, and traffic mitigation payments and fees for development consistent with the Comprehensive Plan through adoption of a mobility fee based on the Village’s Mobility Plan. ~~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 Mobility Plan shall identify the mobility projects needed to accommodate travel demand from development, mitigate impacts to the transportation system from that development, and enhance mobility for the Village’s residents, businesses, employees, students, patrons, and visitors. 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 4.2.3 – ~~The Village of Palm Springs shall administer, implement, maintain, and periodically update its Mobility Plan and Mobility Fee to plan, design, fund, and construct mobility projects to enhance the transportation system. 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 transportation network shall be planned and designed to accommodate and promote multiple modes of travel by advancing the following Mobility Plan tenets: ~~The Village of Palm Spring shall adopt local TCEA regulations, no later than 2025, consistent with the Palm Beach County TCEA policy.~~

- a) Mobility: The ability to move people from place (origin) to place (destination) by multiple modes (walk, bike, transit, vehicle) of travel in a timely (speed) and efficient manner;
- b) Accessibility: The ease at which people of all abilities and ages reach, enter, and use modes of travel at the origin and destination of their trip. Transit systems are frequently burdened with addressing the issue of first and last mile access. Providing Americans with Disabilities Act (ADA)-compliant curb access ramps at origins, destinations, intersections, driveways, and mid-block crossings is imperative to removing impediments for vulnerable users such as the disabled, children, the elderly, and people riding bicycles and micromobility devices;
- c) Connectivity: The number of route options people have available to them and the directness and/or distance of those routes. Innovative approaches to enhance connectivity, such as low speed or shared streets, along with using paths, trails, and multi-modal ways for non-vehicular connections, improve mobility and accessibility for people walking, bicycling, accessing transit, and using new mobility technology;
- d) Visibility: The frequency at which those driving a car see people walking, bicycling, riding various micromobility devices, and accessing transit. More people walking and biking equates to greater awareness that people walk and bicycle, which further equates to safety in numbers;
- e) Continuity: The provision of uninterrupted consistency of sidewalks, paths, trails, and bike lanes in width and condition with logical beginning and endpoints that are without gaps and without sudden and abrupt termination. Roads do not suddenly terminate without warning, change number of lanes, or randomly change width without proper transitions and appropriate signage: neither should sidewalks, paths, trails, or bike lanes;

- f) Safety: The combination of behavioral and physical design elements of the built environment that make the multi-modal transportation system comfortable and pleasant for all ages and abilities;
- g) Equity: The ability to access relevant activities such as employment, education, entertainment, health care, personal services, recreation, and retail opportunities by people of all ages, abilities, race, and socioeconomic strata without undue and unjust burden. Equitable mobility provides transportation mobility for not only underserved or disadvantaged communities but also vulnerable users. People have a fundamental right to move around easily, safely, and conveniently;
- h) Social Value: The people-to-people connections one experiences in a shared space environment, whether biking, walking, or riding transit. The social value of these interactions increases both individual happiness and societal happiness through active engagement with the community that overall increases the quality of life and fosters independence, especially for children and the elderly.
- i) Comfort: The sum of all the mobility plan tenets plus the overall quality of the built environment provided for the various mobility modes that allow for comfortable travel, trip satisfaction, travel choice, and time-cost choice.

Policy TM 4.2.4 – The Village of Palm Springs shall consult with the County, FDOT, the Palm Beach TPA, other transportation providers, and drainage authorities on the identification of mobility projects and development, maintenance, and update of the Village's Mobility Plan. 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 mobility projects established in the Mobility Plan shall serve as the basis for calculation of the Village's mobility fee. The mobility fee shall be a one-time assessment to mitigate the impact of development on the transportation system. The mobility fee shall meet the dual rational nexus test and shall be roughly proportional to the person travel demand generated by development. 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 mobility fee shall be the only transportation mitigation fee assessed on development within the Village to ensure that new development is not held to a higher standard than existing development, is not assessed for systemwide deficiencies, is not paying twice for the same impacts, and is not paying more than the cost of mobility projects reasonably attributable to the travel demand impact of new development. 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 will make its best efforts to negotiate an interlocal agreement with the County to allocate a share of the mobility fees collected within the Village to fund mobility projects on County Roads identified in the Village's Mobility Plan. will attempt to—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	Retail²	Industrial/ Warehouse	Office	Other Non- residential
Existing Land Use Totals	677	1,368,176	150,313	89,315	247,426
Planned Land Use Totals ¹	2766	1,432,127	300,669	153,266	247,426
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	3181	1,790,159	330,736	168,593	272,169
Minimum Allowable	2351	1,074,095	270,602	137,939	222,683
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	21,210		2,207		
Allowable Land Use Ratios	Residential/ Office		Residential/ Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	14.0		3.9		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TM-2

**Urban Redevelopment Area–TCEA for Congress Avenue Corridor
Monitoring Table**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- residential
Existing Land Use Totals	1,743	574,144	35,146	134,716	58,188
Planned Land Use Totals ¹	1,743	619,949	815,146	180,521	58,188
Allowable variance +/- (%)	15%	25%	15%	25%	25%
Maximum Allowable	2,004	774,936	937,418	225,651	72,735
Minimum Allowable	1,482	464,962	692,874	135,391	43,641
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	17,417		1,872		
Allowable Land Use Ratios	Residential/ Office		Residential/ Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	6.6		1.47		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TM-3

**Urban Redevelopment Area–TCEA for Military Trail South Corridor
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- Residential
Existing Land Use Totals	168	1,032,180	120,880	119,302	117,109
Planned Land Use Totals ¹	1,871	1,954,540	582,060	1,041,662	117,109
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	5,602	2,443,175	640,266	1,145,828	128,820
Minimum Allowable	4,140	1,465,905	523,854	937,496	105,398
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	84,340		8,792		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	3.6		5.4		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

TABLE TM-4

**Urban Redevelopment Area–TCEA for Lake Worth Rd/Congress Ave South Corridor
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- Residential
Existing Land Use Totals	266	403,369	240,275	222,571	86,967
Planned Land Use Totals ¹	1,152	914,009	495,595	733,211	86,967
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	1,325	1,442,511	545,151	806,532	95,664
Minimum Allowable	979	685,997	446,039	659,890	78,270
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	34,390		3,773		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	1.2		1.5		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

TABLE TM-5

**Urban Redevelopment Area–TCEA for Florida Mango & 10th Avenue Node
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- Residential
Existing Land Use Totals	13	90,095	NA	95,705	NA
Planned Land Use Totals ¹ Allowable variance +/- (%)	107 15%	223,715 25%	66,810 10%	229,325 10%	NA
Maximum Allowable Minimum Allowable	123 91	279,644 167,786	73,491 60,129	252,258 206,393	NA
Allowable Vehicle Trips		Daily Traffic	PM Peak Hour Traffic		
Planned Land Use Net New Trips		7,644	859		
Allowable Land Use Ratios at Buildout		Residential/Office	Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³		0.36	1.24		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

DEFINITIONS AND ACRONYMS

Complete Streets - Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient. Complete Street policies are set at the state, regional, and local levels and are frequently supported by roadway design guidelines.

Development - New development, redevelopment, or expansion of existing development, change or use, or modification of land.

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.

Impact – An increase in travel demand by development above the demand generated by the existing use of property.

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 - The movement of people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner. ~~Movement of people and goods.~~

Mobility Fee - A monetary exaction imposed on new development, that results in an increase in impact to the transportation system, to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Plan - The establishment of mobility projects within and adjacent to the Village to meet future travel demand from new development within the Village over a 10 to 20 year period that serves as the basis for the Village's mobility fee.

Mobility Project - The improvements, programs, services, and studies identified in the most recently adopted mobility plan to accommodate the impacts from new development within the Village and to enhance the safety, connectivity, and convenience of the transportation system.

Mode - The choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, rail, transit, taxi, using a new mobility technology, and the conveyance of goods by air, pipeline, rail, space, vehicle or water. ~~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.

Quality of Service (QOS) - A quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Shared-Use Path - A paved path typically 12 feet wide but may commonly vary from 10 feet to 14 or more feet depending upon constraints of volume of use, separated from vehicle travel lanes and designed for use of non-vehicular modes of travel.

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.

Transportation System – The right-of-way, easements, roads, streets, alleyways, curb-cuts, on-street parking, traffic control devices, stormwater management facilities, utilities, sidewalks, bike lanes, bridges, boardwalks, shared-use paths, trails, and transit facilities that allow for circulation, mobility, and parking within the Village and accessibility to land uses, property, and modes of transportation within the Village.

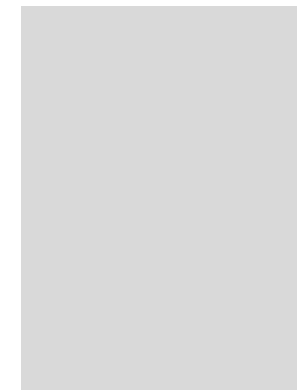
Travel Demand – The mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation network.

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.



GO Palm Springs
MOBILITY
Plan and Fee



2/25

Village of Palm Springs

MOBILITY PLAN AND FEE

Planning Board



MOBILITY COHORT



Introduction



Jonathan Paul, AICP
Mobility Planner



Uyen Dang, PE
Transportation Engineer
DD=C

What is a Mobility Plan?

- **A Mobility Plan** is a 20 year vision of the Town's transportation system to transition from one focused primarily on moving vehicles to moving people.
- **Mobility Plans** create a balance between reducing congestion and support community growth.
- **Mobility Plans** are required by Florida Statute to serve as the basis for development of a **Mobility Fee**.



A **Mobility Plan** is
the basis to establish
a Mobility Fee.

Why do we need it?

A **Mobility Plan** assists
the Town in prioritizing
projects in their long
range plans and helps get
projects funded

Mobility fees, established through mobility
plans, create additional revenue that the Town
can use to fund mobility projects.





Complete Streets

VILLAGE OF PALM SPRINGS MOBILITY STUDY AND FEE



**ACTIVE
SIDEWALKS**



**DEDICATED
BIKE LANES**



**ACTIVE
ROADWAY**



**SAFE
CROSSWALKS**



**FURNISHING
ZONE**



**GREEN
SPACES**

Community Engagement

Hispanic Heritage
Festival



9/21/2024

Spooky Springs
Halloween Trunk or Treat



10/19/2024

Senior Citizen Health
Expo



10/30/2024

Village Tree Lighting



12/7/2024

Touch a Truck



2/8/2025

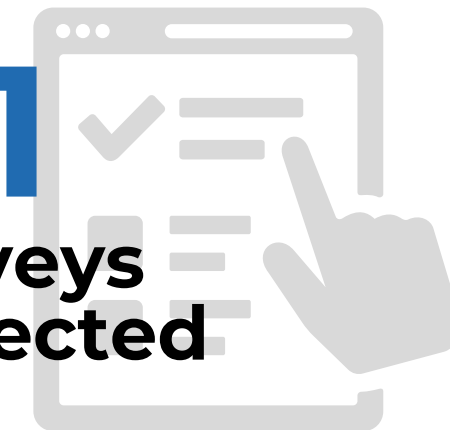


5
Community
Events

ENGAGEMENT

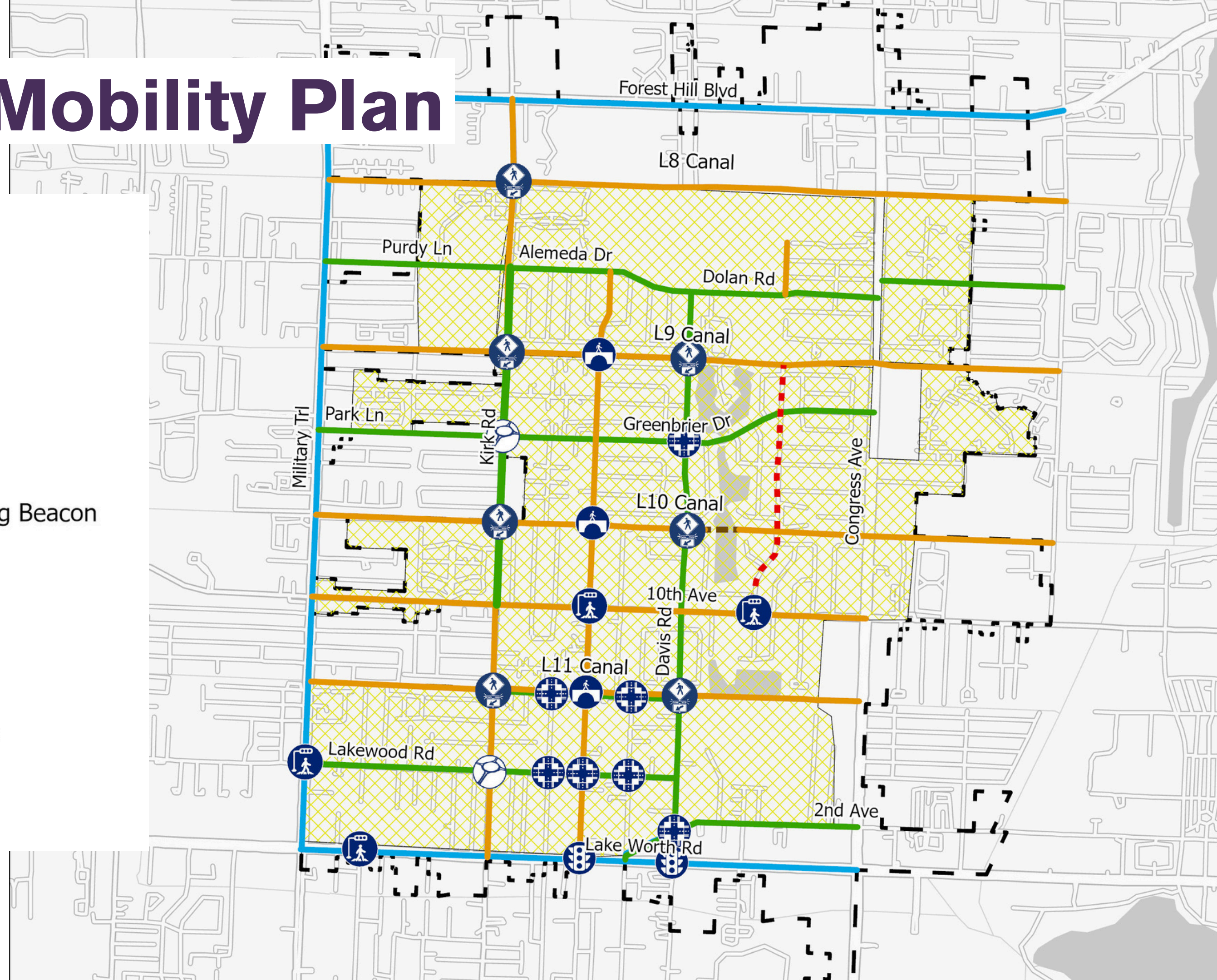
✓ **400+**
Residents
and Visitors

111
Surveys
Collected



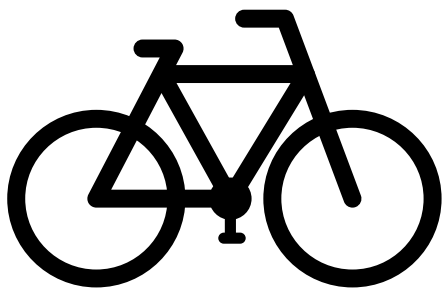
Draft 2045 Mobility Plan

-  New Signalized
-  Pedestrian Signal
-  Roundabout
-  Raised Intersection
-  Pedestrian Bridge
-  Rectangular Rapid Flashing Beacon
-  Bike Boulevard
-  Multi-Use Path
-  Lane Repurposing
-  Boardwalk
-  Complete Streets Projects
-  Traffic Calming
-  City Limit

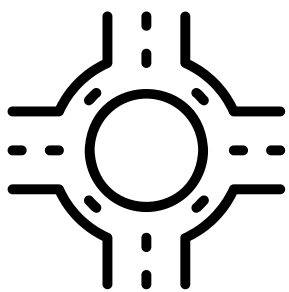


Draft 2045 Mobility Plan

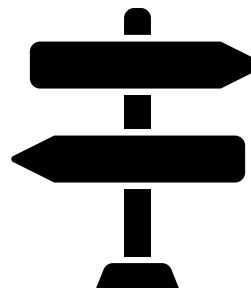


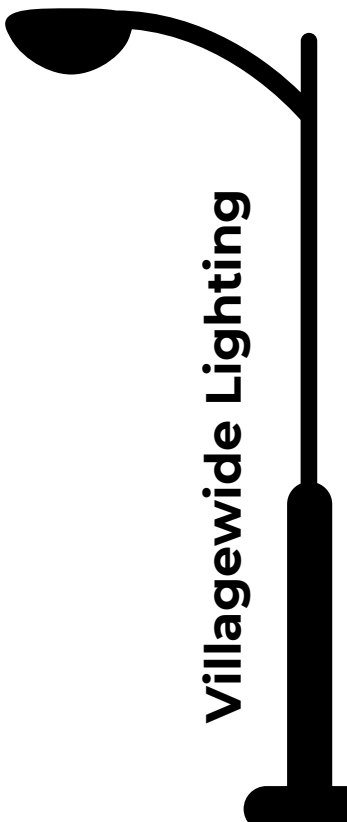
11 Miles 
Separated/Protected Bike Lanes

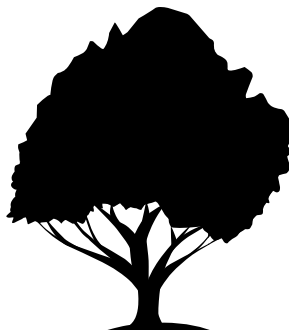
14 Miles 
Sidewalks and Curb Ramps

49 Miles 
Traffic Calmed Streets


Transit Shuttle


Wayfinding


Village-wide Lighting


Shade Trees


New Crosswalks



9 Miles **Complete Streets Projects**

Comprehensive Plan Amendment

- Draft Comprehensive Plan Amendment
- Incorporate Mobility Plan and Mobility Fee

Questions and Comments?

Next Steps

- Transmit Comprehensive Plan Amendment
- Complete Mobility Plan and Mobility Fee Technical Report
- Draft Mobility Fee Ordinance
- 1st Reading of the Mobility Fee Ordinance and Comprehensive Plan Amendment adoption
- 2nd Reading of Mobility Fee Ordinance and Adoption

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) “Mobility fee” means a local government fee schedule established by ordinance and based on the projects included in the local government’s adopted mobility plan.

(33) “Mobility plan” means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms “terminals” and “transit facilities” do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government’s concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may it is encouraged to adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted may not use an alternative transportation system be used to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation A mobility fee-based funding system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose that is not mobility fee-based shall not be applied in a manner that imposes upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any other form of exaction; related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term “infrastructure” means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term “public facilities” means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

The following is a summary explanation for the proposed changes to the Village of Palm Springs Comprehensive Plan for the development of a mobility plan and a mobility fee:

Amendment: ~~Mobility Plan 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. In 2025, the Village developed a Mobility Plan that identified improvements, programs, services, and studies, collectively referred to as “mobility projects”, to mitigate the travel demand impacts of new development, enhance the existing transportation system, and serve as the basis for development of a mobility fee. The Village can utilize the identified mobility projects 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.

Purpose: *The Village Transportation/Mobility Master Plan is being updated as part of the development of a mobility fee to reflect existing conditions in 2025 and the identification of future mobility projects in a Mobility Plan that serve as the basis for the mobility fee.*

Amendment: (system replacing network)

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 system ~~network~~.

Purpose: *Florida Statute requirements for the transportation element of comprehensive plans refers to a local governments transportation system. The terms system and network are used interchangeably throughout the Village’s Comprehensive Plan. There are several updates that will be noted that reflect system versus ~~network~~.*

Amendment: (alternative transportation system)

Policy TM 3.1.3 – The Village of Palm Springs shall ~~continue to~~ require that applicants provide a site assessment traffic impact analysis study for proposed developments that addresses internal circulation and on-site access connections to Village’s transportation system for vehicular and non-vehicular travel as a condition of the Development Permit.

Purpose: *Traffic impact analysis is associated with transportation concurrency and more specifically Palm Beach County’s transportation system. Under the current concurrency system, the traffic impact analysis is intended to identify needs. Then development may be required to make a proportionate share payment to mitigate those needs.*

Mobility fees are considered an alternative transportation system in Florida Statute intended to replace transportation concurrency. The mobility plan is intended to identify mobility projects to address transportation system needs external to individual developments. These external needs are mitigated for through payment of a mobility fee. Developments are still required to ensure on-site circulation and access connections (i.e., driveways or intersections) to the external transportation system are provided in a safe and efficient manner that does not impede vehicular and non-vehicular travel. Mobility projects in the Mobility Plan do not address development specific access connections or needs, that is the purpose for site assessment studies.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment: Policy TM 3.1.4 – Applicants for new development shall mitigate off-site traffic impacts to the transportation system through payment of a mobility fee to the Village. ~~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.~~

Purpose: See purpose under alternative transportation system.

Amendment: Policy TM 3.1.5 – The Village of Palm Springs shall negotiate with Palm Beach County the utilization of a portion of mobility fees paid by applicants to mitigate traffic impacts and fund mobility projects on County Roads identified in the Village's Mobility Plan. ~~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.~~

Purpose: The recently adopted (2024) amendments to Florida Statute through House Bill (HB) 479 require municipalities and counties to address mitigation to each entities transportation system based on the local governments mobility plan.

Amendment: 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 non-vehicular ~~pedestrian~~ cross-access between adjacent properties to reduce the need for vehicular trips on external roadways.

Purpose: Cross access impacts non-vehicular modes of travel such as bicycling or scooting just as much as it does people walking (i.e., pedestrians). This amendment provides clarification.

Amendment: Objective TM 3.2 – The Village of Palm Springs will provide an efficient interrelationship between the transportation system ~~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 system ~~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.

Purpose: See purpose under system versus network.

Amendment: 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 and Mobility Plan is compatible with related municipal plans.

Purpose: Recognizes the need to also collaborate Mobility Plans.

Amendment: Policy TM 3.2.6 – The Village of Palm Springs shall continue to coordinate transportation mobility planning and mobility projects ~~improvements~~ with the Palm Beach TPA.

Purpose: Recognizes the need to coordinate mobility planning and projects.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment: *Policy TM 3.2.9* – The Village of Palm Springs shall coordinate transportation mobility 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

Purpose: *Clarification.*

Amendment: *Objective TM 3.3* – The Village of Palm Springs seeks to satisfy the majority of transportation demands within the Village, as identified in the Village's Mobility Plan. ~~Transportation Element's Data, Inventory and Analysis and best available data from Palm Beach County and the Palm Beach TPA.~~

Purpose: *The Mobility Plan includes an evaluation of existing conditions based on the most recent and localized data.*

Amendment: (Level of Service)

Policy TM 3.3.1 – The Village of Palm Springs adopts the following Level Of Service (LOS) standards:

Village Local Roads: LOS "C" for Annual Average Daily Traffic (AADT), and LOS "D" for Peak Hour

Village Collector Roads: LOS "D"

County Roads: LOS "D"

FDOT Roads: FDOT LOS standards ~~LOS "D"~~

Purpose: *Level of service (LOS) standards have been established to determine the level of traffic that can be accommodated before improvements are needed. They have also been used as a tool for regulating development through transportation concurrency. Florida Statute states that where a local government uses LOS standards to regulate development, the local government is also responsible for showing how those standards are achieved in its five year Capital Improvements Program.*

The establishment of an alternative transportation system is to allow development to mitigate its transportation impact through payment of a mobility fee. The intent of a Mobility Plan is to plan for future mobility planning using multiple modes of travel, not just driving.

This global amendment is to reflect that roadway LOS is intended for mobility planning purposes and the identification of future needs to be addressed through the mobility plan. Subsequent amendments stipulate that the Village is not financially responsible for maintaining another governmental entities LOS standard. Florida Statute stipulates that by establishing a LOS standard, a local government is the entity responsible for paying to maintain that standard. Private development would only be responsible for impacts that caused a roadway to exceed that standard. Private development cannot be made responsible for roadways that already exceed capacity (i.e., backlogged or deficient). Since LOS standards place financial obligations on local governments, many who adopt alternative transportation systems also consider alternatives to LOS standards. As part of future Comprehensive Plan amendments, the Village may elect to replace road LOS with Street Quality of Service (QOS) standards.

Amendments: *Policy TM 3.3.2* – Level Of Service (LOS) standards are intended to be used for mobility planning purposes and site access studies, not for regulating development. The Village of Palm Springs recognizes County and FDOT's level of service standards but is not financially responsible for ensuring those standards are maintained. ~~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.~~

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Policy TM 3.3.3 – The Village may elect to establish standards that would require proposed amendments to the Comprehensive Plan that result in an increase in travel above to be defined thresholds to evaluate the impact of the development on Level Of Service (LOS) standards and to identify appropriate mitigation or require an update to mobility projects and the Village’s mobility fee.

Policy TM 3.3.4 – The Village may evaluate the establishment of Street Quality of Service (QOS) standards as a complement to or as a replacement of Village and County Level Of Service (LOS) standards. The Village may also establish Street QOS standards for State Roads to be used in conjunction with FDOT established LOS standards.

Policy TM 3.3.5 – The Village may evaluate the establishment of Multimodal and Transit Quality of Service (QOS) standards.

Purpose: See purpose under level of service.

Amendment: Policy TM 3.3.6 – The Village will coordinate with FDOT on the utilization of Context Classifications for functionally classified roads in the Mobility Plan.

Purpose: The Florida Department of Transportation (FDOT) has adopted Complete Street guidelines. As part of those guidelines, it has established context classifications. The Mobility Plan includes an evaluation of the Village’s transportation system based on those context classifications. The classifications are relatively new and subject to change as municipalities further urbanize. Coordination with FDOT, given the number of State Roads within and adjacent to the Village, should be coordinated with to further refine roadway context classifications.

Amendment: Objective TM 3.4 – The Village of Palm Springs shall identify future roadway needs and capacity requirements for roads and streets within the Village as part of its Mobility Plan. ~~on an annual basis.~~

Purpose: The Mobility Plan is intended to be a planning tool utilized by the Village to plan for future transportation mobility needs.

Amendment: Policy TM 3.4.1 – The Village of Palm Springs shall continue to coordinate with the Palm Beach TPA to identify future transportation mobility 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).

Purpose: Clarification

Amendment: Objective TM 3.5 – The Village of Palm Spring’s will pursue multiple sources of funding such as mobility fees, gas and sales tax, assessments and property tax, grants, loans, and partnerships for mobility projects identified in the Mobility Plan and for maintenance and operation of the existing transportation system. ~~Transportation Program shall be cost feasible.~~

Purpose: Indicates that the Village will pursue multiple avenues for funding mobility projects.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment: Policy TM 3.5.1 – Before expanding the transportation ~~system 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 3.5.3 – The Village of Palm Springs shall prioritize transportation funding that results in Complete Streets, providing mobility for all transportation ~~system network~~ users, in coordination with FDOT and the Palm Beach TPA.

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 ~~system network~~.

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 ~~system network~~.

Purpose: *See purpose under system versus network.*

Amendment: 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 Mobility Plan 2021 ~~Transportation/Mobility Master Plan~~ are incorporated into the LRTP for prioritization and funding.

Purpose: *Updated reference to Mobility Plan*

Amendment: 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.

Purpose: *Florida Statute allows for any local government to adopt alternative transportation systems to replace transportation concurrency. The Palm Beach County Comprehensive Plan requires transportation concurrency under the County system.*

Amendment: 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 adopted LOS standards “D” ~~by 2030, as documented in the most recently adopted LRTP. Village’s 2021 Transportation/Mobility Master Plan.~~

Purpose: *As the Village transitions to a mobility plan and mobility fee system, emphasis will be on mobility projects to enhance the transportation system. Future level of service deficiencies and the need for capacity improvements on State and County Roads, which primarily carry through traffic, would be identified through the Long Range Transportation Plan.*

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment:

Objective TM 4.2 Alternative Transportation system TCEA

Objective TM 4.2 – The Village of Palm Springs shall establish an alternative transportation system to replace transportation concurrency, transportation concurrency exception areas, and traffic mitigation payments and fees for development consistent with the Comprehensive Plan through adoption of a mobility fee based on the Village’s Mobility Plan. ~~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 Mobility Plan shall identify the mobility projects needed to accommodate travel demand from development, mitigate impacts to the transportation system from that development, and enhance mobility for the Village’s residents, businesses, employees, students, patrons, and visitors. ~~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 4.2.3 – The Village of Palm Springs shall administer, implement, maintain, and periodically update its Mobility Plan and Mobility Fee to plan, design, fund, and construct mobility projects to enhance the transportation system. ~~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 transportation network shall be planned and designed to accommodate and promote multiple modes of travel by advancing the following Mobility Plan tenets: ~~The Village of Palm Spring shall adopt local TCEA regulations, no later than 2025, consistent with the Palm Beach County TCEA policy.~~

- a) Mobility: The ability to move people from place (origin) to place (destination) by multiple modes (walk, bike, transit, vehicle) of travel in a timely (speed) and efficient manner;
- b) Accessibility: The ease at which people of all abilities and ages reach, enter, and use modes of travel at the origin and destination of their trip. Transit systems are frequently burdened with addressing the issue of first and last mile access. Providing Americans with Disabilities Act (ADA)-compliant curb access ramps at origins, destinations, intersections, driveways, and mid-block crossings is imperative to removing impediments for vulnerable users such as the disabled, children, the elderly, and people riding bicycles and micromobility devices;
- c) Connectivity: The number of route options people have available to them and the directness and/or distance of those routes. Innovative approaches to enhance connectivity, such as low speed or shared streets, along with using paths, trails, and multi-modal ways for non-vehicular connections, improve mobility and accessibility for people walking, bicycling, accessing transit, and using new mobility technology;
- d) Visibility: The frequency at which those driving a car see people walking, bicycling, riding various micromobility devices, and accessing transit. More people walking and biking equates to greater awareness that people walk and bicycle, which further equates to safety in numbers;
- e) Continuity: The provision of uninterrupted consistency of sidewalks, paths, trails, and bike lanes in width and condition with logical beginning and endpoints that are without gaps and without

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

sudden and abrupt termination. Roads do not suddenly terminate without warning, change number of lanes, or randomly change width without proper transitions and appropriate signage; neither should sidewalks, paths, trails, or bike lanes;

- f) Safety: The combination of behavioral and physical design elements of the built environment that make the multi-modal transportation system comfortable and pleasant for all ages and abilities;
- g) Equity: The ability to access relevant activities such as employment, education, entertainment, health care, personal services, recreation, and retail opportunities by people of all ages, abilities, race, and socioeconomic strata without undue and unjust burden. Equitable mobility provides transportation mobility for not only underserved or disadvantaged communities but also vulnerable users. People have a fundamental right to move around easily, safely, and conveniently;
- h) Social Value: The people-to-people connections one experiences in a shared space environment, whether biking, walking, or riding transit. The social value of these interactions increases both individual happiness and societal happiness through active engagement with the community that overall increases the quality of life and fosters independence, especially for children and the elderly.
- i) Comfort: The sum of all the mobility plan tenets plus the overall quality of the built environment provided for the various mobility modes that allow for comfortable travel, trip satisfaction, travel choice, and time-cost choice.

Policy TM 4.2.4 – The Village of Palm Springs shall consult with the County, FDOT, the Palm Beach TPA, other transportation providers, and drainage authorities on the identification of mobility projects and development, maintenance, and update of the Village’s Mobility Plan. 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 mobility projects established in the Mobility Plan shall serve as the basis for calculation of the Village’s mobility fee. The mobility fee shall be a one-time assessment to mitigate the impact of development on the transportation system. The mobility fee shall meet the dual rational nexus test and shall be roughly proportional to the person travel demand generated by development. 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 mobility fee shall be the only transportation mitigation fee assessed on development within the Village to ensure that new development is not held to a higher standard than existing development, is not assessed for systemwide deficiencies, is not paying twice for the same impacts, and is not paying more than the cost of mobility projects reasonably attributable to the travel demand impact of new development. 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 will make its best efforts to negotiate an interlocal agreement with the County to allocate a share of the mobility fees collected within the Village to fund mobility projects on County Roads identified in the Village’s Mobility Plan. will attempt to acknowledge 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.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

~~**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.~~

The amendment also includes the deletion of TM Tables 1 thru 5.

Purpose: *See purpose under alternative transportation system. Further, Palm Beach County objected to the Village's attempts to establish a TCEA. The Florida Legislature has replaced TCEA's with alternative transportation systems, such as a mobility fee based on a mobility plan. Florida Statute very clearly states that any local government can adopt an alternative transportation systems and makes no exception for exempting local governments in charter Counties.*

Amendment: DEFINITIONS AND ACRONYMS

Development - New development, redevelopment, or expansion of existing development, change or use, or modification of land.

Impact – An increase in travel demand by development above the demand generated by the existing use of property.

Mobility - The movement of people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner. ~~Movement of people and goods.~~

Mobility Fee - A monetary exaction imposed on new development, that results in an increase in impact to the transportation system, to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Plan - The establishment of mobility projects within and adjacent to the Village to meet future travel demand from new development within the Village over a 10 to 20 year period that serves as the basis for the Village's mobility fee.

Mobility Project - The improvements, programs, services, and studies identified in the most recently adopted mobility plan to accommodate the impacts from new development within the Village and to enhance the safety, connectivity, and convenience of the transportation system.

Mode - The choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, rail, transit, taxi, using a new mobility technology, and the conveyance of goods by air, pipeline, rail, space, vehicle or water. ~~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.~~

~~**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.~~

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Quality of Service (QOS) - A quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Shared-Use Path - A paved path typically 12 feet wide but may commonly vary from 10 feet to 14 or more feet depending upon constraints of volume of use, separated from vehicle travel lanes and designed for use of non-vehicular modes of travel.

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 System – The right-of-way, easements, roads, streets, alleyways, curb-cuts, on-street parking, traffic control devices, stormwater management facilities, utilities, sidewalks, bike lanes, bridges, boardwalks, shared-use paths, trails, and transit facilities that allow for circulation, mobility, and parking within the Village and accessibility to land uses, property, and modes of transportation within the Village.

Travel Demand – The mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation network.

Purpose: *The amendments reflect terms used for mobility plans and mobility fees.*



**Planning, Zoning
& Building Department**

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West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Compliance 233-5500
Contractor Regulations 233-5525
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**Palm Beach County
Board of County
Commissioners**

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Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

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Bobby Powell Jr.

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
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Emailed on March 13, 2025

March 13, 2025

Mr. Michael Bornstein
Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

**RE: Village of Palm Springs Transportation and Mobility Fee
Amendments – PSP 222**

Dear Mr. Bornstein,

Palm Beach County staff submits this letter pursuant to Chapter 163.3184(3)(b)3, Florida Statutes (F.S.), as formal comments to the proposed Transportation Element amendments to the Village of Palm Springs' (Village) Comprehensive Plan, repealing the countywide road impact fee, transportation concurrency, and proportionate share and replacing them with the Village's mobility fee within the Village's jurisdiction. Please note that a municipality cannot unilaterally repeal these laws and corresponding fees by amending its comprehensive plan in a charter county, according to Florida Constitution, Article VIII(1)(d)(g).

"Counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. The charter shall provide which shall prevail in the event of conflict between county and municipal ordinances."

According to this Article, the Constitution requires a county charter to have provisions explaining the circumstances under which a county ordinance will trump a conflicting municipal ordinance. Palm Beach County Charter, Section 1.3 (2), provides that county ordinances prevail in matters associated with impact fees relating to county road programs; Section 1.3(4), does the same for traffic concurrency as it relates to all collector and arterial roads that are not the responsibility of any municipality.

The Palm Beach County Charter is found in its entirety at the link below:
<http://discover.pbcgov.org/pdf/publications/charter.pdf>

A close on-going coordination between the Village and the County, therefore, must take place to develop a mobility plan and fee that does not replace but supplements the countywide systems. Such coordination is required, as Traffic Performance Standards and Impact Fee regulations apply in all cities pursuant to Palm Beach County's Charter, including the Village of Palm Springs. Please also note that any attempt by the Village to repeal and replace County road impact fees, transportation concurrency, and proportionate share directly contradicts Section 163.3180, Florida Statutes, which provides that the Village and County *must* create and execute an interlocal agreement to coordinate the mitigation of our respective impacts. In the near future, the County will be providing an interlocal agreement in accordance with the state statutes.

The County has provided a "Notice of Intent to Object" through the



Intergovernmental Plan Amendment Review Committee (IPARC). Subsequently, the County and the Village staff have met (via Zoom) on February 21, 2025 pursuant to IPARC procedures and the County staff proposed modifications to reflect that the Village's proposed Mobility Fees be in addition to the current countywide impact fees.

Please note that per s. 163.3184(3)(b)3, F.S., the City's proposed amendment is inconsistent with several of the County's Comprehensive Plan policies (attached) including, but not limited to, Transportation Element policies 1.1-a, 1.1-b, 1.3-i, 1.12-b, 1.12-d, 1.13-a, 1.13-d, 1.13-e, and 1.13-f, and Capital Improvement Element Policy 1.6-e.3

We request that the Village continue in its ongoing coordination and support with the County as the upcoming Countywide Transportation Master Plan (CTMP) is developed to ensure that all transportation needs are met to best serve all Palm Beach County residents and visitors. In light of the upcoming CTMP, any action on the above referenced ordinance is premature.

Please let me know if you have any questions or need more information regarding this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Thuy Shult", is written over the printed name.

Thuy Shult,
Director Planning Division

c: PBC Board of County Commissioners
Palm Springs Village Council Members
Verdenia C. Baker, County Administrator
Patrick Rutter, Deputy County Administrator
Whitney Carroll, Esq, PZB Executive Director
Darren Leiser, Assistant County Attorney
Ryan Maher, Assistant County Attorney
David Ricks, County Engineer

Motasem Al-Turk, Director Traffic Division
Khurshid Mohyuddin, Planning Division
Derrek Moore, Impact Fee Manager
Kim Glas-Castro, Assistant Village Manager
Glenn Torcivia, Village Attorney
Iramis Cabrera, Director Palm Springs PZB

TRANSPORTATION ELEMENT

OBJECTIVE 1.1 Level of Service Standards

By 2035, the Countywide transportation system shall operate at the adopted Level of Service standard (as defined below):

Policy 1.1-a: Development Orders issued by the County and municipalities shall be consistent with the level of service standards of this Element and the Countywide Traffic Performance Standard Ordinance. Roadway capacity shall be provided to accommodate development-related impacts at the adopted Level of Service (LOS) standard, except where otherwise indicated in Objective 1.2 of this Element or in other Goals, Objectives, and Policies of the Palm Beach County Comprehensive Plan. The implementing ordinance may effect a partial exercise in municipalities by the authority established by Section 1.3(4) of the Palm Beach County Charter.

Policy 1.1-b: No development order shall be issued by the County or a municipality for any project that adds traffic to a thoroughfare network street or intersection as defined herein and in the Unified Land Development Code (ULDC) Traffic Performance Standard that causes a LOS in Test One or Test Two to deteriorate below adopted standards. Traffic shall be measured by application of Test One and Test Two as described below and set forth with greater specificity in the ULDC. Exceptions are limited to those Specific Exceptions as provided for in this Element.

Policy 1.3-i (Management of Transportation System): The County will maintain policies and programs which ensure that the overall transportation system meets the County's level of service criteria in order to provide viable alternatives to the Florida Intrastate Highway System & the Strategic Intermodal System, and to protect their interregional and intrastate functions.

Policy 1.12-b (Transportation Funding): New development shall be assessed an appropriate impact fee to help provide funding for roadway improvements to serve the development.

Policy 1.12-d: The Five Year Road Improvement Program shall be consistent with the 1990 Countywide Traffic Performance Standards Ordinance and serve as input to the Capital Improvement Element's Five Year Road Improvement Schedule.

Policy 1.13-a (General Plan Coordination): The County shall utilize intergovernmental programs identified in the Intergovernmental Coordination Element, such as the Intergovernmental Plan Amendment Review Committee (IPARC), to implement the Goal, Objectives, and Policies of the County's Transportation Element.

Policy 1.13-d: To ensure the availability of adequate transportation facilities, the County's transportation system shall be coordinated with local comprehensive plans to reflect the demand created by anticipated development.

Policy 1.13-e: The Palm Beach County Planning Division and Engineering Department shall establish a coordinated review process that will ensure that the Palm Beach County Six Year Road Improvement Schedule is consistent with Goals, Objectives, and Policies of the Comprehensive Plan.

1.13-f: The County shall continue to work with jurisdictions in adjacent counties and municipalities within Palm Beach County to coordinate transportation related issues, such as 1) the locations and dimensions of thoroughfare rights-of-way and to address multi-jurisdictional traffic impacts to assure maintenance of acceptable Level of Service on the traffic circulation network, 2) the future transit needs and delivery services, and 3) the provisions and operations of non-vehicular modes as they relate to intercounty travel.

CAPITAL IMPROVEMENT ELEMENT

Policy 1.6-d.e-3 (Renewal and Replacement): Fair-Share Road Impact Fees, pursuant to Ordinance 89-19, shall continue to be assessed to residential and non-residential development Countywide, for County roads.



**MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
MARCH 13, 2025, AT 6:30 p.m.**

CALL TO ORDER

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

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Public Works Director Felipe Lofaso, Finance/IT Director Mara Frederiksen, Records Clerk Andrea Medero, Procurement Manager Sylvia Ward, and Staff Assistant Maria Izzo

1. **Swearing-In Ceremony for Mayor and Council Members:** Mayor Bev Smith, Council Member Kimberly Schmitz (District 1), and Council Member Gary Ready (District 3) will be sworn in to serve until March 2029. (*ADDENDUM*)
Staff: Kimberly Wynn, Village Clerk
2. **Resolution No. 2025-18 Reorganization of the Village Council (Designating a New Vice Mayor & Mayor Pro-Tem):** Motion for the approval of Resolution No. 2025-18 to appoint a Vice-Mayor and Mayor Pro Tem to serve a one (1) term until March 2026 (or immediately following the completion of the election canvassing process when required).
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Charter provides that the Village Council and Mayor serve a four (4) year term and that all elections are held during an odd-numbered year.

Although the Village did not have a Municipal Election in 2025, Section 3.05(a) of the Village Charter requires the nomination and election by Council action of a Vice-Mayor and Mayor Pro-Tem from among its members at the first Regular Council meeting after the General Election (or when the General Election is held - March 2025).

The new Vice-Mayor and Mayor Pro-Tem shall serve a one (1) year term until March 2026 (or immediately following the completion of the election canvassing process when required).

Fiscal Impact: The reorganization of the Village Council does not have a fiscal impact on the Village (Designating a New Vice-Mayor & Mayor Pro-Tem)

Council Member Waller made a motion to nominate Kim Schmitz as Vice Mayor and Gary Ready as Mayor Pro Tem. Council Member Brinkman seconded the motion. The said motion carried 5-0.

INVOCATION

The Village Manager, Mr. Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no Additions, Deletions, Modifications, or Approvals of the Agenda.

Council Member Brinkman made a motion to approve the Agenda as presented, and Vice Mayor Schmitz seconded the motion. The said motion carried 5-0.

CONSENT AGENDA

3. **Approval of February 13, 2025, Joint Workshop Meeting Minutes: Motion for approval of February 13, 2025, Joint Workshop Meeting Minutes.**
Staff: Kimberly Wynn, Village Clerk
4. **Approval of February 13, 2025, Village Council Regular Meeting Minutes: Motion for approval of February 13, 2025, Village Council Regular Meeting Minutes.**
Staff: Kimberly Wynn, Village Clerk
5. **Resolution No. 2025-24; Interlocal Agreement to Encourage and Promote Private Investment, Development, Redevelopment, and Related Initiatives in Central Palm Beach County: Motion for approval of Resolution No. 2025-24 authorizing the Mayor to execute an Interlocal Agreement to collaborate with multiple public agencies in Palm Beach County to encourage and promote private investment, Development, Redevelopment, and Related initiatives in Central Palm Beach County.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The mayors and managers of seven central county cities have been meeting to discuss collaborative efforts to promote economic growth in the region. The yet unnamed Central Cities Alliance is interested in formalizing its relationship via an interlocal agreement.

The draft interlocal agreement was drafted by the City of Atlantis and routed to all the cities for review and comment.

Fiscal Impact: There is no direct fiscal impact.

6. **Resolution No.2025-22 - Signage Easement Termination and New Signage Easement - 10th Avenue North and Florida Mango Road:** Motion for approval of Resolution No. 2025-22 for the release and termination of the Sign Easement granted by 10th Avenue Partnership LTD dedicated to the Village for placement of the Village's Welcome Signage.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Planning, Zoning & Building Department is requesting approval for the release and termination of the Sign Easement granted by 10th Avenue Partnership LTD dedicated to the Village for the placement of the Village's Welcome Signage. The signage easement was identified in the Tenth Avenue Plat and recorded in Plat Book 126, Pages 82 and 83 in the Public Records of Palm Beach County. The easement is currently located within an area that will be dedicated to Palm Beach County for use as a public right of way.

Simultaneously, a new signage easement is being requested for approval to enable the placement of the Village's Welcome Sign since this property is at the eastern border of the Village along 10th Avenue North.

Fiscal Impact: The proposed signage termination and new signage easement do not have a direct fiscal impact on the Village.

7. **Approval of Employee Medical, Dental & Other Benefits (FY 2025) Budget Funded):** Motion for the approval of the staff's recommendation to remain with Cigna Health Insurance for medical benefits and other insurance benefits. Funding is available from the FY 2025 Budget.

Staff: Ashley Saingilus, HR Director

SUMMARY: Recently, the Gehring Group, the Village's contracted benefits broker, went out to BID for Medical, Dental, Vision insurance and all supplemental benefits.

Staff are recommending that the Village remain with Cigna for the second year in a row with an increase of 19.5% for both premier and base medical plans. The increase allows the medical plan to remain the same with no changes in plan features. There will be no increase in employee costs. The increase is due to both a direct and indirect response to the insurance market as well as high claim amounts incurred. The Village had a zero percent increase last year. Additionally, there is a 6% increase in the dental insurance premium. The Village will remain with Humana for dental insurance with no changes to the plan features. There is no increase to the Vision premium, and the Village will remain with Humana for vision benefits as well. All other voluntary benefits will remain the same.

If approved, the Village would stay with Cigna beginning April 1, 2025, and ending March 31, 2026, for medical benefits and Humana for Dental/Vision benefits.

Funding to support the proposed annual premiums is included within the approved FY 2025 Budget (and will be presented for approval within the FY 2026 Budget). The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract. Our employees will continue to be provided with a high level of insurance benefits.

Fiscal Impact: The proposed cost/rates for employee benefit premiums are included within the FY 2025 Budget. Funding will be proposed within the FY 2026 Budget to be considered by the Village Council during the upcoming budget process. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

8. **Work Authorization No. 2 with Keshavarz and Associates for the Phase 1 Design Services for the 2nd Avenue North - Complete Streets Project:** Motion for the approval of Work Authorization No. 2 with Keshavarz and Associates for an amount not to exceed \$79,994.75 for Phase 1 Concept Development for the Complete Streets Project at 2nd Avenue North as part of Task Order #311. Funding is available from account 01441-56300.
Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village is designing and constructing numerous municipal projects to enhance safety, stormwater mitigation, and beautification within the municipal limits. 2nd Avenue North is located within the Village's Community Redevelopment Agency (CRA) District and is being transformed into a vibrant and beautiful corridor that is a functional, but safe corridor for all users.

The current 2nd Avenue North Stormwater Improvements project is underway with construction and scheduled for completion by the end of the year. The next phase of this roadway corridor is to design the complete street improvements that incorporate traffic-calming measures, lighting, multi-use pathways, landscaping, parallel parking, hardscape beautification, and safer roadways.

The Village's consultant, Keshavarz and Associates, designed the current Stormwater Improvements project and is being tasked with developing the 2nd Avenue North Complete Streets Improvements project consistent with our Transportation, Mobility, and Vision Zero master planning. The design effort will be broken down into 2 phases: Phase 1 - Concept Development and Phase 2 - Construction Documents. The staff is seeking approval for a Phase 1 Concept Development Work Authorization, which has a cost not to exceed \$79,994.75.

Fiscal Impact: Work Authorization No. 2 with Keshavarz and Associates is for the Phase 1 Concept Development of the 2nd Avenue North Complete Streets Improvement Project (Task Order #311) Account 01441-56300, at a cost not to exceed \$79,994.75.

9. **Resolution No. 2025-19 - Community Development Block Grant (CDBG) - FY 2026 Annual Project - Lakewood Gardens Park Improvements Funding Application Selection:** Motion for the approval of Resolution No. 2025-19 for the Village to receive annual grant funding from Palm Beach County through CDBG for the anticipated amount of \$139,194.00 to improve the conditions of the park at Lakewood Gardens by replacing the existing chain link fencing and improving the on-street parking on Lakewood Road and Beverly Road.

Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village of Palm Springs receives annual grant funding from Palm Beach County through the Community Development Block Grant program. These grant funds are utilized to improve low and moderate-income communities with various types of improvements to public spaces, parks, code compliance, and facilities. For Fiscal Year 2026, staff have identified the need to improve the conditions of the park at Lakewood Gardens by replacing the existing chain-link fencing and improving the on-street parking on Lakewood Road and Beverly Road. The grant allocation is anticipated to be \$139,194.00 and will be used to fund these improvements. The approval of the funding application and project selection is required by the Council to be provided to the County as part of the process.

Fiscal Impact: The approval of the FY26 Community Development Block Grant funding application and project selection for the Lakewood Gardens Park Improvements at an amount of \$139,194.00.

10. **Change Order #1 (Task Order #346) with Creative Contracting Group for the LAB Building Project:** Motion for approval of Change Order #1 (Task Order #346) with Creative Contracting Group for an amount not to exceed \$2,675.00 to upgrade the bathrooms and kitchen in the LAB Building located at 226 Cypress Lane. Funding is available from Account #01772-56200. Staff: Felipe Lofaso, Public Works Director

SUMMARY: The Village is currently under contract with Creative Contracting Group for the upgrading of the bathrooms and kitchen in the Parks and Recreation Department Leisure Activity Building (LAB) at 226 Cypress Lane. During the renovation activity, it was discovered that the existing plumbing valves for the water services in the bathrooms and kitchen were frozen and leaking. As a result, the leaking water rotted the existing metal drywall framing studs, and the wall was structurally compromised. Staff directed the contractor to replace the bad water valves as well as replace the rotted metal studs to re-establish the structural integrity of the wall. Additionally, as part of the kitchen upgrades, a new cabinet pantry is being installed to store the microwaves and cooking equipment for the camp programs. The change order is at a cost not to exceed \$2,675.00.

Fiscal Impact: Change Order #01 to Creative Contracting Group is at a cost not to exceed \$2,675.00 and being funded from Account #01772-56200, Task Order #346. The original contract amount was \$34,950.00.

11. **Proclamation: Recognizing Florida Bicycle Month - March 2025**

Staff: Kimberly Wynn, Village Clerk

End of Consent Agenda....

Mayor Smith offered the public an opportunity to speak. There were no comments from the public.

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

PRESENTATIONS

12. **Palm Beach County Fire Rescue (PBCFR) Annual Report: Battalion Chief Ronald Martinez will present the Palm Beach County Fire Rescue (PBCFR) Annual Report.**

Staff: Kimberly Wynn, Village Clerk

Palm Beach County Fire Chief Ronald Martinez gave a brief presentation on the annual report for fire rescue and entered it into the record. He stated that there were 157,000 calls run to Palm Beach County Fire Rescue, of which 4,800 belonged to the Village of Palm Springs. There is an average response time of 6 minutes 47 seconds in Palm Beach County. The response time for the Village of Palm Springs is 6 minutes 5 seconds. He gave the reasons for the quicker response time (i.e., central location). He talked about the success of Taco Fiesta and Movie Night). Last month, the average response time was 3 minutes and 46 seconds.

Mayor Pro Tem Ready asked when rescue is called, how many calls are transported via ambulance and versus Fire Rescue to the hospital. Chief Martinez explained that generally all the calls from the Village of Palm Springs are Fire Rescue. When an ambulance is used, there is usually a private contract involved, such as what is used in Kings Point and Century Village.

Resident Johnnie Tieche asked if residents were transported to the hospital via Fire Rescue. Why was the resident not billed? Chief Martinez explained that if Fire Rescue comes to your home and treats you there is no charge. If they have to transport you to the hospital, there is a transport fee. He commented further about billing.

13. **Proclamation: Recognizing Flood Awareness Week from March 3-9, 2025**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record and presented it to Mr. Lofaso.

14. **Proclamation: Recognizing Government Finance Professionals Week March 17-21, 2025**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record and presented it to Ms. Frederiksen.

15. **Proclamation: Recognizing Irish-American Heritage Month - March 2025.**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record and presented it to Council Member Waller.

16. **Proclamation: Recognizing Procurement Month - March 2025**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record and presented it to Mrs. Sylvia Ward.

17. **Proclamation: Recognizing Let's Move Palm Beach County Month - March 2025**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation on the record.

PUBLIC COMMENT

Mayor Smith offered the public an opportunity to comment.

Anthony Nee, at 2858 Oak Drive, spoke about the development of 1200 South Congress Avenue (which was passed by the Council on February 11, 2025). He spoke about two notifications he received. Ms. Cabrera explained that the first letter was sent with the incorrect date. A second letter with the correct date was sent, in addition to the updated advertisement. He does not support the project and explained the nuances it would bring, such as the lighting, noise control and added code enforcement issues - especially since this is a 24-hour business. The Village Manager interjected to explain he receives services from Palm Beach County. The staff would assist him with connecting with someone from Palm Beach County.

Johnnie Tieche at 305 Winged Foot Drive likes all the Parks and Recreation programs that are being added. He acknowledged the Taco Fiesta event. He asked staff the status of the Ordinance related to panhandlers and flower sales on public streets. The Village Attorney, Mrs. Goddeau explained there were recent legislative issues and homelessness that affect constitutional rights.

REGULAR AGENDA

18. **Appointment of a Selection Committee for the Selection of an External Auditor:** Motion to approve the nomination for appointment of one Council Member to serve as Chair on the Selection Committee for the External Auditor Selection along with two members and one alternate, as established by Florida Statute 218.30. These individuals will assist in selecting an external auditor to conduct the Village of Palm Springs' annual financial audit.

Staff: Mara Frederiksen, Finance Director

SUMMARY: The Finance Department intends to issue a formal Request for Proposals for external independent financial auditing services. As a result of this RFP, the Village anticipates awarding a contract for a period of five (5) years, with one (1) five (5) year renewal option, beginning with an audit of the basic financial statements for the fiscal year ending September 30, 2025.

In accordance with Florida Statute 218.391 as amended, the governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an Auditor Selection Committee (Committee). The statute requires that the Committee must consist of at least three (3) members, one (1) of whom must be a member of the governing body of the Village who shall serve as the Chair of the Committee. Further, an employee of the Village may not serve as a member of the Committee; however, they may serve in an advisory capacity.

The following individuals are recommended to serve as members of the external audit selection committee:

Corinne Elliott – Voting
Member Accounting
Manager
City of West Palm, FL

Yannick Ngendahayo –
Voting Member Finance
Director
Lake Worth Beach, FL

TBD – Chairperson – Voting Member Council Member
Village of Palm Springs, FL

Eric Marmer - Alternate Town Manager
Town of Manalapan, FL

Ms. Frederiksen presented this item. She asked the Council to appoint a member of the Board to serve as the Chair of the Selection Committee. Mayor Pro Tem Ready volunteered to serve as Chair of the Selection Committee.

Council Member Waller made a motion to appoint Mayor Pro Tem Ready and Vice Mayor Schmitz seconded the motion. The said motion carried 5-0.

PUBLIC HEARINGS

19. **(Quasi-Judicial Hearing) Resolution No. 2025-23 - Site Development Plan Amendment (SPR25-02) and Special Exception Use (PSSE25-01) - Court Club - 1591 Kirk Road:** Motion to recommend for approval an application submitted by Schmidt Nichols, acting as the agent for Andrew Penev and AMBR, representing 1591 Kirk Road Partners LLC (“Applicant”). The application seeks approval from the Village Council for a Site Plan Amendment (SPR25-02) and concurrently requests a Special Exception Use (PSSE25-01) to allow the construction of a 17,683-square-foot recreational facility associated with Court Club at 1591 Kirk Road.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Schmidt Nichols, agent for Andrew Penev, AMBR, 1591 Kirk Road Partners LLC (“Applicant”), is requesting approval of a Site Plan Amendment (SPR25-02) and concurrently requesting a Special Exception Use (PSSE25-01) to allow the construction of 17,683 square feet recreational facility called Court Club, within the residential multi-family property located at 1591 Kirk Road.

The 5.07-acre subject site lies approximately 0.1 miles north of Kirk Road and Forest Hill Boulevard. The site currently supports an abandoned 12,161 square feet place of worship, proposed to be demolished. The proposed plan of development consists of a 17,683-square-foot recreational use and facility consisting of a tennis/ racquet club with 14 courts for tennis, pickleball, and padel ball with a built-out year of 2026.

The proposed project will be constructed in two phases, with the first phase consisting of 8,920 square feet and the second phase consisting of 8,763 square feet.

- During Phase I - the clubhouse, the swimming pool with restrooms, the tennis courts, and two storage buildings will be constructed.
- During Phase II - 2,267 square feet will be added to the northern portion of the clubhouse and the 6,496 square feet covered padel board courts will be converted into indoor padel courts at the southwest corner of the site.

The proposed development will operate as a social/fitness club and hold club-related events. Site access is proposed via one main driveway connected to Kirk Road, and one additional access is proposed for emergency access only at the south end of the parking lot. Additionally, a right exit only has been provided at the northern driveway connection.

The Planning & Zoning Board considered the proposed site plans and special exception use during their meeting on February 11, 2025, and recommended conditional approval.

Planning, Zoning, and Building staff support the applicant's request and recommend conditional approval of the Site Plan and the Special Exception Use, for the construction of 17,683 square feet of recreational use and facility consisting of a tennis-racquet club with 14 courts, including tennis, pickle ball, and padel ball that will operate as a social/fitness club subject to the conditions listed on the staff report.

Fiscal Impact: The proposed development will enhance the village's assessed property valuation.

The Village Clerk attested that Resolution No. 2025-23 was advertised in the Palm Beach Post. Mayor Smith asked the Board to disclose their ex-parte communication. There was no ex parte communication. The Village Clerk, Ms. Wynn swore in the Applicants and Staff, Mr. Josh Nichols.

Ms. Cabrera presented Resolution No. 2025-23. She explained that Schmidt Nichols, representing Andrew Penev, is requesting approval for a Site Plan Amendment and Special Exception Use to build a 17,683-square-foot recreational facility, Court Club, at 1591 Kirk Road. This 5.07-acre site, currently an abandoned worship place, will feature a tennis/racquet club with 14 courts, to be completed in 2026. The project will be developed in two phases:

- Phase I: Construction of the clubhouse, swimming pool, tennis courts, and storage buildings (8,920 square feet).
- Phase II: Expansion of the clubhouse and conversion of covered padel courts into indoor facilities (8,763 square feet).

Access will be via a main driveway and an emergency access point. The Planning & Zoning Board recommended conditional approval on February 11, 2025, and staff supported the proposal under specific conditions.

Mr. Nichols explained that this is a private club for recreational use. It is meant to be family-oriented. At one time, there was a problem with homelessness and vagrants. They have cleaned up the area and mitigated the problems. There is no change to the existing plans. The project consists of two phases. The applicant is in agreement with all the conditions. He pointed out a modification to the ingress/egress of the property. Mr. Nichols addressed the areas of concern, like lighting, fencing, and noise. They will continue to work with Forest Park. The noise will be barricaded with lush landscaping.

Mr. Nichols discussed the aesthetics of the property and the Spanish architectural elevation with renderings. Council Member Waller likes the concept. She

commented on the landscaping and suggested not using coconut trees. She suggested Queen Palm Trees instead. She also inquired if a lifeguard would be stationed in the pool area. Mr. Nichols pointed out that a lifeguard would not be on duty at the pools. The hours of operation were also discussed, which are from 7 a.m. to 11 p.m. Mayor Pro Tem Ready inquired about the type of security system that would be used. Mr. Nichols explained the site would be fully access-controlled and gated. The gates will be open outside of peak hours with the school. During peak hours, the gates will be closed. Not certain if it will be a card, fob or sticker. Vice Mayor Schmitz asked if the electrical wiring would be underground. The intent is to have underground wiring. There was further discussion about the use of a septic tank on the property, and amplified music. Council Member Brinkman asked about Condition #7 – the possible use of a septic tank. She asked about the use of sewers. Mr. Nichols explained the different connections. She asked if there was a buyer initiative for a family to join the club. Mayor Smith asked if amplified noise around the pool would be limited or eliminated.

Mayor Smith offered the public an opportunity to speak.

Joel Rane 1564 Forest Lakes Circle #B discussed septic sewer connections. He commented on the history of projects where sewer connections were supposed to take place. He is not in support of this project. There is a problem with kids breaking the fence near the Dollar General store. He also has a concern about the consumption of alcohol at business late at night and during the day when school is open. He supports building homes in the area, but he does not support the Country Club. He explained that Forest Lakes originally put the fence line in, but the church did not maintain it.

Mr. Nichols answered that he did not anticipate the everyday use of the courts at the facility during late hours. He discussed possible solutions to problems they may encounter and reiterated the plan to address the landscape and lighting at the intersection. This should prevent it from being a nuisance to neighbors.

Tim Dougher from the Development Board of Palm Beach County at 310 Evernia Street, West Palm Beach discussed talked about the benefits and working on this project. His organization is tasked with bringing in new business development to the County.

Mayor Smith added that since the YMCA is closed, this is a good project to add to the Village. There was no further discussion from the Council or the public.

The Village Attorney, Mrs. Goddeau, read the title of the caption to the record.

Mayor Pro Tem Ready made a motion to approve Resolution No. 2025-23 and Council Member Brinkman seconded. The said motion carried 5-0.

20. **(First Reading) Ordinance No. 2025-02 - Comprehensive Plan Amendment - Mobility Plan:** Motion for the approval of Ordinance No. 2025-02 to amend the Comprehensive Plan of the Village of Palm Springs to modify the Transportation and Mobility Element to adopt a Mobility Plan by reference and to add new goals, objectives and policies that are consistent with the adopted Mobility Plan and with Florida Statutes in order to establish an alternative transportation system.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: During the 2024 legislative session, House Bill 479 was passed, requiring interested cities to adopt a Mobility Plan and Fee Schedule, as well as an Interlocal Agreement with the County, by October 1, 2025. This is significant to us because it enables the Village to collect a single mobility fee that will fund various transportation improvements such as roads, multi-modal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

At the Village Council meeting on July 25, 2024, a Professional Services Agreement was awarded to Nue Urban Concepts to prepare the Mobility Plan and Fee Schedule.

A joint Village Council/P&Z Board/CRA workshop was held on January 9, 2025, to review the draft Mobility Plan, including the data and proposed maps.

Florida Statute § 163.3180(S)(i), encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility. The Comprehensive Plan amendments are proposed to add goals, objectives and policies pursuant to the Palm Springs Mobility Plan and to establish a framework for the potential adoption of a Mobility Fee to serve as a revenue source for future mobility improvements.

The P&Z Board considered the draft ordinance on February 11, 2025, and recommended approval.

The proposed amendments were transmitted through the Intergovernmental Plan Amendment Review Committee (IPARC), and Palm Beach County issued a notice of intention to object. County Staff met on February 21, 2025, to discuss their concerns. The Village's consultants will address the County's comments at the meeting.

NEXT STEPS: Florida Commerce will review the draft documents for compliance with State Statutes and issue the Objections, Recommendation, and Comments

(ORC) Report in approximately 60 days (from June/July 2025). Once received, the consultant will make the required changes as a result of this report and have all Comprehensive Plan documents updated and prepared for adoption.

Fiscal Impact: Adoption of a mobility fee would bring a new revenue source to the Village in the future.

The Village Council requested that the record from the Local Planning Agency Meeting be held on March 13, 2025, at 6:00 p.m. for this item to be added to the record (record attached).

Mr. John Paul from Nu Urban gave a brief overview, then referenced the LPA meeting minutes for the presentation. He stated this is the first step in the process of modifying the Comp Plan. Ordinance No. 2025-02 will be presented for a second reading in the near future. The Council has been asked to adopt the Transportation Plan, Mobility Fee, and Mobility Plan that will replace Palm Beach County's within the Village. The County will have authority in the unincorporated area. He referenced House Bill 479, which allows local governments to pursue an impact fee.

Mayor Smith offered the public an opportunity to speak.

Palm Beach County read a statement in the record stating their opposition to Ordinance No. 2025-02 (letter attached). They believe an attempt is unlawful under Florida Statutes. They have made it clear they do not oppose the impact fee; however, they intend to object to the Transportation Element amendments of the Comprehensive Plan.

The Assistant Village Manager, Mrs. Glas-Castro read a statement into the record advising that the Florida Statute superseded and prevails over County Charters. Further, HB479 did not exclude Palm Beach County from the provisions of the Mobility Plan and the fee-based transportation system, like Miami-Dade. She reiterated the Village's position to move forward.

The Village Attorney, Mrs. Goddeau read the title of the caption to the record.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2025-02 (incorporating the record from March 13, 2025. LPA Meeting) and Council Member Waller seconded the motion. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions or Reports.

VILLAGE MANAGER COMMENTS

The Village Manager informed the Council that he would like to craft a letter to Palm Beach County to address the issue of the mobility fee versus the impact fee and

provide direction. He appreciates comments about the Taco Fiesta.

VILLAGE COUNCIL COMMENTS

Mayor Pro Tem Ready entered his events into the record and wished the Women Happy Women's Day. Vice Mayor Schmitz discussed her experience on Palm Beach County Day. Council Member Brinkman asked about the upcoming Transportation Plan. She discussed the demographics and affordability in Palm Beach County. Mayor Smith talked about the new attraction at the Library Center. She let everyone know that Palm Springs Middle School changed their mascot to a yellow stingray. Also, the boys' and girls' basketball teams made it to the semifinals. Both were best in the division in the County. They wanted the boys to wear suits, but unfortunately there was no funding, so they wore yellow ties instead.

ADJOURNMENT

Hearing no further discussion Mayor Smith adjourned the Village Council Regular Meeting at 7:55 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **March 13, 2025**. Which minutes were formally approved and adopted by the Village Council on **April 10, 2025**.

Kimberly M. Wynn

Village Clerk

**NEXT REGULAR
MEETING: THURSDAY, APRIL
10, 2025, AT 6:30 P.M.
(IMMEDIATELY FOLLOWING THE CRA ANNUAL MEETING)**



**Planning, Zoning
& Building Department**

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Compliance 233-5500
Contractor Regulations 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbc.gov/pzb

**Palm Beach County
Board of County
Commissioners**

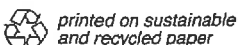
Maria G. Marino, Mayor
Sara Baxter, Vice Mayor

Gregg K. Weiss
Joel G. Flores
Marcy Woodward
Maria Sachs
Bobby Powell Jr.

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Emailed on March 13, 2025

March 13, 2025

Mr. Michael Bornstein
Village of Palm Springs
226 Cypress Lane
Palm Springs FL 33461

**RE: Village of Palm Springs Transportation and Mobility Fee
Amendments – PSP 222**

Dear Mr. Bornstein,

Palm Beach County staff submits this letter pursuant to Chapter 163.3184(3)(b)3, Florida Statutes (F.S.), as formal comments to the proposed Transportation Element amendments to the Village of Palm Springs' (Village) Comprehensive Plan, repealing the countywide road impact fee, transportation concurrency, and proportionate share and replacing them with the Village's mobility fee within the Village's jurisdiction. Please note that a municipality cannot unilaterally repeal these laws and corresponding fees by amending its comprehensive plan in a charter county, according to Florida Constitution, Article VIII(1)(d)(g).

"Counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. The charter shall provide which shall prevail in the event of conflict between county and municipal ordinances."

According to this Article, the Constitution requires a county charter to have provisions explaining the circumstances under which a county ordinance will trump a conflicting municipal ordinance. Palm Beach County Charter, Section 1.3 (2), provides that county ordinances prevail in matters associated with impact fees relating to county road programs; Section 1.3(4), does the same for traffic concurrency as it relates to all collector and arterial roads that are not the responsibility of any municipality.

The Palm Beach County Charter is found in its entirety at the link below:
<http://discover.pbcgov.org/pdf/publications/charter.pdf>

A close on-going coordination between the Village and the County, therefore, must take place to develop a mobility plan and fee that does not replace but supplements the countywide systems. Such coordination is required, as Traffic Performance Standards and Impact Fee regulations apply in all cities pursuant to Palm Beach County's Charter, including the Village of Palm Springs. Please also note that any attempt by the Village to repeal and replace County road impact fees, transportation concurrency, and proportionate share directly contradicts Section 163.3180, Florida Statutes, which provides that the Village and County *must* create and execute an interlocal agreement to coordinate the mitigation of our respective impacts. In the near future, the County will be providing an interlocal agreement in accordance with the state statutes.

The County has provided a "Notice of Intent to Object" through the

Additional Information for Item #20

TRANSPORTATION ELEMENT

OBJECTIVE 1.1 Level of Service Standards

By 2035, the Countywide transportation system shall operate at the adopted Level of Service standard (as defined below):

Policy 1.1-a: Development Orders issued by the County and municipalities shall be consistent with the level of service standards of this Element and the Countywide Traffic Performance Standard Ordinance. Roadway capacity shall be provided to accommodate development-related impacts at the adopted Level of Service (LOS) standard, except where otherwise indicated in Objective 1.2 of this Element or in other Goals, Objectives, and Policies of the Palm Beach County Comprehensive Plan. The implementing ordinance may effect a partial exercise in municipalities by the authority established by Section 1.3(4) of the Palm Beach County Charter.

Policy 1.1-b: No development order shall be issued by the County or a municipality for any project that adds traffic to a thoroughfare network street or intersection as defined herein and in the Unified Land Development Code (ULDC) Traffic Performance Standard that causes a LOS in Test One or Test Two to deteriorate below adopted standards. Traffic shall be measured by application of Test One and Test Two as described below and set forth with greater specificity in the ULDC. Exceptions are limited to those Specific Exceptions as provided for in this Element.

Policy 1.3-i (Management of Transportation System): The County will maintain policies and programs which ensure that the overall transportation system meets the County's level of service criteria in order to provide viable alternatives to the Florida Intrastate Highway System & the Strategic Intermodal System, and to protect their interregional and intrastate functions.

Policy 1.12-b (Transportation Funding): New development shall be assessed an appropriate impact fee to help provide funding for roadway improvements to serve the development.

Policy 1.12-d: The Five Year Road Improvement Program shall be consistent with the 1990 Countywide Traffic Performance Standards Ordinance and serve as input to the Capital Improvement Element's Five Year Road Improvement Schedule.

Policy 1.13-a (General Plan Coordination): The County shall utilize intergovernmental programs identified in the Intergovernmental Coordination Element, such as the Intergovernmental Plan Amendment Review Committee (IPARC), to implement the Goal, Objectives, and Policies of the County's Transportation Element.

Policy 1.13-d: To ensure the availability of adequate transportation facilities, the County's transportation system shall be coordinated with local comprehensive plans to reflect the demand created by anticipated development.

Policy 1.13-e: The Palm Beach County Planning Division and Engineering Department shall establish a coordinated review process that will ensure that the Palm Beach County Six Year Road Improvement Schedule is consistent with Goals, Objectives, and Policies of the Comprehensive Plan.

March 5th, 2025



To: Kimberly Glas-Castro, AICP, FRA-RA, LEED AP
Assistant Village Manager, Village of Palm Springs

From: Jonathan B. Paul, AICP
Principal, NUE Urban Concepts, LLC

Re: Village of Palm Springs Comprehensive Plan Amendment (CPA): Mobility

Palm Beach County, based on its current Charter, requires new development in the County and its municipalities to comply with its transportation concurrency and road impact fee system. The County requires new development to submit a traffic impact analysis that is used to evaluate its impact and potentially make a proportionate share payment to the County to mitigate its impacts.

The Village's CPA intends to replace County mandated transportation concurrency, proportionate share, and road impact fees with an alternative transportation system.

In 2013, the Florida Legislature allowed **any local government**, under Florida Statute Section 163.3180, to **adopt** an **alternative mobility funding system** to **replace** transportation concurrency and made **no exception for Charter Counties**.

In 2024, the Florida Legislature confirmed, through House Bill 479 (HB 479), that **any local government** may **adopt** an **alternative transportation system** (fka alternative mobility funding system) that is mobility-plan and fee-based, to **replace** transportation concurrency and made **no exception for Charter Counties**.

To address ongoing issues between municipalities and counties, the Legislature added definitions for mobility plans and mobility fees through HB 479. In addition, the Legislature required that under an **alternative transportation system**, **only one fee to mitigate transportation capacity impacts may be collected from development and that the local government issuing building permits is the entity that shall collect the fee**.

HB 479 requires a municipality and county to create an implement an interlocal agreement that **(1) is based on a mobility plan to mitigate impacts from development; and (2) ensures development does not pay twice for its impact**. There are additional requirements where local governments don't enter into an interlocal after October 1st, 2025.

The Palm Beach County objections to the Village's Comprehensive Plan amendment directly conflict with Florida Statute. The County is not exempt from allowing the Village to adopt an alternative transportation system to replace the County transportation concurrency system.

All of the County's suggested changes to the Village's CPA maintain the current County system. This is not a negotiation or compromise by the County; it maintains the status quo.

Upon adoption of the Mobility Plan and Fee, the Village will make best efforts to enter into an interlocal agreement with the County based on the Village Mobility Plan. The County does not currently have an adopted mobility plan from which to negotiate mitigation of impacts.



Office of the Village Manager
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
www.vpsfl.org

March 13, 2025

Local Planning Agency and Village Council Transmittal Hearings

Ordinance No. 2025-02

The County is aware that general laws of the State, and specifically the statutory provisions found in Chp 163.3180 and .31801, F.S., do supersede and prevail over County Charters. HB479 did not exclude Palm Beach County from the provisions of the mobility-plan and fee-based transportation system, like it did Miami-Dade.

HB479 provides that you can't charge twice for the same impact. The Village's mobility plan encompasses all modes of transportation, including impacts on county roads. The Village will be considering the final mobility plan, its recommendations, and the fee-schedule that is based upon that plan in the next couple of months. The plan-based-methodology for the fee schedule will cover all development impacts. HB479 specifies that the jurisdiction issuing permits will collect the fee. The interlocal agreement that the Village presents to the County will provide for the proportionate distribution of revenue collected from the Village's mobility fee to the County to address transportation capacity impacts on county roads.

Nothing prohibits the county from continuing traffic concurrency and collecting road impact fees in the unincorporated area. But HB479 expressly authorizes the Village to adopt an alternative transportation system that is mobility-plan and mobility-fee based.



MINUTES
LOCAL PLANNING AGENCY MEETING VILLAGE HALL
COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
MARCH 13, 2025 at 6:00 p.m.

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

Mayor Bev Smith called the Local Planning Agency meeting to order at 6:04 p.m.

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Assistant Village Manager Kim Glas-Castro, Police Chief Tom Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director

Iramis Cabrera, Utilities Director Jimmie Johnson, Public Works Director Felipe Lofaso, Finance/IT Director Mara Frederiksen, Records Clerk Andrea Medero, Procurement Manager Sylvia Ward, and Staff Assistant Maria Izzo.

AGENDA

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

1. **Ordinance No. 2025-02 - Comprehensive Plan Amendment - Mobility Plan:** Motion to recommend approval to the Village Council of Ordinance No. 2025-02 to amend the Comprehensive Plan of the Village of Palm Springs to modify the Transportation and Mobility Element to adopt a Mobility Plan by reference and add new goals, objectives, and policies that are consistent with the adopted Mobility Plan and with Florida Statutes to establish an alternative transportation system.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: During the 2024 legislative session, the Senate passed House Bill 479, requiring interested cities to adopt a Mobility Plan and Fee Schedule and an Interlocal Agreement with the County by October 1, 2025. This is significant because it enables the Village to collect a single mobility fee to fund various transportation improvements such as roads, multimodal facilities, transit operations, and more within the Village limits. Additionally, it will eliminate the collection of road impact fees that do not necessarily benefit the Village.

At the Village Council meeting on July 25, 2024, a Professional Services Agreement was awarded to Nue Urban Concepts to prepare the Mobility Plan and Fee Schedule.

A joint Village Council/ P&Z Board/CRA workshop was held on January 9, 2025, to review a draft of the Mobility Plan, including the data and proposed maps.

Florida Statute § 163.3180(S)(i) encourages local governments to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, the adoption of area-wide service standards that are not dependent on any single road segment function, and establishing multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility. Under the Palm Springs Mobility Plan, the Comprehensive Plan amendments are proposed to add goals, objectives, and policies and to establish a framework for the potential adoption of a Mobility Fee to serve as a revenue source for future mobility improvements.

The P&Z Board considered the draft ordinance on February 11, 2025, and recommended approval. It was advertised in the Palm Beach Post on Friday, February 28, 2025.

The proposed amendments were transmitted through the Intergovernmental Plan Amendment Review Committee (IPARC), and Palm Beach County issued a notice of intention to object. County Staff met on February 21, 2025, to discuss their concerns. The Village's consultants will address the County's comments at the meeting.

Fiscal Impact Adoption of a mobility fee would bring a new revenue source to the Village in the future.

The Assistant Village Manager, Mrs. Glas-Castro, introduced the consultant, Jonathan Paul, from Nu Urban Concepts, who presented this item. She explained that the Village held a couple of workshops on the Mobility Plan, along with other public engagements and special events that gather input from residents about amenities and multimodal amenities they want to see. The staff formulated a plan using the amenities suggested, such as pedestrian, bicycle transit, golf carts and vehicles. The staff is prepared to present the first transmittal to the Board, contingent upon approval, it will be presented for final reading in an upcoming meeting along with the adoption of a fee schedule. This is in reference to HB 479. She explained that staff will work with Palm Beach County and neighboring cities. The mobility fee will replace Palm Beach County's fee and provide a funding source for implementing the mobility plan.

Mr. Paul explained that the mobility plan is a vision for moving people, whether it is by walking, bicycling, driving, or otherwise. It assesses all roadways in the Village and County. The concept of a mobility plan is based on Complete Streets. Originally, roadways were designed for vehicles, but the evolution of travel requires a more adaptable means of travel for everyone. He explained that the mobility plan filled the gaps with improved cross paths, sidewalks, and intersections. The mobility fee is only assessed for new developments only. It is not assessed on existing businesses or residences. It is intended to replace Palm Beach County's impact fee. It is specifically stated in the Florida Statute as an alternative. The development pays a one-time fee to mitigate their impact and pay for the identified improvements in the Village Mobility Plan. He explained the intent of the fee. Mr. Paul discussed neighboring municipalities' fees. He discussed the comparison of fees to other cities. He explained the fee structure is different for Wellington and Royal Palm because they have a fee schedule in addition to the County.

The primary intent of the Plan Amendment is consistent with the Florida Statute to replace the current County-mandated transportation fee system with an alternative mobility plan fee. This has been in existence since 2013. Palm Beach Gardens implemented it in 2019, and other communities throughout Florida are

also doing it. In 2024, the legislation clarified that local governments have the ability to use the alternative method. Only one fee would be assessed to be collected by the entity that issues building permits. The plan would be based on a mobility plan. He stated that this is not to be adopted but will allow it to get transmitted. To replace the currently mandated plan. He discussed the expected process and challenges with Palm Beach County.

Vice Mayor Waller asked who paid the legal expenses between Palm Beach County and Advenir for Developer fees. He stated that because Advenir initiated the lawsuit, they incurred all the legal fees. Mr. Paul also mentioned that legal action is possible, and it is something the Council will have to consider when it is presented for adoption.

Mayor Smith offered the public an opportunity to speak.

A representative (name inaudible) from Palm Beach County Planning Division at 2300 Jog Road entered a letter from Mrs. Thuy Shutt to the record (see attached).

At this point, the Assistant Village Manager, Mrs. Glas-Castro, entered a response to the record.

The Village Attorney, Mrs. Goddeau, read the title of the caption to the record.

Vice Mayor Waller moved to recommend approval to the Village Council of Ordinance No. 2025-02; Council Member Ready seconded the motion. The said motion carried 5-0.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:31 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Local Planning Agency Meeting held on March 13, 2025. Which minutes were formally approved and adopted by the Village Council on April 10, 2025.

Kimberly M. Wynn

Village Clerk

NEXT MEETING

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

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS TO MODIFY THE TRANSPORTION AND MOBILITY ELEMENT TO ADOPT A MOBILITY PLAN BY REFERENCE AND TO ADD NEW GOALS, OBJECTIVES AND POLICIES THAT ARE CONSISTENT WITH THE ADOPTED MOBILITY PLAN AND WITH FLORIDA STATUTES IN ORDER TO ESTABLISH AN ALTERNATIVE TRANSPORTATION SYSTEM; PROVIDING FOR RECITALS, ADOPTION, CONFLICTS, REPEAL, SEVERABILITY, APPLICABILITY, TRANSMITTAL, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the Goals, Objectives, and Policies of the Palm Springs Comprehensive Plan to modify policies pertaining to Palm Beach County's existing transportation concurrency management program to include a Village Mobility Plan and fee system. The proposed ordinance serves the public by:

- allowing the use of mobility fees collected through this system to fund transportation infrastructure including not only roads, but also sidewalks, bike paths, and other multi-modal improvements; and
- creating a less automobile-dependent transportation system.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

A future ordinance will consider a proposed fee schedule which will be assessed on new development. The proposed comprehensive plan amendments adopt the Village Mobility Plan by reference and do not have a direct cost to businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None are proposed by the subject ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The Village may incur increased costs with the implementation of the recommendations in the Mobility Plan, which pertain to road, pedestrian, bicycle, and transit improvements. There are no new charges or fees that will be imposed on businesses by the subject ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed comprehensive plan amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

It is anticipated that a proposed Mobility Fee Schedule will be considered in June or July, 2025 by the Village Council.

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.

MOBILITY PLAN 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. In 2025, the Village developed a Mobility Plan that identified improvements, programs, services, and studies, collectively referred to as "mobility projects", to mitigate the travel demand impacts of new development, enhance the existing transportation system, and serve as the basis for development of a mobility fee. The Village can utilize the identified mobility projects 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 system 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 site assessment traffic impact analysis study for proposed developments that addresses internal circulation and on-site access connections to Village's transportation system for vehicular and non-vehicular travel as a condition of the Development Permit.

Policy TM 3.1.4 – ~~Applicants for new development shall mitigate off-site traffic impacts to the transportation system through payment of a mobility fee to the Village. 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 shall negotiate with Palm Beach County the utilization of a portion of mobility fees paid by applicants to mitigate traffic impacts and fund mobility projects on County Roads identified in the Village's Mobility Plan. 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 ~~non-vehicular pedestrian~~ cross-access between adjacent properties to reduce the need for vehicular trips on external 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 ~~system~~ 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 ~~system~~ 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 and Mobility Plan is compatible with related municipal plans.

Policy TM 3.2.6 – The Village of Palm Springs shall continue to coordinate transportation mobility planning and mobility projects ~~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 developments to reduce the need for vehicular trips.

Policy TM 3.2.9 – The Village of Palm Springs shall coordinate transportation mobility 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 Village's Mobility Plan. ~~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:

Village Local Roads: LOS "C" for Annual Average Daily Traffic (AADT), and LOS "D" for Peak Hour

Village Collector Roads: LOS "D"

County Roads: LOS "D"

FDOT Roads: FDOT LOS standards LOS "D"

Policy TM 3.3.2 – Level Of Service (LOS) standards are intended to be used for mobility planning purposes and site access studies, not for regulating development. The Village of Palm Springs recognizes County and FDOT's level of service standards but is not financially responsible for ensuring those standards are maintained. 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.

Policy TM 3.3.3 – The Village may elect to establish standards that would require proposed amendments to the Comprehensive Plan that result in an increase in travel above to be defined thresholds to evaluate the impact of the development on Level Of Service (LOS) standards and to identify appropriate mitigation or require an update to mobility projects and the Village's mobility fee.

Policy TM 3.3.4 – The Village may evaluate the establishment of Street Quality of Service (QOS) standards as a complement to or as a replacement of Village and County Level Of Service (LOS) standards. The Village may also establish Street QOS standards for State Roads to be used in conjunction with FDOT established LOS standards.

Policy TM 3.3.5 – The Village may evaluate the establishment of Multimodal and Transit Quality of Service (QOS) standards.

Policy TM 3.3.6 – The Village will coordinate with FDOT on the utilization of Context Classifications for functionally classified roads in the Mobility Plan.

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 as part of its Mobility Plan. ~~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 mobility 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 will pursue multiple sources of funding such as mobility fees, gas and sales tax, assessments and property tax, grants, loans, and partnerships for mobility projects identified in the Mobility Plan and for maintenance and operation of the existing transportation system. ~~Transportation Program shall be cost feasible.~~

Policy TM 3.5.1 – Before expanding the transportation system ~~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 system ~~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 system ~~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 system 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 Mobility Plan ~~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 adopted LOS standards ~~“D” by 2030~~, as documented in the most recently adopted LRTP. ~~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 ALTERNATIVE TRANSPORTATION SYSTEM ~~TCEA~~

Objective TM 4.2 – The Village of Palm Springs shall establish an alternative transportation system to replace transportation concurrency, transportation concurrency exception areas, and traffic mitigation payments and fees for development consistent with the Comprehensive Plan through adoption of a mobility fee based on the Village’s Mobility Plan. ~~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 Mobility Plan shall identify the mobility projects needed to accommodate travel demand from development, mitigate impacts to the transportation system from that development, and enhance mobility for the Village’s residents, businesses, employees, students, patrons, and visitors. 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 4.2.3 – ~~The Village of Palm Springs shall administer, implement, maintain, and periodically update its Mobility Plan and Mobility Fee to plan, design, fund, and construct mobility projects to enhance the transportation system. 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 transportation network shall be planned and designed to accommodate and promote multiple modes of travel by advancing the following Mobility Plan tenets: ~~The Village of Palm Spring shall adopt local TCEA regulations, no later than 2025, consistent with the Palm Beach County TCEA policy.~~

- a) Mobility: The ability to move people from place (origin) to place (destination) by multiple modes (walk, bike, transit, vehicle) of travel in a timely (speed) and efficient manner;
- b) Accessibility: The ease at which people of all abilities and ages reach, enter, and use modes of travel at the origin and destination of their trip. Transit systems are frequently burdened with addressing the issue of first and last mile access. Providing Americans with Disabilities Act (ADA)-compliant curb access ramps at origins, destinations, intersections, driveways, and mid-block crossings is imperative to removing impediments for vulnerable users such as the disabled, children, the elderly, and people riding bicycles and micromobility devices;
- c) Connectivity: The number of route options people have available to them and the directness and/or distance of those routes. Innovative approaches to enhance connectivity, such as low speed or shared streets, along with using paths, trails, and multi-modal ways for non-vehicular connections, improve mobility and accessibility for people walking, bicycling, accessing transit, and using new mobility technology;
- d) Visibility: The frequency at which those driving a car see people walking, bicycling, riding various micromobility devices, and accessing transit. More people walking and biking equates to greater awareness that people walk and bicycle, which further equates to safety in numbers;
- e) Continuity: The provision of uninterrupted consistency of sidewalks, paths, trails, and bike lanes in width and condition with logical beginning and endpoints that are without gaps and without sudden and abrupt termination. Roads do not suddenly terminate without warning, change number of lanes, or randomly change width without proper transitions and appropriate signage: neither should sidewalks, paths, trails, or bike lanes;

- f) Safety: The combination of behavioral and physical design elements of the built environment that make the multi-modal transportation system comfortable and pleasant for all ages and abilities;
- g) Equity: The ability to access relevant activities such as employment, education, entertainment, health care, personal services, recreation, and retail opportunities by people of all ages, abilities, race, and socioeconomic strata without undue and unjust burden. Equitable mobility provides transportation mobility for not only underserved or disadvantaged communities but also vulnerable users. People have a fundamental right to move around easily, safely, and conveniently;
- h) Social Value: The people-to-people connections one experiences in a shared space environment, whether biking, walking, or riding transit. The social value of these interactions increases both individual happiness and societal happiness through active engagement with the community that overall increases the quality of life and fosters independence, especially for children and the elderly.
- i) Comfort: The sum of all the mobility plan tenets plus the overall quality of the built environment provided for the various mobility modes that allow for comfortable travel, trip satisfaction, travel choice, and time-cost choice.

Policy TM 4.2.4 – The Village of Palm Springs shall consult with the County, FDOT, the Palm Beach TPA, other transportation providers, and drainage authorities on the identification of mobility projects and development, maintenance, and update of the Village's Mobility Plan. 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 mobility projects established in the Mobility Plan shall serve as the basis for calculation of the Village's mobility fee. The mobility fee shall be a one-time assessment to mitigate the impact of development on the transportation system. The mobility fee shall meet the dual rational nexus test and shall be roughly proportional to the person travel demand generated by development. 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 mobility fee shall be the only transportation mitigation fee assessed on development within the Village to ensure that new development is not held to a higher standard than existing development, is not assessed for systemwide deficiencies, is not paying twice for the same impacts, and is not paying more than the cost of mobility projects reasonably attributable to the travel demand impact of new development. 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 will make its best efforts to negotiate an interlocal agreement with the County to allocate a share of the mobility fees collected within the Village to fund mobility projects on County Roads identified in the Village's Mobility Plan. will attempt to—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	Retail²	Industrial/ Warehouse	Office	Other Non- residential
Existing Land Use Totals	677	1,368,176	150,313	89,315	247,426
Planned Land Use Totals ¹	2766	1,432,127	300,669	153,266	247,426
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	3181	1,790,159	330,736	168,593	272,169
Minimum Allowable	2351	1,074,095	270,602	137,939	222,683
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	21,210		2,207		
Allowable Land Use Ratios	Residential/ Office		Residential/ Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	14.0		3.9		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TM-2

**Urban Redevelopment Area–TCEA for Congress Avenue Corridor
Monitoring Table**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- residential
Existing Land Use Totals	1,743	574,144	35,146	134,716	58,188
Planned Land Use Totals ¹	1,743	619,949	815,146	180,521	58,188
Allowable variance +/- (%)	15%	25%	15%	25%	25%
Maximum Allowable	2,004	774,936	937,418	225,651	72,735
Minimum Allowable	1,482	464,962	692,874	135,391	43,641
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	17,417		1,872		
Allowable Land Use Ratios	Residential/ Office		Residential/ Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	6.6		1.47		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial).

TABLE TM-3

**Urban Redevelopment Area–TCEA for Military Trail South Corridor
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- Residential
Existing Land Use Totals	168	1,032,180	120,880	119,302	117,109
Planned Land Use Totals ¹	1,871	1,954,540	582,060	1,041,662	117,109
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	5,602	2,443,175	640,266	1,145,828	128,820
Minimum Allowable	4,140	1,465,905	523,854	937,496	105,398
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	84,340		8,792		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	3.6		5.4		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

TABLE TM-4

**Urban Redevelopment Area–TCEA for Lake Worth Rd/Congress Ave South Corridor
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non- Residential
Existing Land Use Totals	266	403,369	240,275	222,571	86,967
Planned Land Use Totals ¹	1,152	914,009	495,595	733,211	86,967
Allowable variance +/- (%)	15%	25%	10%	10%	10%
Maximum Allowable	1,325	1,442,511	545,151	806,532	95,664
Minimum Allowable	979	685,997	446,039	659,890	78,270
Allowable Vehicle Trips	Daily Traffic		PM Peak Hour Traffic		
Planned Land Use Net New Trips	34,390		3,773		
Allowable Land Use Ratios at Buildout	Residential/Office		Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³	1.2		1.5		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

TABLE TM-5

**Urban Redevelopment Area–TCEA for Florida Mango & 10th Avenue Node
MONITORING TABLE**

Allowable Land Use Intensities	Residential/ Rental Units	Retail²	Industrial/ Warehouse	Office	Other Non-Residential
Existing Land Use Totals	13	90,095	NA	95,705	NA
Planned Land Use Totals ¹ Allowable variance +/- (%)	107 15%	223,715 25%	66,810 10%	229,325 10%	NA
Maximum Allowable Minimum Allowable	123 91	279,644 167,786	73,491 60,129	252,258 206,393	NA
Allowable Vehicle Trips		Daily Traffic	PM Peak Hour Traffic		
Planned Land Use Net New Trips		7,644	859		
Allowable Land Use Ratios at Buildout		Residential/Office	Residential/Other Non-Residential (Incl. Industrial)		
Minimum Allowable Ratios ³		0.36	1.24		

¹ Includes existing development

² The unit for Non-residential developments is in square feet (sft).

³ Residential units divided by 1000 sft of Office or Other Non-Residential uses (Incl. Industrial)

DEFINITIONS AND ACRONYMS

Complete Streets - Complete Streets are streets designed and operated to enable safe use and support mobility for all users. Those include people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. The concept of Complete Streets encompasses many approaches to planning, designing, and operating roadways and rights of way with all users in mind to make the transportation network safer and more efficient. Complete Street policies are set at the state, regional, and local levels and are frequently supported by roadway design guidelines.

Development - New development, redevelopment, or expansion of existing development, change or use, or modification of land.

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.

Impact – An increase in travel demand by development above the demand generated by the existing use of property.

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 - The movement of people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner. ~~Movement of people and goods.~~

Mobility Fee - A monetary exaction imposed on new development, that results in an increase in impact to the transportation system, to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Plan - The establishment of mobility projects within and adjacent to the Village to meet future travel demand from new development within the Village over a 10 to 20 year period that serves as the basis for the Village's mobility fee.

Mobility Project - The improvements, programs, services, and studies identified in the most recently adopted mobility plan to accommodate the impacts from new development within the Village and to enhance the safety, connectivity, and convenience of the transportation system.

Mode - The choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, rail, transit, taxi, using a new mobility technology, and the conveyance of goods by air, pipeline, rail, space, vehicle or water. ~~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.

Quality of Service (QOS) - A quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Shared-Use Path - A paved path typically 12 feet wide but may commonly vary from 10 feet to 14 or more feet depending upon constraints of volume of use, separated from vehicle travel lanes and designed for use of non-vehicular modes of travel.

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.

Transportation System – The right-of-way, easements, roads, streets, alleyways, curb-cuts, on-street parking, traffic control devices, stormwater management facilities, utilities, sidewalks, bike lanes, bridges, boardwalks, shared-use paths, trails, and transit facilities that allow for circulation, mobility, and parking within the Village and accessibility to land uses, property, and modes of transportation within the Village.

Travel Demand – The mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation network.

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.



GO Palm Springs
MOBILITY
Plan and Fee



2/25

Village of Palm Springs

MOBILITY PLAN AND FEE

Planning Board



MOBILITY COHORT



Introduction



Jonathan Paul, AICP
Mobility Planner



Uyen Dang, PE
Transportation Engineer
DD=C

What is a Mobility Plan?

- **A Mobility Plan** is a 20 year vision of the Town's transportation system to transition from one focused primarily on moving vehicles to moving people.
- **Mobility Plans** create a balance between reducing congestion and support community growth.
- **Mobility Plans** are required by Florida Statute to serve as the basis for development of a **Mobility Fee**.



A **Mobility Plan** is
the basis to establish
a Mobility Fee.

Why do we need it?

A **Mobility Plan** assists
the Town in prioritizing
projects in their long
range plans and helps get
projects funded

Mobility fees, established through mobility
plans, create additional revenue that the Town
can use to fund mobility projects.





Complete Streets

VILLAGE OF PALM SPRINGS MOBILITY STUDY AND FEE




**ACTIVE
SIDEWALKS**


**DEDICATED
BIKE LANES**


**ACTIVE
ROADWAY**


**SAFE
CROSSWALKS**


**FURNISHING
ZONE**


**GREEN
SPACES**

Community Engagement

Hispanic Heritage Festival



9/21/2024

Spooky Springs Halloween Trunk or Treat



10/19/2024

Senior Citizen Health Expo



10/30/2024

Village Tree Lighting



12/7/2024

Touch a Truck



2/8/2025

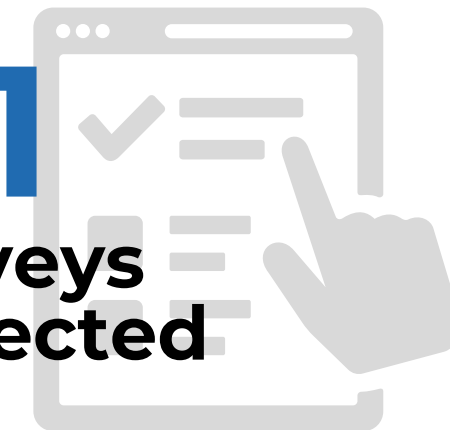


5
Community
Events

ENGAGEMENT

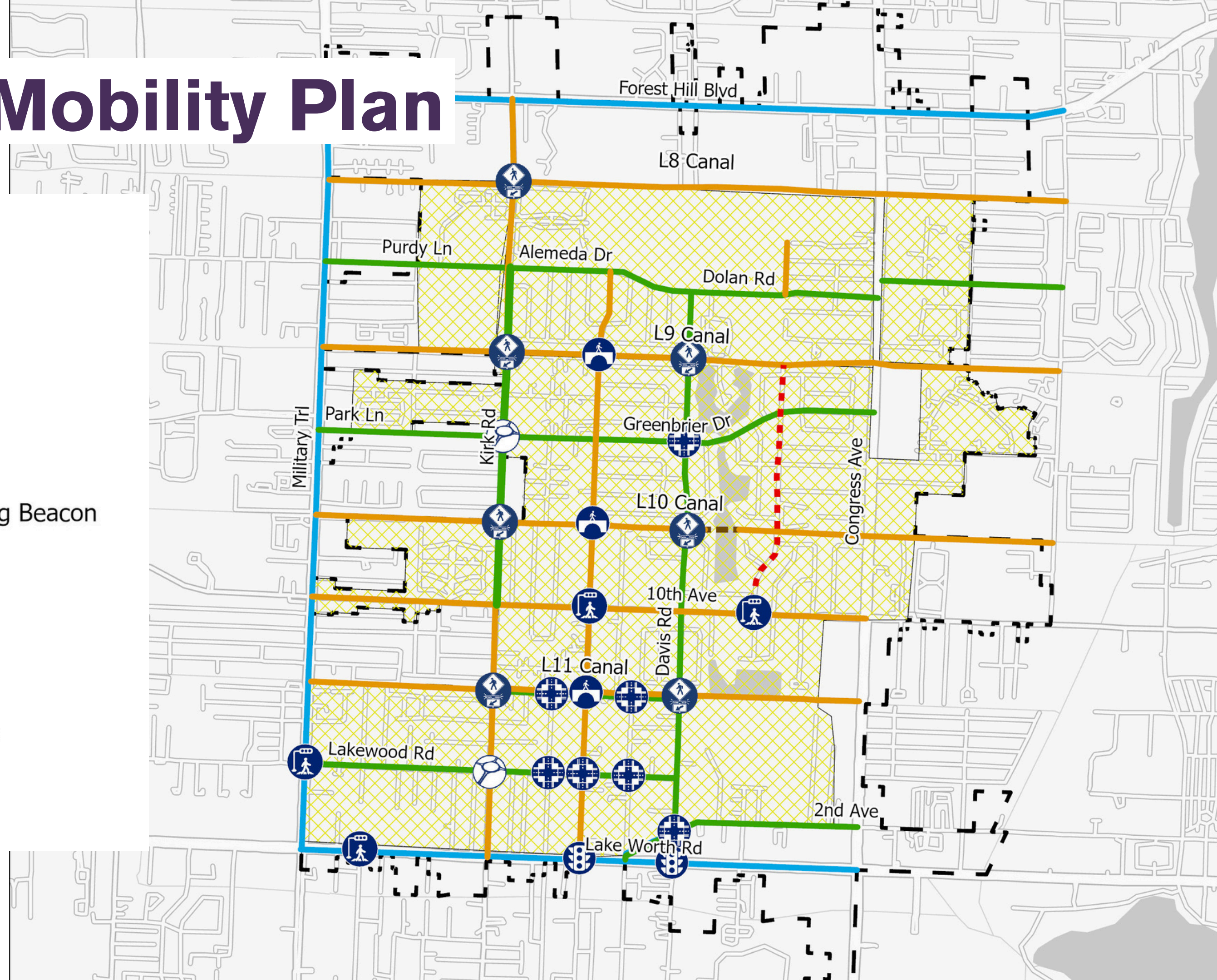
400+
Residents
and Visitors

111
Surveys
Collected



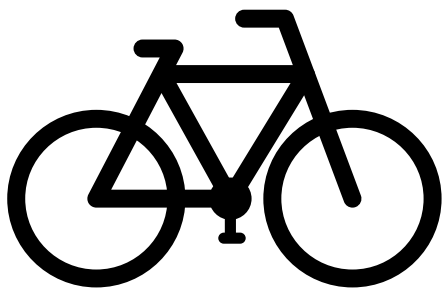
Draft 2045 Mobility Plan

-  New Signalized
-  Pedestrian Signal
-  Roundabout
-  Raised Intersection
-  Pedestrian Bridge
-  Rectangular Rapid Flashing Beacon
-  Bike Boulevard
-  Multi-Use Path
-  Lane Repurposing
-  Boardwalk
-  Complete Streets Projects
-  Traffic Calming
-  City Limit

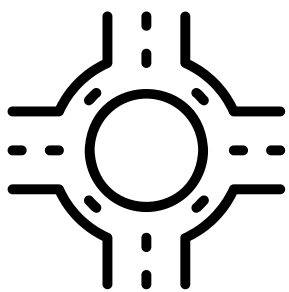


Draft 2045 Mobility Plan

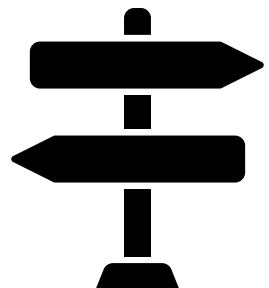


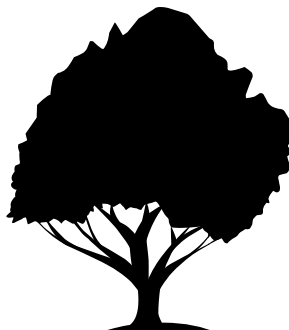
11 Miles 
Separated/Protected Bike Lanes

14 Miles 
Sidewalks and Curb Ramps

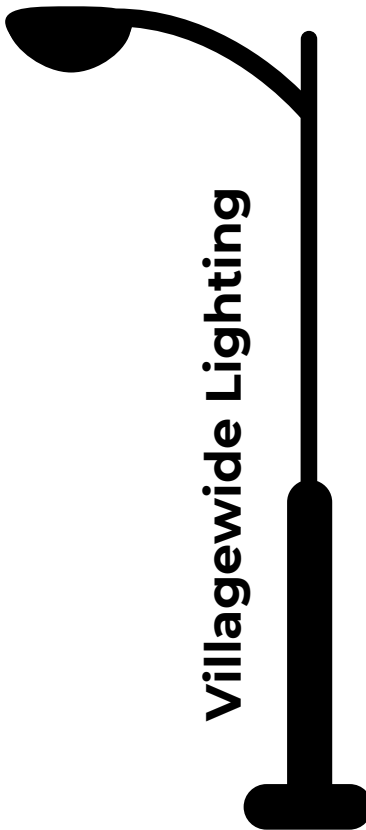
49 Miles 
Traffic Calmed Streets


Transit Shuttle


Wayfinding


Shade Trees


New Crosswalks


Village-wide Lighting



9 Miles **Complete Streets Projects**

Comprehensive Plan Amendment

- Draft Comprehensive Plan Amendment
- Incorporate Mobility Plan and Mobility Fee

Questions and Comments?

Next Steps

- Transmit Comprehensive Plan Amendment
- Complete Mobility Plan and Mobility Fee Technical Report
- Draft Mobility Fee Ordinance
- 1st Reading of the Mobility Fee Ordinance and Comprehensive Plan Amendment adoption
- 2nd Reading of Mobility Fee Ordinance and Adoption

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) “Mobility fee” means a local government fee schedule established by ordinance and based on the projects included in the local government’s adopted mobility plan.

(33) “Mobility plan” means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms “terminals” and “transit facilities” do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government’s concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may it is encouraged to adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted may not use an alternative transportation system be used to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation A mobility fee-based funding system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose that is not mobility fee-based shall not be applied in a manner that imposes upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any other form of exaction; related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term “infrastructure” means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term “public facilities” means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

The following is a summary explanation for the proposed changes to the Village of Palm Springs Comprehensive Plan for the development of a mobility plan and a mobility fee:

Amendment: ~~Mobility Plan 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. In 2025, the Village developed a Mobility Plan that identified improvements, programs, services, and studies, collectively referred to as “mobility projects”, to mitigate the travel demand impacts of new development, enhance the existing transportation system, and serve as the basis for development of a mobility fee. The Village can utilize the identified mobility projects 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.

Purpose: *The Village Transportation/Mobility Master Plan is being updated as part of the development of a mobility fee to reflect existing conditions in 2025 and the identification of future mobility projects in a Mobility Plan that serve as the basis for the mobility fee.*

Amendment: (system replacing network)

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 system ~~network~~.

Purpose: *Florida Statute requirements for the transportation element of comprehensive plans refers to a local governments transportation system. The terms system and network are used interchangeably throughout the Village’s Comprehensive Plan. There are several updates that will be noted that reflect system versus ~~network~~.*

Amendment: (alternative transportation system)

Policy TM 3.1.3 – The Village of Palm Springs shall ~~continue to~~ require that applicants provide a site assessment traffic impact analysis study for proposed developments that addresses internal circulation and on-site access connections to Village’s transportation system for vehicular and non-vehicular travel as a condition of the Development Permit.

Purpose: *Traffic impact analysis is associated with transportation concurrency and more specifically Palm Beach County’s transportation system. Under the current concurrency system, the traffic impact analysis is intended to identify needs. Then development may be required to make a proportionate share payment to mitigate those needs.*

Mobility fees are considered an alternative transportation system in Florida Statute intended to replace transportation concurrency. The mobility plan is intended to identify mobility projects to address transportation system needs external to individual developments. These external needs are mitigated for through payment of a mobility fee. Developments are still required to ensure on-site circulation and access connections (i.e., driveways or intersections) to the external transportation system are provided in a safe and efficient manner that does not impede vehicular and non-vehicular travel. Mobility projects in the Mobility Plan do not address development specific access connections or needs, that is the purpose for site assessment studies.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment: Policy TM 3.1.4 – Applicants for new development shall mitigate off-site traffic impacts to the transportation system through payment of a mobility fee to the Village. ~~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.~~

Purpose: See purpose under alternative transportation system.

Amendment: Policy TM 3.1.5 – The Village of Palm Springs shall negotiate with Palm Beach County the utilization of a portion of mobility fees paid by applicants to mitigate traffic impacts and fund mobility projects on County Roads identified in the Village's Mobility Plan. ~~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.~~

Purpose: The recently adopted (2024) amendments to Florida Statute through House Bill (HB) 479 require municipalities and counties to address mitigation to each entities transportation system based on the local governments mobility plan.

Amendment: 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 non-vehicular ~~pedestrian~~ cross-access between adjacent properties to reduce the need for vehicular trips on external roadways.

Purpose: Cross access impacts non-vehicular modes of travel such as bicycling or scooting just as much as it does people walking (i.e., pedestrians). This amendment provides clarification.

Amendment: Objective TM 3.2 – The Village of Palm Springs will provide an efficient interrelationship between the transportation system ~~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 system ~~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.

Purpose: See purpose under system versus network.

Amendment: 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 and Mobility Plan is compatible with related municipal plans.

Purpose: Recognizes the need to also collaborate Mobility Plans.

Amendment: Policy TM 3.2.6 – The Village of Palm Springs shall continue to coordinate transportation mobility planning and mobility projects ~~improvements~~ with the Palm Beach TPA.

Purpose: Recognizes the need to coordinate mobility planning and projects.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment: *Policy TM 3.2.9* – The Village of Palm Springs shall coordinate transportation mobility 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

Purpose: *Clarification.*

Amendment: *Objective TM 3.3* – The Village of Palm Springs seeks to satisfy the majority of transportation demands within the Village, as identified in the Village's Mobility Plan. ~~Transportation Element's Data, Inventory and Analysis and best available data from Palm Beach County and the Palm Beach TPA.~~

Purpose: *The Mobility Plan includes an evaluation of existing conditions based on the most recent and localized data.*

Amendment: (Level of Service)

Policy TM 3.3.1 – The Village of Palm Springs adopts the following Level Of Service (LOS) standards:

Village Local Roads: LOS "C" for Annual Average Daily Traffic (AADT), and LOS "D" for Peak Hour

Village Collector Roads: LOS "D"

County Roads: LOS "D"

FDOT Roads: FDOT LOS standards ~~LOS "D"~~

Purpose: *Level of service (LOS) standards have been established to determine the level of traffic that can be accommodated before improvements are needed. They have also been used as a tool for regulating development through transportation concurrency. Florida Statute states that where a local government uses LOS standards to regulate development, the local government is also responsible for showing how those standards are achieved in its five year Capital Improvements Program.*

The establishment of an alternative transportation system is to allow development to mitigate its transportation impact through payment of a mobility fee. The intent of a Mobility Plan is to plan for future mobility planning using multiple modes of travel, not just driving.

This global amendment is to reflect that roadway LOS is intended for mobility planning purposes and the identification of future needs to be addressed through the mobility plan. Subsequent amendments stipulate that the Village is not financially responsible for maintaining another governmental entities LOS standard. Florida Statute stipulates that by establishing a LOS standard, a local government is the entity responsible for paying to maintain that standard. Private development would only be responsible for impacts that caused a roadway to exceed that standard. Private development cannot be made responsible for roadways that already exceed capacity (i.e., backlogged or deficient). Since LOS standards place financial obligations on local governments, many who adopt alternative transportation systems also consider alternatives to LOS standards. As part of future Comprehensive Plan amendments, the Village may elect to replace road LOS with Street Quality of Service (QOS) standards.

Amendments: *Policy TM 3.3.2* – Level Of Service (LOS) standards are intended to be used for mobility planning purposes and site access studies, not for regulating development. The Village of Palm Springs recognizes County and FDOT's level of service standards but is not financially responsible for ensuring those standards are maintained. ~~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.~~

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Policy TM 3.3.3 – The Village may elect to establish standards that would require proposed amendments to the Comprehensive Plan that result in an increase in travel above to be defined thresholds to evaluate the impact of the development on Level Of Service (LOS) standards and to identify appropriate mitigation or require an update to mobility projects and the Village's mobility fee.

Policy TM 3.3.4 – The Village may evaluate the establishment of Street Quality of Service (QOS) standards as a complement to or as a replacement of Village and County Level Of Service (LOS) standards. The Village may also establish Street QOS standards for State Roads to be used in conjunction with FDOT established LOS standards.

Policy TM 3.3.5 – The Village may evaluate the establishment of Multimodal and Transit Quality of Service (QOS) standards.

Purpose: See purpose under level of service.

Amendment: Policy TM 3.3.6 – The Village will coordinate with FDOT on the utilization of Context Classifications for functionally classified roads in the Mobility Plan.

Purpose: The Florida Department of Transportation (FDOT) has adopted Complete Street guidelines. As part of those guidelines, it has established context classifications. The Mobility Plan includes an evaluation of the Village's transportation system based on those context classifications. The classifications are relatively new and subject to change as municipalities further urbanize. Coordination with FDOT, given the number of State Roads within and adjacent to the Village, should be coordinated with to further refine roadway context classifications.

Amendment: Objective TM 3.4 – The Village of Palm Springs shall identify future roadway needs and capacity requirements for roads and streets within the Village as part of its Mobility Plan. ~~on an annual basis.~~

Purpose: The Mobility Plan is intended to be a planning tool utilized by the Village to plan for future transportation mobility needs.

Amendment: Policy TM 3.4.1 – The Village of Palm Springs shall continue to coordinate with the Palm Beach TPA to identify future transportation mobility 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).

Purpose: Clarification

Amendment: Objective TM 3.5 – The Village of Palm Spring's will pursue multiple sources of funding such as mobility fees, gas and sales tax, assessments and property tax, grants, loans, and partnerships for mobility projects identified in the Mobility Plan and for maintenance and operation of the existing transportation system. ~~Transportation Program shall be cost feasible.~~

Purpose: Indicates that the Village will pursue multiple avenues for funding mobility projects.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment: Policy TM 3.5.1 – Before expanding the transportation ~~system 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 3.5.3 – The Village of Palm Springs shall prioritize transportation funding that results in Complete Streets, providing mobility for all transportation ~~system network~~ users, in coordination with FDOT and the Palm Beach TPA.

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 ~~system network~~.

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 ~~system network~~.

Purpose: *See purpose under system versus network.*

Amendment: 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 Mobility Plan 2021 ~~Transportation/Mobility Master Plan~~ are incorporated into the LRTP for prioritization and funding.

Purpose: *Updated reference to Mobility Plan*

Amendment: 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.

Purpose: *Florida Statute allows for any local government to adopt alternative transportation systems to replace transportation concurrency. The Palm Beach County Comprehensive Plan requires transportation concurrency under the County system.*

Amendment: 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 adopted LOS standards “D” ~~by 2030, as documented in the most recently adopted LRTP. Village’s 2021 Transportation/Mobility Master Plan.~~

Purpose: *As the Village transitions to a mobility plan and mobility fee system, emphasis will be on mobility projects to enhance the transportation system. Future level of service deficiencies and the need for capacity improvements on State and County Roads, which primarily carry through traffic, would be identified through the Long Range Transportation Plan.*

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Amendment:

Objective TM 4.2 Alternative Transportation system TCEA

Objective TM 4.2 – The Village of Palm Springs shall establish an alternative transportation system to replace transportation concurrency, transportation concurrency exception areas, and traffic mitigation payments and fees for development consistent with the Comprehensive Plan through adoption of a mobility fee based on the Village’s Mobility Plan. ~~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 Mobility Plan shall identify the mobility projects needed to accommodate travel demand from development, mitigate impacts to the transportation system from that development, and enhance mobility for the Village’s residents, businesses, employees, students, patrons, and visitors. ~~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 4.2.3 – The Village of Palm Springs shall administer, implement, maintain, and periodically update its Mobility Plan and Mobility Fee to plan, design, fund, and construct mobility projects to enhance the transportation system. ~~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 transportation network shall be planned and designed to accommodate and promote multiple modes of travel by advancing the following Mobility Plan tenets: ~~The Village of Palm Spring shall adopt local TCEA regulations, no later than 2025, consistent with the Palm Beach County TCEA policy.~~

- a) Mobility: The ability to move people from place (origin) to place (destination) by multiple modes (walk, bike, transit, vehicle) of travel in a timely (speed) and efficient manner;
- b) Accessibility: The ease at which people of all abilities and ages reach, enter, and use modes of travel at the origin and destination of their trip. Transit systems are frequently burdened with addressing the issue of first and last mile access. Providing Americans with Disabilities Act (ADA)-compliant curb access ramps at origins, destinations, intersections, driveways, and mid-block crossings is imperative to removing impediments for vulnerable users such as the disabled, children, the elderly, and people riding bicycles and micromobility devices;
- c) Connectivity: The number of route options people have available to them and the directness and/or distance of those routes. Innovative approaches to enhance connectivity, such as low speed or shared streets, along with using paths, trails, and multi-modal ways for non-vehicular connections, improve mobility and accessibility for people walking, bicycling, accessing transit, and using new mobility technology;
- d) Visibility: The frequency at which those driving a car see people walking, bicycling, riding various micromobility devices, and accessing transit. More people walking and biking equates to greater awareness that people walk and bicycle, which further equates to safety in numbers;
- e) Continuity: The provision of uninterrupted consistency of sidewalks, paths, trails, and bike lanes in width and condition with logical beginning and endpoints that are without gaps and without

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

sudden and abrupt termination. Roads do not suddenly terminate without warning, change number of lanes, or randomly change width without proper transitions and appropriate signage; neither should sidewalks, paths, trails, or bike lanes;

- f) Safety: The combination of behavioral and physical design elements of the built environment that make the multi-modal transportation system comfortable and pleasant for all ages and abilities;
- g) Equity: The ability to access relevant activities such as employment, education, entertainment, health care, personal services, recreation, and retail opportunities by people of all ages, abilities, race, and socioeconomic strata without undue and unjust burden. Equitable mobility provides transportation mobility for not only underserved or disadvantaged communities but also vulnerable users. People have a fundamental right to move around easily, safely, and conveniently;
- h) Social Value: The people-to-people connections one experiences in a shared space environment, whether biking, walking, or riding transit. The social value of these interactions increases both individual happiness and societal happiness through active engagement with the community that overall increases the quality of life and fosters independence, especially for children and the elderly.
- i) Comfort: The sum of all the mobility plan tenets plus the overall quality of the built environment provided for the various mobility modes that allow for comfortable travel, trip satisfaction, travel choice, and time-cost choice.

Policy TM 4.2.4 – The Village of Palm Springs shall consult with the County, FDOT, the Palm Beach TPA, other transportation providers, and drainage authorities on the identification of mobility projects and development, maintenance, and update of the Village’s Mobility Plan. 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 mobility projects established in the Mobility Plan shall serve as the basis for calculation of the Village’s mobility fee. The mobility fee shall be a one-time assessment to mitigate the impact of development on the transportation system. The mobility fee shall meet the dual rational nexus test and shall be roughly proportional to the person travel demand generated by development. 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 mobility fee shall be the only transportation mitigation fee assessed on development within the Village to ensure that new development is not held to a higher standard than existing development, is not assessed for systemwide deficiencies, is not paying twice for the same impacts, and is not paying more than the cost of mobility projects reasonably attributable to the travel demand impact of new development. 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 will make its best efforts to negotiate an interlocal agreement with the County to allocate a share of the mobility fees collected within the Village to fund mobility projects on County Roads identified in the Village’s Mobility Plan. will attempt to acknowledge 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.

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

~~**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.~~

The amendment also includes the deletion of TM Tables 1 thru 5.

***Purpose:** See purpose under alternative transportation system. Further, Palm Beach County objected to the Village's attempts to establish a TCEA. The Florida Legislature has replaced TCEA's with alternative transportation systems, such as a mobility fee based on a mobility plan. Florida Statute very clearly states that any local government can adopt an alternative transportation systems and makes no exception for exempting local governments in charter Counties.*

Amendment: DEFINITIONS AND ACRONYMS

Development - New development, redevelopment, or expansion of existing development, change or use, or modification of land.

Impact – An increase in travel demand by development above the demand generated by the existing use of property.

Mobility - The movement of people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner. ~~Movement of people and goods.~~

Mobility Fee - A monetary exaction imposed on new development, that results in an increase in impact to the transportation system, to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Plan - The establishment of mobility projects within and adjacent to the Village to meet future travel demand from new development within the Village over a 10 to 20 year period that serves as the basis for the Village's mobility fee.

Mobility Project - The improvements, programs, services, and studies identified in the most recently adopted mobility plan to accommodate the impacts from new development within the Village and to enhance the safety, connectivity, and convenience of the transportation system.

Mode - The choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, rail, transit, taxi, using a new mobility technology, and the conveyance of goods by air, pipeline, rail, space, vehicle or water. ~~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.~~

~~**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.~~

SUMMARY OF PURPOSE FOR COMPREHENSIVE PLAN AMENDMENTS

Quality of Service (QOS) - A quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Shared-Use Path - A paved path typically 12 feet wide but may commonly vary from 10 feet to 14 or more feet depending upon constraints of volume of use, separated from vehicle travel lanes and designed for use of non-vehicular modes of travel.

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 System – The right-of-way, easements, roads, streets, alleyways, curb-cuts, on-street parking, traffic control devices, stormwater management facilities, utilities, sidewalks, bike lanes, bridges, boardwalks, shared-use paths, trails, and transit facilities that allow for circulation, mobility, and parking within the Village and accessibility to land uses, property, and modes of transportation within the Village.

Travel Demand – The mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation network.

Purpose: *The amendments reflect terms used for mobility plans and mobility fees.*

- ① LAKE CLARK SHORES BBQ (2-15)
- ② MEET MGN (2-18)
- ③ SPECIAL MAGISTRATE (2-20)
- ④ PD AWARDS (2-20)
- ⑤ MGR (2-25)
- ⑥ PBC-FLC WELLINGTON (2-26)
- ⑦ DR. SELSS READ FOR RECORD (3-3)
- ⑧ JIMMY WORTH CELEBRATION OF LIFE (3-3)
- ⑨ DIST. 2/3 LUNCH (3-12)
- ⑩ LIBRARY MUSICAL DEDICATION (3-5)
- ⑪ TACO FEST (3-8)
- ⑫ MEET MGN (3-11) ?
- ⑬ PLANNING + ZONING (3-11)

Happy Woman's Month!

Mayor Pro Tem Ready entered into the Record under Village Council Comments



PALM BEACH Transportation Planning Agency

Community Profile: Palm Springs



Total Area (acres)	Acres
Palm Springs, FL	2,723
Palm Beach County, FL	1,525,248.3

KEY POPULATION



Total Population

26,871

People

Palm Springs, FL

1,507,453

People

Palm Beach County, FL



Average Household Size

3.06

People

Palm Springs, FL

2.48

People

Palm Beach County, FL



Median Age

37.8

Years

Palm Springs, FL

45.4

Years

Palm Beach County, FL



Median Household Income

\$59,602

USD

Palm Springs, FL

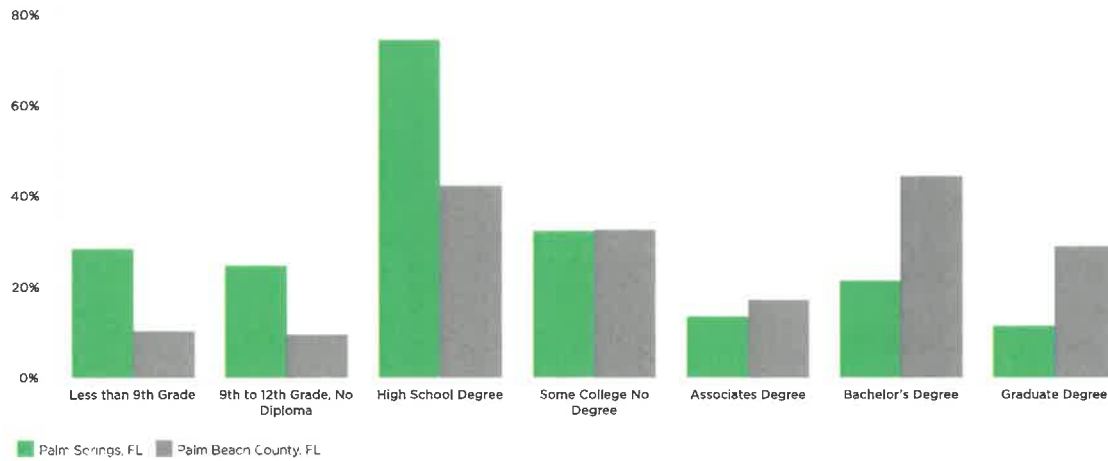
\$81,115

USD

Palm Beach County, FL

Sources: US Census Bureau ACS 5-year 2019-2023

EDUCATION ATTAINMENT



Sources: US Census Bureau ACS 5-year 2019-2023

Number of Jobs

32,109

Jobs

Palm Springs, FL

655,730

Jobs

Palm Beach County, FL

Unemployment Rate

6.3%

Palm Springs, FL

5.4%

Palm Beach County, FL

Sources: LODES Version 8.0 2022; US Census Bureau ACS 5-year 2019-2023



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Administration

ITEM #3: Appointment to the Joseph L. Fallon Scholarship Committee

SUMMARY: The Fallon Scholarship Committee consists of Police Chief Ceccarelli, Assistant Village Manager Kim Glas-Castro, Library Director Jossie Maliska, and Council Member Patti Waller. There is a vacancy on the Board due to the resignation of Mrs. Robin Hughes.

The Scholarship Selection Committee includes five (5) members from different departments, a Village Council member, and a Library Board or community representative. Generally, the Committee meets once a year to review and evaluate applications based on financial need, grades, experience, and personal evaluations.

Human Resource Director, Mrs. Ashley Saingilus has expressed an interest in serving on the Joseph L. Fallon Scholarship Committee. If the appointment is approved by the Village Council, she will serve until she resigns her position at the Village, or request to be removed from the Committee.

FISCAL IMPACT:

There is no fiscal impact.

ATTACHMENTS:

1. Placeholder - Board Member Application

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

**Available
Upon
Request**



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Administration

ITEM #4: Reappointment to the Parks and Recreation Board

SUMMARY: The terms for Mr. Alberto Jordat and Mr. Rick DiRienzo will expire on May 14, 2025, on the Parks and Recreation Board. Mr. Jordat and Mr. DiRienzo has expressed an interest in continuing to serve as a Regular member on the Advisory Board.

If approved, they will serve a three-year term that expires May 14, 2028. The appointments would leave no vacancies on the Parks and Recreation Board.

FISCAL IMPACT:

ATTACHMENTS:

1. Placeholder - Board Member Application

A copy of **Mr. Jordat**
and Mr. DiRenzo's
application is on file
in the Village Clerk's

**Available
Upon
Request**



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Administration

ITEM #5: Resolution No. 2025-25 - Approve Piggyback Agreement with Universal Cabling System, Inc. for Village Wide Cabling Contractor Services and Proposal for Structured Cabling Police Department Building Expansion project.

SUMMARY: The IT Department has determined a need for a cabling contractor to provide services for the cabling distribution system for analog and digital voice telephony, video and network data operations for Village Wide use. The installation of fiber optic-based premised wiring distribution systems is the backbone of networks.

The Village is seeking authorization to enter into a piggyback agreement with Universal Cabling Systems, Inc., utilizing the Palm Beach County School District's contract awarded through a competitive selection process - Cabling Contractor Services (Bid No. 24C-31V). The Village has worked with the proposed vendor and has received excellent service and quality products.

If approved, the Village would accept all terms, conditions, and pricing based on the Palm Beach County School District contract with Universal Cabling Systems, Inc. The proposed agreement would expire on June 19, 2027; if Palm Beach County School District extends the term of the contract, the Village may extend the term of the agreement. 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.

In addition to the recommendation of the piggyback agreement, the IT Department obtained a proposal for the cabling services required for the Police Department Building Expansion project. The proposal includes labor and materials for the structured cabling scope of work aligned with the construction specifications and drawings. The total proposed amount is not to exceed \$222,261.00 utilizing the price schedule rates from the Palm Beach County School District Cabling Contractor Services agreement.

The Village Attorney prepared the proposed agreement, and the Finance Director and Procurement Manager reviewed it.

FISCAL IMPACT:

The proposal for the Police Building Expansion structured cabling with Universal Cabling Systems, Inc. will be funded by Account Number 01229-56200. Future projects with estimated costs exceeding \$35,000 will be presented to the Village Council for approval.

ATTACHMENTS:

1. Resolution No. 2025-25
2. Village of Palm Springs-Piggyback Agreement

3. Village of Palm Springs-Piggyback Authorization Letter
4. PBC School District Solicitation Documents 24C-31V
5. PBC School District 24C-31V Tabulation Approved
6. PBC School District 24C-31V Letter of Agreement
7. Proposal for Structured Cabling-PD Bldg Expansion Project

RESOLUTION NO. 2025-25

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING A PIGGYBACK AGREEMENT WITH UNIVERSAL CABLING SYSTEM, INC UTILIZING THE PALM BEACH COUNTY SCHOOL DISTRICT CONTRACT CABLING CONTRACTOR SERVICES [MAY 10, 2024 - BID NO. 24C-31V] FOR A CABLING CONTRACTOR TO PROVIDE SERVICES FOR THE CABLING DISTRIBUTION SYSTEM FOR ANALOG AND DIGITAL VOICE TELEPHONY, VOICE AND NETWORK DATA OPERATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs Finance/IT Department needs a cabling contractor to provide services for the cabling distribution system for analog and digital voice telephony, video and network data operations for Village Wide use; and

WHEREAS, the Village is seeking authorization entering into a piggyback agreement with Universal Cabling Systems, Inc., utilizing the Palm Beach County School District's contract awarded through a competitive selection process - Cabling Contractor Services [May 10, 2024 - Bid No. 24C-31V] and accept all terms, conditions, and pricing; and

WHEREAS, the proposed agreement expires on June 19, 2027; if Palm Beach County School District extends the term of the contract, the Village may extend the term of the agreement; and

WHEREAS, in addition to the recommendation of the piggyback agreement, the IT Department obtained a proposal for an amount not to exceed \$222,262 for the cabling services required for the Police Department Building Expansion project that includes labor and materials; and

WHEREAS, Section 58-9 authorizes the Village to Accessing contracts of

other government agencies with a requirement that the Village Council approve all piggyback purchases which are anticipated to have a value of more than \$35,000.

**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 Council hereby approves entering into a piggyback agreement with Universal Cabling System, Inc. using the Palm Beach County School District - Cabling Contractor Services [May 10, 2024-Bid No. 24C-31V] for a cabling contractor to provide services for the cabling distribution system for analog and digital voice telephony, video and network data operations for village-wide use.

Section 3. The Village of Palm Springs Council approves the Police Department to enter into an agreement with Universal Cabling System, Inc. for an amount not to exceed \$222,261 for the Police Expansion Project at 217 Cypress Lane.

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:

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

The Mayor thereupon declared the Resolution duly passed and adopted this 11th day of April 2025.

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

AGREEMENT FOR GOODS AND SERVICES
(Utilizing the Palm Beach County School District Contract for Cable Contractor Services)

This Agreement for Goods and Services ("Agreement") is made as of the _____ day of _____, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Universal Cabling Systems, Inc.**, a Florida corporation, 914 Fern Street, West Palm Beach, FL 33401 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE is in need of certain cabling services; and

WHEREAS, on or about May 10, 2024, Palm Beach County School District ("PBCSD"), through its competitive selection process (Bid No. 24C-31V), awarded an agreement to the VENDOR for the provision of cabling services on a hourly price basis ("PBCSD Contract"); and

WHEREAS, the PBCSD Contract includes the cabling services the Village seeks; and

WHEREAS, the VILLAGE has reviewed the terms of the PBCSD Contract and has determined the VENDOR's hourly pricing as 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 PBCSD Contract to the VILLAGE and the VENDOR has executed this Agreement with the VILLAGE to utilize the terms of the PBCSD 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. PBCSD Contract, Effective Date, and Term. The PBCSD 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 PBCSD under the PBCSD 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 continue for the term of the PBCSD Contract (from June 20, 2024 to June 19, 2027). If PBCSD extends the term of the PBCSD Contract with the Vendor, the VILLAGE may extend the term of this Agreement. This Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.
3. Goods and Service Request(s). The VILLAGE does not guarantee that it will utilize this Agreement or the VENDOR for any needed goods and services hereunder. If the Village seeks goods and services from the VENDOR under this Agreement, the VILLAGE's ordering mechanism for the goods and services shall be a VILLAGE issued Service Request, which the Village may send via email (with delivery receipt) to the VENDOR at the following email address(es) **ryan@ucscable.com**. The scope of goods and services to be provided by the VENDOR and the compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Service Request. The VENDOR shall not provide any goods or services under this Agreement without a VILLAGE issued Service Request specifically for this purpose. The

VENDOR shall not provide any goods and/or services which are outside the scope of an issued Service Request and the VENDOR shall not exceed the expressed amounts stated in the Service Request to be paid to the VENDOR. The pricing in each Service Request shall be consistent with the pricing set forth in the Jupiter Contract.

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 stated by the VILLAGE in the applicable Service Request and consistent with the hourly rates set forth in **Exhibit "A"**, which is attached hereto and incorporated herein.

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 Service Requests, and the PBCSD 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 PBCSD 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.

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

(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.

(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.

(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.

6.19 **COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024):** 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 PBCSD Contract for Cable Contractor Services) 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:

Universal Cabling Systems, Inc.

By: _____

Print Name: Ryan VanSon

Title: Vice President

[Corporate Seal, if required.]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 3rd day of March 2025, by Ryan VanSon, as the Vice President [title] of **Universal Cabling Systems, 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 **Universal Cabling Systems, Inc.** to the same.

Susan S. Dubeau
Notary Public Signature

Notary Seal:
My Commission expires: 2/24/26

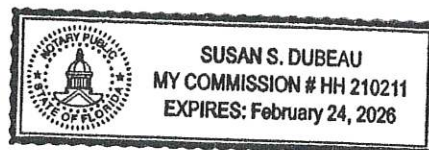


Exhibit "A"
VENDOR's HOURLY RATES

<u>Description</u>	<u>Hourly Rate</u>	
Technician Regular Time:	\$78.00	
Technician Overtime:	\$117.00	
Technician Premium Time:	\$117.00	
Assistant/Helper Regular Rate:	\$72.46	
Assistant/Helper Overtime Rate:	\$108.69	
Assistant Helper Premium Labor Rate:	\$108.69	
Materials/Subcontracted Services – Cost Plus Percentage:		10%

Universal Cabling Systems, Inc.

*Communication is the **LINE** to Success*

Voice / Data / Fiber Optic

February 24, 2025

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

Ref: Piggyback of Palm Beach County School District Term Contract #24C-31V for Cable Contractor Services.

Universal Cabling Systems, Inc. agrees to use the Palm Beach County School District Contract #24C-31V terms and conditions for the Village of Palm Springs projects.

The contract effective dates are June 20, 2024 through June 19, 2027 with the possibility of (2) additional 1-year extensions.



Ryan VanSon
Vice President

Solicitation 24C-31V

Cable Contractor Services

Bid Designation: Regional



The School District of Palm Beach County

Bid 24C-31V

Cable Contractor Services

Bid Number	24C-31V
Bid Title	Cable Contractor Services
Bid Start Date	Feb 20, 2024 11:43:57 AM EST
Bid End Date	Mar 14, 2024 2:00:00 PM EDT
Question & Answer End Date	Mar 4, 2024 5:00:00 PM EST
Bid Contact	DEBRA HAMMERSCHLAG 561-434-8229 Debra.Hammerschlag@palmbeachschools.org
Contract Duration	3 years
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Bid Comments	The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Cable Contractor Services. Bidders which meet or exceed the criteria established in the Invitation to Bid, will be placed in the pool of awarded vendors which may be accessed by the School District of Palm Beach County Departments and Schools in order to obtain price quotations to provide services. Services include new installations and repairs as specified herein.

Addendum # 1

New Documents	24C-31V Addendum 1.pdf FPCIO1 05.11.2022 - 19C-24T 1st Renewal Tab.pdf
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Item Response Form

Item	24C-31V--01-01 - Technician - Regular Time
Quantity	1 each
Unit Price	
Delivery Location	The School District of Palm Beach County <u>The School District of Palm Beach County</u> 3300 Forest Hill Boulevard West Palm Beach FL 33406 Qty 1

Description

Technician - Regular Time
Hourly Regular Time Labor Rate

Regular Time - M-F 7am - 5pm

Overtime - M-F after hours, and Sat
Premium - Sun and Holidays

Item	24C-31V--01-02 - Technician - Overtime
Quantity	1 each
Unit Price	
Delivery Location	The School District of Palm Beach County <u>The School District of Palm Beach County</u> 3300 Forest Hill Boulevard West Palm Beach FL 33406 Qty 1

Description
Technician - Overtime
Hourly Overtime Rate

Regular Time - M-F 7am - 5pm
Overtime - M-F after hours, and Sat
Premium - Sun and Holidays

Item	24C-31V--01-03 - Technician - Premium Time
Quantity	1 each
Unit Price	
Delivery Location	The School District of Palm Beach County <u>The School District of Palm Beach County</u> 3300 Forest Hill Boulevard West Palm Beach FL 33406 Qty 1

Description
Technician - Premium Time
Hourly Premium Rate

Regular Time - M-F 7am - 5pm
Overtime - M-F after hours, and Sat
Premium - Sun and Holidays

Item	24C-31V--01-04 - Assistant/Helper - Regular Rate
Quantity	1 each
Unit Price	
Delivery Location	The School District of Palm Beach County <u>The School District of Palm Beach County</u> 3300 Forest Hill Boulevard West Palm Beach FL 33406 Qty 1

Description
Assistant/Helper - Regular Rate
Hourly Regular Time Labor Rate

Regular Time - M-F 7am - 5pm
Overtime - M-F after hours, and Sat
Premium - Sun and Holidays

Item **24C-31V--01-05 - Assistant/Helper - Overtime Rate**

Quantity **1 each**

Unit Price

Delivery Location **The School District of Palm Beach County**

The School District of Palm Beach County

3300 Forest Hill Boulevard

West Palm Beach FL 33406

Qty 1

Description

Assistant/Helper - Overtime Rate

Hourly Overtime Labor Rate

Regular Time - M-F 7am - 5pm

Overtime - M-F after hours, and Sat

Premium - Sun and Holidays

Item **24C-31V--01-06 - Assistant/Helper - Premium Labor Rate**

Quantity **1 each**

Unit Price

Delivery Location **The School District of Palm Beach County**

The School District of Palm Beach County

3300 Forest Hill Boulevard

West Palm Beach FL 33406

Qty 1

Description

Assistant/Helper - Premium Labor Rate

Hourly Premium Labor Rate

Regular Time - M-F 7am - 5pm

Overtime - M-F after hours, and Sat

Premium - Sun and Holidays

Item **24C-31V--01-07 - Materials/Sub-Contracted Services - Cost Plus Percentage**

Quantity **1 each**

Percentage

Delivery Location **The School District of Palm Beach County**

The School District of Palm Beach County

3300 Forest Hill Boulevard

West Palm Beach FL 33406

Qty 1

Description

Materials / Sub -Contracted Services - Cost Plus Percentage (CP%)

The CP% may not exceed 10%.

Calculating CP% Example:

Price \$100

CP10%

Ext Price \$110 (price x 1.10)

School District of Palm Beach County FL



Solicitation No.

24C-31V

RESPONSES ARE DUE PRIOR TO:

Mar 14, 2024

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.BidSync.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/cms/one.aspx?pageId=6165437>

24C-31V - SPECIAL CONDITIONS

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

A. SCOPE:

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for **Cable Contractor Services**. Bidders which meet or exceed the criteria established in the Invitation to Bid, will be placed in the pool of awarded vendors which may be accessed by the School District of Palm Beach County Departments and Schools in order to obtain price quotations to provide services. Services include new installations and repairs. Items include but are not limited to:

Communications Equipment Room Systems	Pathways
Cabling	Information Outlets
Grounding	Servers/Routers/Switches
Data Sets/Workstations	Technology Package Retrofit Installs

B. DELIVERY:

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. PERISCOPE2G:

1. All offers must be submitted electronically to PeriscopeS2G at BidSync.com. Including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.
2. PeriscopeS2G supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.
3. The District will only consider offers that have been uploaded and submitted through PeriscopeS2G PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.**
4. Only Microsoft Windows supported documents file extensions will be accepted.
5. **IMPORTANT INFORMATION:** For help filling out your offer, please visit:

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into PeriscopeS2G must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select "Review response," verify the information is correct then enter your password and select "Confirm & submit response."

After clicking "Confirm & submit response," a confirmation page loads with "Offer Received" at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you

will receive a confirming email within five minutes.

If you do not receive confirmation that your offer has been received, please call Periscope S2G at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with PeriscopeS2G is a FREE service.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

E. FLORIDA PREFERENCE:

Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and electronically submit the Proposer's Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

F. SBE PREFERENCE:

Award recommendations shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to <https://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

G. AWARD:

Contract will be awarded to ALL responsive, responsible bidders meeting specifications, terms, and conditions of this bid. Whenever work is needed, awarded vendors will be notified to provide a quote, as per Paragraph EE, for that project based on their prices provided on the Cost Summary Document. The quote will be awarded to the lowest responsive responsible bidder after adjustments have been made for all preferences that may be applicable. Before awarding the quote to a contractor, The Board, through its designee(s) reserves the right to require a contractor to submit additional documentation of its qualifications to perform the work, ability to complete the project within the time period stated in the quote or any other

information the Board deems necessary for evaluating the contractor's quote. By submitting a proposal, the contractor expressly understands, consents and agrees to the inquiries stated herein.

In the event that the lowest responsive responsible bidder is unable to provide documentation of its qualifications to perform the work stated in the quote or the ability to complete the project within the time period stated in the quote, The Board, through its designee(s) reserves the right to award the quote to the next lowest responsive responsible bidder.

After award of the quote, The Board, through its designee(s) reserves the right to monitor contractor's work performance and/or ability to complete the project within the time period stated in the awarded quote. In the event that the Board, through its designee(s) has a reasonable belief that contractor no longer has the qualifications to perform the work, ability to complete the project within the time period stated in the quote, it reserves the right to remove contractor from all or a portion of the project/contract and reassign to the next lowest responsive responsible bidder.

Lowest bid is defined as the calculation of the lowest total cost taking into consideration any additional discounts, allowable credits and/or any other relevant factors affecting the lowest total cost of a contract offered by a responder.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

H. TERM OF CONTRACT:

The term of this contract shall be for three (3) years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for two (2) additional one-year periods. If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. If needed, the Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods unless the conditions below are met, nothing prohibits the District from accepting lower pricing during the term of this contract.

- 1) **Price Escalation** SCHOOL BOARD may consider pricing increases during the term of the initial contract period, and any/all subsequent renewal periods if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) CONTRACTOR submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e) CONTRACTOR shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.

When the CONTRACTOR complies with the above-mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the effective date of price increase.

CONTRACTOR must receive written notice from Purchasing that SCHOOL BOARD is in acceptance of the new price(s) before processing any orders at the new cost.

CONTRACTORS are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases.

I. REFERENCES:

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide cabling contractor services. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. QUALIFICATIONS:

Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.
AND
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via [Sunbiz.org](https://sunbiz.org)-Department of State.
AND
3. Limited Energy (ES/ET) Specialty License or qualified license
4. Location of nearest permanent office. Must be within 75 miles of School District's Main Office, 3300 Forest Hill Blvd., WPB, FL 33406

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to:
<https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. A current Business Tax Receipt within that county you are registered
AND
2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of

Status Verification which may be obtained via Sunbiz.org-Department of State.

AND

3. Limited Energy (ES/ET) Specialty License or qualified license
4. Location of nearest permanent office. Must be within 75 miles of School District's Main Office, 3300 Forest Hill Blvd., WPB, FL 33406

Note: It is possible that projects may require the services of a Building Industry Consulting Services International (BICSI) Registered Communications Distribution Designer (RCDD). In these instances, contractor(s) shall either have a BICSI RCDD on staff or use a certified BICSI RCDD. Include certificates for your intended BICSI RCDD with bid response; and if intended to sub-contract they must also be identified on the appropriate forms.

A copy of all listed above shall be included in the bid package as a separate attachment. Failure to do so may result in rejection of bid.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. PLACING AN OFFER:

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

All offers must be submitted electronically to PerscopeS2G at BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. BID QUESTIONS:

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via PeriscopeS2G no later than 5:00 p.m. EST, on Monday, March 4, 2023. Questions received via PeriscopeS2G by the time and date specified will be answered in writing and posted on PeriscopeS2G. Debra Hammerschlag is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Debra Hammerschlag nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. POSTING OF BID RECOMMENDATION / TABULATIONS:

Bid recommendations and tabulations will be posted electronically with PeriscopeS2G for review by interested parties, on Wednesday, March 20, 2024, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. SBE GOAL:

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listings of Certified Small Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

O. SUB-CONTRACTING:

Contractors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. If a contractor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the project/bid for approval by the School District. In addition, contractor must provide the proposed subcontractor's proof of insurance as stated below with coverages as provided in the Special Conditions of this solicitation.

Before submission to the District for consideration, contractor must confirm that proposed subcontractor's insurance company has the School Board of Palm Beach County, Florida NAMED AS AN ADDITIONAL INSURED. The Certificate of Insurance (COI) must state the Bid Number and the name of the subcontractor in the Description of Operations Section in the COI. Contractor will provide the subcontractor's COI and any additional documentation to insurancecertificate@palmbeachschools.org.

By submitting a proposal or bid, the contractor expressly understands, consents and agrees that it will not retain, hire or contract with any subcontractors prior to furnishing all requested subcontractor information, including insurance coverage, to the District and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility

standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: www.sba.gov/federal-contracting/contracting-guide/size-standards.

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm's headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm's gross revenues or sales derived there, or a majority of firm's employees domiciled in one of these counties.

An SBE business must have received less than fifteen million dollars (\$15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business's address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

Revenues or Sales Size Standards:

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District's SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District's Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed \$13,000,000.
Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

SBE Vendor Directory:

The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have **reciprocity** with any other certifying Agency/Entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District's

certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.

SBE Bid Preference:

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application. The Office of Diversity in Business Practices will review the certification database to ensure that all SBE's are certified at the time the bid is submitted.

Small Business Enterprise Participation:

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

SBE Bid Preference is not the same as Small Business Enterprise Participation.

If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: General Procurement

B2GNow Compliance Reporting System

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of

a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph O for additional details regarding subcontractors.

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#>.

R. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board 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 Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), and

approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No Purchase Order will be issued and work shall not commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier of these requirements.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY:

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. WAIVER OF SUBROGATION:

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or it's designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or it's designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

T. USE OF STUDENT INFORMATION

During the term of the contract if you will receive personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes you will need to complete the PBSD 2220 form and indicate under paragraph one (1) on the form what information you will be requesting.

If you will not be receiving any personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, please mark N/A on the Vendor or Partner section of the form and return with the proposal.

U. E-VERIFY

- A. Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation

- B. Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that Contractor must maintain a copy of such affidavit for the duration of the contract or solicitation.
- C. If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f) .
- D. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

V. REPRESENTATIONS AND WARRANTIES

- A. CONTRACTOR represents and warrants that any materials licensed hereunder do not contain any virus, worm, Trojan Horse, tracking software or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices.
- B. CONTRACTOR understands and agrees that the materials, including software, and curriculum delivered under this Contract must be compliant with criteria and standards in all applicable Florida Statutes and State Board of Education rules (SBER), including but not limited to: Florida Statutes Sections 1003.41, 1003.42, 1006.28, 1006.29, 1006.31, 1006.32, 1006.35, 1006.38, 1006.40. And SBER 6A-1.09401, 6A-1.09411, 6A.1.09412, 6A-1.094124, 6A-1.09414 and 6A-7.0710. CONTRACTOR hereby represents and warrants that the materials, including software, and curriculum delivered under this Contract will comply with criteria and standards in applicable Florida Statutes and SBER, as may be amended from time to time, during the performance of this Contract.
- C. CONTRACTOR represents and warrants that all instructional and supplemental materials provided under the Agreement will comply with applicable Florida statutes, State Board of Education rules and regulations and Florida Department of Education guidance including, but not limited to, the following standards:
 - 1. Free of pornography and material prohibited under s. 847.012, F.S. Merriam-Webster dictionary defines pornography as “the depiction of erotic behavior (as in pictures or writing) intended to cause sexual excitement.”
 - 2. Suited to student needs and their ability to comprehend the material presented.
 - 3. Appropriate for the grade level and age group for which the materials are used and made available.
 - 4. Aligns with state academic standards (for example Next Generation Sunshine State Standards as provided for in s. 1003.41 and include the instructional objectives contained within the curriculum frameworks for career and technical education and adult and adult general education adopted by rule of the State Board of Education under s. 1004.92.)
 - 5. Not contain any matter reflecting unfairly upon persons because of their race, color, creed, national origin, ancestry, sex, religion, disability, socioeconomic status or occupation.
 - 6. Accurately portray the ethnic, socioeconomic, cultural, religious, physical and racial diversity of our society.
 - 7. Not contradict the principles enumerated under s.1003.42(3) These six principles are set forth below:

(a) No person is inherently racist, sexist, or oppressive, whether consciously or unconsciously, solely by virtue of his or her race or sex.

(b) No race is inherently superior to another race.

(c) No person should be discriminated against or receive adverse treatment solely or partly on the basis of race, color, national origin, religion, disability, or sex.

(d) Meritocracy or traits such as a hard work ethic are not racist but fundamental to the right to pursue happiness and be rewarded for industry.

(e) A person, by virtue of his or her race or sex, does not bear responsibility for actions committed in the past by other members of the same race or sex.

(f) A person should not be instructed that he or she must feel guilt, anguish, or other forms of psychological distress for actions, in which he or she played no part, committed in the past by other members of the same race or sex.

W. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at debra.hammerschlag@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

X. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

Y. CHANGE ORDERS:

A Change Order is defined as any change in the scope of work, an adjustment in the contract sum and/or contract time. All written request with appropriate documentation for Change Orders which may be required after a contract or project has been awarded must be approved in accordance with this section and be appropriately documented by the Chief of Facilities, Manager IT Solutions, or their designee. CONTRACTOR agrees that it must receive a change to the Purchase Order before commencing said work or incurring any costs, charges or expenses related to the Change Order. CONTRACTOR understands that any work, costs, charges or expenses incurred before the Change Order has been approved will not be paid by the SCHOOL BOARD. **CONTRACTOR knowingly and expressly waives any claims for reimbursement against the SCHOOL BOARD any work, costs, charges or expenses incurred before a Change Order has been approved by the SCHOOL BOARD.**

Z. DISTRICT PURCHASING CARD:

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

AA. CONFLICT OF INTEREST:

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

BB. CODE OF ETHICS:

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

CC. ORGANIZATION PROFILE:

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

DD. COMPANY FINANCIALS:

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

EE. SITE INSPECTION(s):

When a potential project is defined, a quote request will be requested following the procedures listed below:

Projects with estimated cost:

\$5,000 or less: Facilities Management Coordinator (FMC)/Senior Projects Administrator (SPA)/Project Coordinator (PC) will send notice to a contractor from the awarded pool of contractors whose cost and schedule best meets the needs of the District. Contractor shall contact the FMC/SPA/PC within one working day to confirm their ability to quote the job and within three working days of request contractor shall provide the requester with an itemized quote for the repairs based on scope of work provided to the contractor or based on contractors visit to the site. Purchasing Agent will be copied on notification.

\$5,000 to \$10,000: FMC/SPA/PC will send notice to the pool of awarded contractors. Included in notice shall be:

Site location, address, and contact person

Scope of work

Plan drawings (if applicable)

Site inspection (if applicable)

If required, include date, time, mandatory or non-mandatory, meeting location

Question deadline

Quote due date (include quote sheet template)

Copy Purchasing Agent

\$10,000 and up: Purchasing Department will post a Request for Quote (RFQ) on Periscope S2G and include scope of work and any associated plans or prints. The RFQ will be open to only those vendors awarded on this contract.

Following the site inspection, quotations shall be submitted as directed and by the deadline specified. This quotation shall be based on the individual scope of work, bid special conditions, bid specifications and all applicable regulations and codes.

Price quotes must be itemized based on the prices submitted with this bid on the Bid Line Items. However, it is understood that each project may warrant an additional educational discount. Therefore, a contractor may always submit an itemized quote that is based on a lower price than those submitted in their bid documents.

FF. BALANCE OF LINE:

The "balance of line" shall include products and services that are not requested in this. Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendor as they occur. Refer to Additional Information Document.

GG. DELAYS AND EXTENSIONS OF TIME: If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time may be extended by mutual agreement between the contractor and the School District (Purchasing Department).

HH. AREA REPRESENTATIVE: Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

II. DISCONTINUED PRODUCTS: If, during the contract period, products are discontinued, the successful bidder of such items will send the School District Purchasing Department written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

JJ. QUANTITIES: Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the School District of Palm Beach County. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

KK. APPLICABLE PUBLICATIONS, CODES AND STANDARDS

The following publications, codes and standards of the current issue on date of Invitation to Bid shall be a part of these specifications. In the event of inconsistencies between these specifications and these publications and standards, the requirements of these specifications shall take precedence. In the event of a new release to any of the following is issued after award of the bid, they shall apply to new projects.

Applicable Manufacturer's Instructions and Standard Practices

UL Listed Underwriters Laboratories Listed
UL UL's LAN Cable Certification Program

Underwriters Laboratories
Corporate Communications Office
833 Pflingsten Road

Northbrook, IL 60062

EIA/TIA-568 Commercial Building Telecommunications Wiring Standard

EIA/TIA TSB-36 Technical Systems Bulletin Additional Cable Specifications for Unshielded Twisted Pair Cables

EIA/TIA-598 Color Coding of Fiber Optic Cables

EIA/TIA TSB-40 Technical Systems Bulletin Additional Transmission Specifications for Unshielded Twisted-Pair Connecting Hardware

EIA/TIA-4922AAAA Detail Specification for 62.5 um Core Diameter / 125 um Cladding Diameter Class Ias Multimode. Graded Index Optical Waveguide Fibers

Electronic Industries Association
Telecommunications Industry Association
2001 Pennsylvania Avenue, NW
Washington, DC 20006,

ANSI American National Standards Institute
1430 Broadway
New York, NY 10018

NFPA 262-1985 National Fire Prevention Association
470 Atlantic Avenue
Boston, MA 02210

REA-PE-90 REA Specification for Totally Filled Fiber optic Cable
United States Department of Agriculture
Rural Electrification Administration

NEC-99 National Electrical Code

DMS District Master Specifications 2013 or latest edition.

LL. WARRANTIES: Vendors shall provide the following on all projects:

System(s): A ten (10) year Manufacturer's warranty for pending structured cabling systems shall be provided for installations which cover applications assurance, cable, connecting hardware and the labor cost for the repair or replacement thereof.

Product(s): The manufacturer of passive telecommunications equipment used in a manner not associated with the Systems Warranty must have a minimum of five (5) year component warranty on all of its products. The Product Warranty covers the components against defects in material or workmanship under normal and proper use

MM. SUBMITTALS: Should vendor intend to use materials and/or equipment other than specified in the performance of this bid or subsequent quotes, it shall be the responsibility of all bidders to furnish along with their bid, catalog cuts, specification sheets, and any other technical data necessary to enable proper evaluation. Failure of the bidder to provide the foregoing information may be grounds for rejection of their bid.

NN. SALVAGE: The District shall maintain salvage rights to any items removed during any work performance under this contract. As part of the contact, District may require transportation of salvaged materials to a site to be determined during quoting process. It shall be the

contractor's responsibility for removal and transport and disposals at their expense if the School District chooses not to keep the materials.

OO. HOURLY RATE: The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable Federal or State laws.

PP. WORK DAY DEFINED: The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the bidder and will not be reimbursed by the District.

Regular Time: Monday through Friday 7:00AM to 5:00PM

Overtime: During other than regular working hours and Saturdays

Premium: Sundays and Holidays

QQ. DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER: The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported in writing (email, memo, inspection reports, etc) to the Bidder by the District's Contract Administrator or designee. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified; the District may, at its discretion, notify the Bidder, in writing, that the Bidder is contractually default and obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

RR. INSPECTIONS: The District will provide for inspections of the installation. The District's inspector will be provided by the Department of Facility Services Building Department as applicable and said inspector will also act as the District's representative.

Vendor shall not begin installation prior to receiving a purchase order and the notice to proceed.

Vendor shall contact applicable department to schedule rough-in inspections and prior to completion of work and establish a time for District's inspector/representative to make the final inspection. At time of final inspection, vendor or representative shall be present at work site. District's Inspector will ensure that all work by the vendor has been executed in accordance with specifications, drawings, and attachments which may be part of this invitation. Additionally, District's Inspector will ensure installation is in compliance with all applicable codes

SS. OVERVIEW OF SERVICES AND CONTRACTOR RESPONSIBILITIES: Contractor will furnish, at their expense, all labor, materials, tools, transportation, technical expertise, supervision, licensing, and permits, parts, and equipment necessary for purchase, consultation, troubleshooting, repair and/or installation to provide a premise cabling distribution system for analog and digital voice telephony, video and network data to operation workstations in compliance with local, state, and Department of Education's Chapter 6A-2, State Requirements for Educational Facilities (SREF)-1999, Florida Administrative Code (FAC). The purpose and intent of this invitation to bid is to furnish and install but not be limited to:

The installation of a fiber optic based premised wiring distribution system backbone network(s).

Development at selected locations of distribution cabinets, including equipment racks, patch panels, wire management panels and associated termination.

Routing of telecommunication wiring from distribution cabinets to work station outlets in offices, classrooms and ancillary spaces.

Testing, start-up and commissioning of the network.

The contractor may be required to photograph new installations and/or repairs made underground when a District Representative is unavailable. These images shall be forwarded to the Project Coordinator.

The contractor shall provide a construction work schedule for projects and submit it to the School District's designated contact person. The schedule shall include estimated commencement and completion dates.

The Contractor acknowledges that time is of the essence to complete the work as specified in each and every Estimate Request. The Contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

If the Contractor neglects, fails, or refuses to complete the work within the time specified in each and every Work Request and/or Estimate or as properly extended by the School District of Palm Beach County, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School District of Palm Beach County the sum of \$250.00 for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty but as liquidated damages for breach of Contract as set forth herein.

The District will provide for all modifications to building necessary for the installation of the Premises Distribution System (PDS). This shall include modification to accommodate equipment associated with the PDS, i.e., racks. It does not include specific alterations such as cutting, patching, etc, that may be necessary for the installation of raceway or cable, this shall be the responsibility of the vendor.

All electronic, rack-mounted equipment will be District furnished for installation by the vendor. This shall include hubs and concentrators. All hardware such as racks, cabinets, patch panels, patch cables, fiber jumpers, and wall-outlets shall be furnished and installed by the vendor in accordance with the drawings and specifications and as required for a complete, operational system.

The Contractor shall conform to all Federal, State, County, and SDPBC standards and regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the contract.

The Contractor shall leave work site in a neat and orderly fashion at the end of each work day. All rubbish, scrap, etc., shall be transported from the premises and shall NOT be deposited in School District dumpsters.

Contractor shall provide due care at all times while performing any task at any district controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

The Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them. All persons working on District property, whether part of contractor's staff or sub-contractor for the project, shall comply with the Jessica Lunsford Act.

The Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of Contractor's operations.

Contractor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while Contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school centers during pursuit of work specified herein.

Contractor or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus unless prior written exception has been obtained.

Contractor will remedy any and all damage to property by acts of omission, or vandalism which occur as a result of their work.

The Contractor shall not proceed with any project until a written purchase order has been received.

The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor as may be provided by the District before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

The Contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the District or of the contract or by test inspections or approvals required or performed by persons other than the Contractor.

The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed with a shirt identifying the company for whom they work) at all times, and their compliance with School Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.

Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The Contractor shall have a English-speaking, licensed supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the Contractor's behalf.

Schools have a book located in the main office identifying areas that contain asbestos. Should any contractor/employee in the performance of this contract encounter materials that they suspect are embedded with asbestos, they should:

1. Stop all work at the site and do not disturb the area of suspicion.
2. Call the appropriate trade supervisor and advise them of the discovery.

Leave the site until the materials can be analyzed.

TT. LIQUIDATED DAMAGES: Contractor's failure to complete the work within the time specified for the project may result in the collection of liquidated damages. Liquidated damages will not be assessed if the contractor obtains an extension of time from the District. Liquidated damages shall be assessed at the rate of \$250.00 per day for each calendar day that work remains uncompleted after time allotted.

UU. PERMITS: Vendor shall liaison with the assigned District Project Coordinator for permit application through the Facility Services Building Department for any and all permits in pursuit of performance of this bid. Vendor to ensure strict compliance with the State Uniform Building Code for Public Education Facilities Construction. All work will be accomplished in strict accordance with specifications set forth herein, and all applicable codes, ordinances and permits.

BID PREPARATION CHECKLIST:

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Area Representative	Paragraph HH
	Yes	Required Response Form	N/A
	Yes	Bid Line Items	Paragraph G
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	See General Conditions Paragraph 11
	Yes	Reference Document	Paragraph I
	Yes	Early Payment Terms	Paragraph W
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	See General Conditions Paragraph 20 & 49
	Yes	Organization Profile	Paragraph CC
	Yes	Company Financials	Paragraph DD
	Yes	Conflict of Interest/Non Conflict of Interest Statement *On vendors own business letterhead-No Form Provided*	Paragraph AA
	Yes	E-Verify Form	Paragraph U
	Yes	Complaint Notifications/ Bid General Conditions *On vendors own business letterhead-No Form Provided*	See General Conditions Paragraph 26
	Yes	Bidders' Certification for Byrd Anti-Lobbying Must be downloaded, signed, and uploaded with your bid response.	See General Conditions Paragraph 34
	Yes	Form 2220 Must be downloaded, signed, and uploaded with your bid response.	Paragraph T

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

GENERAL CONDITIONS FOR BIDS

The General Conditions for Bids, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches PeriscopeS2G on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
 - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
 - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if

so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

- C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

9. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
10. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by Fieldprint, Inc., at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.
11. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, the bidder certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.
12. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
13. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at BidSync.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

14. **GOVERNING LAW AND VENUE:** The Contract Documents shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, VENDOR AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF 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 ATTORNEYS' 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.
15. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
16. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
17. **TERMINATION:** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created to Section 215.473, Florida Statutes, or if the Vendor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
This Agreement may also be terminated for convenience by the School District of Palm Beach County, Florida
In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The School Board of Palm Beach County, Florida, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The School Board of Palm Beach County, Florida's right to terminate this agreement for convenience.
18. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

19. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

20. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

21. **PRODUCT RECALL:** In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the

affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

22. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
23. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
25. **ANTI-DISCRIMINATION:** The Bidder certifies that they are in compliance 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. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

26. **COMPLAINT NOTIFICATIONS:** As part of its bid, Bidder shall provide to the District a list of all instances within the past ten (10) years where a complaint was filed against Bidder in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Bidder discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability, in violation of applicable Federal and/or Florida law.

The Bidder must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Bidder; and (ii) the status of, and Bidder's response to, all pending complaints.

The School District will consider a Bidder's complaint history information in its review and determination of responsibility. The failure of a Bidder to comply with the requirements in this Section will result in Bidder being deemed non-responsive by the Director of Purchasing. If no complaints have been filed within 10 years, please so state on Company Letterhead and upload with your response as proof.

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
28. **INDEMNIFICATION AND HOLD HARMLESS:** Bidder shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
 - C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
 - D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.
- The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.
29. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.
- Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
30. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

31. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

32. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
33. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

34. **FEMA SPECIAL CONDITIONS:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this

Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

A. Contract Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

B. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.

2.1 - Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

C. Equal Employment Opportunity (if applicable)

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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. 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 CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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. 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 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 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. 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 CONTRACTOR. 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 CONTRACTOR as a result of such direction by the administering agency, 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.

D. Compliance with the Davis-Bacon Act (if applicable)

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. CONTRACTORS are 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.
3. Additionally, CONTRACTORS are required to pay wages not less than once a week.

E. Compliance with the Copeland "Anti-Kickback" Act (if applicable)

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractor s to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12

F. Compliance with the Contract Work Hours and Safety Standards Act (if applicable)

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 (40) 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 (b) (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 (b) (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 (b) (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* CONTRACTOR 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 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 (b)(2) of this section.
4. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (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.

G. Compliance with the Clean Air Act (if applicable)

1. 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. CONTRACTOR agrees to report each violation to SCHOOL BOARD and understands and agrees that SCHOOL BOARD 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. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Compliance with the Federal Water Pollution Control Act (if applicable)

1. 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. CONTRACTOR agrees to report each violation and understands and agrees that CONTRACTOR 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. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Suspension and Debarment (if applicable)

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, CONTRACTOR is required to verify that none of 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. 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 is a material representation of fact relied upon by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA. If it is later determined that 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 SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, 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.

J. Recovered Materials (if applicable)

In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. at a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Definitions As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

Prohibitions Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

Exceptions This clause does not prohibit contractors from providing:

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and are not used as critical technology of any system.

- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting requirements. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information established in this section to the recipient or subrecipient, unless elsewhere in the contract documents established procedures for reporting the information.

CONTRACTOR shall report the following information pursuant to preceding paragraph above of this section:

- i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within ten (10) business days of submitting the information preceding paragraph above of this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts.
- iii. CONTRACTOR shall insert the substance of this Section, including this paragraph, in all subcontracts and other contractual instruments.

L. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, CONTRACTOR 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. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean 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.”

M. Access to Records (if applicable)

- 1. CONTRACTOR agrees to provide THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. 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. CONTRACTOR agrees to provide the FEMA 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 SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

N. DHS Seal, Logo & Flags

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

O. Compliance with FEMA Policies, Procedures and Directives (if applicable)

CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. 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.

Q. Compliance with the False Claims Act (31 U.S.C. §§ 3729-3733)

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract

R. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (if applicable)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. 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.

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All

containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

40. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
50. **INTERPRETATIONS:** Neither PeriscopeS2G nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional

information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

INVITATION TO BID NO.: 24C-31V – TERM CONTRACT FOR CABLE CONTRACTOR SERVICES

DATE: March 21, 2024
DATE SOLICITED: February 20, 2024
PRESENTED TO BOARD: May 8, 2024

DATE OPENED: March 14, 2024
DATE POSTED: March 21, 2024

CONTRACT PERIOD: June 20, 2024 through June 19, 2027
DEPARTMENT: 9049 FUND: Various FUNCTION: 7410 ACCOUNT: Various
FUNDING SOURCE: Capital Projects Fund
REQUESTING DEPARTMENT: IT Infrastructure & Security/Network Services

FINANCIAL IMPACT

The annual financial impact to the District budget is not to exceed \$4,000,000. The source of funds is the Capital Projects budget.

Items to be purchased include cabling contractor services.

AWARD RECOMMENDATION / TABULATION

<u>Vendor</u>	<u>SBE Certified</u>
(Communications by Johnson)	(1)
<u>Diversified Electrical Systems, LLC</u>	<u>2</u>
(Francis Uriel Electrical Inc.)	(1)
<u>High End Audio Visual, Inc.</u>	<u>1</u>
<u>Intranet Communications Group, Inc.</u>	<u>1</u>
<u>iPhone and iPad Warehouse</u>	<u>1</u>
<u>Jade Communications, Inc.</u>	<u>2</u>
<u>Premises Cabling Systems, Inc</u>	<u>1</u>
<u>Signal Communications, LLC</u>	<u>2</u>
(TSACACH LLC dba Tech Friendly)	(1)
<u>Unitec Inc.</u>	<u>2</u>
<u>Universal Cabling Systems, Inc.</u>	<u>1</u>

LEGEND:

_____ = Award

() = Reject

SBE CERTIFIED - (1-Vendor SBE Certified, 2-Vendor Not SBE Certified,
3- Awarded Vendor Using SBE Subcontractor)

EXCEPTIONS:

Communications by Johnson has been rejected for not providing all documentation as required per Paragraphs D, J, P, T, AA, CC, DD of the Special Conditions and Paragraphs 26 and 34 of the General Conditions.

Francis Uriel Electrical Inc. has been rejected for not providing all documentation as required per Paragraphs G, J, T, AA, CC, DD, of the Special Conditions and Paragraphs 26 and 34 of the General Conditions.

TSACACH LLC dba Tech Friendly has been rejected for not provided all documentation as required per Paragraphs I and J of the Special Conditions.

RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

SUMMARY OF AWARDS

<u>Vendor</u>	<u>Technician Regular Time</u>	<u>Technician Overtime</u>	<u>Technician Premium Time</u>	<u>Assistant/Helper Regular Rate</u>	<u>Assistant/Helper Overtime Rate</u>	<u>Assistant/Helper Premium Labor Rate</u>	<u>Materials/Sub- Contracted Services - Cost Plus Percentage</u>
Diversified Electrical Systems LLC	\$70.00	\$105.00	\$140.00	\$65.00	\$97.50	\$130.00	10%
High End Audio Visual Inc.	\$65.00	\$97.50	\$97.50	\$55.00	\$82.50	\$82.50	10%
Intranet Communications Group Inc.	\$63.00	\$75.00	\$75.00	\$59.00	\$69.00	\$59.00	10%
iPhone and iPad Warehouse	\$65.00	\$75.00	\$70.00	\$65.00	\$70.00	\$68.00	10%
Jade Communications Inc.	\$87.00	\$130.00	\$130.00	\$74.00	\$110.00	\$110.00	10%
Premises Cabling Systems Inc	\$55.00	\$82.50	\$110.00	\$45.00	\$67.50	\$90.00	10%
Signal Communications LLC	\$58.00	\$89.00	\$119.00	\$53.00	\$80.00	\$107.00	10%
Unitec Inc.	\$55.00	\$75.00	\$90.00	\$30.00	\$40.00	\$50.00	7%
Universal Cabling Systems Inc.	\$78.00	\$117.00	\$117.00	\$72.46	\$108.69	\$108.69	10%

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

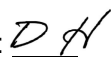
If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

DG:  DG

GM:  GM

DHA: 

Signature: 

Email: debra.hammerschlag@palmbeachschools.org

Signature:  Genell Mcmann
Genell Mcmann (Mar 21, 2024 08:59 EDT)

Email: Genell.mcmann@palmbeachschools.org

Signature:  Darci Garbacz
Darci Garbacz (Mar 21, 2024 09:39 EDT)

Email: darci.garbacz@palmbeachschools.org



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org

DARCI GARBACZ
DIRECTOR

HEATHER FREDERICK, CPA
CHIEF FINANCIAL OFFICER

May 10, 2024

Universal Cabling Systems, Inc.
914 Fern Street
West Palm Beach, FL 33401

Attn: Sue Dubeau
Email: sue@ucscable.com

Subject: Letter of Agreement
Solicitation Number: 24C-31V
Title: Term Contract for Cable Contractor Services
Contract Term: June 20, 2024 through June 19, 2027

Dear Ms. Dubeau:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish services. This acceptance is subject to compliance with solicitation specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, within five (5) business days of this notification.

The insurance requirements for this Bid is as follows:

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY:

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an “Any Auto” form policy or a form policy that includes “Scheduled Autos, Hired Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. WAIVER OF SUBROGATION:

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder’s insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder’s operations for any school or ancillary owned by the School Board of Palm Beach County.

5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board’s records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or it’s designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or it’s designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

PURCHASING DEPARTMENT
3300 FOREST HILL BOULEVARD, SUITE A-323
WEST PALM BEACH, FL 33406

Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No Purchase Order will be issued and work shall not commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier of these requirements.

During the term of this Contract, if you are approved by the District to use a subcontractor, **the subcontractor shall not begin work on District property until the insurance requirements listed above have been provided by the subcontractor to insurancecertificate@palmbeachschools.org.** The subcontractor's insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED and it must reference the above Bid Number and the company name they are subcontracting to in the description box of the Certificate of Insurance.

Shipment or services without proper authorization may result in nonpayment. If you have not previously completed Vendor Record & W9 forms please do so and return along with your Certificate of Insurance.

If you have any questions, please do not hesitate to call my office at **561-434-8229**. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz

Darci Garbacz (May 10, 2024 10:34 EDT)

Darci Garbacz, C.P.M., Director
Purchasing Department

BACKGROUND/FINGERPRINTING INSTRUCTIONS

Vendors, Contractors and Consultants will be required to have all contracted workers schedule a fingerprinting appointment before any work commences on school/department sites. Individuals who do not show up for their scheduled appointment time will be charged a Rescheduling Fee of \$12.00 by Fieldprint Inc.

Vendors, Contractors and Consultants will schedule their fingerprinting appointment by following these instructions:

1. Visit www.fieldprintflorida.com
2. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
3. **Enter the Fieldprint code given to you by department or school(s) that you will be working/providing services with. Failure to use the code provided will result in your background not being received and your fee being lost.**
4. If you do not have a point of contact at a dept/school, complete this form: <http://l.sdpbc.net/i89dd> A team member from Human Resources will contact you.
5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of their choosing.
6. At the end of the process, Vendors, Contractors and Consultants should print and take the Confirmation Page with them to their fingerprint appointment, along with two forms of identification.
7. Any questions or problems may be directed to the Fieldprint Customer Service Team at 877-614-4364 or customerservice@fieldprint.com.

If you already have a blue state of Florida vendor badge? Save time and money by contacting HR at (561) 434-8821 or Fingerprinting@palmbeachschools.org.

If a Vendor, Contractor or Consultant would like to set up an account with Fieldprint Inc. so they can pay for the fingerprint fee on the behalf of their employees, please contact Customer Service at 877-614-4364 or customerservice@fieldprint.com.

The Vendor, Contractor or Consultant will have to complete a standard agreement and an account set up form. Upon the completion and submission of the forms, Fieldprint will set up the vendor's fingerprint account.

Fingerprinting costs are per individual and is the responsibility of the individual scheduling the appointment and payable online when the appointment is scheduled. The badge pickup will be available during the hours of 7:30 a.m. - 4:30 p.m., Monday through Friday, except on designated School District holidays.

Badge pick up location:
The Fulton Holland Educational Services Center
School Police Department
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

Universal Cabling Systems, Inc.

Communication is the *LINE* to Success

Voice / Data / Fiber Optic

914 Fern Street
West Palm Beach,
FL 33401

Phone (561) 659-6224
Fax (561) 659-6308
Email: info@ucscable.com

Proposal

Customer Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Date	Proposal #
3/28/2025	R9028-RVSD

Project	Estimator		
	RV		
Description	Qty	Cost	Total
Attention: Anthony Parsells Ref: Village of Palm Springs - Police Building Expansion - REVISION #2 Universal Cabling Systems, Inc. will provide labor and materials for the following structured cabling scope of work: CAT6A DATA / VOICE CABLING: 1. Supply and installation of CAT6A blue plenum cables for data locations marked on Prints T-101 / T-102 dated 6/14/24, including CAT6A jacks, 1-port / 3-port / 4-port faceplates, 48-port CAT6A patch panels, J-hook pathway when needed. NOTE: All conduit, back boxes, stub-ups by others. CAT6A CAMERA CABLING: 2. Supply and installation of CAT6A plenum cable for camera locations marked on Prints T-101 / T-102 dated 6/14/24, including CAT6A jacks, 1-port surface mount boxes, and J-hook pathway when needed. NOTE: Cameras will be supplied and installed by others. NOTE: All camera programming and equipment by others. CAT6A WIFI CABLING:			
This Proposal is valid for (30) days from this date: 3/28/2025 All drawings, specifications and related documents are the copyright property of the Contractor and must be returned upon request. Reproduction of drawings, specifications, and related documents in part or whole is forbidden without the Contractor's written permission.	Total		

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Fax (561) 659-6308
Email: info@ucscable.com

Proposal

Customer Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Date	Proposal #
3/28/2025	R9028-RVSD

Project	Estimator		
	RV		
Description	Qty	Cost	Total
3. Supply and installation of CAT6A plenum cables for WIFI locations marked on Prints T-101 / T-102 dated 6/14/24, including CAT6A jacks, 2-port surface mount boxes, 24-port CAT6A patch panels, J-hook pathway when needed. NOTE: WIFI units to be supplied and installed by others. BACKBONE FIBER CABLING: 4. Supply and installation of (1) 24-strand MM OM4 fiber optic cable from Data Room 1-113 to 2nd Floor IT Room 2-206, including LC MM fiber connectors, 12-port fiber optic adapter modules, fiber optic patch panel, and J-hook pathway when needed. NOTE: Conduit between IT Rooms by others. 5. Supply and installation of (1) 24-strand MM OM4 fiber optic cable from Data Room 1-113 to Telecom Room 1-147, including LC MM fiber connectors, 12-port fiber optic adapter modules, fiber optic patch panel, and J-hook pathway when needed. NOTE: Conduit between IT Rooms by others. IT ROOM BUILD-OUT:			
This Proposal is valid for (30) days from this date: 3/28/2025 All drawings, specifications and related documents are the copyright property of the Contractor and must be returned upon request. Reproduction of drawings, specifications, and related documents in part or whole is forbidden without the Contractor's written permission.		Total	

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914 Fern Street
West Palm Beach,
FL 33401

Phone (561) 659-6224
Fax (561) 659-6308
Email: info@ucscable.com

Proposal

Customer Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Date	Proposal #
3/28/2025	R9028-RVSD

Project	Estimator		
	RV		
Description	Qty	Cost	Total
6. Supply and installation of (2) 2-post racks for Data Room 1-113, including isolation pads, 12" / 18" ladder tray, grounding, 2U horizontal wire managements, 6" double sided vertical wire management, and radius drop down waterfalls. NOTE: Plywood backboard supplied and installed by others. NOTE: All UPS's, PDU to be supplied and installed by others. NOTE: Main ground bus bar by Electrical Contractor. NOTE: Hilti speed sleeves into IT Rooms by others.			
7. Supply and installation of (1) 2-post rack for IT Room 2-206, including isolation pad, 12" / 18" ladder tray, grounding, 2U horizontal wire managements, 6" double sided vertical wire management, and radius drop down waterfalls. NOTE: Plywood backboard supplied and installed by others. NOTE: All UPS's, PDU to be supplied and installed by others. NOTE: Main ground bus bar by Electrical Contractor. NOTE: Hilti speed sleeves into IT Rooms by others.			
All testing and labeling will be performed by UCS, along with a 1 year warranty on work performed, and as-built drawings.			
Total	1	222,261.00	222,261.00

This Proposal is valid for (30) days from this date: 3/28/2025
All drawings, specifications and related documents are the copyright property of the Contractor and must be returned upon request. Reproduction of drawings, specifications, and related documents in part or whole is forbidden without the Contractor's written permission.

Total

Universal Cabling Systems, Inc.

Communication is the *LINE* to Success

Voice / Data / Fiber Optic

914 Fern Street
West Palm Beach,
FL 33401

Phone (561) 659-6224
Fax (561) 659-6308
Email: info@ucscable.com

Proposal

Customer Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

Date	Proposal #
3/28/2025	R9028-RVSD

Project		Estimator		
		RV		
Description	Qty	Cost	Total	
Breakdown per PBCSD Contract #24C-31V: Labor: \$78.00 x 1,125.50/hrs = \$87,789.00 Material: \$122,247.28 + 10% = \$134,472.00 LIST OF ASSUMPTIONS: 1. Proposal based off of prints dated 6/14/24. 2. Demo of existing cabling is not included in this Proposal. 3. Cable tray in hallways by others. 4. Patch cables by Owner. 5. All work to be performed during normal business hours. 6. All network switches and equipment provided and installed by others. 7. All UPS and PDU's will be provided and installed by others. 8. Any delay in the project due to other trades can result in additional fees. 9. All terminations to be performed by Universal Cabling Systems, Inc. shall meet the standards of ANSI/TIA/EIA-568-B. 10. All terminations will be made by a BICSI Certified Installer. 11. Permit price is not included . 12. 25-year Superior Essex/Ortronics Warranty included.				
This Proposal is valid for (30) days from this date: 3/28/2025 All drawings, specifications and related documents are the copyright property of the Contractor and must be returned upon request. Reproduction of drawings, specifications, and related documents in part or whole is forbidden without the Contractor's written permission.		Total \$222,261.00		



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #6: Approve Right-of-Way Deed - Coconut Road - 3798 Coconut Road

SUMMARY: In 2006, 2011, and 2012, Palm Beach County transferred portions of Coconut Road to the Village through annexations (Resolution No. 2012-55). The balance of the road, from Canal 11 Road south to 540' north of 2nd Avenue North, is a public access easement (not a platted right-of-way) granted by all abutting property owners and was not formally maintained by the County.

Note: The Village installed utility lines in 2011 and resurfaced the roadway.

To maintain a safe roadway for property owners and residents within the area, Village staff has received a proposed right-of-way deed that would accept property within the public access easement including a 35' cross-section containing the existing pavement for vehicular travel and would provide for the future development of a drainage swale and sidewalk improvements. During the redevelopment or significant improvement of adjacent property, the Village will request a right-of-way dedication from adjoining owners.

Currently, the Village has received two (2) right-of-way deeds to be considered by the Village Council.

Right-of-way deeds were prepared by the Village Attorney and reviewed by the Planning, Zoning, & Building Director. A sealed sketch and legal description were reviewed by the Village Surveyor and attached to the executed deed.

Note: Village Council approval is required for this deed to be accepted.

Following approval by the Village Council, the proposed deed will be filed with the Palm Beach County Clerk of Courts.

FISCAL IMPACT:

The proposed right-of-way deed does not have a direct fiscal impact to the village.

ATTACHMENTS:

1. Proposed Resolution No. 2025-26 - Right-of-Way Deed 3798 Coconut Rd
2. Signed Right-Of-Way Dedication Document
3. Exhibit "A" Sketch & Legal Description 3798 Coconut Road
4. Proposed Site Plan

RESOLUTION NO. 2025-26

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO TRANSFER ABUTTING PROPERTY MAINTAINED BY THE COUNTY FOR THE PROPERTY AT 3798 COCONUT ROAD; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2006, 2011, and 2012, Palm Beach County transferred portions of Coconut Road to the Village through annexations (Resolution No. 2012-55). The balance of the road, from Canal 11 Road south to 540' north of 2nd Avenue North, is a public access easement (not a platted right-of-way) granted by all abutting property owners and was not formally maintained by the County; and

WHEREAS, the subject right-of-way and easements are generally located west of 3798 Coconut Road and are legally described and attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, the Subject Right-Of-Way and easements are within the corporate limits of the Village, and is under the control and jurisdiction of the Village; and

WHEREAS, the Village Council has considered whether the Application meets the Village's regulations of public rights-of-way and easements; and

WHEREAS, the Village Council has determined that the Subject Right-Of-Way and easements are no longer necessary or needed by the public; and

WHEREAS, the Village Council deems it in the best interest of the public to transfer the Subject Right-Of-Way and easement, as herein described upon the conditions herein provided.

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

Section 1. The Whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Village Council.

Section 2. The Village Council hereby approves the transfer of the Subject Right-Of-Way and easements as legally described on Exhibit "A" which is attached hereto, and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Upon its complete execution by the parties, the Village Clerk shall record a certified copy of this Resolution with the Clerk of the Circuit Court.

Section 5. This Resolution shall take effect immediately upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this 10th day of April, 2025.

VILLAGE OF PALM SPRINGS
BY: _____
BEV SMITH, MAYOR

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY
BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

Prepared by and return to:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

RIGHT-OF-WAY DEED

THIS INDENTURE made this _____ day of _____, 20__, between JC22 Investment LLC with a mailing address of 3797 S Military Trail, Lake Worth, FL 33463 as party of the first part and the **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation with a mailing address of 226 Cypress Lane, Palm Springs, Florida 33461-1699, as party of the second part.

W I T N E S S E T H:

That said party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See Exhibit "A" attached hereto.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, a right-of-way and easement in and to said lands for public highway, street, sidewalk and public utility purposes; and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned, the title to same shall thereupon revert to and revest in the party of the first part or assigns.

That this right-of-way shall be subject only to those easements, restrictions, and reservations of record. The party of the first part agrees to provide for the release of any and all mortgages or liens encumbering this right-of-way. The party of the first part also agrees to erect no building or effect any other kind of construction or improvements upon the above-described property.

Party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described right-of-way and that the same

is unencumbered. Where the context of this Right-of-Way Deed allows or permits, the same shall include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity to the only proper use, benefit, and behalf of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set their hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Angie Pardo
[Signature]
(Name printed or typed)

Erica Hansen
[Signature]
(Name printed or typed)

PARTY OF THE FIRST PART

By: Caled Hamed (JC22 Investment President)

By: _____

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by Caled Hamed (JC22 Investment President) who is personally known to me or has produced _____ as identification.



SANDRA CARDENAS
Commission # HH 384146
Expires June 8, 2027

[Signature]
Signature of Notary Public
State of Florida

EXHIBIT “A” TO ROW DEED

EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 1 OF 2

DESCRIPTION :

A DEDICATION OF ADDITIONAL RIGHT-OF-WAY BEING THE WEST 20 FEET OF THE FOLLOWING PARCEL OF LAND;
A PORTION OF LAKEWOOD GARDENS, PLAT NO. 1, PLAT BOOK 18, PAGE 38, PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA. MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT A POINT TWO HUNDRED SIXTY-ONE AND FIVE TENTHS FEET (261.5') SOUTH OF THE NORTHEAST CORNER OF
TRACT THIRTEEN (13), BLOCK 2, AS MEASURED ALONG THE EAST LINE OF SAID TRACT 13, THENCE WESTERLY A DISTANCE OF
ONE HUNDRED SIXTY FIVE FEET (165.0') TO THE INTERSECTION OF THE PUBLIC R/W, THENCE SOUTHERLY A DISTANCE OF
SIXTY FEET (60') ALONG LINE OF PUBLIC R/W THENCE EASTERLY A DISTANCE OF ONE HUNDRED SIXTY FIVE FEET (165.0') TO
THE INTERSECTION OF THE EAST LINE OF TRACT THIRTEEN, THENCE NORTHERLY ALONG EAST LINE OF TRACT THIRTEEN, A
DISTANCE OF SIXTY FEET (60.0') TO THE POINT OF BEGINNING.
CONTAINING 1,200.0 SQUARE FEET±.

SURVEYORS' NOTES:

1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH
IN RULE 5J-17.050-.052, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.
2. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT
THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR AND
MAPPER NAMED HEREON.
4. THIS SKETCH AND LEGAL IS BASED ON A SURVEY PREPARED
BY THIS OFFICE.
5. BASIS OF BEARINGS IS THE EAST LINE OF TRACT 13 OF BLOCK 2 AS SHOWN ON THIS PLAT



**PRINCIPAL
MERIDIAN
SURVEYING INC.**

4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
PHONE 833.478.7764 / FAX 561.478.1094
WWW.PMSURVEYING.NET
JOB#S23-0180



**Doug
Walker**

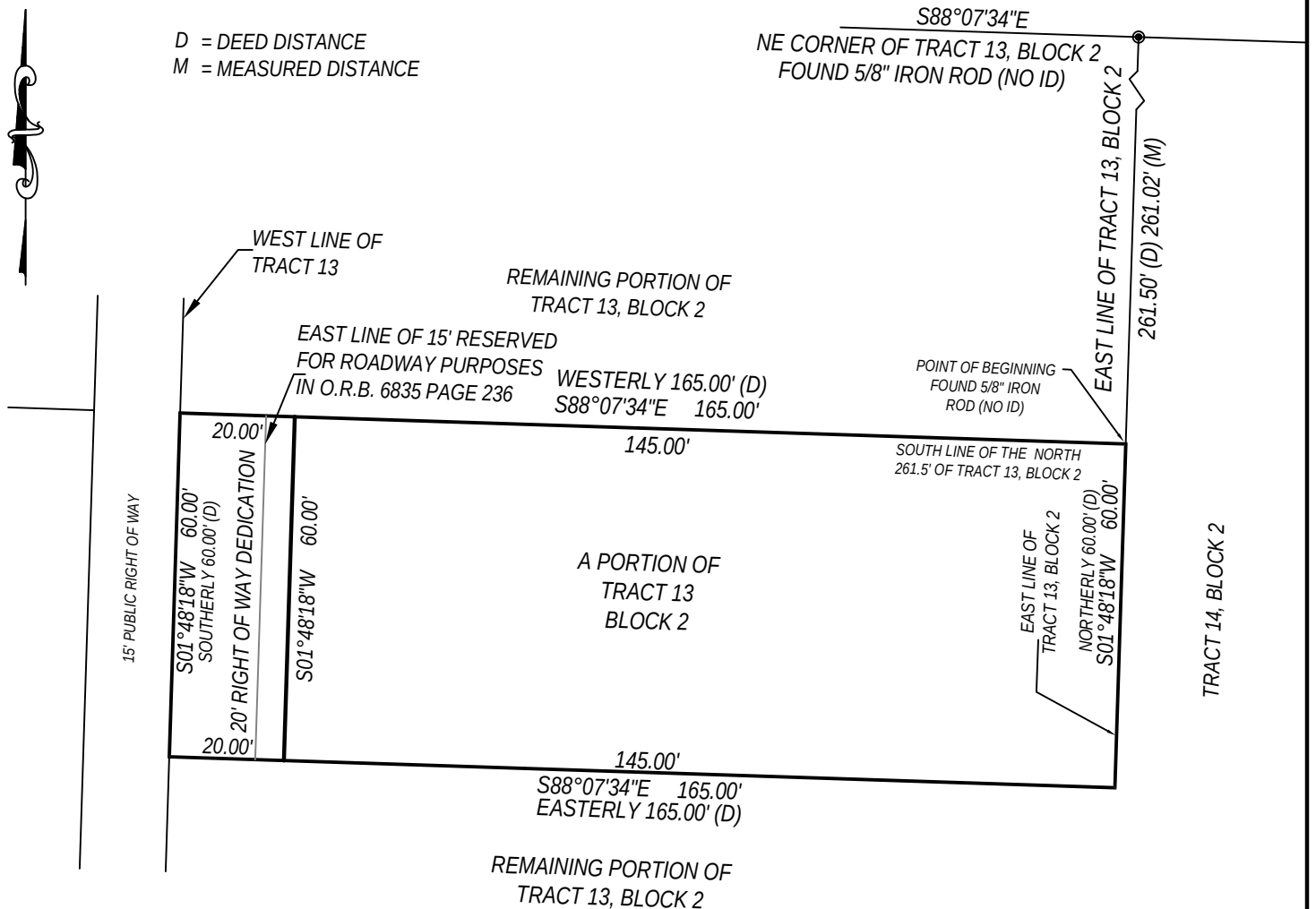
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Doug Walker
DN: c=US,
o=Unaffiliated,
dnQualifier=A01410C00
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3EA, cn=Doug Walker
Date: 2025.02.14
15:59:03 -06'00'

DATE: 02-14-25

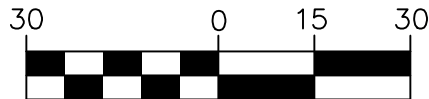
EXHIBIT "A"
LEGAL DESCRIPTION AND SKETCH
THIS IS NOT A SURVEY

PAGE 2 OF 2

D = DEED DISTANCE
M = MEASURED DISTANCE



GRAPHIC SCALE



1 INCH = 30 FT.

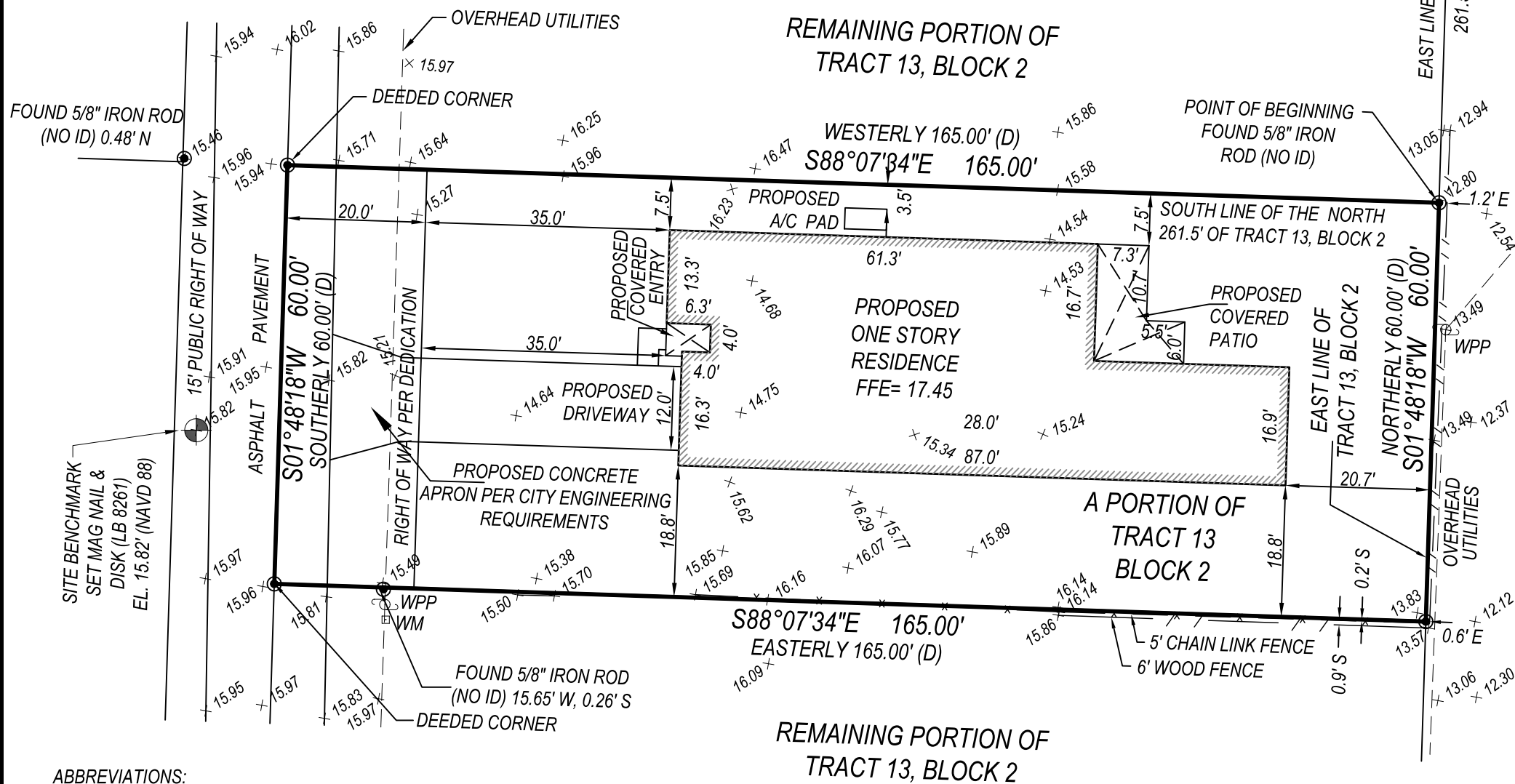
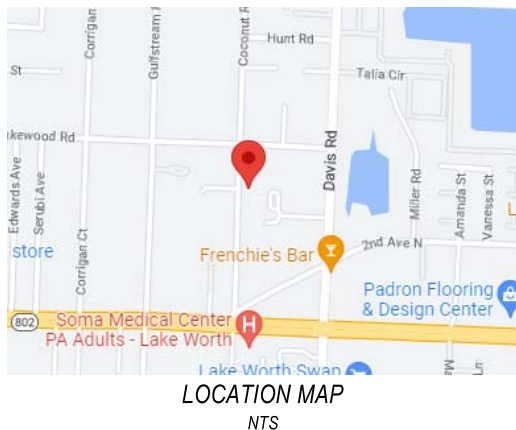


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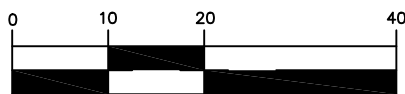


DATE: 02-14-25



ABBREVIATIONS:
WPP = WOOD POWER POLE
WM = WATER METER
(D) = DEED
(M) = MEASURED
EL. = ELEVATION
x 10.00' = EXISTING SPOT ELEVATION
NAVD = NORTH AMERICAN VERTICAL DATUM

GRAPHIC SCALE



1 inch = 20 ft.

PROPERTY ADDRESS:
3798 COCONUT ROAD
PALM SPRINGS, FL 33461

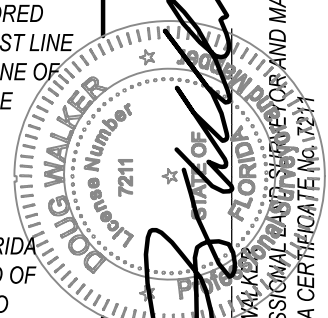
FLOOD ZONE: "X"
Panel No: 12099C 0776F
Date: OCTOBER 5, 2017

CERTIFIED TO:
1. JC 22 INVESTMENTS LLC

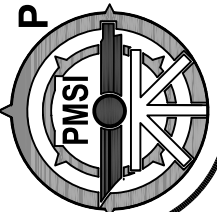
Doug Walker
Digitally signed by Doug Walker
Date: 2024.07.08 16:54:05 -04'00'

LEGAL DESCRIPTION:
RECORDED IN PALM BEACH COUNTY RECORDS AS BEING IN LAKEWOOD GARDENS, PLAT NO. 1, PLAT BOOK 18, PAGE 38. MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT TWO HUNDRED SIXTY-ONE AND FIVE TENTHS FEET (261.5') SOUTH OF THE NORTHEAST CORNER OF TRACT THIRTEEN (13), BLOCK 2, THENCE WESTERLY A DISTANCE OF ONE HUNDRED SIXTY FIVE FEET (165.0') TO THE INTERSECTION OF THE PUBLIC R/W, THENCE SOUTHERLY A DISTANCE OF SIXTY FEET (60') ALONG LINE OF PUBLIC R/W THENCE EASTERLY A DISTANCE OF ONE HUNDRED SIXTY FIVE FEET (165.0') TO THE INTERSECTION OF THE EAST LINE OF TRACT THIRTEEN, THENCE NORTHERLY ALONG EAST LINE OF TRACT THIRTEEN, A DISTANCE OF SIXTY FEET (60.0') TO THE POINT OF BEGINNING

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.



PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764



SIGNED: DOUG WALKER
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7211

CPMMENTS: 23-0180
SITE PLAN: JH
BOUNDARY: CD
PURPOSE: DPK
JOB#

07-02-24
08-08-23
03-09-23
DATE

MS
FIELD
DRAFT



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Administration

ITEM #7: Work Authorization No. HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project - Task Order No. 305 (FY24 Budget funded - CRA / ARPA Funded) - Holtz Consulting Engineers

SUMMARY: The Palm Springs Community Redevelopment Agency (CRA) staff is requesting approval of Work Authorization Amendment HE-CRA2.1 with Holtz Consulting Engineers (Holtz) for added professional engineering services requested by Palm Beach County related to the final design and construction oversight of the Congress Avenue Sanitary Sewer project (Task Order #305).

This amendment to the work authorization includes:

- \$1,900 for preparation of a sketch & legal description for the proposed master lift station easement at 1212 S. Congress Avenue;
- \$3,910 for a revised design of the aerial crossings over the LWDD canals to accommodate a future water main; and
- \$47,520 to increase the onsite Construction Manager time from 12 hours/week to 20 hours/week.

The Village Council is requested to approve Work Authorization Amendment HE-CRA2.1 (Task Order No. 305) to support all required professional engineering services and related tasks to the final design and construction of the sanitary sewer project, for a total of \$473,600, an increase of \$53,330 over the next 14 months.

A review of the 90% construction plans was conducted on March 4, 2025. Permit applications have been submitted to Lake Worth Drainage District, Palm Beach County Land Development Department, Florida Department of Transportation, and Palm Beach County Health Department.

Note: The proposed project is a partnership with Palm Beach County to facilitate redevelopment in the Congress Avenue District of the CRA. The lack of sanitary sewer was outlined in the Finding of Necessity Report for the CRA as one of the factors contributing to blight in the area, and limiting redevelopment potential. The CRA Community Redevelopment Plan identifies the sanitary sewer project as a priority for the corridor.

Note: The Village/CRA will utilize County contractor, Johnson-Davis, who is familiar with PBCWUD construction standards via piggyback agreement - this is anticipated to be brought to the May meeting.

The proposed Work Authorization Amendment HE-CRA2.1 was prepared by Holtz Consulting

Engineers and reviewed by the Assistant Village Manager, Project Manager, and the Palm Beach County Water Utility Department Director.

FISCAL IMPACT:

The Village/CRA has committed \$1.5 million for its portion of the project costs for Phase 1, utilizing the general fund balance after the allocation of ARPA funds to other general services. 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 agreement.

ATTACHMENTS:

1. Proposed Work Authorization Amendment HE-CRA2.1 - Congress Avenue Sanitary Sewer Force Main
2. Executed Work Authorization HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project
3. Executed Professional Consulting Services Agreement - Holtz Consulting



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 3/11/2025

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. HE-U15.1 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 305 G/L CODE: 15552-53400

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: _____

PROJECT TITLE: Congress Ave Force Main Project

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs (“VILLAGE”), and HOLTZ CONSULTING ENGINEERS, INC (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project will include engineering services for the design, permitting, surveying, bidding, and engineering construction services required to construct approximately 5,600 linear feet of 4” force main along the east side of S Congress Ave., from Forest Hill Blvd. to north of Summit Blvd.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – SUBSURFACE UTILITY LOCATING

Subtask 1.1 Sunshine One Call and Underground Utility Locates

Under this task, the CONSULTANT shall call in a Sunshine One Call Design Ticket and contact utility companies listed on the design ticket that may have underground or aboveground service lines, utilities, easements, or structures within or adjacent to the project limits. CONSULTANT will request location, alignment, size, diameter, material, and depth of cover of existing facilities in order to avoid conflicts with proposed improvements. If record drawings are not available, CONSULTANT will request that the utility mark and provide the best available information on a plan view sheet. CONSULTANT shall provide subsurface utility locating services, provided by Underdog Utility Detection LLC, for key existing buried utilities within rights-of-way along Congress Ave utilizing ground penetrating radar (GPR) to obtain approximate location for the existing buried utilities to identify potential design conflicts and aid in the protection of these existing facilities during construction. These underground utility markings will be captured by the surveyor under Task 2 and

depicted on the survey and design drawings.

Subtask 1.2 Soft and Hard Digs

CONSULTANT will provide services to conduct excavations for five (5) soft and fifteen (15) hard digs, provided by Underdog Utility Detection LLC, to obtain depth, diameter, and material of existing utilities along the proposed pipeline route, to confirm the location of the force main connection points and identify and locate other potential utility conflicts.

TASK 2 – SURVEYING SERVICES

Under this task, CONSULTANT shall obtain a topographic survey, provided by Dennis J. Leavy & Associates, Inc., of the proposed force main route (approximately 5,600 linear feet) along Congress Ave, depicting the horizontal location and vertical location of facilities and surface features. The limits of the survey will be from the centerline of Congress Ave. heading east extending 15 feet outside of the east right-of-way of Congress Ave, from the north side of the intersection of Forest Hill Blvd., heading north to the south side of the LWDD L-5 canal. The following will also be included as part of the survey efforts for this project:

- Obtain horizontal and vertical control for this project utilizing Florida State Plane 83/90 adjustment for Horizontal Datum and North American Vertical Datum of 1988 (NAVD 88) for vertical control.
- Location of visible fixed improvements within the proposed force main route, depicting the horizontal location and vertical location of facilities such as structures, vaults, piping, control panels, fences, power poles, buildings, etc. Elevations shall be obtained at 100-foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.
- Location of above ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers. Including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
- Provide and reference site benchmarks. Elevations to be referenced to an existing established Village or County Benchmark.
- Locate utilities marked in the field with paint or flags and incorporate them into the survey file.
- No Title Search is anticipated to be needed and is therefore not included herein.
- Canal cross-sections are to be provided for each canal within the project area. A minimum of two (2) canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label, and dimension at least: channel bottom width and elevation, location and elevation of each top-of-slope and each top-of-bank, existing canal right-of-way lines, existing land lines, property lines of subject parcel, all easements within the limits of the canal cross-section, and existing ground elevations to a point 25 feet outside of the existing canal right-of-way lines on each side of the canal, including all relevant features.

- **Dennis J Leavy and Associates, Inc. will prepare the sketch and legal description for the 20' x 25' proposed utility easement north of property 1212 S Congress Ave and on the south side of the PBC owned drainage ditch south of Oak Dr.**

TASK 3 – GEOTECHNICAL INVESTIGATION

Under this task, CONSULTANT shall perform subsurface explorations and geotechnical studies, performed by Tierra South Florida, Inc., to obtain subsurface soil information necessary for the proper design of the force main and for potential bidders' use in determining installation methods. The work includes four (4) Standard Penetration Tests (SPT) to a depth of 50 feet in the vicinity of the proposed force main route and canal crossings. Two (2) SPTs will be performed at the location of the aerial crossing of the L-6 canal (one on each side), and two (2) SPTs will be performed at the location of the HDD of Summit Blvd. (one on each side). Two (2) SPTs previously performed in 2016 by Tierra South Florida, Inc. at the location of the aerial crossing of the L-7 canal (one on each side) will be reused for the aerial crossing design. The borings will be performed in general accordance with procedures recommended in the American Society for Testing and Materials (ASTM) D-1586, using a truck-mounted drilling rig. A geotechnical report with a site plan showing the locations of the borings, logs of the exploratory borings, results from SPT samples, identification of organics, and anticipated groundwater levels will be made available to potential bidders for informational purposes only.

TASK 4 – ENGINEERING DESIGN SERVICES

Under this task, CONSULTANT shall prepare detailed drawings and specifications for the design of new force main piping, valves, connection to existing force main, canal crossings, site work, and restoration for the proposed project suitable for permitting, pricing by PBCWUD continuing construction contractor(s) and construction of the work. The design will consist of approximately 28-30 design drawing sheets. The drawings will include PBCWUD's standard details and will be supplemented with the CONSULTANT's standard details as required. CONSULTANT shall provide structural design details, provided by Wantman Group, Inc., for aerial crossings of water bodies including canal cross sections. **Wantman Group, Inc. will design pile caps at the L-7 canal crossing to support a future 8" WM per request of PBCWUD.** CONSULTANT shall conduct pre-submittal meetings with LWDD and FDOT prior to submitting 60% design plans. CONSULTANT shall attend a review meeting with the VILLAGE/PBCWUD following the submission of 60%, 90%, and final design plans and ensure all comments are incorporated in subsequent designs. This task also includes attendance at three (3) review meetings, and technical support to VILLAGE staff and/or the VILLAGE's public relations consultant who will provide public outreach for the project. CONSULTANT will provide cost estimates with the 60-percent and final design submittals based on the prices included in the PBCWUD Continuing Construction Contracts.

This drawing package is anticipated to have approximately 28-30 engineering plan sheets. The drawings will generally include:

- Cover Sheet
- Sheet Index
- Location Map Sheet
- Legend Sheet

- General Notes Sheet
- Twelve (12) Force Main Plan & Profile Sheets at 1" = 20' scale
- One (1) Plan & Profile Sheets for HDD
- Up to eight (8) Structural Plan & Profile and Detail Sheets for Canal Aerial Crossings
- Up to six (6) PBCWUD's standard detail sheets supplemented by two (2) additional Civil Detail Sheet, as necessary.

TASK 5 – PERMITTING SERVICES

Subtask 5.1 Permit Submittal Applications

Under this task, CONSULTANT shall prepare permit applications for construction of the project and submit to the following agencies listed below. Permit fees will be paid by the CONSULTANT on behalf of the Village and reimbursed via task pay line item "Permit Fees Allowance".

- Lake Worth Drainage District (LWDD) Rights-of-Way Permit
- Palm Beach County Health Department (PBCHD)
- Palm Beach County Land Development Division
- Florida Department of Transportation (FDOT)

Subtask 5.2 Agency Coordination and RAI Response

Under this task, CONSULTANT will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. HCE will respond to Requests for Additional Information (RAI) during the permitting process. It is anticipated that no more than two (2) RAI's will be issued by each of the permitting agencies. CONSULTANT will track permit expiration date and extend as necessary to ensure permits remain active throughout the project duration.

TASK 6 – PROCUREMENT SERVICES

It is assumed that the work will be performed by one of the County's Continuing Construction Contractors with no public advertisement for bids or conventional bidding services. Under this task, CONSULTANT will perform the following activities:

- Conduct a pre-proposal meeting with the continuing construction Contractor.
- Respond to questions from the Contractor.
- Evaluate the priced proposal and construction schedule from the PBCWUD Continuing Construction Contractor and prepare comments for discussion. Review revised proposal to ensure comments have been addressed and provide a Recommendation of Award.
- It is assumed that the Work Order will be issued by PBCWUD.
- Prepare Final Contract Documents for use by the Engineer, Contractor, and Owner during construction of the work, including signed and sealed construction drawings, permits, reports, and electronic files.

- Conduct a preconstruction meeting with the Contractor including preparing a meeting agenda and minutes.
- Prepare Contractor's Notice to Proceed to be issued to the Contractor within 90 days of contract award.

TASK 7 – SERVICES DURING CONSTRUCTION

Subtask 7.1 General Construction Services

It is assumed that this project will be constructed by one of the County's Continuing Construction Contractors. Under this task, CONSULTANT will perform the following activities:

- Administer the VILLAGE'S Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. We assume a 16-month total construction contract period with ~~12~~ **10 months** of active construction.
- Direct the preconstruction meeting with the VILLAGE, PBCWUD, Contractor, and other interested parties and prepare meeting agenda and minutes.
- Review and comment on submittals and shop drawings submitted by the Contractor (Assume 20 submittals).
- Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to RFI's (Assume 40 RFI's).
- Review and make the recommendations necessary for the approval or rejection (with comments) of the Contractor's monthly payment applications (Assumes 16 pay applications).
- Conduct monthly progress meetings with the VILLAGE, PBCWUD, and Contractor. Prepare and distribute meeting minutes to all attendees (Assume 12 meetings).
- Provide technical information to support the Village and their consultant's public outreach.
- Engineer's periodic site visits (Assume 3 hours per week) to review the work and coordinate with the VILLAGE, PBCWUD, the Contractor, permitting agencies and the inspector.
- General inspection services (Assume ~~12~~ **20** hours per week) to review construction progress and compliance with design, contract documents, and permit requirements.
- Review and provide recommendation for Change Orders (Assume 10 at 3 hours each).
- Review Record Drawings submitted with each Pay Request and at completion of the project. Assume record drawing submittals with 12 pay requests and a final record drawing submittal (for a total of 13 submittals).

- Close out all permits as required. Permit fees will be paid by the CONSULTANT on behalf of the VILLAGE.
- Substantial Completion inspection and development of a punch list of deficiencies required to be addressed prior to final payment.
- Final project walkthrough to confirm completion of all punchlist items and prepare final documentation for Contract close-out.

Subtask 7.2 General Inspections During Construction

Under this task, CONSULTANT shall make general site inspections of the work such as concrete work, buried piping and valving, sitework, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents to monitor progress. It is assumed that CONSULTANT will provide part-time inspector for an average of ~~12~~**20** hours per week during the **10-month** active construction period as needed based on the construction activities during that week. Each periodic site visit is anticipated to be between ~~2-3~~ **3-4** hours each. CONSULTANT will verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The CONSULTANT will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.

CONSULTANT will verify that the work items identified on the substantial completion punch list are addressed and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. CONSULTANT will ensure the final punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.

III. DELIVERABLES

Task 1 – Subsurface Utility Locating – Deliverables:

1. Information obtained from underground utility locating will be depicted on the survey deliverable provided under Task 2.

Task 2 – Surveying Services – Deliverables:

1. PDF copy of Topographic Survey.

Task 3 – Geotechnical Investigation – Deliverables:

1. One PDF file and one hard copy of signed and sealed geotechnical report.

Task 4 – Engineering Design Services – Deliverables:

1. One PDF copy of the 60% plans and specifications and 60% cost estimate. Structural design will be included in the 90% submittal.
2. One PDF copy of the 90% plans and specifications incorporating the Village/PBCWUD comments on the 60% submittal and 90% cost estimate.

3. Two signed-and-sealed hard copies and one PDF copy of the 100% plans incorporating the Village/PBCWUD comments on the 90% submittal and final cost estimate.

Task 5 – Permitting Services – Deliverables:

1. One Draft PDF copy of each permit application for VILLAGE review.
2. One PDF copy of each permit received.
3. Permit tracking spreadsheet indicating permit application submissions, RAIs, and permit approval and expiration dates.

Task 6 – Procurement Services – Deliverables:

1. One hard copy and one PDF copy of written recommendation for award of the contract.
2. One PDF copy of Copy of Notice to Proceed.
3. Two hard copies of the executed Contract Documents (Drawings, permits, reports, electronic files in CAD and pdf format).

Task 7 – Services During Construction – Deliverables:

1. One PDF copy of all Contractor Submittals.
2. One PDF copy and two hard copies of Contractor Pay Requests with recommendation for payment.
3. One PDF copy of all meeting minutes.
4. One PDF copy of the Substantial Completion Punchlist.
5. One PDF copy of the Certificate of Substantial Completion.
6. Permit Close-out Documents.
7. Change Order review and recommendations.

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.Subsurface Utility Locating	30 Days	30 Days
Task 2.Surveying Services	90 Days	120 Days
Task 3.Geotechnical Investigation	30 Days	120 Days
Task 4.Engineering Design Services	180 Days from Completion of Task 2	300 Days
Task 5.Permitting Services	Applications Submitted with 90% Plans	300 Days
Task 6.Procurement Services	30 Days	330 Days
Task 7.Services During Construction	16 Months	810 Days

* The schedule is based upon conducting a review meeting within 7 calendar days after the Village/PBCWUD receives the design submittal. All review comments shall be provided to CONSULTANT within 7 calendar days after the Village/PBCWUD 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. Schedule assumes permits will be issued within 60 days.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of \$420,270 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
1. Subsurface Utility Locating	\$25,210
2. Surveying Services	\$48,950
<u>2.1 Preparation of Sketch and Legal for Utility Easement</u>	<u>\$1,900</u>

3. Geotechnical Investigation	\$13,345
4. Engineering Design Services	\$118,310
<u>4.1 Structural Revision to Pile Caps at L-7 Canal Crossing</u>	<u>\$3,910</u>
5. Permitting Services	\$20,440
5b. Permit Fees Allowance	\$10,000
6. Procurement Services	\$3,935
7. Services During Construction	<u>\$227,600.00</u>
TOTAL	<u>\$473,600</u>

VI. **ASSUMPTIONS**

1. All permit fees will be paid by the CONSULTANT on behalf of the Village.
2. The VILLAGE/PBCWUD shall provide available record drawings for the existing utilities in the project area.
3. CONSULTANT will use its best knowledge and efforts in good faith to prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) based on the PBCWUD pipeline Continuing Construction Contract, but CONSULTANT has no control over or responsibility for the cost of materials or labor for the Construction Contractor, of market conditions, or of the Construction Contractor's means, methods, sequences, scheduling, and techniques of construction, and thus cannot be responsible for any deviations and differences, however significant, of the construction bids of the Construction Contractors from the CONSULTANT's EOPCC.
4. The CONSULTANT shall not be responsible for the Contractor's schedule or failures to carry out the Work in accordance with the Contract Documents. The CONSULTANT shall not have control over or charge of the acts or omissions of the Contractor or its subcontractors, suppliers, agents, employees, or any other persons performing portions of the work.
5. Unless otherwise specifically required by this contract or through purchase orders, the CONSULTANT shall not have any responsibility for the discovery, presence, handling, removal or disposal, or exposure of persons to any hazardous or toxic substance of any form at the project site during construction.
6. It is assumed that this project will be constructed by one of the County's latest pipeline Continuing Construction Contractors with no public bidding or bidding and contract documents required.

VII. AGREEMENT REFERENCE

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

HOLTZ CONSULTING ENGINEERS, INC.

VILLAGE OF PALM SPRINGS

By:  _____

By: _____

Print Name: Stephen Fowler, PE, CGC

Title: Vice President

Date: _____

Village Attorney's Office

Approved as to form and

legality By: _____

(Required if over \$25,000)

The diagram consists of two identical gray rectangular boxes with black outlines, positioned side-by-side. The left box is labeled 'Item Cost' and the right box is labeled 'Task Cost'. Both labels are written in a bold, black, sans-serif font and are rotated 90 degrees counter-clockwise, centered within their respective boxes.

\$13,150.00	\$25,210.00
\$12,060.00	
\$48,950.00	
<u>\$1,900.00</u>	\$50,850.00
\$13,345.00	\$122,220.00
\$1,440.00	
\$3,480.00	
\$26,490.00	
<u>\$3,910.00</u>	
\$30,320.00	
\$6,960.00	
\$22,020.00	
\$4,260.00	
\$15,840.00	
\$3,060.00	
\$1,920.00	\$20,440.00
\$2,520.00	
\$4,220.00	
\$580.00	
\$3,880.00	
\$580.00	
\$580.00	
\$3,880.00	
\$580.00	
\$960.00	
\$1,300.00	
\$10,000.00	\$10,000.00
\$960.00	\$3,935.00
\$820.00	
\$670.00	
\$1,150.00	\$311,840.00
\$335.00	
\$1,710.00	
\$20,750.00	
\$12,400.00	
\$9,980.00	
\$9,900.00	
\$4,240.00	
\$10,440.00	
\$21,320.00	
<u>\$84,240.00</u>	
<u>\$131,760.00</u>	
\$1,020.00	
\$1,700.00	
\$2,380.00	

Total Engineering Fee \$473,600.00



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 11/28/2023

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. HE-U15 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 305 G/L CODE: 15552-53400

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: _____

PROJECT TITLE: Congress Ave Force Main Project

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018, between the Village of Palm Springs (“VILLAGE”), and HOLTZ CONSULTING ENGINEERS, INC (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project will include engineering services for the design, permitting, surveying, bidding, and engineering construction services required to construct approximately 5,600 linear feet of 4” force main along the east side of S Congress Ave., from Forest Hill Blvd. to north of Summit Blvd.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – SUBSURFACE UTILITY LOCATING

Subtask 1.1 Sunshine One Call and Underground Utility Locates

Under this task, the CONSULTANT shall call in a Sunshine One Call Design Ticket and contact utility companies listed on the design ticket that may have underground or aboveground service lines, utilities, easements, or structures within or adjacent to the project limits. CONSULTANT will request location, alignment, size, diameter, material, and depth of cover of existing facilities in order to avoid conflicts with proposed improvements. If record drawings are not available, CONSULTANT will request that the utility mark and provide the best available information on a plan view sheet. CONSULTANT shall provide subsurface utility locating services, provided by Underdog Utility Detection LLC, for key existing buried utilities within rights-of-way along Congress Ave utilizing ground penetrating radar (GPR) to obtain approximate location for the existing buried utilities to identify potential design conflicts and aid in the protection of these existing facilities during construction. These underground utility markings will be captured by the surveyor under Task 2 and depicted on the survey and design drawings.

WORK AUTHORIZATION NO. HE-U15

Subtask 1.2 Soft and Hard Digs

CONSULTANT will provide services to conduct excavations for five (5) soft and fifteen (15) hard digs, provided by Underdog Utility Detection LLC, to obtain depth, diameter, and material of existing utilities along the proposed pipeline route, to confirm the location of the force main connection points and identify and locate other potential utility conflicts.

TASK 2 – SURVEYING SERVICES

Under this task, CONSULTANT shall obtain a topographic survey, provided by Dennis J. Leavy & Associates, Inc., of the proposed force main route (approximately 5,600 linear feet) along Congress Ave, depicting the horizontal location and vertical location of facilities and surface features. The limits of the survey will be from the centerline of Congress Ave. heading east extending 15 feet outside of the east right-of-way of Congress Ave, from the north side of the intersection of Forest Hill Blvd., heading north to the south side of the LWDD L-5 canal. The following will also be included as part of the survey efforts for this project:

- Obtain horizontal and vertical control for this project utilizing Florida State Plane 83/90 adjustment for Horizontal Datum and North American Vertical Datum of 1988 (NAVD 88) for vertical control.
- Location of visible fixed improvements within the proposed force main route, depicting the horizontal location and vertical location of facilities such as structures, vaults, piping, control panels, fences, power poles, buildings, etc. Elevations shall be obtained at 100-foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.
- Location of above ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers. Including invert elevations, pipe size, type and direction for storm and sanitary infrastructure.
- Provide and reference site benchmarks. Elevations to be referenced to an existing established Village or County Benchmark.
- Locate utilities marked in the field with paint or flags and incorporate them into the survey file.
- No Title Search is anticipated to be needed and is therefore not included herein.
- Canal cross-sections are to be provided for each canal within the project area. A minimum of two (2) canal cross-sections for each canal are to be provided. The canal cross-sections are to show, label, and dimension at least: channel bottom width and elevation, location and elevation of each top-of-slope and each top-of-bank, existing canal right-of-way lines, existing land lines, property lines of subject parcel, all easements within the limits of the canal cross-section, and existing ground elevations to a point 25 feet outside of the existing canal right-of-way lines on each side of the canal, including all relevant features.

TASK 3 – GEOTECHNICAL INVESTIGATION

Under this task, CONSULTANT shall perform subsurface explorations and geotechnical studies, performed by Tierra South Florida, Inc., to obtain subsurface soil information necessary for the proper design of the force main and for potential bidders' use in determining installation methods. The work includes four (4) Standard Penetration Tests (SPT) to a depth of 50 feet in the vicinity of the proposed force main route and canal crossings. Two (2) SPTs will be performed at the location of the aerial crossing of the L-6 canal (one on each side), and two (2) SPTs will be performed at the location of the HDD of Summit Blvd. (one on each side). Two (2) SPTs previously performed in 2016 by Tierra South Florida, Inc. at the location of the aerial crossing of the L-7 canal (one on each side) will be reused for the aerial crossing design. The borings will be performed in general accordance with procedures recommended in the American Society for Testing and Materials (ASTM) D-1586, using a truck-mounted drilling rig. A geotechnical report with a site plan showing the locations of the borings, logs of the exploratory borings, results from SPT samples, identification of organics, and anticipated groundwater levels will be made available to potential bidders for informational purposes only.

TASK 4 – ENGINEERING DESIGN SERVICES

Under this task, CONSULTANT shall prepare detailed drawings and specifications for the design of new force main piping, valves, connection to existing force main, canal crossings, site work, and restoration for the proposed project suitable for permitting, pricing by PBCWUD continuing construction contractor(s) and construction of the work. The design will consist of approximately 28-30 design drawing sheets. The drawings will include PBCWUD's standard details and will be supplemented with the CONSULTANT's standard details as required. CONSULTANT shall provide structural design details, provided by Wantman Group, Inc., for aerial crossings of water bodies including canal cross sections. CONSULTANT shall conduct pre-submittal meetings with LWDD and FDOT prior to submitting 60% design plans. CONSULTANT shall attend a review meeting with the VILLAGE/PBCWUD following the submission of 60%, 90%, and final design plans and ensure all comments are incorporated in subsequent designs. This task also includes attendance at three (3) review meetings, and technical support to VILLAGE staff and/or the VILLAGE's public relations consultant who will provide public outreach for the project. CONSULTANT will provide cost estimates with the 60-percent and final design submittals based on the prices included in the PBCWUD Continuing Construction Contracts.

This drawing package is anticipated to have approximately 28-30 engineering plan sheets. The drawings will generally include:

- Cover Sheet
- Sheet Index
- Location Map Sheet
- Legend Sheet
- General Notes Sheet
- Twelve (12) Force Main Plan & Profile Sheets at 1" = 20' scale
- One (1) Plan & Profile Sheets for HDD
- Up to eight (8) Structural Plan & Profile and Detail Sheets for Canal Aerial Crossings
- Up to six (6) PBCWUD's standard detail sheets supplemented by two (2) additional Civil Detail Sheet, as necessary.

TASK 5 – PERMITTING SERVICES

Subtask 5.1 Permit Submittal Applications

Under this task, CONSULTANT shall prepare permit applications for construction of the project and submit to the following agencies listed below. Permit fees will be paid by the CONSULTANT on behalf of the Village and reimbursed via task pay line item “Permit Fees Allowance”.

- Lake Worth Drainage District (LWDD) Rights-of-Way Permit
- Palm Beach County Health Department (PBCHD)
- Palm Beach County Land Development Division
- Florida Department of Transportation (FDOT)

Subtask 5.2 Agency Coordination and RAI Response

Under this task, CONSULTANT will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. HCE will respond to Requests for Additional Information (RAI) during the permitting process. It is anticipated that no more than two (2) RAI's will be issued by each of the permitting agencies. CONSULTANT will track permit expiration date and extend as necessary to ensure permits remain active throughout the project duration.

TASK 6 – PROCUREMENT SERVICES

It is assumed that the work will be performed by one of the County's Continuing Construction Contractors with no public advertisement for bids or conventional bidding services. Under this task, CONSULTANT will perform the following activities:

- Conduct a pre-proposal meeting with the continuing construction Contractor.
- Respond to questions from the Contractor.
- Evaluate the priced proposal and construction schedule from the PBCWUD Continuing Construction Contractor and prepare comments for discussion. Review revised proposal to ensure comments have been addressed and provide a Recommendation of Award.
- It is assumed that the Work Order will be issued by PBCWUD.
- Prepare Final Contract Documents for use by the Engineer, Contractor, and Owner during construction of the work, including signed and sealed construction drawings, permits, reports, and electronic files.
- Conduct a preconstruction meeting with the Contractor including preparing a meeting agenda and minutes.
- Prepare Contractor's Notice to Proceed to be issued to the Contractor within 90 days of contract award.

TASK 7 – SERVICES DURING CONSTRUCTION

Subtask 7.1 General Construction Services

It is assumed that this project will be constructed by one of the County's Continuing Construction Contractors. Under this task, CONSULTANT will perform the following activities:

- Administer the VILLAGE'S Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. We assume a 16-month total construction contract period with 12 months of active construction.
- Direct the preconstruction meeting with the VILLAGE, PBCWUD, Contractor, and other interested parties and prepare meeting agenda and minutes.
- Review and comment on submittals and shop drawings submitted by the Contractor (Assume 20 submittals).
- Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to RFI's (Assume 40 RFI's).
- Review and make the recommendations necessary for the approval or rejection (with comments) of the Contractor's monthly payment applications (Assumes 16 pay applications).
- Conduct monthly progress meetings with the VILLAGE, PBCWUD, and Contractor. Prepare and distribute meeting minutes to all attendees (Assume 12 meetings).
- Provide technical information to support the Village and their consultant's public outreach.
- Engineer's periodic site visits (Assume 3 hours per week) to review the work and coordinate with the VILLAGE, PBCWUD, the Contractor, permitting agencies and the inspector.
- General inspection services (Assume 12 hours per week) to review construction progress and compliance with design, contract documents, and permit requirements.
- Review and provide recommendation for Change Orders (Assume 10 at 3 hours each).
- Review Record Drawings submitted with each Pay Request and at completion of the project. Assume record drawing submittals with 12 pay requests and a final record drawing submittal (for a total of 13 submittals).
- Close out all permits as required. Permit fees will be paid by the CONSULTANT on behalf of the VILLAGE.
- Substantial Completion inspection and development of a punch list of deficiencies required to be addressed prior to final payment.
- Final project walkthrough to confirm completion of all punchlist items and prepare final documentation for Contract close-out.

Subtask 7.2 General Inspections During Construction

Under this task, CONSULTANT shall make general site inspections of the work such as concrete work, buried piping and valving, sitework, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents to monitor progress. It is assumed that CONSULTANT will provide a part-time inspector for an average of 12 hours per week during the 12-month active construction period as needed based on the construction activities during that week. Each periodic site visit is anticipated to be between 2-3 hours each. CONSULTANT will verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The CONSULTANT will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.

CONSULTANT will verify that the work items identified on the substantial completion punch list are addressed and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. CONSULTANT will ensure the final punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.

III. DELIVERABLES

Task 1 – Subsurface Utility Locating – Deliverables:

1. Information obtained from underground utility locating will be depicted on the survey deliverable provided under Task 2.

Task 2 – Surveying Services – Deliverables:

1. PDF copy of Topographic Survey.

Task 3 – Geotechnical Investigation – Deliverables:

1. One PDF file and one hard copy of signed and sealed geotechnical report.

Task 4 – Engineering Design Services – Deliverables:

1. One PDF copy of the 60% plans and specifications and 60% cost estimate. Structural design will be included in the 90% submittal.
2. One PDF copy of the 90% plans and specifications incorporating the Village/PBCWUD comments on the 60% submittal and 90% cost estimate.
3. Two signed-and-sealed hard copies and one PDF copy of the 100% plans incorporating the Village/PBCWUD comments on the 90% submittal and final cost estimate.

Task 5 – Permitting Services – Deliverables:

1. One Draft PDF copy of each permit application for VILLAGE review.
2. One PDF copy of each permit received.

3. Permit tracking spreadsheet indicating permit application submissions, RAIs, and permit approval and expiration dates.

Task 6 – Procurement Services – Deliverables:

1. One hard copy and one PDF copy of written recommendation for award of the contract.
2. One PDF copy of Copy of Notice to Proceed.
3. Two hard copies of the executed Contract Documents (Drawings, permits, reports, electronic files in CAD and pdf format).

Task 7 – Services During Construction – Deliverables:

1. One PDF copy of all Contractor Submittals.
2. One PDF copy and two hard copies of Contractor Pay Requests with recommendation for payment.
3. One PDF copy of all meeting minutes.
4. One PDF copy of the Substantial Completion Punchlist.
5. One PDF copy of the Certificate of Substantial Completion.
6. Permit Close-out Documents.
7. Change Order review and recommendations.

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.Subsurface Utility Locating	30 Days	30 Days
Task 2.Surveying Services	90 Days	120 Days
Task 3.Geotechnical Investigation	30 Days	120 Days

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
Task 4. Engineering Design Services	180 Days from Completion of Task 2	300 Days
Task 5. Permitting Services	Applications Submitted with 90% Plans	300 Days
Task 6. Procurement Services	30 Days	330 Days
Task 7. Services During Construction	16 Months	810 Days

* The schedule is based upon conducting a review meeting within 7 calendar days after the Village/PBCWUD receives the design submittal. All review comments shall be provided to CONSULTANT within 7 calendar days after the Village/PBCWUD 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. Schedule assumes permits will be issued within 60 days.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of \$420,270 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
1. Subsurface Utility Locating	\$25,210
2. Surveying Services	\$48,950
3. Geotechnical Investigation	\$13,345
4. Engineering Design Services	\$118,310
5. Permitting Services	\$20,440
5b. Permit Fees Allowance	\$10,000
6. Procurement Services	\$3,935
7. Services During Construction	\$180,080
TOTAL	\$420,270

VI. ASSUMPTIONS

1. All permit fees will be paid by the CONSULTANT on behalf of the Village.
2. The VILLAGE/PBCWUD shall provide available record drawings for the existing utilities in the project area.
3. CONSULTANT will use its best knowledge and efforts in good faith to prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) based on the PBCWUD pipeline Continuing Construction Contract, but CONSULTANT has no control over or responsibility for the cost of materials or labor for the Construction Contractor, of market conditions, or of the Construction Contractor's means, methods, sequences, scheduling, and techniques of construction, and thus cannot be responsible for any deviations and differences, however significant, of the construction bids of the Construction Contractors from the CONSULTANT's EOPCC.
4. The CONSULTANT shall not be responsible for the Contractor's schedule or failures to carry out the Work in accordance with the Contract Documents. The CONSULTANT shall not have control over or charge of the acts or omissions of the Contractor or its subcontractors, suppliers, agents, employees, or any other persons performing portions of the work.
5. Unless otherwise specifically required by this contract or through purchase orders, the CONSULTANT shall not have any responsibility for the discovery, presence, handling, removal or disposal, or exposure of persons to any hazardous or toxic substance of any form at the project site during construction.
6. It is assumed that this project will be constructed by one of the County's latest pipeline Continuing Construction Contractors with no public bidding or bidding and contract documents required.

VII. AGREEMENT REFERENCE

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

HOLTZ CONSULTING ENGINEERS, INC.

VILLAGE OF PALM SPRINGS

By: 

By: Bev Smith
Bev Smith (May 6, 2024 12:42 EDT)

Print Name: Stephen Fowler, PE, CGC

Title: Vice President

Date: 05/06/2024

Village Attorney's Office

Approved as to form and

legality By: Christy L. Goddeau
Christy L. Goddeau (May 12, 2024 10:55 EDT)

(Required if over \$25,000)

Attachment A: Village of Palm Springs Congress Ave FM Design

		Principal	Senior Project Manager	Project Engineer (PE)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant	Item Cost	Task Cost	
	Rate	\$190	\$170	\$120	\$110	\$135	\$70	--			
Task	Item	Hours						Fees			
1. Subsurface Utility Locating	GPR Utility Locates & Sunshine One Call	1	1	6			1	\$12,000.00	\$13,150.00	\$25,210.00	
	Soft and Hard Digs		1	6			1	\$11,100.00	\$12,060.00		
2. Topographic Survey	Surveying Services	1	2	8	4		2	\$46,880.00	\$48,950.00	\$48,950.00	
3. Geotechnical Investigation	Standard Penetration Tests/Soil Borings	1	2	4			2	\$12,195.00	\$13,345.00	\$13,345.00	
4. Engineering Design Services	Prepare Agenda, Attend Kickoff Meeting, Prepare Minutes	2	2	6					\$1,440.00	\$118,310.00	
	Site Visits (3 Visits @ 4 hours each)		12	12					\$3,480.00		
	Structural Design of Aerial Crossings	1	2	8				\$25,000.00	\$26,490.00		
	60% Drawings and Specifications	24	40	80	80		8		\$30,320.00		
	60% Cost Estimate	6	16	24	2				\$6,960.00		
	90% Drawings and Specifications	16	28	60	60		6		\$22,020.00		
	90% Cost Estimate	4	8	16	2				\$4,260.00		
	100% Drawings and Specifications	12	24	40	40		4		\$15,840.00		
	100% Cost Estimate	2	6	12	2				\$3,060.00		
	Attendance of Public Outreach Meetings (Assume 2)	4	4	4					\$1,920.00		
	Progress Review Meetings and Review Comments (3 total)	3	3	12					\$2,520.00		
5. Permitting Services	Lake Worth Drainage District Permitting	2	10	16	2				\$4,220.00	\$20,440.00	
	Agency Coordination and RAI Response (Assume 2)		2	2					\$580.00		
	PBC Health Department Permitting	2	8	16	2				\$3,880.00		
	Agency Coordination and RAI Response (Assume 2)		2	2					\$580.00		
	PBC Land Development Division Permitting	2	8	16	2				\$3,880.00		
	Agency Coordination and RAI Response (Assume 2)		2	2					\$580.00		
	Florida Department of Transportation Permitting	2	8	16	2				\$3,880.00		
	Agency Coordination and RAI Response (Assume 2)		2	2					\$580.00		
	Permit Extension/Renewal (Assume 4 at 2 hours each)			8					\$960.00		
	Permit Closeout		2	8					\$1,300.00		
5b. Permit Fees	Permit Fees Allowance							\$10,000.00	\$10,000.00	\$10,000.00	
6. Procurement Services	Conduct a Pre-Proposal Meeting with Continuing Construction Contractor	2	2	2					\$960.00	\$3,935.00	
	Respond to Questions from Continuing Construction Contractor		2	4					\$820.00		
	Evaluate Proposal and Prepare a Recommendation of Award	1		4					\$670.00		
	Prepare Final Contract Documents	1	2	4			2		\$1,150.00		
	Prepare Contractor's Notice to Proceed	0.5		2					\$335.00		
7. Services During Construction	Preconstruction Meeting with Agenda and Minutes	2	2	6		2			\$1,710.00	\$180,080.00	
	Review of Contractor Submittals (Assume 20)	5	60	80					\$20,750.00		
	Review Contractor Pay Requests (Assume 16)	8	16	32		32			\$12,400.00		
	Review of Record Drawings (Assume 13)	6	13	26		26			\$9,980.00		
	Respond to RFIs (Assume 40 at 2 hours each)			60		20			\$9,900.00		
	Review and Prepare Change Orders (Assume 10 at 3 hours each)	4	8	12		4	2		\$4,240.00		
	Monthly Progress Meetings with Agendas and Minutes (Assume 12)	12	12	24		24			\$10,440.00		
	Engineering Site Visits (52 weeks at average of 3 hours per week)		52	104					\$21,320.00		
	General Inspections (Assume 12 months active construction and average of 12 hours per week)					624			\$84,240.00		
	Substantial Completion Walkthrough Inspection			4		4			\$1,020.00		
	Final Walkthrough and Punchlist Completion		4	4		4			\$1,700.00		
	Contract Closeout	2	4	8	2		2		\$2,380.00		
		128.5	372	762	200	740	30	Subconsultant	\$117,175.00		
									HCE		
									\$303,095.00		
									Total Engineering Fee	\$420,270.00	

Underdog Utility Detection LLC.

Underdog Utility Detection LLC. is a private and public utility consulting company that specializes in locating underground utilities and sub surface structures. Due to the nature of underground utility locating, Underdog and other utility locating firms have always disclaimed liability for any damages arising out of or relating to their services.

- Customer is always responsible to call 811 for locates of public utilities.
- Customer is advised and aware that limitations exist in locating non-metallic materials and utilities without traceable wire attached (materials such as but not limited to: Plastic/poly, Fiberglass, Fiberoptic).
- Estimate **DOES NOT** include the use of any push/pull, or Robotic camera systems
- Estimate is based upon all discoveries to be marked using water-based paint, if this is an issue, it must be brought to the attention of Underdog during scheduling to make other suitable marking arrangements.
- Estimate based on having access to any, but not limited to: electrical, communication, mechanical, pump rooms. Also to include but not limited to: any utility plants, chiller towers, lift stations, oxygen/gas farms, or locked fences.
- Any site-specific/onsite training, security/safety procedures, or additional time required onsite beyond estimate, shall be a billable charge up to and exceeding this estimate.
- Any and All Blueprints, As Builds, or any other recorded drawings must be provided to Underdog before work is to begin.
- Any and All Survey work is to be done by others.
- Underdog is **NOT** responsible for maintaining marks after completion.
- In the event of rain or poor weather or site conditions, if the client request the crew to show up, the client will be responsible for the minimum charge, whether or not work is performed.
- Due to variances in equipment, soil, and site conditions, any depths if provided are to be considered estimated depths. **NO** guarantee shall made on any depths provided, whether electronically or GPR (Ground Penetrating Radar) obtained.
- A 50% down payment will be obtained upon agreement of terms, with remainder paid within 30 days of completion of Underdogs services.

Signature: _____ Print Name: _____

Company: _____ Position: _____

Underdog Utility Detection LLC.

3524 Lone Pine Road
Delray Beach Fl 33445

Estimate

Date	Estimate #
10/31/2023	880

Name / Address
Holtz Consulting 270 Central Blvd Jupiter FL. 33458

			Project
			Congress FM Replace
Description	Qty	Cost	Total
Locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. 4Hr Min.	60	200.00	12,000.00
Pot hole excavation on hard surfaces.	15	500.00	7,500.00
Pot hole excavation on soft surfaces.	5	400.00	2,000.00
Locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar for pin pointing of utility prior to digging. 4Hr Min.	8	200.00	1,600.00
		Total	\$23,100.00

Customer Signature _____



DENNIS J. LEAVY & ASSOCIATES, INC

Land Surveyors • Mappers

Revised: November 20, 2023
November 10, 2023

via Email: stephen.fowler@holtzconsulting.com

Holtz Consulting Engineers, Inc.

Mr. Stephen Fowler, P.E.

270 South Central Boulevard, Suite 207

Jupiter, FL 33458



RE: PROFESSIONAL LAND SURVEYING SERVICES – CONGRESS AVENUE FORCE MAIN PROJECT, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

Mr. Fowler:

In response to your request for professional land surveying services, we are pleased to offer the following tasks and their respective fees.

I. TOPOGRAPHIC SURVEY:

- A. Obtain horizontal and vertical control utilizing Florida state plane 83/90 adjustment Horizontal Datum and NAVD 88 Vertical Datum.
- B. Prepare a Topographic Survey as defined in Rule 5J-17.050 of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers. In particular, the survey will depict the following information:
 1. Topography at major ground elevation changes to depict existing ground profile at proposed project area (centerline of right-of-way of Congress Avenue heading east extending 15 feet outside of the east right-of-way of Congress Avenue, from the north side of the intersection of Forest Hill Boulevard, heading north to the south side of the LWDD L-5 Canal, including 30 feet outside of the east right-of-way of Congress Avenue on the intersecting side streets), which shall include the following:
 - a. Location of visible fixed improvements within the proposed project limits/right-of-way, including physical objects, drainage swales, native trees, signs, fences and power poles.
 - b. Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers, including invert elevations, pipe size, type and direction for storm and sanitary infrastructure and the location of the underground utility locates as marked in the field by others.
 - c. Elevations shall be obtained at 100 foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.

- d. Obtain two (2) canal cross sections within each of the existing canal rights-of-way and extending 35 feet outside of the right-of-way at the LWDD L-6 and L-7 Canals. One cross section along the east side of the existing bridge and one to the east of the bridge 25 foot downstream. Cross sections will be depicted in both plan and profile view at a scale to be determined at a later date.
 - e. Provide and reference benchmarks. Elevations to be referenced to an existing established City or County Benchmark.
2. Provide a .pdf file digitally signed and sealed by a registered land surveyor at 1" = 20' scale and a computer disk with survey and drawing information compatible with AutoCAD Civil 3D Version 2023. The survey will be delivered in two phases, with the milestone point being at the approximate mid-point along Congress Avenue near 1180 S. Congress Avenue.

FEE FOR THE ABOVE SERVICES:.....\$46,880.00

It is the contractors/owners responsibility to review the scope of services proposed within this contract to insure that the services required to successfully complete this project will be provided.

The following statement is required by the State of Florida Statutes:

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The above fees are subject to the following conditions:

1. This Proposal is **valid for ninety (90) calendar days** from the date which first appears on this Proposal. DJLA reserves the right to review and modify the fee(s) and/or time schedule(s) stated in this Proposal.
2. Any services not included in this Proposal will be considered Additional Services. Additional Services will be provided at the hourly rates in effect at the time the services are requested, plus reimbursable expenses or for an agreed upon lump sum fee.

These fees do not include the cost of any governmental agency submittal fee or hard costs for printing, reproductions or fees for full-time construction supervision. Representation before public bodies, review agencies, etc. will be done at applicable hourly rates. This includes, but is not limited to, any administrative processing that may be required for submittal to the various municipal and county agencies. Payment is due upon receipt of the invoice and will be considered delinquent if payment is not received within thirty (30) business days of the date of said invoice. A late payment finance charge will be assessed at the rate of 1.5% per month if payment is not received within thirty (30) business days of the invoice date.

The obligation to provide services under this Proposal may be terminated by either party upon receipt of written notice within seven (7) business days in the event of a substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of termination, Dennis J. Leavy & Associates, Inc. shall be paid for all services rendered to the date of termination including all reimbursable expenses and termination expenses. Liability of this contract is limited to not exceed the fees stated herein. Revisions and/or additional services required outside of this Proposal will be invoiced as an addendum to this Proposal. Fees for revisions and/or additional services will be invoiced based on our current hourly/unit rates.

This Proposal, consisting of four (4) pages, represents the entire understanding between **Dennis J. Leavy & Associates, Inc.** and **Holtz Consulting Engineers, Inc.**, with respect to the project and may only be modified in writing, signed by all parties.

Thank you in giving us the opportunity to bid this project. We hope to hear from you shortly. If the terms and conditions contained herein are acceptable, please sign and return a copy of this Proposal to our office.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,,

DENNIS J. LEAVY & ASSOCIATES, INC.

David A. Bower
David A. Bower, P.S.M.
President

Revised: November 20, 2023
November 10, 2023
Congress Avenue Force Main Project
Page 4

ACCEPTANCE OF PROPOSAL: The fees, terms and conditions, and specifications contained herein are satisfactory and are hereby accepted. Dennis J. Leavy & Associates, Incorporated is authorized to perform the work as specified.

RE: PROFESSIONAL LAND SURVEYING SERVICES – CONGRESS AVENUE FORCE MAIN PROJECT, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

PROPOSAL ACCEPTED BY:

Name and Title

Firm Name

Date of Acceptance

[By executing this Proposal, I represent that I am a duly authorized representative of the Company named above and have full power and authority to approve this Proposal].

The following statement is required by the State of Florida Statutes.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT OF DENNIS J. LEAVY & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



October 25, 2023

Holtz Consulting Engineers, Inc.
270 South Central Blvd., Suite 207
Jupiter, FL 33458
Attn: Mr. Stephen Fowler, P.E., CGC
email: Stephen.Fowler@HoltzConsulting.com

RE: Proposal for Geotechnical Services
Congress Ave FM
Village of Palm Springs, Florida
TSFGeo Proposal No.: 2310-714

Dear Stephen:

As requested, **TIERRA SOUTH FLORIDA, INC. (TSFGeo)** is pleased to submit this proposal for the above-referenced project. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

All work performed by TSFGeo will be in general accordance with PBC standards. We understand that new force main aerial crossing will be installed along the roadway section noted in Village of Palm Springs, Florida. As requested, TSFGeo will perform four (4) Standard Penetration Test (SPT) boring to a depth of 50 feet. (Note – Boring locations to be provided at a later date.)

Boring locations will be approximately located and noted in the field by our personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from topographic plans if furnished by others. Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, evaluation, and recommendations for force main construction, and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule. On the basis of the proposed quantities, it is estimated that the total fee will be approximately as noted below:

FIELD INVESTIGATION, LAB TESTING & COORDINATION	\$7,855.00
ENGINEERING AND TECHNICAL SERVICES	\$4,340.00
TRAFFIC CONTROL -MOT	\$0.00
	\$12,195.00

Our estimate covers the work needed to present our findings in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

It is anticipated that borings will be located on the shoulders, and Maintenance of Traffic (MOT) will not be required.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within a few days of project approval (weather permitting and utility clearance). The fieldwork is expected to take about one to two days to complete. The written report can typically be submitted within two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,
TSFGeo


Harmon C. Bennett, P.E.
Principal Engineer

Attachments:

General Conditions
Fee Estimate
Site Location Plan


Raj Krishnasamy, P.E.
President

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

Proposal for Geotechnical Services
Congress Ave FM
Village of Palm Springs, Florida
TSFGeo Proposal No.: 2310-714
Page 4

TSFGeo's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
 - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
 - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
 - 10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
 - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
 - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
 - 14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
 - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
 - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Proposal for Geotechnical Services
Congress Ave FM
Village of Palm Springs, Florida
TSFGeo Proposal No.: 2310-714
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TIERRA SOUTH FLORIDA, INC.

FIELD INVESTIGATION, LAB TESTING & COORDINATION					
	Unit	# of Units	Unit Price		Total
FIELD INVESTIGATION					
Mobilization of drilling equipment to project (Min. charge)					
VI. 8. 1. Truck-Mounted Equipment (50-mile travel) (V1. 8. 1)	Trip	1	\$	350.00	\$ 350.00
VI. 3. 1. Standard Penetration Test Borings - Truck Rig (0 - 50 ft depth	L.F.	200	\$	13.00	\$ 2,600.00
VI. 4. 1. GroutSeal Boreholes 0 - 50 ft depth (VI. 4. 1.)	L.F.	200	\$	6.00	\$ 1,200.00
VI. 1. Auger Borings	L.F.	0	\$	10.00	\$ 0.00
VI. 5. 1. Casing Allowance 0 - 50 ft depth	L.F.	200	\$	7.00	\$ 1,400.00
					5,550.00
LABORATORY TESTING					
I. 5. Atterberg Limit Test	Test	0	\$	80.00	\$ 0.00
I. 7. Organic Content Test	Test	0	\$	50.00	\$ 0.00
I. 8. Corrosion Series	Test	3	\$	190.00	\$ 570.00
I. 10. Natural Moisture Content Tests	Test	4	\$	20.00	\$ 80.00
III. 1. A. Grain size determinationn - Full Grain Size (8 sieves)	Test	4	\$	75.00	\$ 300.00
III. 1. B. Grain size determinationn - Wash through (#200)	Test	0	\$	45.00	\$ 0.00
III. 8. 4. Staff Engineer	Hour	4	\$	105.00	\$ 420.00
					1,370.00
FIELD ENGINEERING AND TECHNICAL SERVICES					
VIII. 3. Engineer, P.E.	Hour	1	\$	135.00	\$ 135.00
VIII. 5. Senior Engineering Technician	Hour	4	\$	70.00	\$ 280.00
VIII. 6. Engineering Technician	Hour	8	\$	65.00	\$ 520.00
					935.00
ENGINEERING AND TECHNICAL SERVICES					
VIII. 1. Principal Engineer/PM, P.E.	Hour	2	\$	175.00	\$ 350.00
VIII. 2. Senior Geotechnical Engineer, P.E.	Hour	6	\$	150.00	\$ 900.00
VIII. 3. Engineer, P.E.	Hour	20	\$	135.00	\$ 2,700.00
VIII. 7. Drafter/Cadd	Hour	6	\$	65.00	\$ 390.00
					4,340.00
FEE FOR GEOTECHNICAL SERVICES-Mast Arms				\$	12,195.00



October 26, 2023

Stephen Fowler, PE
Holtz Consulting Engineers, Inc.
270 South Central Boulevard, Suite 207
Jupiter, FL 33458

Stephen.Fowler@holtzconsulting.com

Re: Congress Avenue Force Main Aerial Crossing

Dear Brad,

WGI, Inc. (WGI) is pleased to provide this proposal to Holtz Consulting Engineers, Inc. (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's "Contract Terms and Conditions," which are enclosed and incorporated into this proposal.

PROJECT UNDERSTANDING

The CLIENT will be installing four inch force mains along the east side of Congress Avenue for the Village of Palm Springs. The force main installation will require two aerial crossings, one located over LWWD L-6 Canal and one located over LWDD L-7 Canal.

SCOPE OF SERVICES

ENGINEERING SERVICES

- | | |
|---|--------------------|
| I. Structural Engineering Services – Aerial Crossing | \$16,000.00 |
|
 | |
| 1. Structural design for two aerial crossing pipe supports to accommodate one four-inch force main over the Lake Worth Drainage District (LWDD) L-6 and L-7 canals. The design shall consist of concrete pile supported pile caps with pipe cradle. | |
| 2. Aerial crossing details will use Palm Beach County Water Utilities Department standards as basis of design. | |
| 3. Structural specifications shall be provided on the drawing sheets. | |
|
 | |
| II. Post Design Services for Structural Engineering | \$9,000.00 |

Construction services are highly dependent on the Contractor selected to perform the work. The services indicated below do not anticipate multiple reviews or observations of the same work, scheduled inspections of incomplete sections of the work, or structural design and re-engineering to correct poor construction workmanship. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by

the Contractor for work which will be covered such as underground foundations, reinforcing within concrete forms to be cast, driven or cast piles, or structural steel covered by finishes or other substrates. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit. The construction services will consist of;

1. Review shop drawings, test reports, and other relevant submittal data.
 - a. Shop drawings are anticipated to consist of;
 - i. Prestressed pile data
 - ii. Concrete mix designs
 - iii. Steel reinforcement
2. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. A maximum of three (3) site visits are anticipated per aerial crossing. Level of effort shall be that required to provide certification of project completion and conformance with plans and specifications as they relate to the structural design elements;
3. Provide responses for up to five (5) requests for information (RFIs) submitted by the contractor; and
4. Provide project certifications of the observed portions and components of the work.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the site plans; utilities; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Engineering specifications and details will be included in the construction plans;
3. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
5. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
6. The project will be designed and permitted under one phase;
7. Construction phase shall not exceed four months for each aerial crossing; and
8. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of proposed site plans/ base maps; and
2. Geotechnical engineering report.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to Holtz Consulting Engineers, Inc. Upon acceptance of this proposal, along with the attached Contract Terms and Conditions and our current Fee Schedule, please sign and return an executed copy to this office. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Contract Terms and Conditions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Contract Terms and Conditions.

Respectfully submitted,
WGI, Inc.



Jeffrey Bergmann, PE
Director, Specialty Structures



Christopher LaForte, PE
Senior Project Manager

Holtz Consulting Engineers, Inc.

October 26, 2023

Page 4 of 10

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the state where the project is located. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

Corporate Representative:

Name (Printed)

This Proposal accepted this ____ day of _____, 2023

By _____
Name (Signature)
Holtz Consulting Engineers, Inc.

Please provide the following billing information:

Name / Company Name

Billing Address

City

State

Zip

Contact Name

Email Address

Phone Number

Fax Number

Enc.: WGI, Inc. Contract Terms and Conditions, Fee Schedule

WGI, INC.
CONTRACT TERMS AND CONDITIONS
JUNE 2020

1. **Performance:** WGI, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.
2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.
3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's then-current Fee Schedule.
4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, airfare, per diem, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's then-current Fee Schedule.
5. **Cost Estimates:** Client hereby acknowledges that WGI has no control over the cost of labor or materials, contractors' methods of determining bid prices, or control over competitive bidding, market, or negotiating conditions. Thus, WGI cannot and does not warrant that estimates of probable construction or operating costs prepared or provided by WGI will not vary from actual costs incurred by Client. Client expressly agrees that WGI shall have no liability for any failure of bids or actual construction or operating costs to comply with Client's budget or WGI's cost estimates.
6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.
7. **Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.
8. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of financing, loss of business, loss of income, loss of reputation, interest expenses, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
9. **Hazardous Materials:** Unless specifically and expressly set forth in WGI's scope of services under this Agreement, and only to the extent set forth therein, WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of

persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

- 10. LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both Client and WGI, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of WGI and its officers, directors, partners, employees, shareholders, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs, so that the total aggregate liability of WGI and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the total amount of the fee actually paid to WGI for its Services performed under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.

In the event Client is unwilling or unable to limit liability in accordance with the provisions set forth in this section, Client may, upon written request of Client and received by WGI within five days of Client's acceptance hereof, increase the limit of liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on liability. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved. In any event, attorney's fees and costs expended by WGI in connection with any claim shall reduce the amount available, and only one such amount will apply to any Project.

If any of the above provisions of this section is/are deemed invalid or unenforceable for any reason, the limit of liability shall not exceed the available policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this section shall inure to the benefit of WGI's officers, directors, partners, employees, shareholders, owners, and subconsultants, which shall be considered third-party beneficiaries for the purposes of this section. The provisions of this section shall survive the termination of this Agreement.

- 11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.
- 12. Events of Default:** Client shall be in default under this Agreement if it (i) fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) fails to observe or perform any other term, condition or covenant under this Agreement, (iii) breaches any warranty or representation made under this Agreement, (iv) dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, (vi) fails to work with WGI in good faith and fair dealing under this Agreement, or (vii) becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.
- 13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.
- 14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CAD files, field data, notes, Digital Data files, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any

means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

If documents are provided to Client, Client's contractor, or Client's other consultants by WGI in electronic media, such as CAD files or other native format, Client agrees that this is solely as a convenience, and may not be relied on in the same manner as the signed, sealed documents; nor are such electronic files represented to be accurate and faithful representations of the signed, sealed documents. WGI makes no representations or warranties regarding the accuracy, completeness, or readability of information contained in electronic media files.

- 15. Digital Data Files:** It is expressly understood that CADD and BIM files, and other electronic files ("Digital Data files") are issued only as supplemental information for convenience to the Client, contractor or other authorized user. Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by WGI to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted, whether inadvertently or otherwise. As a result, WGI makes no representations or warranties, whether expressed or implied, as to the accuracy of any Digital Data files. The accuracy of Digital Data files cannot be warranted or guaranteed, and any such files provided by WGI to Client or any other party will be issued solely as a convenience and courtesy. Digital Data files are not contract documents, and shall not be relied upon, or used for construction or staking. Any use of the information obtained or derived from Digital Data files will be at Client's, or other receiving party's or user's sole risk, and Client hereby waives and releases any and all claims against WGI arising from or relating to the use of or reliance upon Digital Data files. To the extent any differences, discrepancies, or conflicts exist between the Digital Data files and the contract documents, the contract documents shall control.
- 16. Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.
- 17. Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.
- 18. Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.
- 19. Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.
- 20. Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.
- 21. Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in Palm Beach County, Florida.
- 22. Mediation:** All disputes between the Parties arising out of or relating to this Agreement, with the exception of WGI seeking payment from Client for services rendered, shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.
- 23. Statute of Limitations and Repose:** Any applicable statute of limitations or repose shall commence to run and any cause of action shall be deemed to have accrued on the date WGI's drawings are sealed, but in any event not later than the date of substantial completion of the project for which WGI's services are provided.
- 24. Force Majeure:** WGI shall not be liable for any damages or delays in rendering its Services arising from acts of God, epidemics, pandemics, quarantine restrictions, strikes, labor disputes, civil unrest or disturbances, acts of terrorism or war, abnormal weather conditions, or any other cause beyond WGI's reasonable control.

25. PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

- 26. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI will provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.
- 27. Construction Observation:** WGI, as a representative of the Client, will visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work relating to WGI's scope, (2) to endeavor to advise Client of defects and deficiencies in such work, and (3) to determine in general if the work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. WGI shall not be responsible for inspecting the Contractor's work, does not have the right to stop Contractor's work, and shall not be liable for construction defects or deficiencies. WGI's construction observation services shall not relieve Contractor of its responsibility to comply with the contract documents.
- 28. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall remain solely and exclusively responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.
- 29. Property Insurance:** Client agrees to procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the project, or until no person or entity other than Client has an insurable interest in the project, whichever is later. This policy shall name WGI as an additional insured. Client further agrees to waive all rights against WGI for damages that are, or could have been, covered by property insurance and such waiver of subrogation shall be effective notwithstanding any duty of indemnity, contractual or otherwise.
- 30. Deviations from Contract Documents:** WGI will report to the Client known and observable deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- 31. Certificates for Payment:** WGI will review and certify the amounts due to Contractor and will issue certificates for such amounts. Such certification for payment will constitute a statement to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1)

made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- 32. Rejection of Work:** WGI shall have authority to recommend to Client that it reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to recommend to Client that it require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 33. Submittals:** WGI will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with the design concept of the project and information provided in the Contract Documents. Contractor is responsible for full compliance with the plans, specifications, and contract documents, dimensions, quantities, and performance requirements to be confirmed and correlated at the jobsite, the furnishing of all items whether or not shown on the submittal, means, methods, and sequence of construction, quantities, coordination of the work of all trades, and related jobsite safety precautions or programs. WGI's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 34. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI will specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 35. Change Orders:** WGI will prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 36. Submittals and Final Completion:** WGI will conduct observations to determine the date or dates of Substantial Completion and the date of final completion, will receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon a final observation indicating that the Work generally complies with the requirements of the Contract Documents.
- 37. Interpretations and Decisions:** Interpretations and decisions of WGI will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI will endeavor to secure faithful performance by both Client and Contractor, will not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

WGI, INC.
FEE SCHEDULE
EFFECTIVE DATE – 02/26/2022

Hourly Rate	
ENGINEERING SERVICES	
Executive Engineer	\$345.00
Chief Engineer	\$335.00
Principal Engineer	\$300.00
Senior Project Manager	\$300.00
Project Manager	\$235.00
Senior Engineer 2	\$275.00
Senior Engineer 1	\$245.00
Engineer 2	\$215.00
Engineer 1	\$195.00
Senior Engineer Intern	\$150.00
Engineer Intern	\$135.00
Chief Utility Coordinator	\$260.00
Senior Utility Coordinator	\$200.00
Utility Coordinator	\$160.00
Chief Designer	\$190.00
Senior Designer	\$160.00
Designer	\$130.00
Field Engineer	\$195.00
Field Inspector	\$145.00
SURVEYING SERVICES	
Chief Surveyor	\$300.00
Principal Surveyor	\$250.00
Senior Project Manager	\$210.00
Project Manager	\$185.00
Senior Professional Surveyor	\$170.00
Professional Surveyor	\$160.00
Certified Photogrammetrist	\$190.00
Senior Survey Technician	\$140.00
Survey Technician	\$120.00
SUE Technician	\$120.00
Field Technician	\$90.00
1 Person Field Survey Crew	\$120.00
2 Person Field Survey Crew	\$150.00
3 Person Field Survey Crew	\$190.00
4 Person Field Survey Crew	\$250.00
2 Person SUE Crew	\$160.00
3 Person SUE Crew	\$220.00
4 Person SUE Crew	\$260.00
5 Person SUE Crew	\$300.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00

Hourly Rate	
PLANNING SERVICES	
Executive Planner	\$325.00
Chief Planner	\$250.00
Principal Planner	\$210.00
Senior Project Manager	\$200.00
Project Manager	\$175.00
Senior Planner	\$150.00
Planner	\$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	\$265.00
Senior Project Manager	\$210.00
Project Manager	\$175.00
Senior Landscape Architect	\$220.00
Landscape Architect	\$185.00
Senior Designer	\$150.00
Designer	\$115.00
Entry Level Designer	\$100.00
ENVIRONMENTAL SERVICES	
Executive Environmental Scientist	\$250.00
Principal Environmental Scientist	\$225.00
Senior Project Manager	\$200.00
Project Manager	\$170.00
Senior Environmental Scientist	\$200.00
Environmental Scientist	\$135.00
Environmental Technician	\$100.00
ARCHITECTURAL SERVICES	
Principal Architect	\$300.00
Senior Project Manager	\$260.00
Project Manager	\$215.00
Senior Architect	\$250.00
Project Architect	\$200.00
Architect	\$170.00
Senior Graduate Architect	\$150.00
Graduate Architect	\$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	\$425.00
GIS Technician	\$115.00
Administrative Assistant	\$120.00
Intern	\$80.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	\$0.30
Copies, Color (each)	\$1.00
Plots, Black & White (each)	\$2.00
Plots, Color (each)	\$15.00
Mylars (each)	\$70.00
Foam Core Presentation Boards (each)	\$7.50
All Third-Party Expenses	Cost Plus 15%

Expenses: In addition to labor, WGI, INC. bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc.; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Proposed Work Authorization HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project (3)

Final Audit Report

2024-05-12

Created:	2024-05-06
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAes7LYKd1hn-jg8MSIXseiSgND7uMAAd1D

"Proposed Work Authorization HE-CRA2 - Congress Avenue Sanitary Sewer Force Main Project (3)" History

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2024-05-06 - 4:42:33 PM GMT- IP address: 73.245.18.178
-  Document e-signed by Bev Smith (bsmith@vpsboards.com)
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-  Email viewed by christy@torcivialaw.com
2024-05-12 - 2:52:10 PM GMT- IP address: 173.162.99.81
-  Signer christy@torcivialaw.com entered name at signing as Christy L. Goddeau
2024-05-12 - 2:55:01 PM GMT- IP address: 173.162.99.81
-  Document e-signed by Christy L. Goddeau (christy@torcivialaw.com)
Signature Date: 2024-05-12 - 2:55:03 PM GMT - Time Source: server- IP address: 173.162.99.81

✔ Agreement completed.

2024-05-12 - 2:55:03 PM GMT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Holtz Consulting Engineers, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

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

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

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

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

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

I. SCOPE OF WORK; TERM; AND COMPENSATION

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

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

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

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

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

II. GENERAL DUTIES OF CONSULTANT

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

III. TIME OF PERFORMANCE

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

IV. COMPENSATION

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

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

V. PAYMENT

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

incorporated herein as Exhibit "C". The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

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

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

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

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

B. Copies of Documents:

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

C. Insurance:

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

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

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

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

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies

provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

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

D. Litigation Services:

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

E. Assignment:

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

F. Confidential Information:

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

G. Subconsultants:

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

H. Notices:

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

VILLAGE of Palm Springs

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

CONSULTANT

I. Request for Qualifications:

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

J. Records:

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

K. Personnel:

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

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or

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

M. Prohibition against Contingent Fees:

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

N. Termination:

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

O. Indemnification:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

P. Interest of the Consultant:

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

Q. Compliance with Laws:

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

R. Jurisdiction; Venue:

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

S. Internal Dispute between Owner and Consultant:

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

T. Entire Agreement and Conflicts:

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

U. Palm Beach County Inspector General:

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

V. Public Records:

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

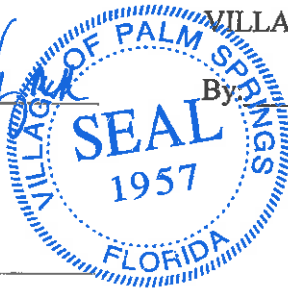
- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost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

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

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

ATTEST:

Kimberly M. 3/6/18
Village Clerk



By:

[Signature]
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

Curtis Robinson
Curtis Robinson
(Name Printed or Typed)

Matthew Paymen
MATTHEW PAYMEN
(Name Printed or Typed)

HOLTZ CONSULTING ENGINEERS, INC.

By: David Holtz
David F. Holtz, P.E.
Vice President

State of Florida
County of Palm Springs

BEFORE ME, the foregoing instrument, this 13 day of August, 2018, was acknowledged by David Holtz, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 13 day of August, 2018.

(SEAL)

April Xaros
Notary Public

My Commission Expires:

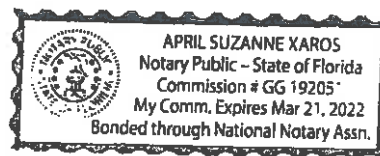


Exhibit A



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

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

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

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

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

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

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. **SCHEDULE**

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

Table X
Schedule

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

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

V. **COMPENSATION AND PAYMENT**

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

Table X
Budget Summary

<u>Description</u>	<u>Total</u>
TOTAL	

VI. **ASSUMPTIONS**

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

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

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

Exhibit B

HCE RATE SCHEDULE FOR THE VILLAGE OF PALM SPRINGS

Principal Engineer - Acquires, plans, supervises, and coordinates professional engineering projects by developing proposals and directing and controlling project elements. Requires Professional Engineer (PE) license and minimum 20 years' experience.	\$ 190
Associate Engineer - Supervises engineering projects and project staff. Requires Professional Engineer (PE) license and minimum 15 years' experience.	\$ 180
Senior Project Manager - Completes engineering projects by organizing and controlling project elements. Requires Professional Engineer (PE) license and minimum 10 years' experience.	\$ 170
Project Manager - Completes engineering projects by organizing and controlling project elements and overseeing project engineers. Requires Professional Engineer (PE) license and minimum 8 years' experience.	\$ 150
Senior Project Engineer - Assists with project responsibilities by completing project phases and elements as requested by Project Manager. Requires Professional Engineer (PE) license and minimum 5 years' experience.	\$ 130
Project Engineer (PE) - Assists with project responsibilities by completing project phases and elements as requested by Project Manager. Requires Professional Engineer (PE) license and minimum 4 years' experience or 3 years with a Masters Degree.	\$ 120
Project Engineer (EI) - Assists with engineering projects by aiding in the completion of project elements. Requires Engineer Intern (EI) certificate.	\$ 105
Construction Manager - Administers the construction contract and ensures the project is constructed according to the technical and administrative contract documents. Minimum 8 years' experience required.	\$ 135
Construction Inspector - Assists the Project Manager and Construction Manager by performing project site inspections during construction to ensure the project is being constructed according to the technical plans and specifications.	\$ 95
Senior Designer - CADD technician responsible for generating preliminary layouts, creating and updating engineering drawings under the supervision of engineers, enforcing CADD standards, and supervising drafters. Minimum 5 years experience required.	\$ 110

Drafter – CADD technician responsible for creating and updating engineering drawings under the supervision of engineers.	\$ 90
Administrative Assistant - Provides office services by implementing administrative systems, procedures, and policies, and monitoring administrative projects.	\$ 70

- The above rates will be valid for 3 years from the contract date.
- Revisions will be based on the Consumer Price Index (CPI) for the following year.
- Subconsultants will be billed at cost.
- Mileage for travel outside of Palm Beach County will be billed per mile at the current IRS rate.
- Postage and reproduction costs are included in the hourly rates.

Exhibit C



Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

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

Change Orders:

Schedule

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

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

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



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Parks & Recreation

ITEM #8: Approve Task Order No. 381 with Clearspan Structures, LLC.

SUMMARY: This task order authorizes due diligence survey services as the critical first step in the Village Commons Park Improvement Project.

Scope of Work:

- Provide surveying services as required to provide a current survey depicting the existing topography, improvements and known utilities.
- Provide private locates for onsite utilities within the proposed work area.
- Provide a title search of the affected parcels to determine any recorded easements.
- Provide management and coordination of these services with various subcontractors.

These services are essential for informing the design phase and ensuring proper planning and permitting for all subsequent park improvement work.

The Village Commons Park Improvement Project is a priority initiative aimed at enhancing recreational facilities and public spaces for our residents. Before design and construction activities can proceed, a comprehensive site assessment must be conducted.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, and the Finance Director.

FISCAL IMPACT:

The cost of Task Order No. 381 is \$45,174. Funds for this task order are allocated in the approved Village Capital Improvement Plan (CIP) budget for FY 24/25.

ATTACHMENTS:

1. Task Order No. 381 Design Build Services Agreement
2. Village Commons Survey Proposal 250304
3. Design Build Contract with Clear Span - Signed

EXHIBIT "A"

TASK ORDER No. 381

**CONTINUING PROFESSIONAL SERVICES
(DESIGN BUILD 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 **Clearspan Structures, LLC.**, a **Contractor** 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 **March 4, 2025** and services are generally described as: **Due Diligence Survey** (the "Project").

2.0 Scope

Under this Task Order, the CONTRACTOR will provide the VILLAGE with **Due Diligence Survey** 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 **120** 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 **\$45,174**. 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 **Seth Ford**, phone (**561-803-8100** _____; email: **sford@cssbuilds.com** _____; and, the Project Manager for the

VILLAGE is Juan Ruiz, phone: 561-584-8200 ; email: jcruiz@vpsfl.org .

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 (**Design-Build** Services) based on RFQ#24-**2024R-003** between the VILLAGE and the CONTRACTOR, dated **November 14, 2024** ("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. **381** 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:

By:  _____
LEO

Print Name: HARRY R DARLING

Title: CEO

[Corporate Seal]



2000 Avenue P, Suite 5, Riviera Beach, FL 33404
P: 561.803.8100 F: 561.803.8119

4 March 2025

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

Attn: Mr. Juan Ruiz

Re: Village Commons Park Improvements

Dear Mr. Ruiz,

Clear Span Structures, LLC is pleased to provide you with a proposal for the above-referenced project. This project will consist of the survey work as discussed during our last meeting on-site on 28 January 2025, and as further described in the clarifications.

Total: \$ 45,174
Forty-Five Thousand One Hundred Seventy-Four Dollars

Clarifications:

- Our proposal is based on the following:
 - **Site Work**
 - Providing surveying services as required to provide a current survey depicting the existing topography, improvements and known utilities based on available information.
 - Providing private locates for onsite utilities within the proposed work area.
 - Providing a title search of the affected parcels to determine any recorded easements.
 - Providing management and coordination of these services.

On behalf of **Clear Span Structures, LLC**, I would like to express our sincere appreciation for presenting us with the opportunity to become a part of your project. If you have any questions or require further information, please do not hesitate to call.

Sincerely,

Seth Ford

Vice President

DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD AGREEMENT (“**Agreement**”) is made and entered into this 14th day of November, 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 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 VILLAGE'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	\$1,000,000 per occurrence
(Products/completed operations	\$2,000,000 annual aggregate
Contractual, insurance broad form property, Independent Contractor, personal injury)	
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 Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

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
CRAN SPAN STRUCTURES LLC
2000 AVENUE P # 5
RIWIENA 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 Statutes, 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.

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SIGNATURE PAGE FOLLOWS

Design Build Contract with Clear Span

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzsk3YeBTtZQssKdu4tkL7UE8q4Tr7ypp

"Design Build Contract with Clear Span" History

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-  Signer christy@torcivialaw.com entered name at signing as Christy Goddeau
2025-01-15 - 8:58:06 PM GMT- IP address: 173.162.99.81
-  Document e-signed by Christy Goddeau (christy@torcivialaw.com)
Signature Date: 2025-01-15 - 8:58:08 PM GMT - Time Source: server- IP address: 173.162.99.81
-  Agreement completed.
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Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, emergencies can occur at any time that require police services, and when an emergency occurs, the prompt response of police officers is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Palm Springs police communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services, as well as the single vital link for our police officers by monitoring their activities by radio, providing them with information, and ensuring their safety; and

WHEREAS, each telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year, and the Village wishes to honor the men and women whose diligence and professionalism keep our Village and citizens safe.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of April 13-19, 2025 as:

“Public Safety Telecommunicators Week in Palm Springs”

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

Mayor Beverly Smith

Date April 10, 2025



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, campuses, and inclusive places that foster a sense of belonging and community; and

WHEREAS, today's libraries provide access to computers and wi-fi, and their services extend far beyond the four walls of a building, and everyone is welcome to use their resources; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim April 06-12, 2025, as:

"National Library Week"

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

Mayor **Beverly Smith**

Date **April 10, 2025**



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which was called "ARBOR DAY"; and is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees truly represent the cycles of life, enhance and vitalize the economics of our business areas, increase property values and, bring overall beauty to our Village; and

WHEREAS, the Village of Palm Springs has been recognized as a **TREE CITY, U.S.A.** through the National Arbor Day Foundation every year since 1991; and desires to continue its tree-planting practices by planting a Grape Myrtle tree at Village Hall by the Utilities Drive-Thru area, at 226 Cypress Lane, in honor of National Arbor Day.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, urge all our residents to plant trees and support efforts to protect our trees and woodlands for our future generations and do hereby proclaim April 25, 2025, as:

"ARBOR DAY IN PALM SPRINGS"

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

Mayor **Beverly Smith**

Date **April 10, 2025**





Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Administration

ITEM #12: Palm Springs 2024-2025 Community Survey - The National Community Survey/Polco

SUMMARY: Mr. Brandon Barnett and Steven Vickers, Survey Specialists with the National Research Center/Polco, will summarize the 2024-2025 Community Survey findings.

In the future, Village surveys will be administered every 3–4 years, with a shorter version offered in various formats for evaluation. The National Community Survey conducted in 2022 will serve as a benchmark for this year's survey. The advanced report will also include comparisons with other communities that have previously conducted the National Community Survey.

The community survey was initially scheduled for September to November 2024; however, due to low response rates from randomly selected households and the open participation survey, the survey period has been extended to remain open until February 28, 2025.

FISCAL IMPACT:

There is no fiscal impact resulting from this presentation.

ATTACHMENTS:

1. Palm Springs 2024/2025 Community Survey - The NCS Report
2. NEED Scientific/Random Sample Responses vs Open Participation Responses - Comparison Palm Springs 2022
3. Council FAQ - NCS
4. The NCS Instrument Palms Springs, FL 2024 Final

Palm Springs, FL

The National Community Survey

Report of Results
2025

Report by:



Visit us online!
www.polco.us



National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Palm Springs. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement



POWERED BY POLCO



The NCS survey questions and outreach are standardized to assure high-quality survey methods and comparable results across communities. Survey responses in the Village of Palm Springs were collected from September 20, 2024 to February 28, 2025. Two methods were used to solicit participation: a random sample mailed survey and an open participation survey available to all residents. The open participation survey results were combined with responses from the probability sample survey, for a total of 244 completed surveys.



How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC's database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Palm Springs's results are noted as being "higher" than the benchmark, "lower" than the benchmark, or "similar" to the benchmark, meaning that the average rating given by Palm Springs residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as "higher" or "lower" than the benchmark means that Palm Springs's average rating for a particular item was more than 10 points different than the benchmark. If a rating was "much higher" or "much lower," then Palm Springs's average rating was more than 20 points different when compared to the benchmark.

Trends over time

Trend data for Palm Springs represent important comparison data and should be examined for improvements or declines.¹ Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than 12 percentage points between the 2022 and 2025 surveys, the change is statistically significant.

1. In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Selecting survey recipients

All households within the Village of Palm Springs were eligible to participate in the survey. A list of all households within the zip codes serving Palm Springs was purchased from Polco's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the Village of Palm Springs households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the Village of Palm Springs boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within one of the four areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was randomly selected using the "birthday method". The birthday method selects a person within the household by asking the "person who most recently had a birthday" to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,000 randomly selected households received mailings beginning on September 20, 2024 and data collection for the survey remained open for 23 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. All follow-up mailings asked those who had not completed the survey to do so, and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

About 7% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,795 households that received the invitations to participate, 116 completed the survey, providing an overall response rate of 4%. Of the 116 responses, 98 were completed in English and 18 were completed in Spanish. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.²

It is customary to describe the precision of estimates made from surveys by a "level of confidence" and accompanying "confidence interval" (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents' opinions are relied on to estimate all residents' opinions. The margin of error for the Village of Palm Springs survey is no greater than plus or minus 9 percentage points around any given percent reported for all respondents (116 completed surveys).

In addition to the randomly selected "probability sample" of households, a link to an online open-participation survey was publicized by the Village of Palm Springs. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Palm Springs and also a question about where they heard about the survey. The open-participation survey was open to all village residents and became available on October 14, 2024. The survey remained open for 19 weeks. The 128 open participation survey responses were combined with the 116 responses from the probability sample survey, for a total of 244 completed surveys. As part of this process, comparisons were made between the two datasets to determine if any major differences were present. The combined dataset was then weighted to ensure demographic and geographic representativeness. The results in this report are based on the responses from both data collection efforts.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a "key and verify" method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the

original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2023 American Community Survey estimates for adults in the Village of Palm Springs. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.³ The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target ⁴
Age	18-34	14%	27%	30%
	35-54	37%	42%	41%
	55+	49%	31%	29%
Area	Ward 1	28%	22%	22%
	Ward 2	25%	25%	26%
	Ward 3	32%	29%	29%
	Ward 4	16%	23%	23%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	61%	38%	37%
	Yes, I consider myself to be of Hispanic, Latino/a..	39%	63%	63%
Housing tenure	Own	74%	46%	47%
	Rent	26%	54%	53%
Housing type	Attached	45%	67%	67%
	Detached	55%	32%	33%
Race & Hispanic origin	Not white alone	48%	80%	81%
	White alone, not Hispanic or Latino	52%	21%	19%
Sex	Man	32%	51%	52%
	Woman	68%	51%	48%
Sex/age	Man 18-34	6%	13%	16%
	Man 35-54	12%	23%	21%
	Man 55+	15%	15%	15%
	Woman 18-34	9%	15%	14%
	Woman 35-54	26%	21%	20%
	Woman 55+	32%	15%	14%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The Village of Palm Springs funded this research. Please contact Kimberly Glas-Castro of the Village of Palm Springs at kglascastro@vpsfl.org if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged. **Non-response error** arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than those who did respond. **Coverage error** refers to the possibility that some respondents that should have been included in the surveyed population were not (e.g., for a general resident survey, USPS mailing lists may exclude certain types of housing units, such as multi-family buildings where mail is delivered to a common area rather than to a specific unit (though this is rare), or where mail is received at a PO box instead of the at household's physical location. Finally, **recall bias** occurs when respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events), and **social desirability bias** may cause respondents to answer in ways they think cast their responses in a more favorable light.

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

2. See AAPOR's Standard Definitions for more information at <https://aapor.org/standards-and-ethics/standard-definitions/>
3. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from <https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf>
4. Targets come from the 2020 Census and 2023 American Community Survey

Key Findings

Highest-performing areas:

- Overall confidence in Palm Springs government received strong ratings from about 7 in 10 respondents, higher than the national average.
- Survey items related to public involvement were positively reviewed: Approximately 7 in 10 survey respondents applauded treating all residents fairly and being open and transparent to the public. Informing residents about issues facing the community received high marks from approximately two thirds of community members.
- Safety remains a strength in Palm Springs, and most residents indicated that they felt safe in their neighborhood during the day (86% very safe or somewhat safe), in Palm Springs' downtown/commercial area during the day (86%), and from violent crime (86%). Ratings for feeling safe from fire, flood, or other natural disaster and fire prevention and education received high marks and increased significantly since 2022.
- Palm Springs saw upward trends in items related to culture and community including:
 - Community support for the arts (64% excellent or good)
 - Opportunities to attend special events and festivals (74%)
 - Residents' connection and engagement with their community (57%)
 - Attracting people from diverse backgrounds (90%)

Focus areas:

- Though the expected positive impact of the economy on residents' family income in the next 6 months saw a statistically significant upward trend, several other economy-related items experienced a downward trend, including:
 - Palm Springs as a place to work (61% excellent or good)
 - Economic development (52%)
 - The variety of business and service establishments (63%)
 - Employment opportunities (47%)
 - Shopping opportunities (35%)
- Many aspects of health and wellness received lower ratings, such as health services (65% excellent or good). Additionally, ratings were relatively low for the availability of affordable:
 - quality food (50%)
 - affordable quality health care (49%)
 - preventative health services (57%)
 - and quality mental health care (52%)
- Residents offered high ratings of importance (85% essential or very important) and relatively low ratings of quality (66% excellent or good) to the community design in Palm Springs, suggesting this is a priority and opportunity for growth for the community. The overall design or layout of residential and commercial areas (66%) and your neighborhood as a place to live (68%) experienced statistically significant declines from the previous survey iteration.

Other notable results:

- In a question specific to Palm Springs, participants showed the most agreement with the following statements:
 - The Village Quarterly (printed) newsletter and electronic news updates keep residents informed of Village efforts and community events (84% strongly agree or agree)
 - The Palm Springs Library provides sufficient educational resources for children and parents (84%)
 - The Palm Springs Library provides the books, materials, digital content, and activities that residents want (80%)
- When asked about statements regarding the Palm Springs Police Department, community members agreed that the Village Police Department meets their expectations for a community police department (85% strongly agree or agree), Palm Springs Police Officers are friendly and accessible (77%), and the Palm Springs Police Department is responsive to their requests/needs (78%).

Areas of greatest change since 2022:

Of the 123 evaluative questions included on both the 2022 and current survey iterations, 90 were statistically similar to previous results. Upward trends were seen in 9 items, while 22 ratings decreased since 2022. Changes are considered statistically significant if the 2025 rating was +/- 12% from the previous survey effort. The most significant of those trends are listed below...

Increases

- Fire prevention and education (+23%)
- Recreation programs or classes (+18%)
- Opportunities to attend special events and festivals (+14%)
- Expected positive impact of the economy on residents' family income (+13%)
- Recreation centers or facilities (+13%)

Decreases

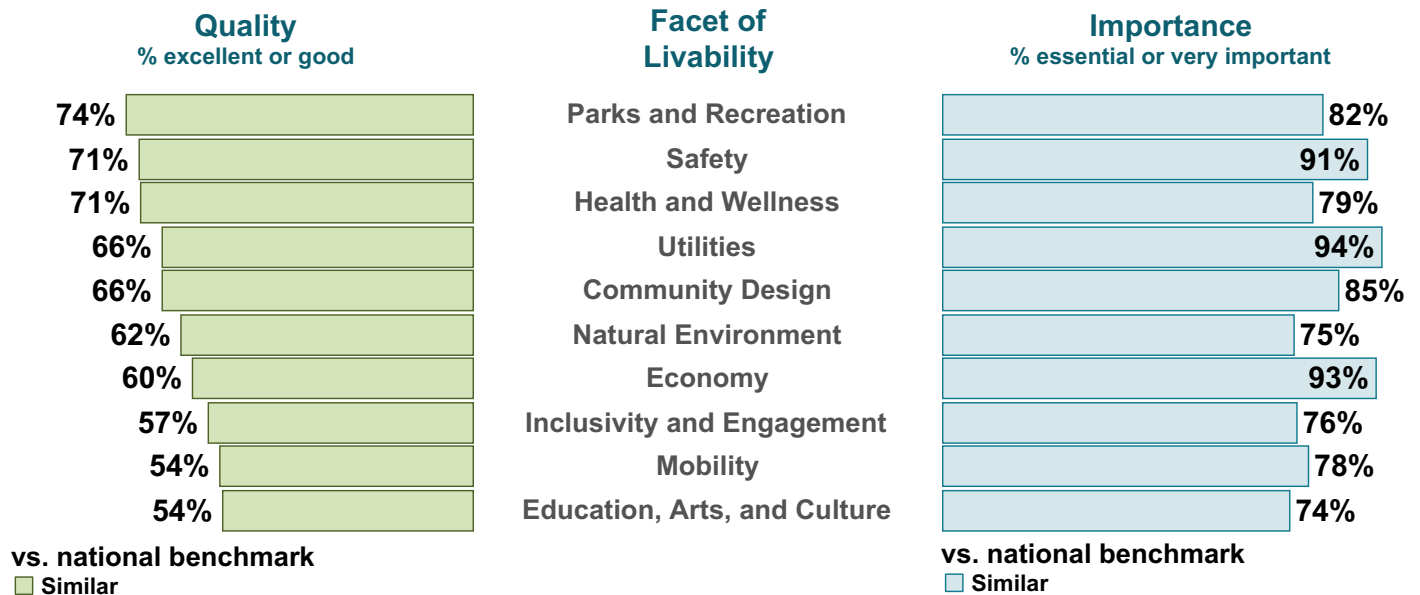
- Street repair (-27%)
- Overall image or reputation of Palm Springs (-23%)
- Palm Springs as a place to raise children (-19%)
- Availability of affordable quality health care (-17%)
- Employment opportunities (-15%)

Facets of livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

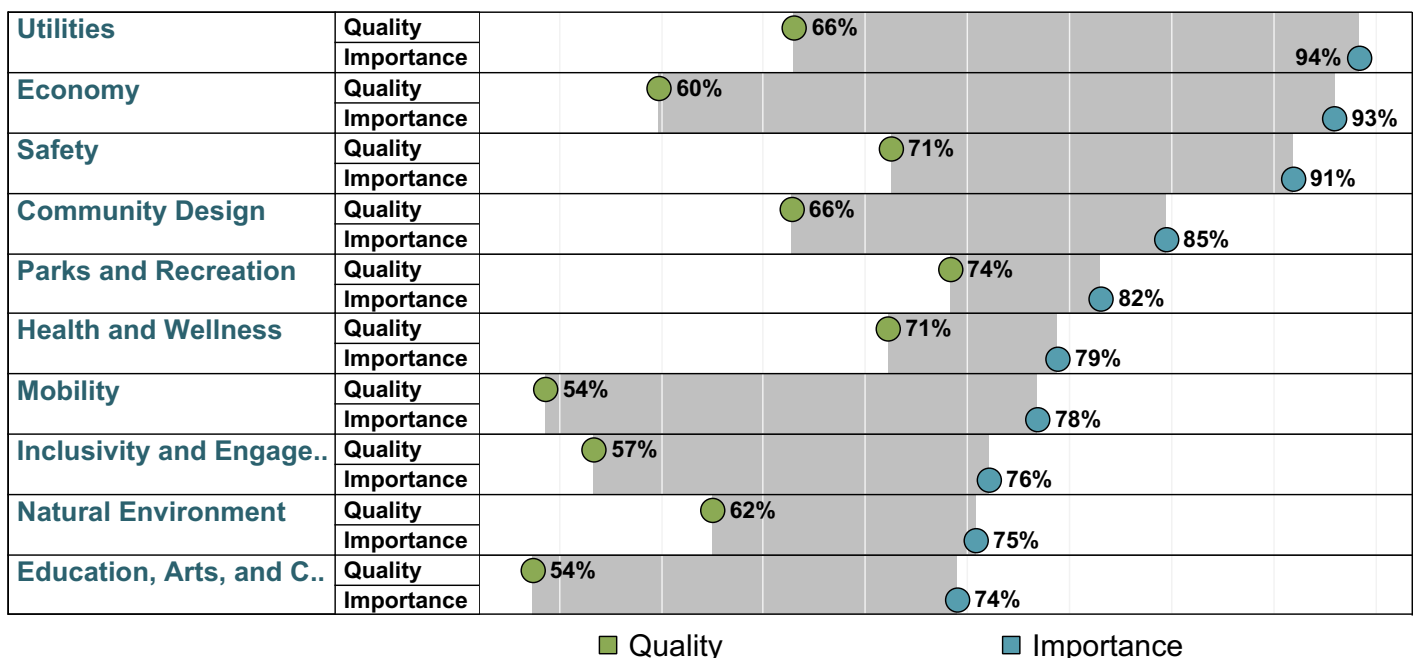
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher than communities across the country (the national benchmark).



Quality/Importance Gap Analysis

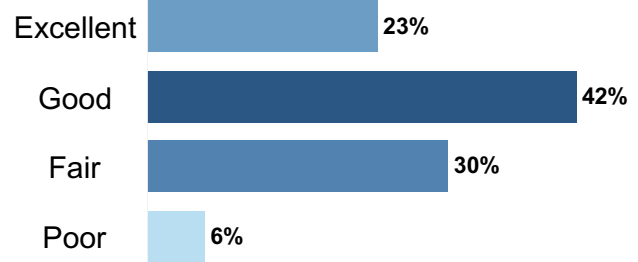
The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.



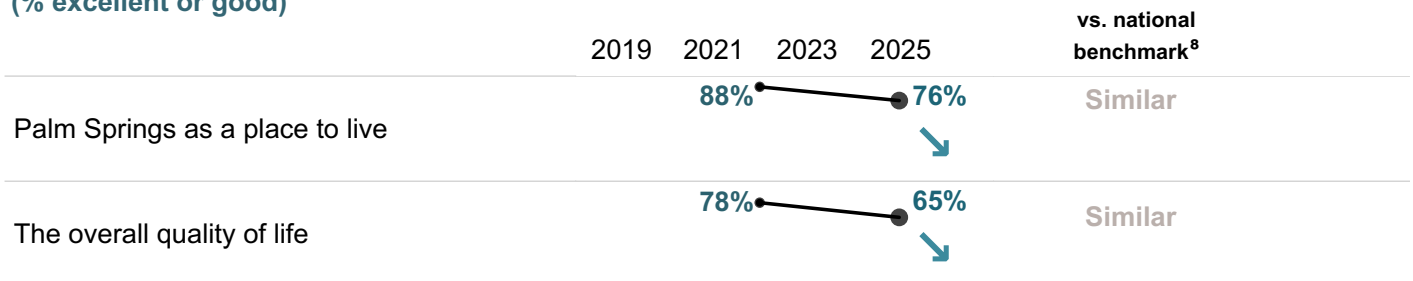
Polco
Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

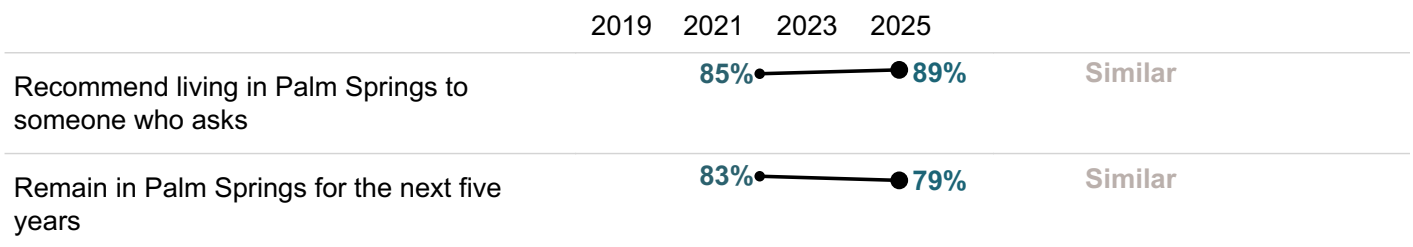
The overall quality of life in Palm Springs, 2025



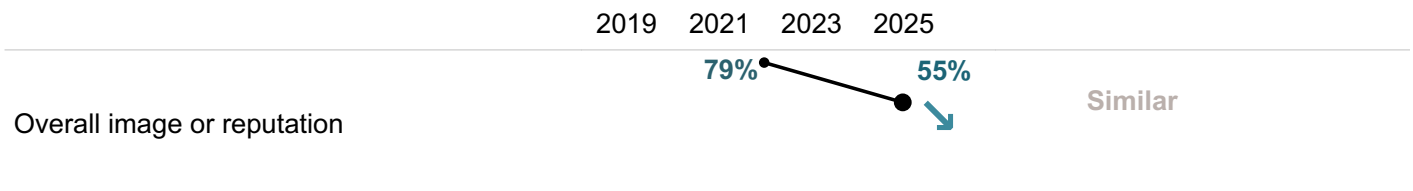
Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)



Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)



Please rate each of the following in the Palm Springs community.
(% excellent or good)

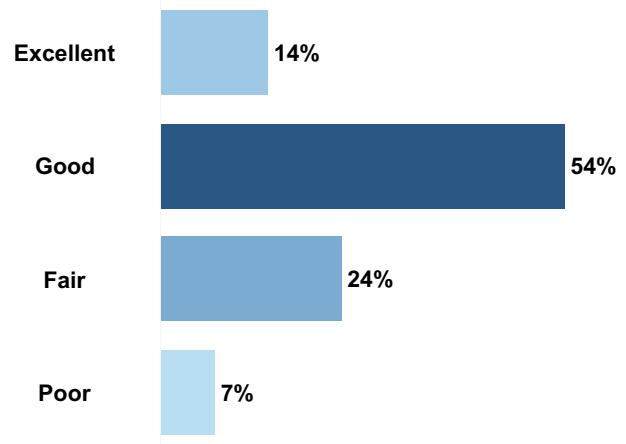


8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

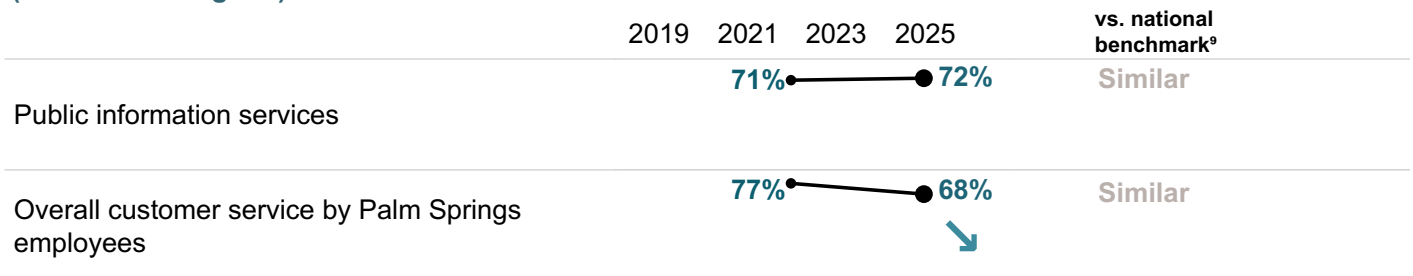
Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

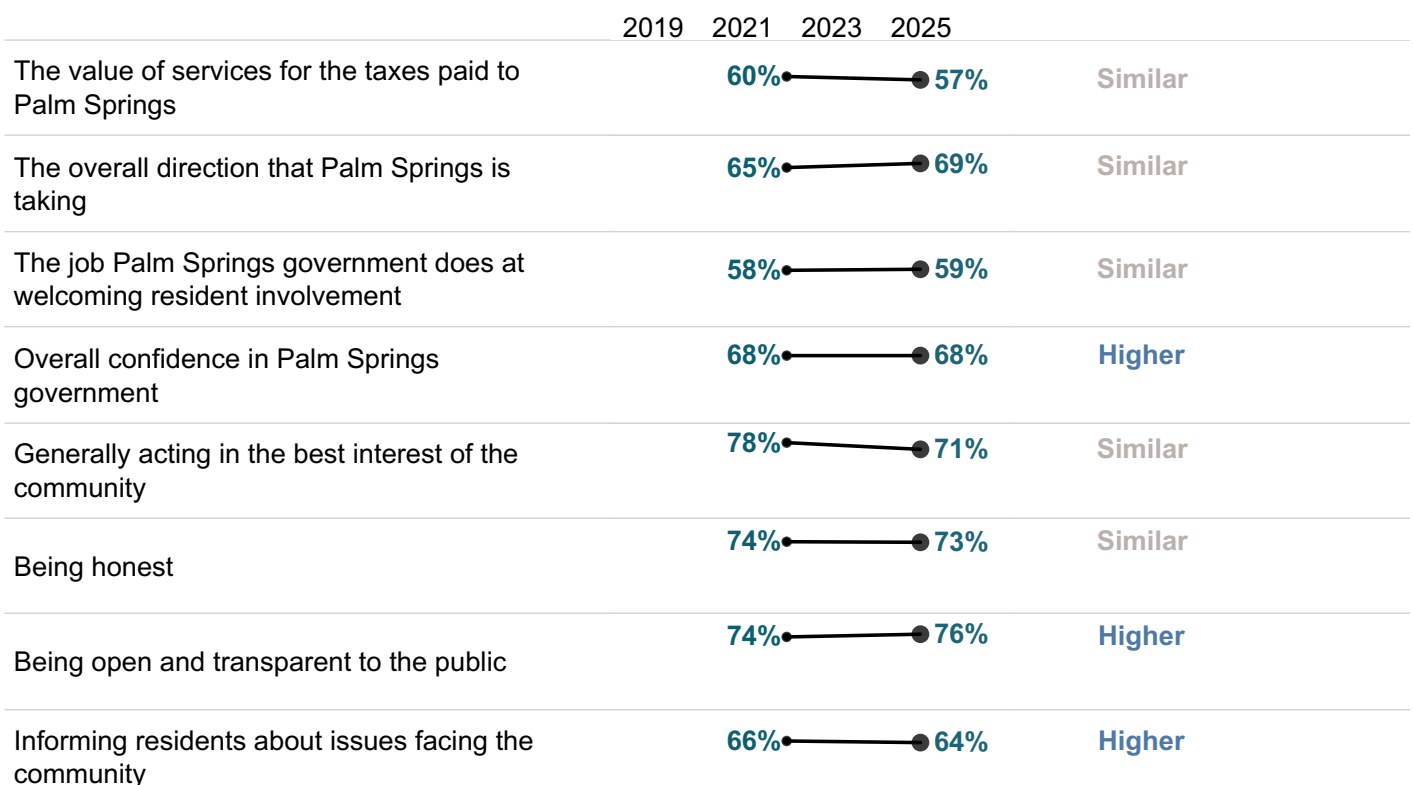
Overall confidence in Palm Springs government, 2025

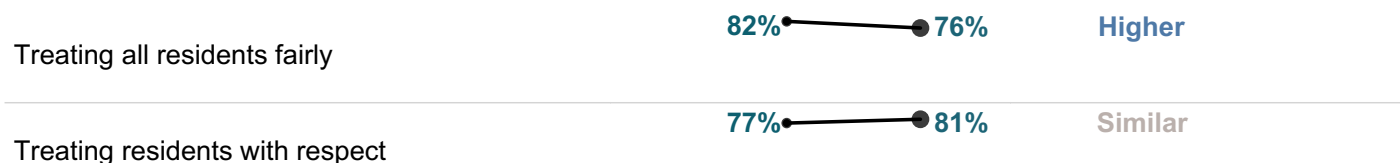


Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

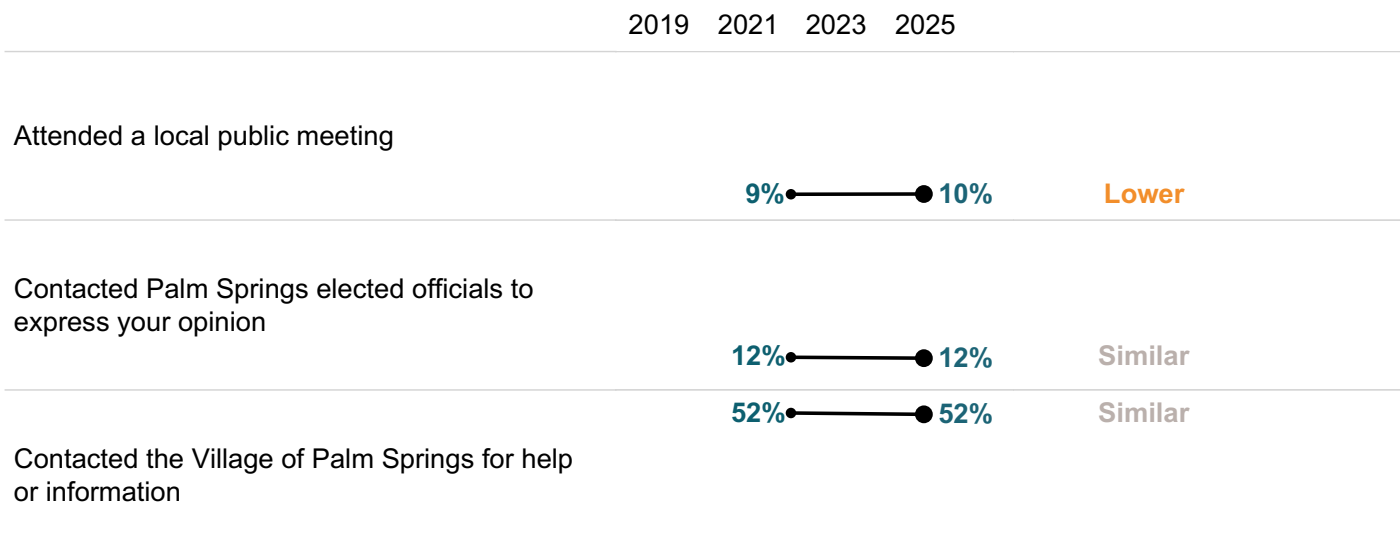


Please rate the following categories of Palm Springs government performance.
(% excellent or good)

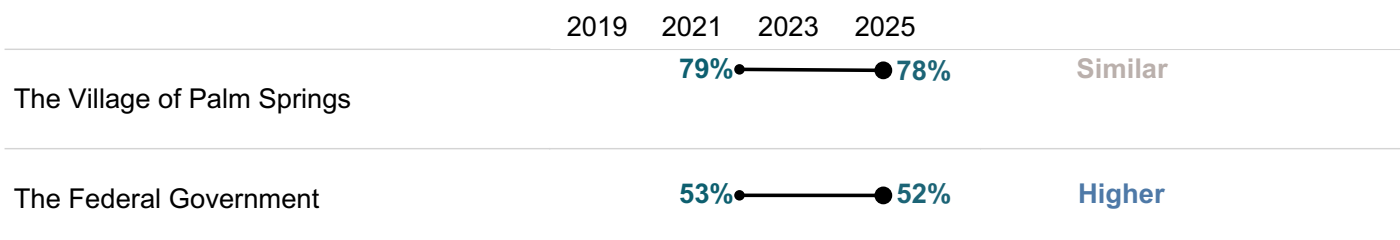




Please indicate whether or not you have done each of the following in the last 12 months.
(% excellent or good)



Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

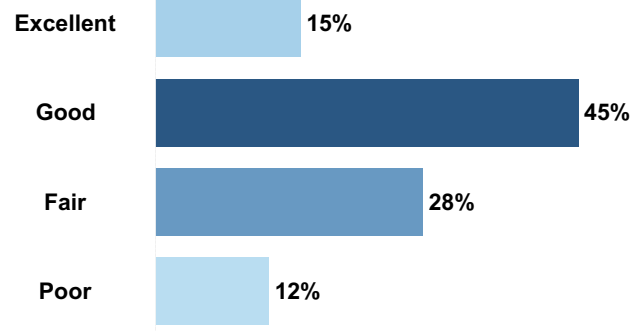


9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

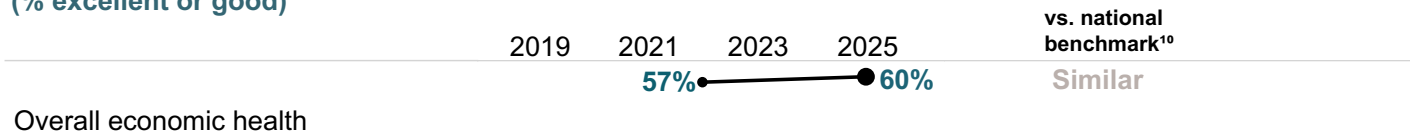
Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

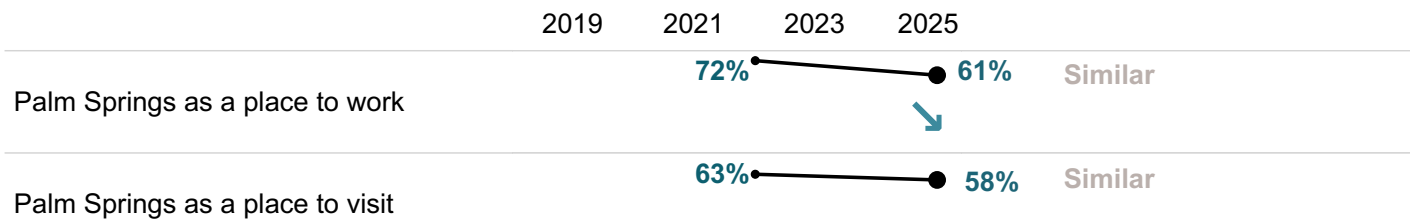
Overall economic health of Palm Springs, 2025



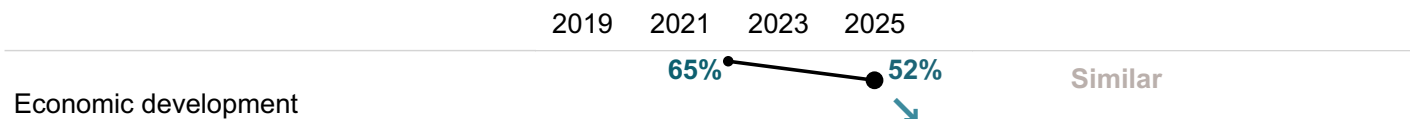
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



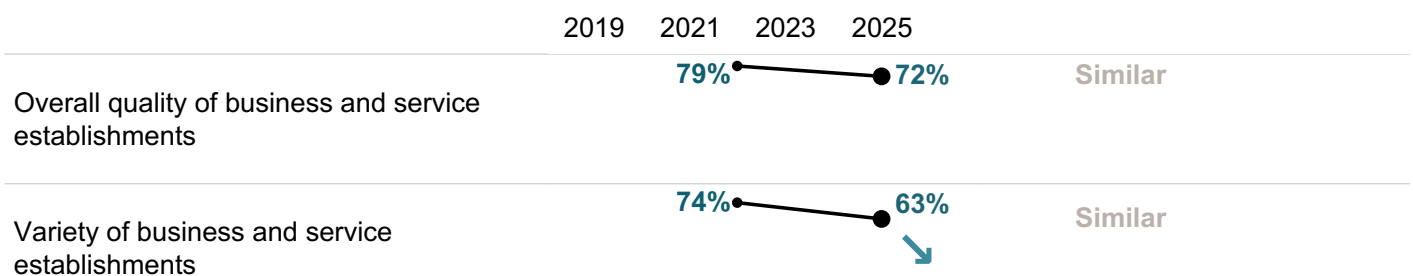
Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)

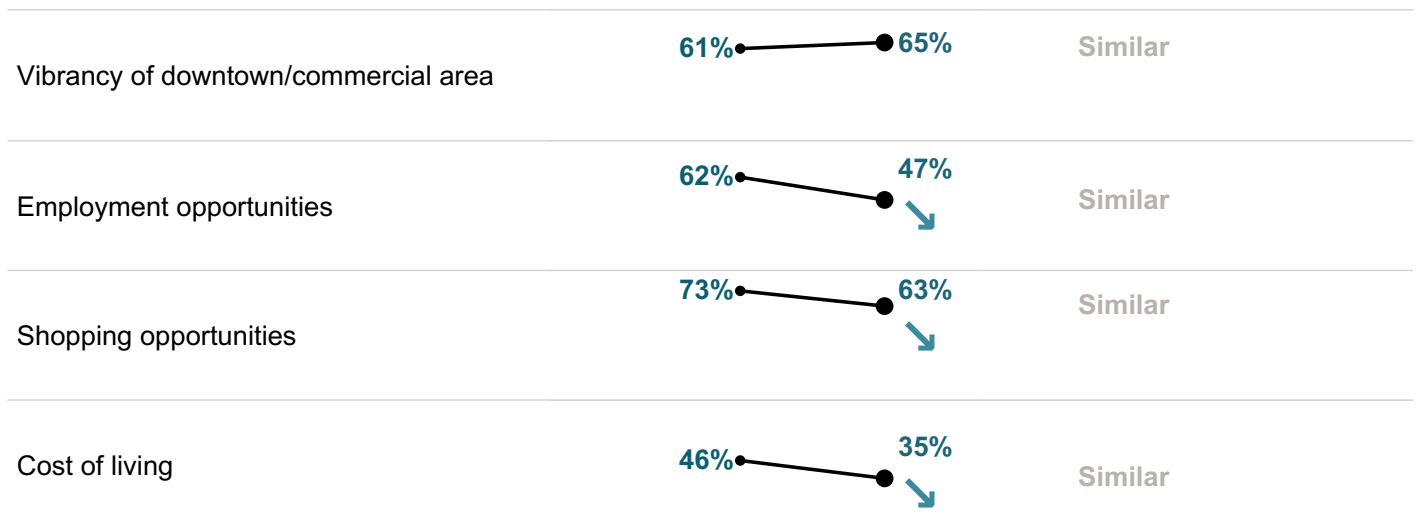


Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

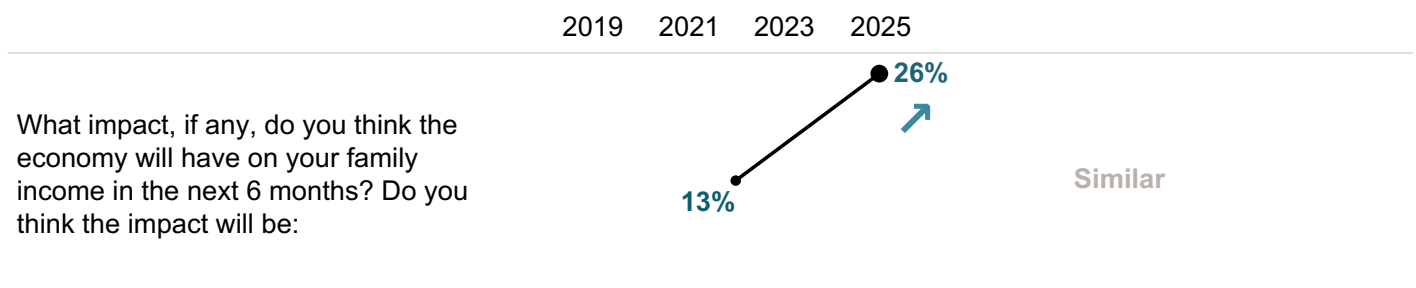


Please rate each of the following in the Palm Springs community.
(% excellent or good)





What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

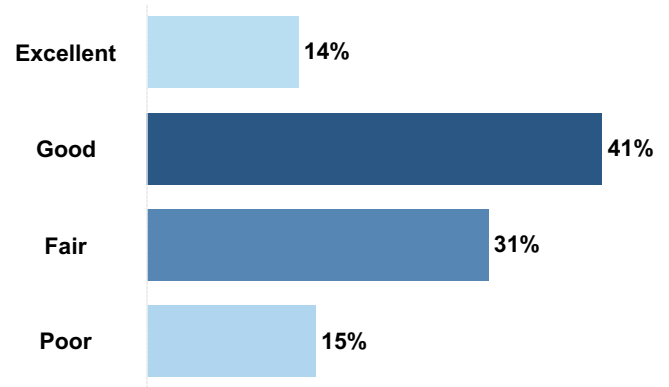


11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

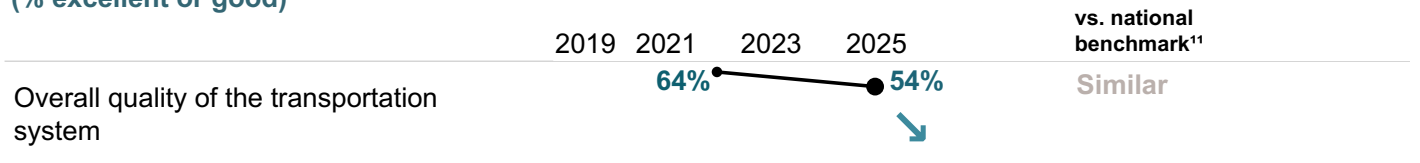
Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

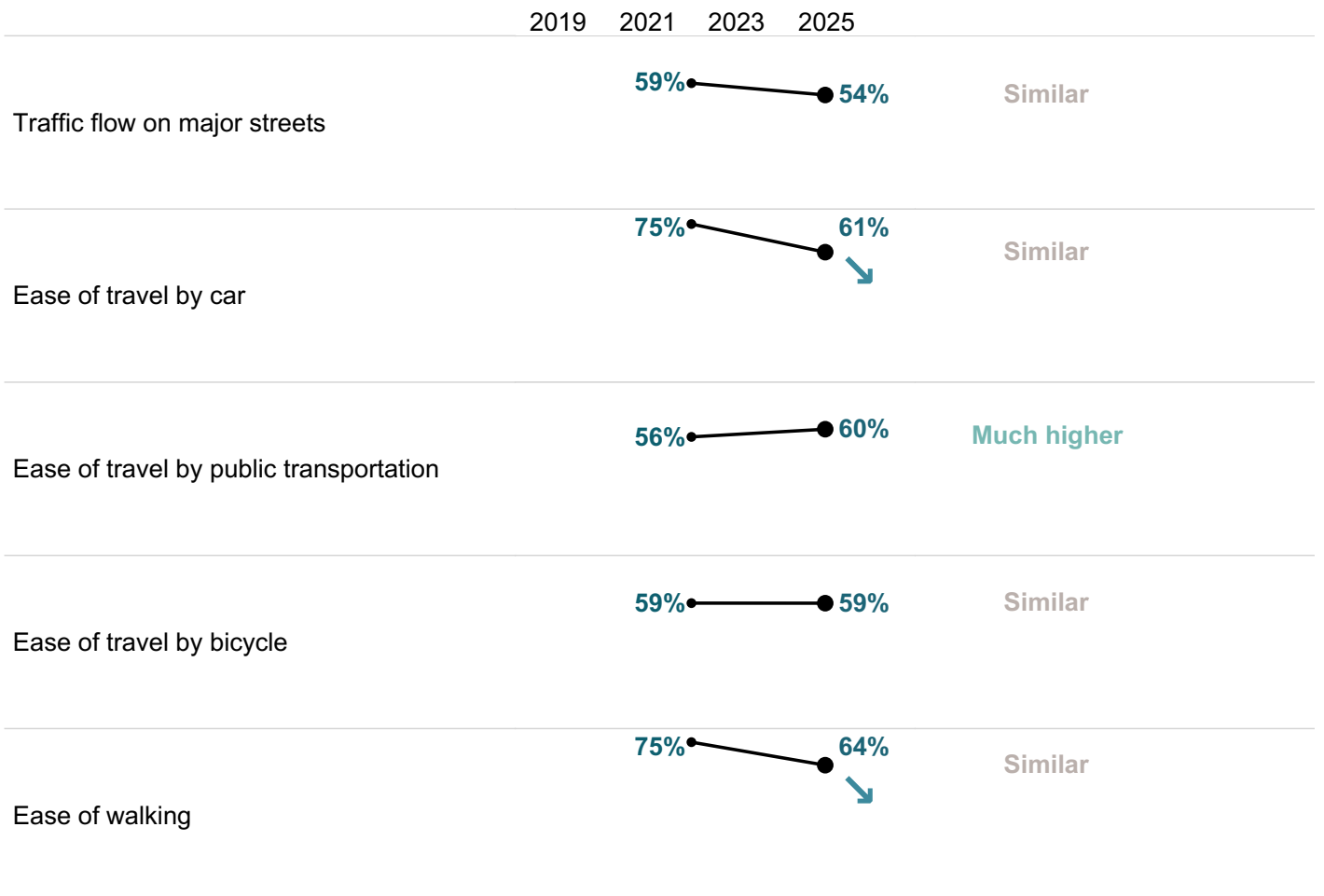
Overall quality of the transportation system in Palm Springs, 2025



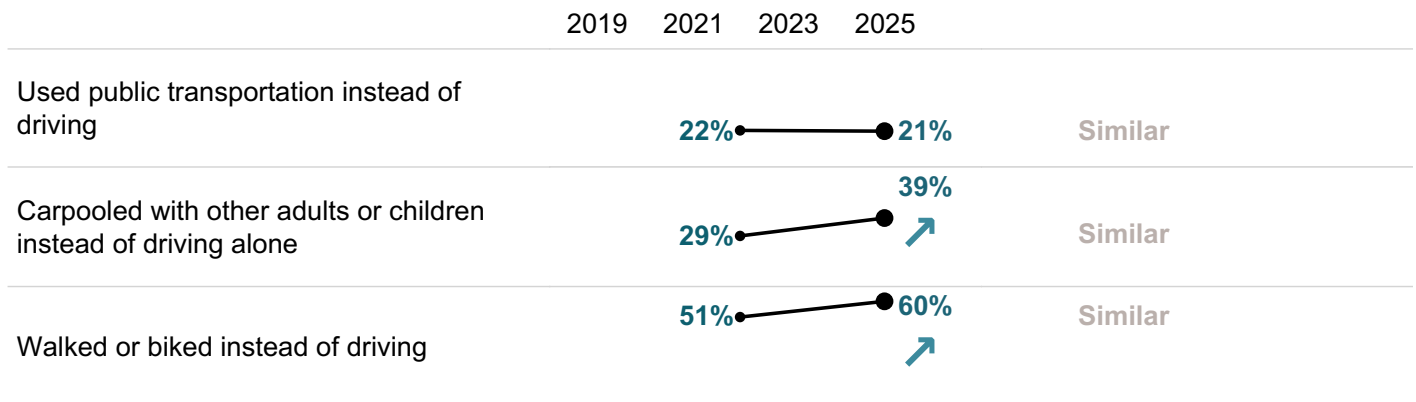
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



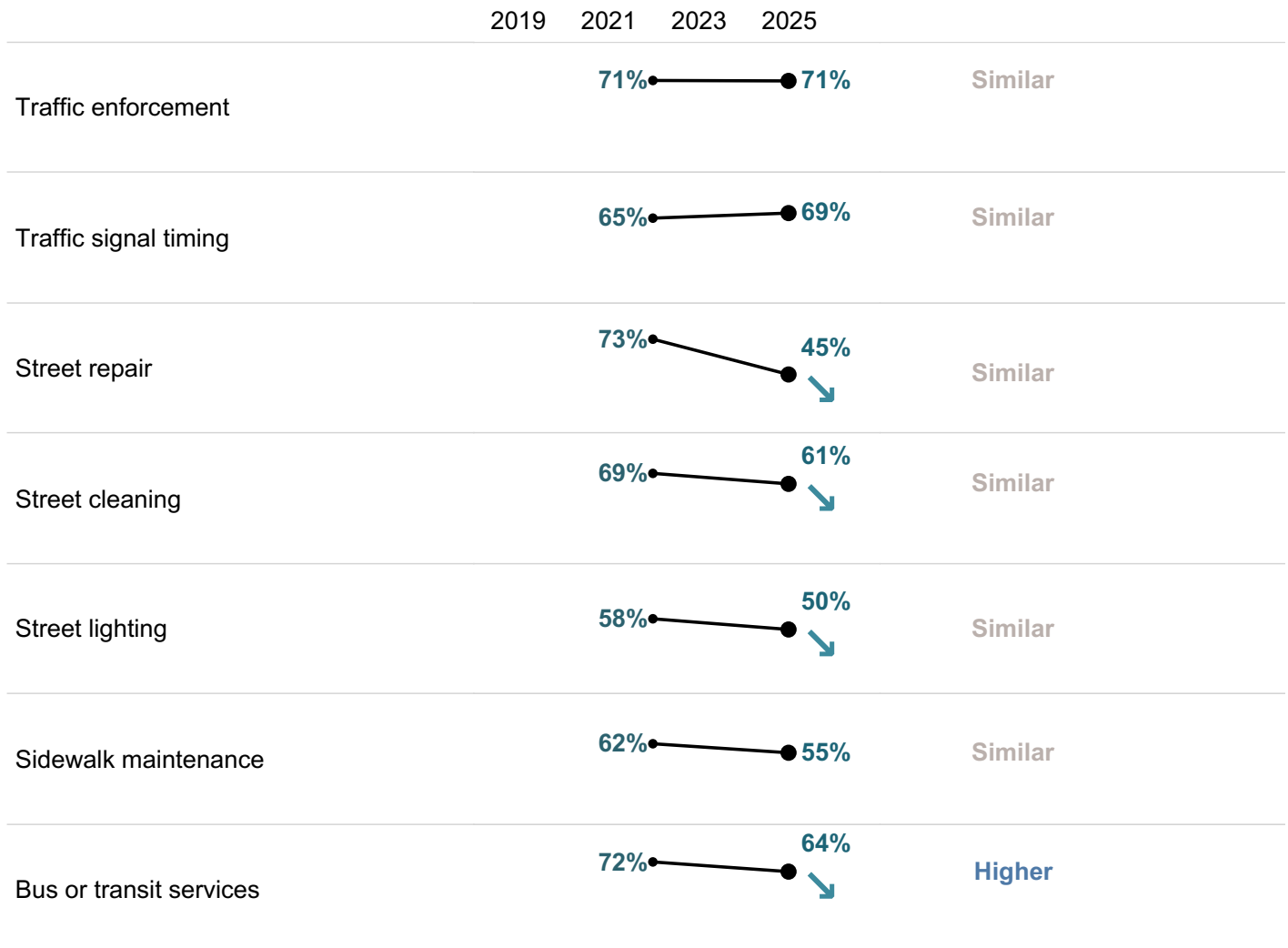
Please also rate each of the following in the Palm Springs community.
(% excellent or good)



Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

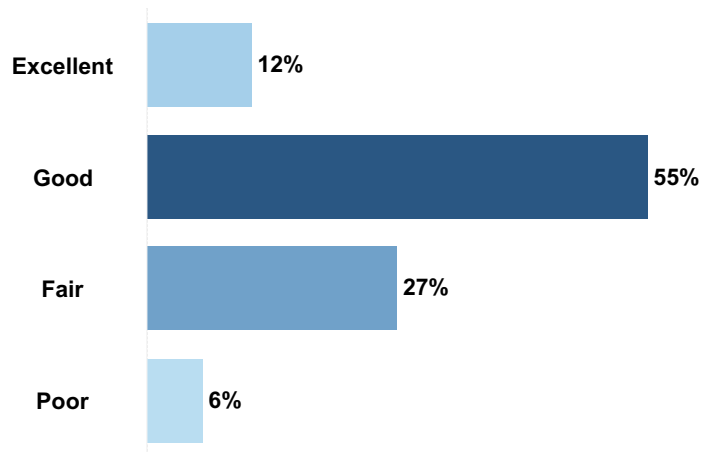


11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

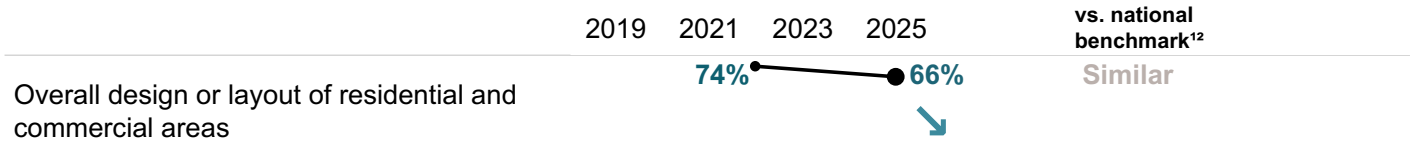
Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

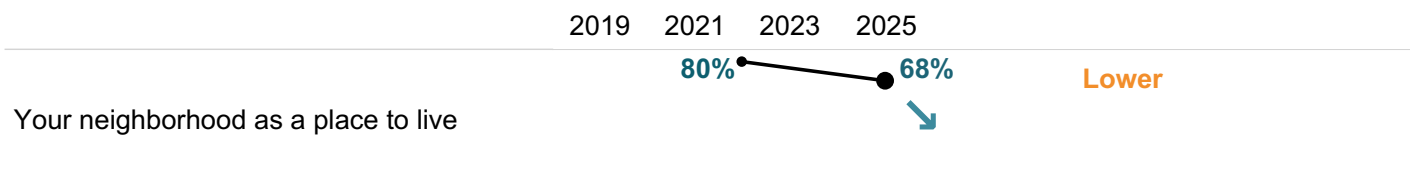
Overall design or layout of Palm Springs's residential and commercial areas, 2025



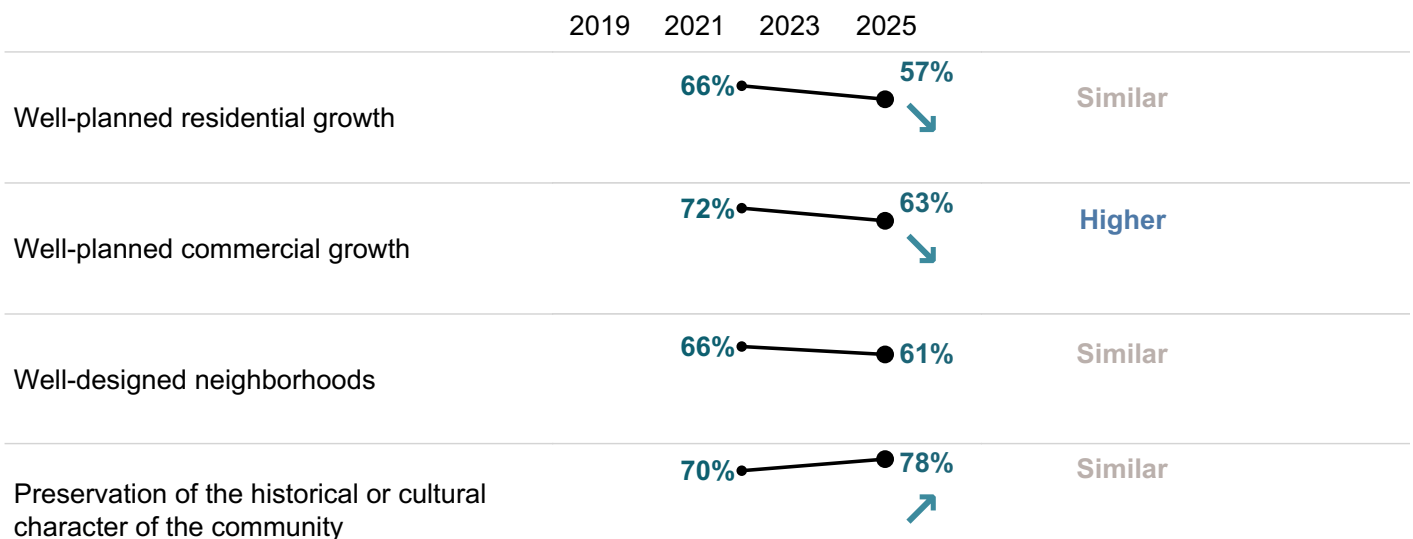
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)

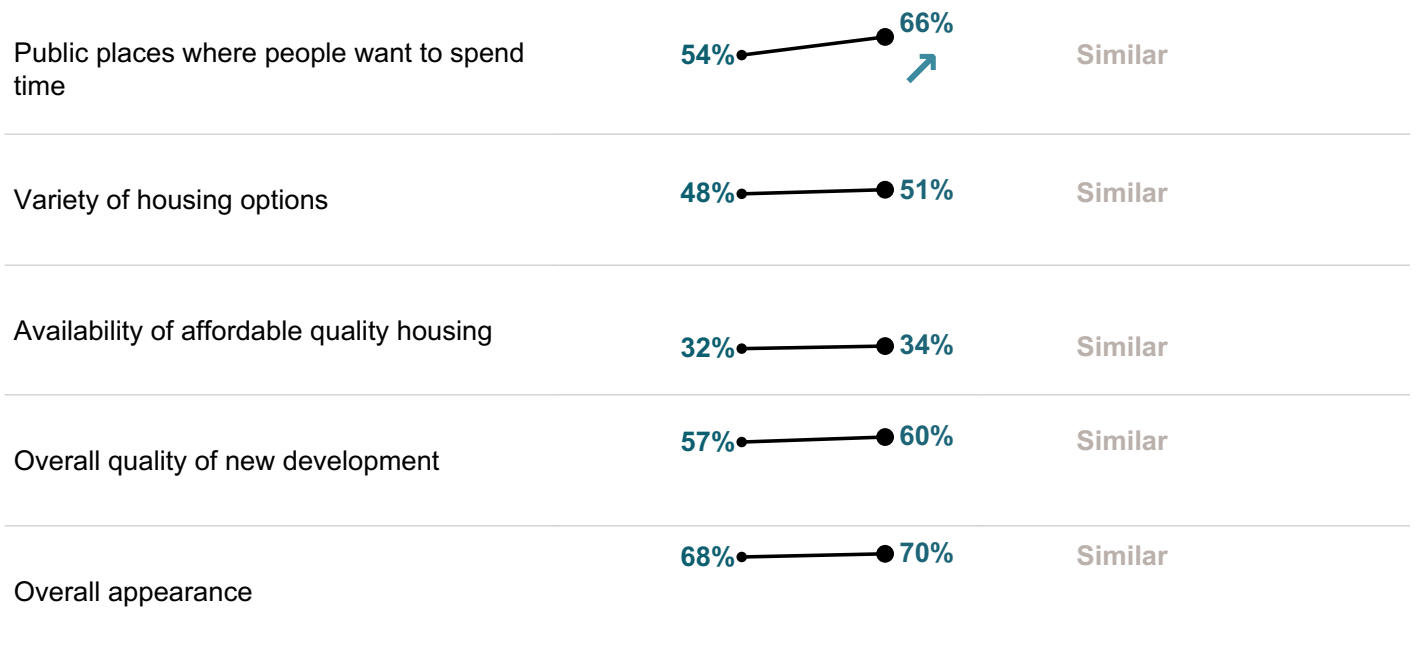


Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)

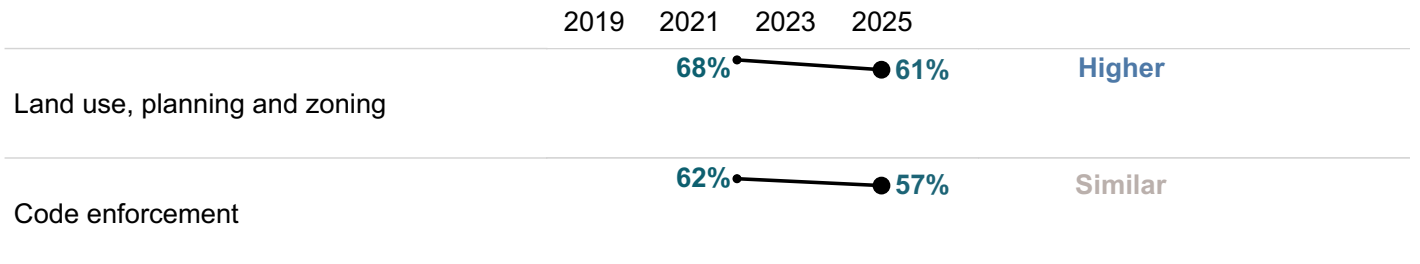


Please also rate each of the following in the Palm Springs community.
(% excellent or good)





Please rate the quality of each of the following services in Palm Springs.
 (% excellent or good)

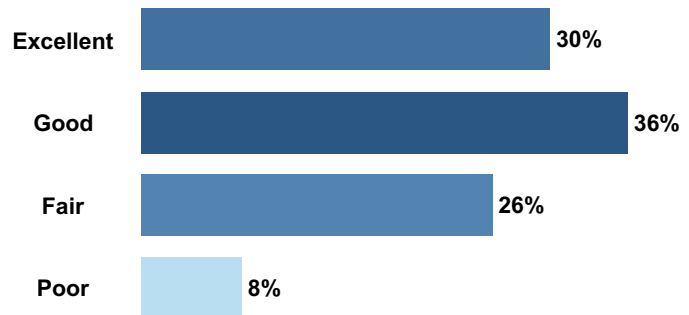


12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Utilities

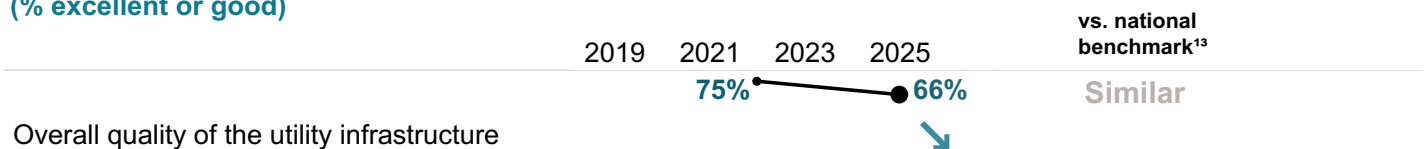
Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Palm Springs, 2025



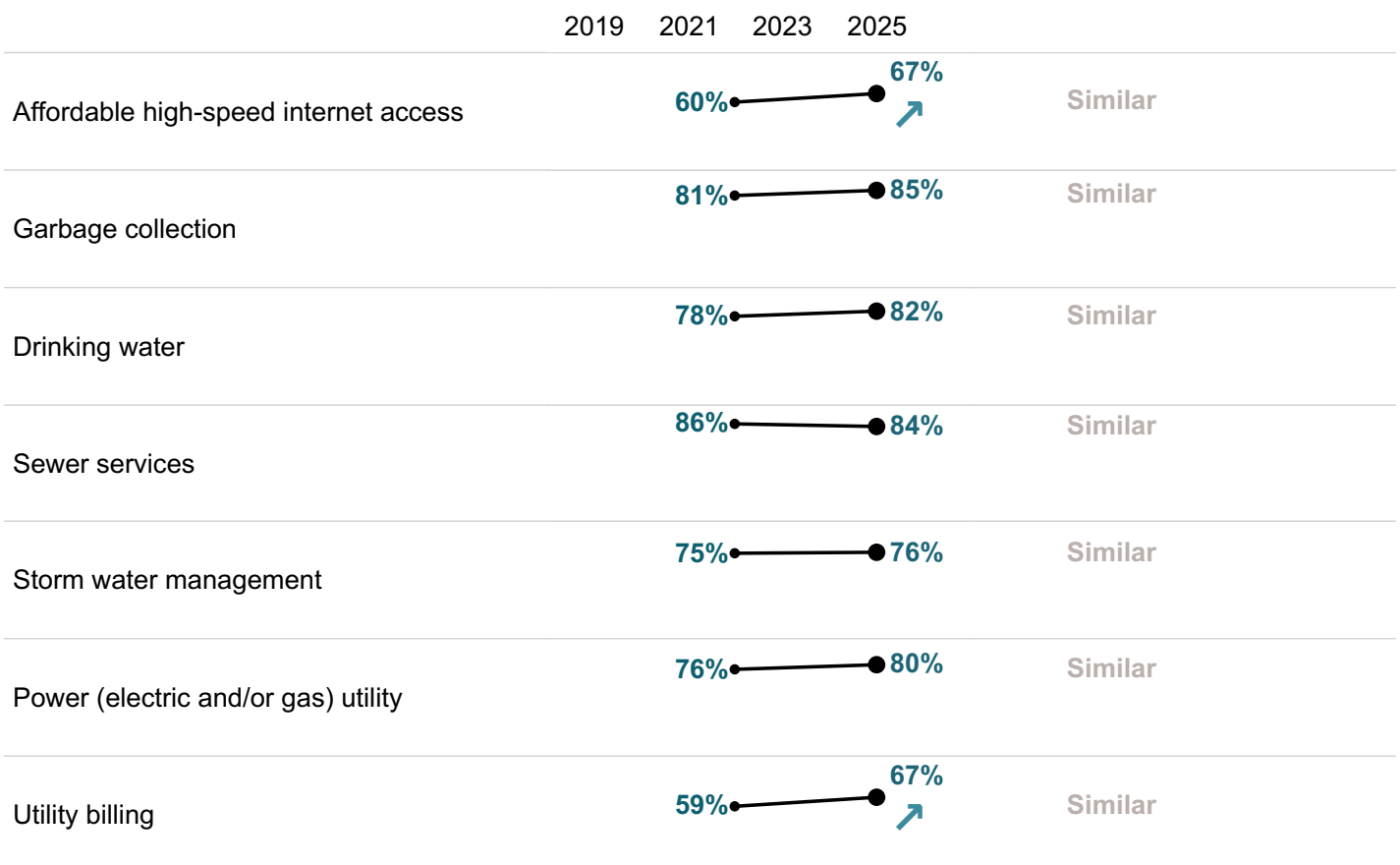
Please rate each of the following characteristics as they relate to Palm Springs as a whole.

(% excellent or good)



Please rate the quality of each of the following services in Palm Springs.

(% excellent or good)

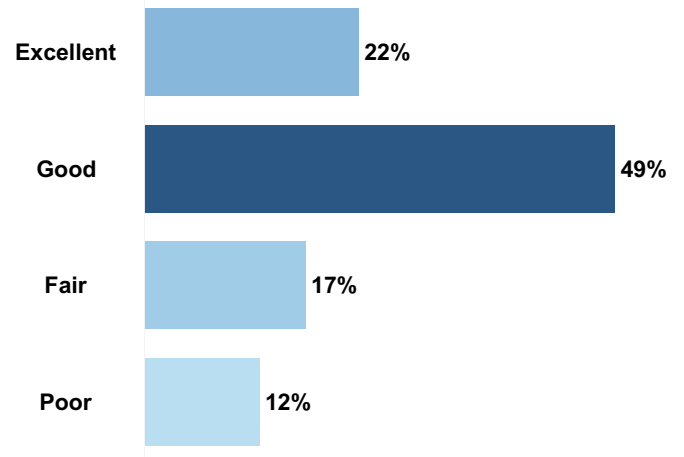


13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

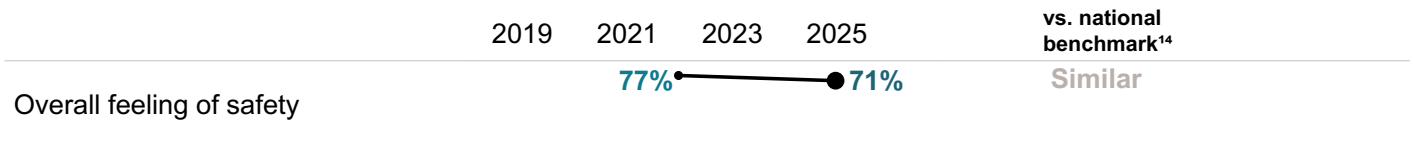
Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

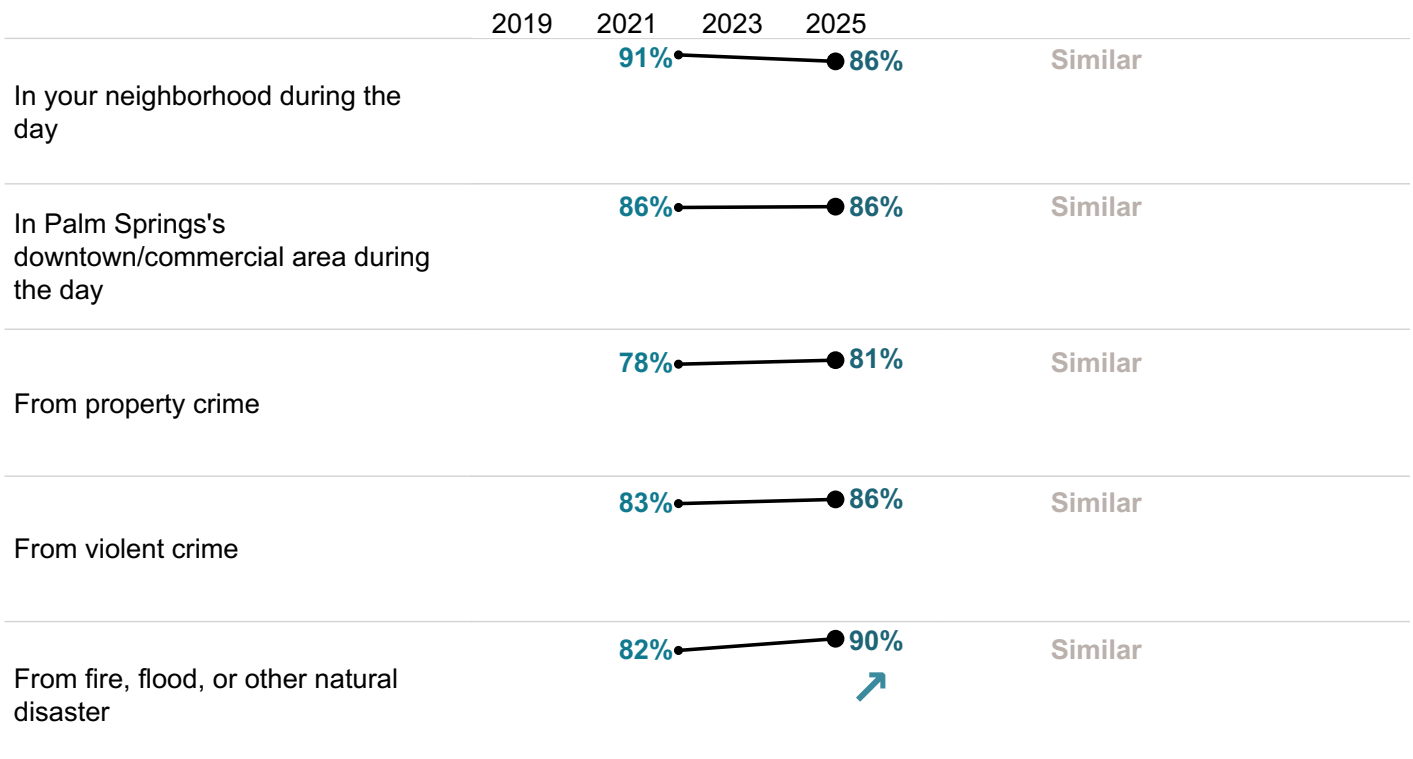
Overall feeling of safety in Palm Springs, 2025



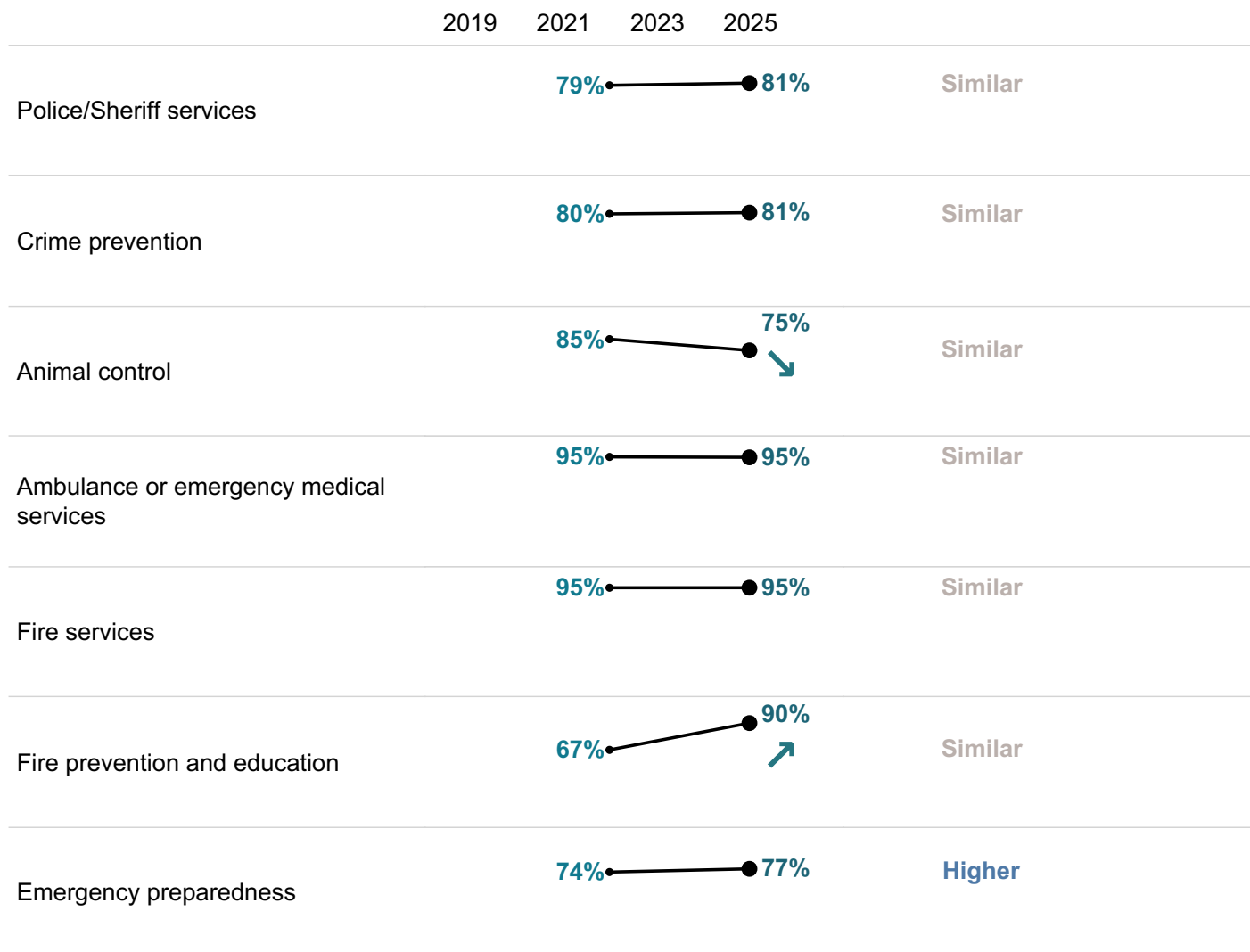
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



Please rate how safe or unsafe you feel:
(% very or somewhat safe)



Please rate the quality of each of the following services in Palm Springs.
 (% excellent or good)

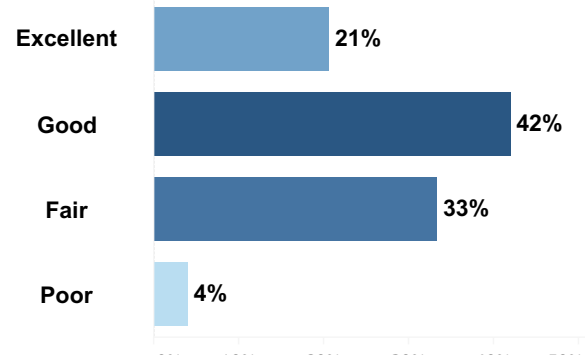


14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

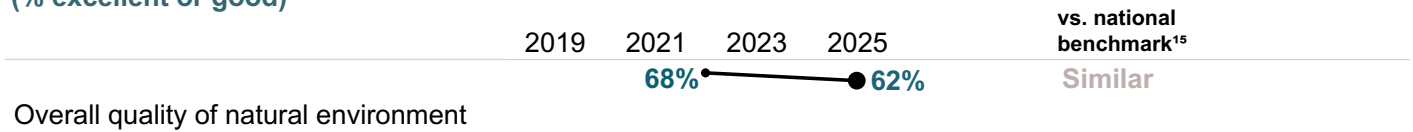
Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

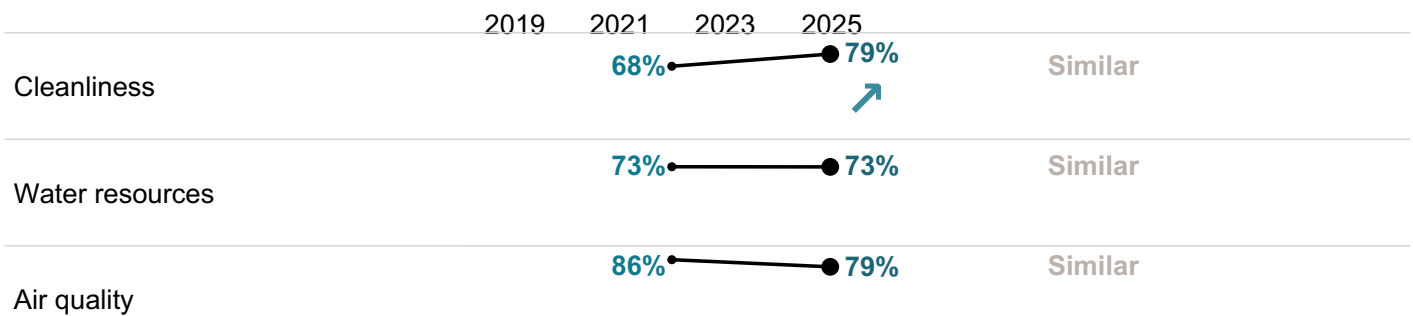
Overall quality of natural environment in Palm Springs, 2024



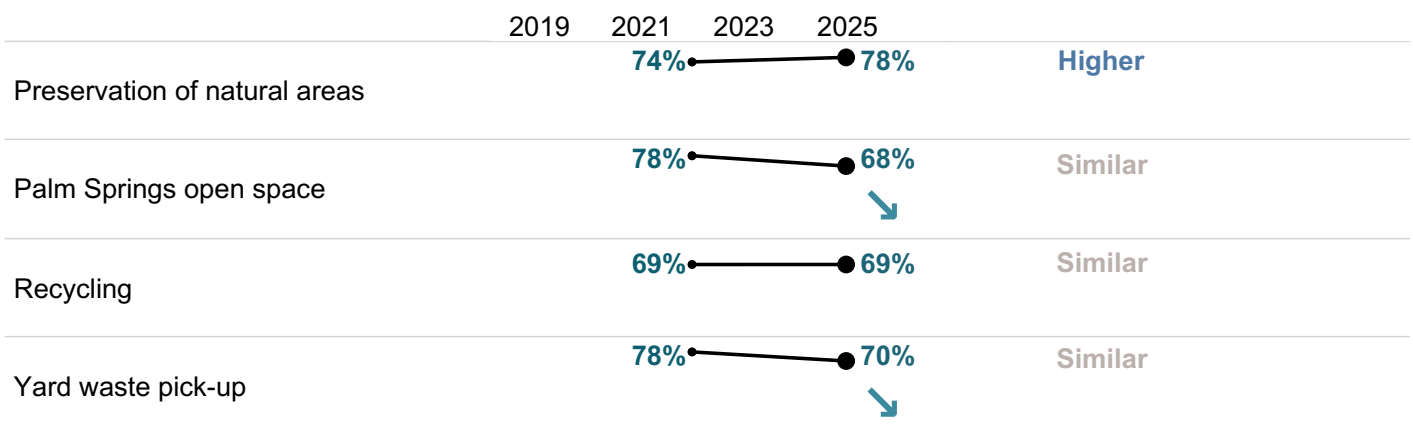
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



Please also rate each of the following in the Palm Springs community.
(% excellent or good)



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)



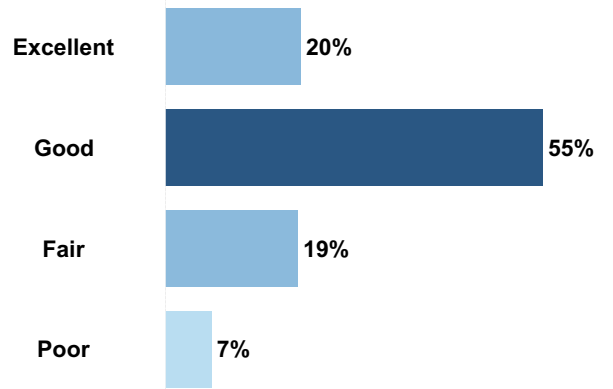
¹⁵. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Parks and Recreation

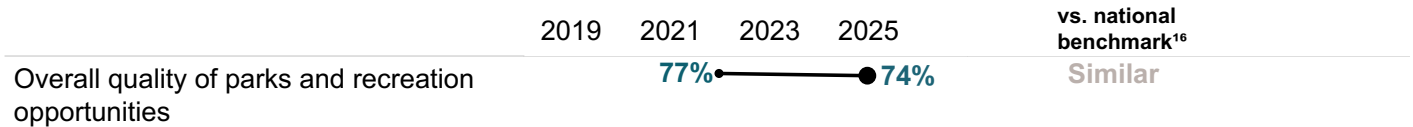
"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

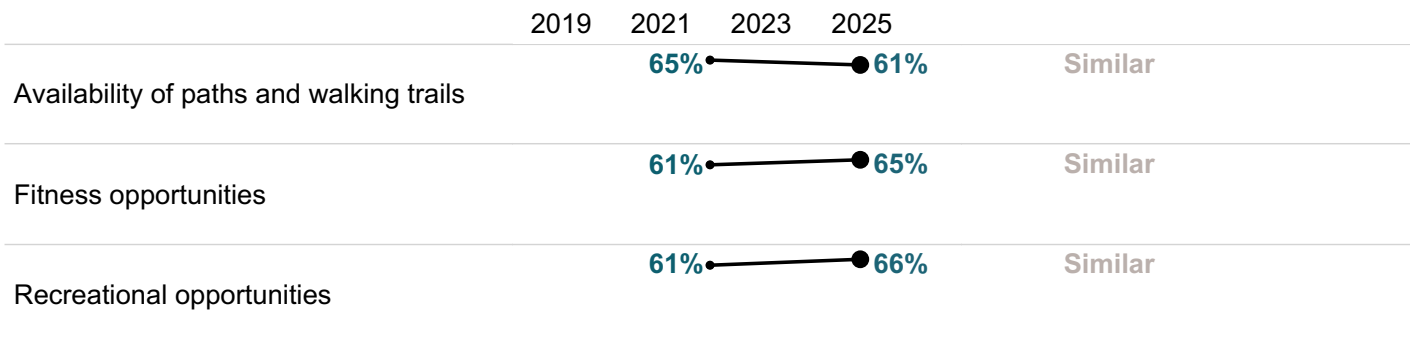
Overall quality of parks and recreation opportunities, 2025



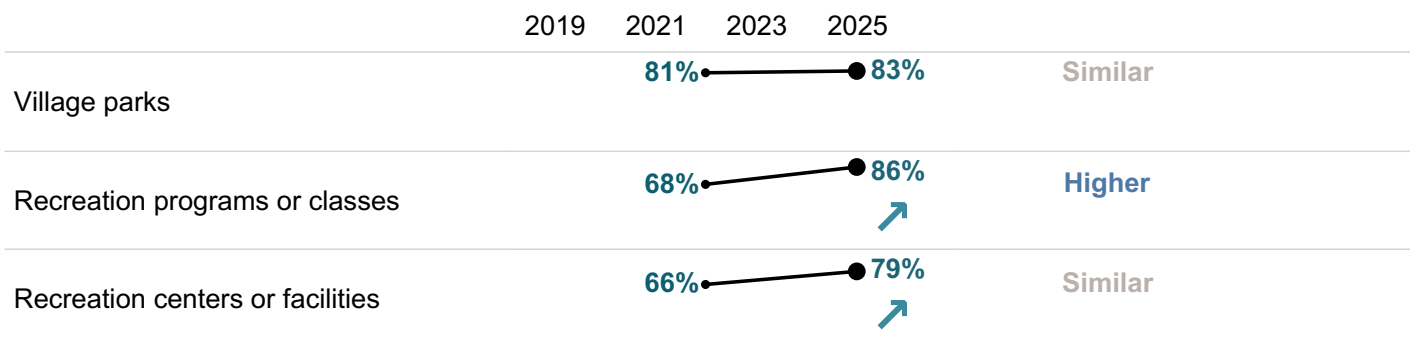
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



Please also rate each of the following in the Palm Springs community.
(% excellent or good)



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)

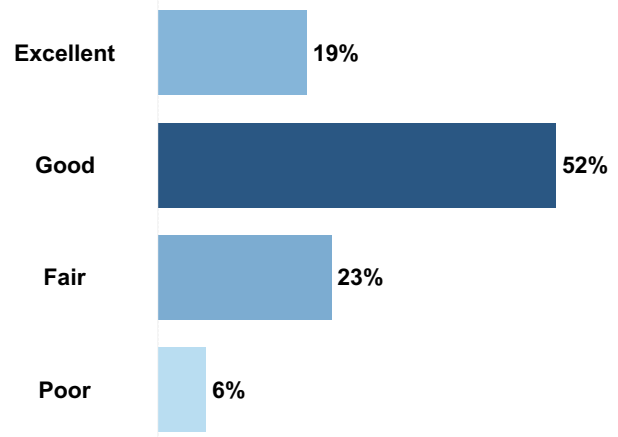


16. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

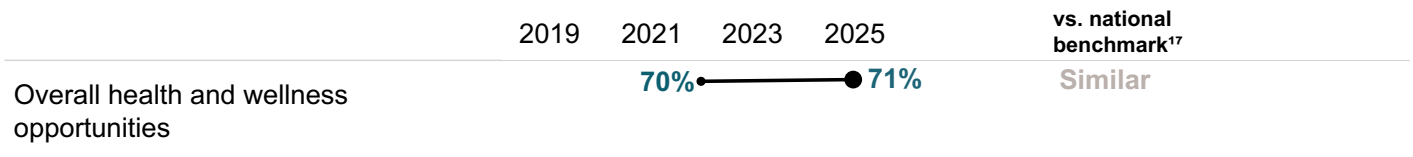
Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

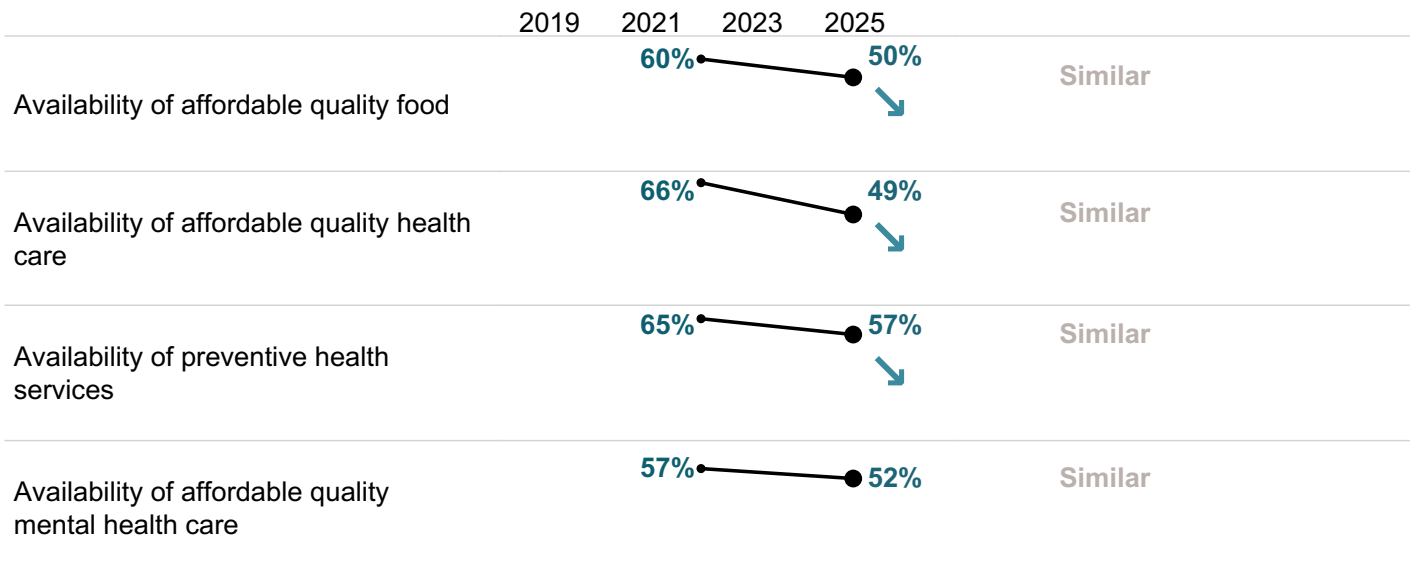
Overall health and wellness opportunities in Palm Springs, 2025



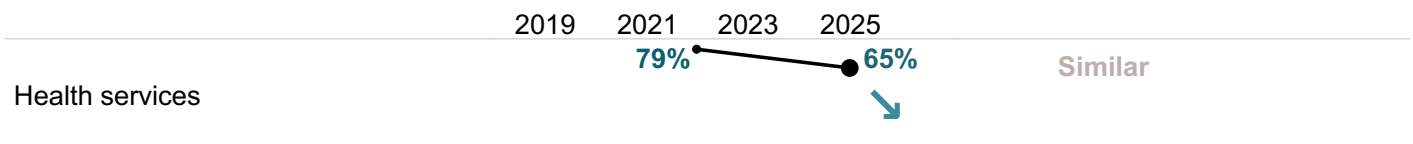
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



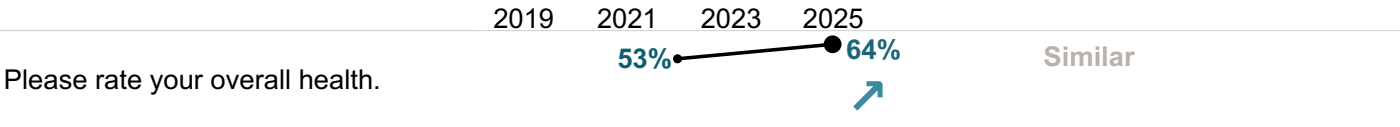
Please also rate each of the following in the Palm Springs community.
(% excellent or good)



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)



Please rate your overall health.
(% excellent or very good)

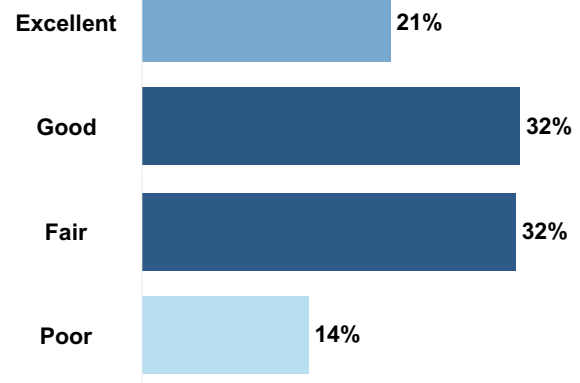


17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

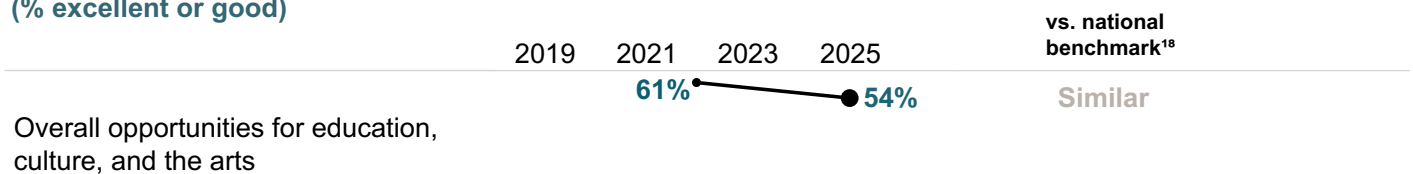
Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

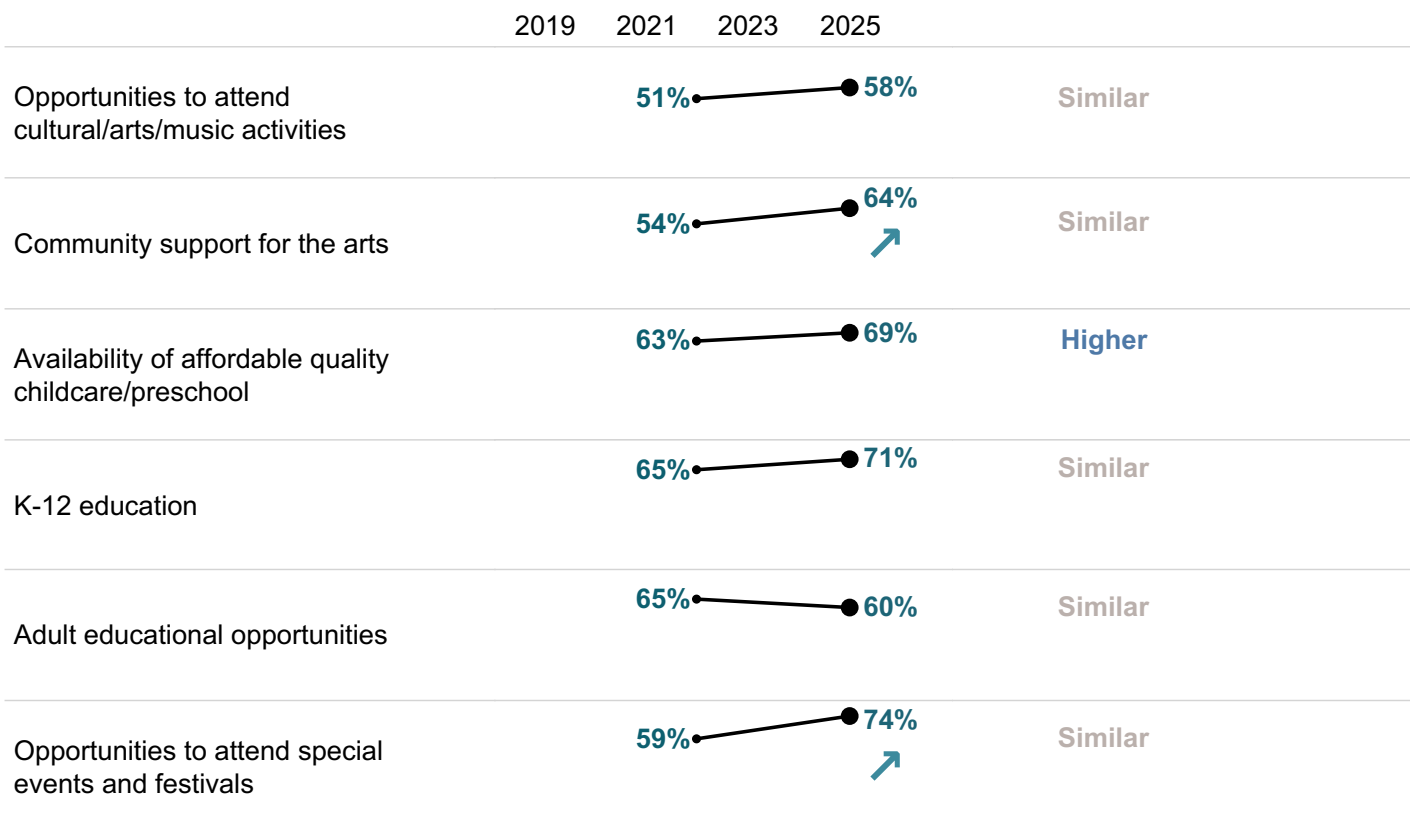
Overall opportunities for education, culture and the arts, 2025



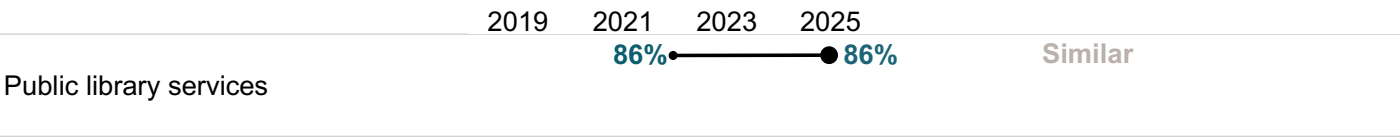
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



Please also rate each of the following in the Palm Springs community.
(% excellent or good)



Please rate the quality of each of the following services in Palm Springs.
(% excellent or good)



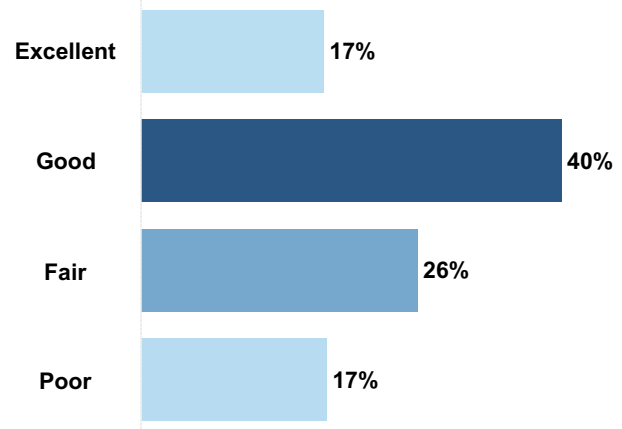
18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.



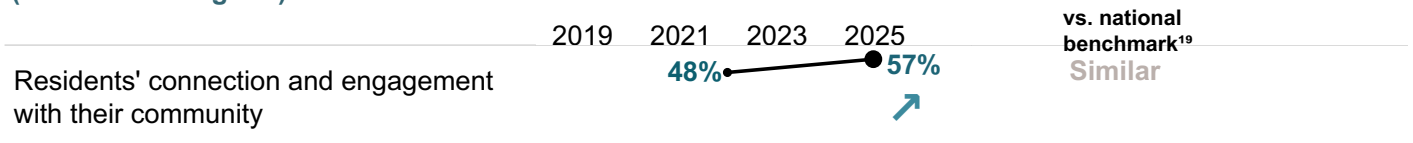
Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

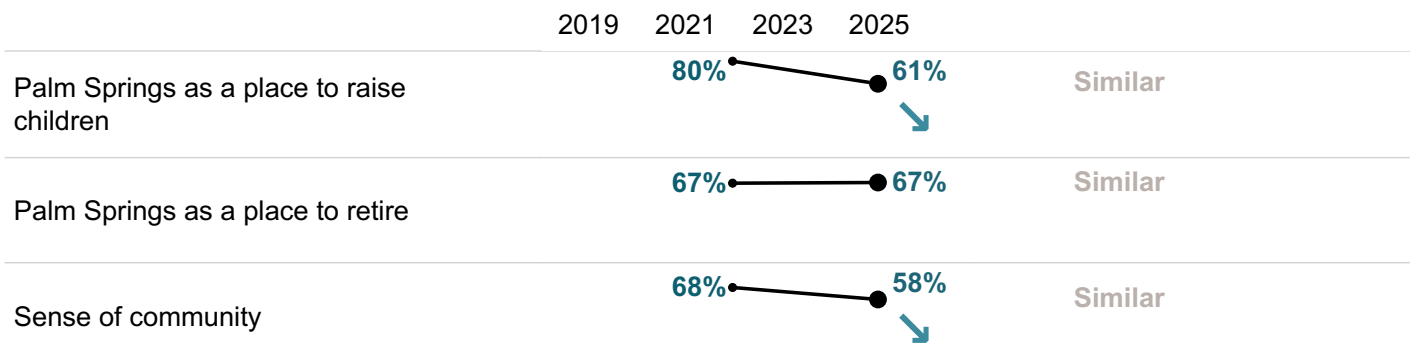
Residents' connection and engagement with their community, 2025



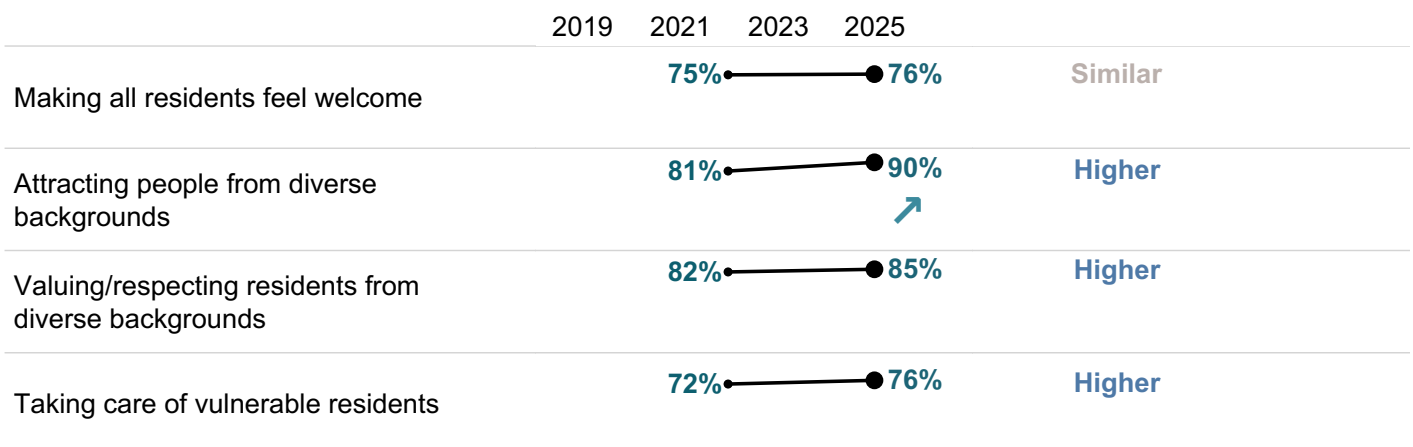
Please rate each of the following characteristics as they relate to Palm Springs as a whole.
(% excellent or good)



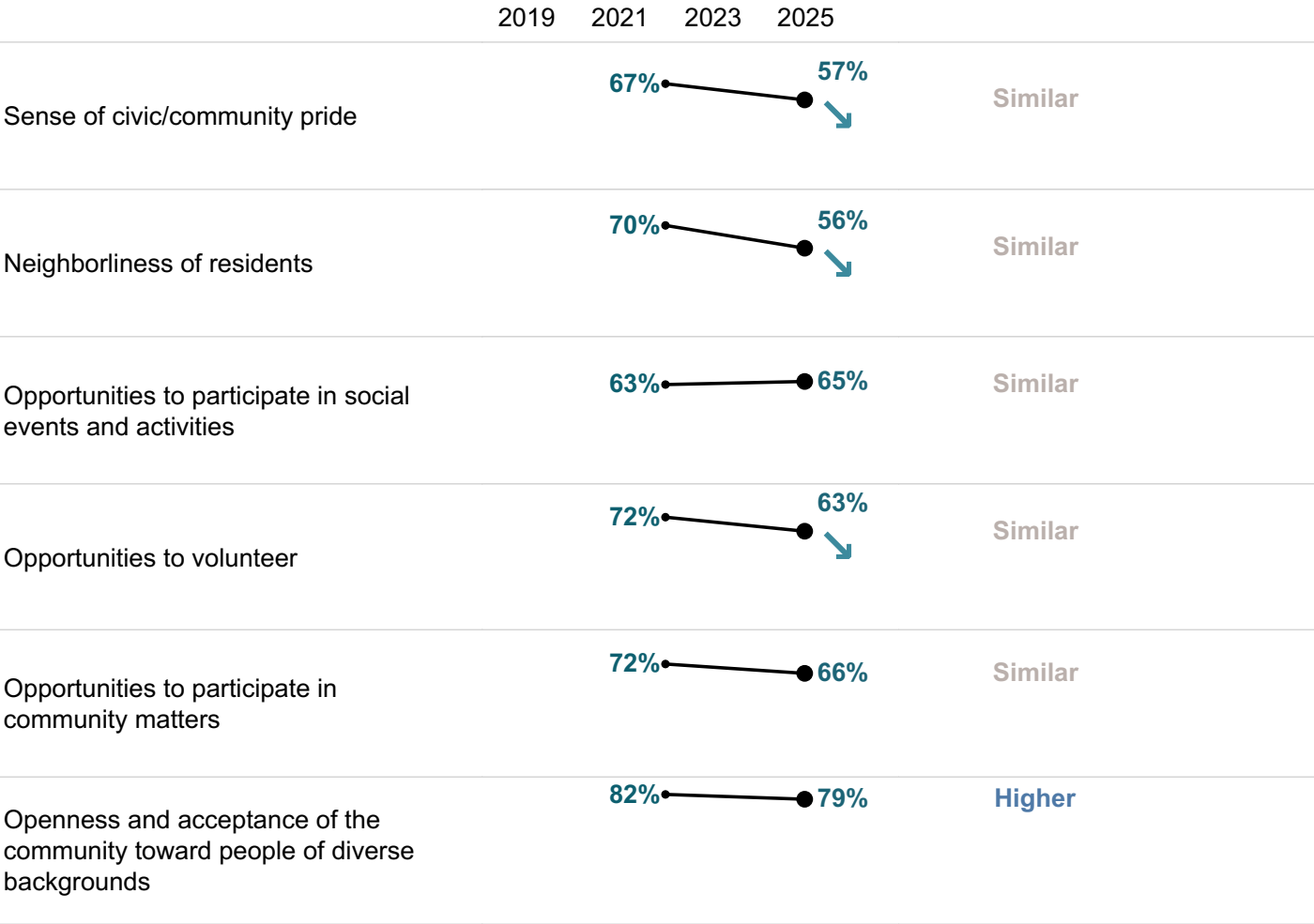
Please rate each of the following aspects of quality of life in Palm Springs.
(% excellent or good)



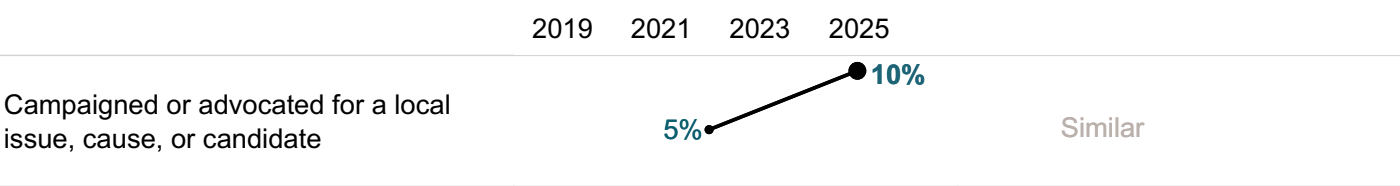
Please rate the job you feel the Palm Springs community does at each of the following.
(% excellent or good)



Please also rate each of the following in the Palm Springs community.
 (% excellent or good)



Please indicate whether or not you have done each of the following in the last 12 months.
 (% excellent or good)



19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

			Include "don't know"
			No
Please indicate whether you agree or disagree with the following statements.	There are sufficient parks and open spaces in the Village	Strongly agree	26%
		Agree	42%
		Neither agree nor disagree	14%
		Disagree	15%
		Strongly disagree	3%
	Village parks provide the amenities that I desire	Strongly agree	18%
		Agree	49%
		Neither agree nor disagree	20%
		Disagree	12%
		Strongly disagree	1%
	The Parks & Recreation Department provides the type of sports, programs, and activities that I want	Strongly agree	19%
		Agree	43%
		Neither agree nor disagree	33%
		Disagree	5%
		Strongly disagree	0%
	The Palm Springs Library provides the books, materials, digital content, and activities that I want	Strongly agree	31%
		Agree	49%
		Neither agree nor disagree	19%
		Disagree	1%
		Strongly disagree	0%
	The Palm Springs Library provides sufficient educational resources for	Strongly agree	33%
		Agree	51%
		Neither agree nor disagree	14%

		Disagree		2%
		Strongly disagree		0%
Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.	The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	Strongly agree		30%
		Agree		54%
		Neither agree nor disagree		13%
		Disagree		3%
		Strongly disagree		1%
	The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing	Strongly agree		20%
		Agree		54%
		Neither agree nor disagree		14%
		Disagree		10%
		Strongly disagree		1%
	The Village Police Department meets my expectations for a community police department	Strongly agree		38%
		Agree		47%
		Neither agree nor disagree		12%
		Disagree		2%
		Strongly disagree		1%
	Palm Springs Police Officers are friendly and accessible	Strongly agree		37%
		Agree		40%
		Neither agree nor disagree		21%
		Disagree		2%
		Strongly disagree		1%
	The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood	Strongly agree		37%
		Agree		37%
		Neither agree nor disagree		14%
		Disagree		10%
		Strongly disagree		2%
		Strongly agree		34%

The Palm Springs Police Department is a good representation of community-based policing	Agree		40%
	Neither agree nor disagree		23%
	Disagree		2%
	Strongly disagree		1%
The Palm Springs Police Department is responsive to my requests/needs	Strongly agree		38%
	Agree		40%
	Neither agree nor disagree		21%
	Disagree		1%
	Strongly disagree		0%
Palm Springs police officers care about me	Strongly agree		29%
	Agree		36%
	Neither agree nor disagree		32%
	Disagree		3%
	Strongly disagree		0%
I know/recognize our Village police officers	Strongly agree		32%
	Agree		38%
	Neither agree nor disagree		19%
	Disagree		4%
	Strongly disagree		8%

The Village of Palm Springs 2024 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Palm Springs as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Palm Springs as a place to raise children	1	2	3	4	5
Palm Springs as a place to work.....	1	2	3	4	5
Palm Springs as a place to visit.....	1	2	3	4	5
Palm Springs as a place to retire	1	2	3	4	5
The overall quality of life in Palm Springs	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Palm Springs as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Palm Springs.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4	5
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Palm Springs	1	2	3	4	5
Overall quality of natural environment in Palm Springs	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Palm Springs	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Palm Springs to someone who asks	1	2	3	4	5
Remain in Palm Springs for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Palm Springs' commercial corridors during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Palm Springs community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Palm Springs	1	2	3	4	5
Variety of business and service establishments in Palm Springs	1	2	3	4	5
Vibrancy of Palm Springs' commercial corridors	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Palm Springs	1	2	3	4	5
Overall image or reputation of Palm Springs.....	1	2	3	4	5

7. Please also rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of travel by car in Palm Springs	1	2	3	4	5
Ease of travel by public transportation in Palm Springs	1	2	3	4	5
Ease of travel by bicycle in Palm Springs	1	2	3	4	5
Ease of walking in Palm Springs.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Palm Springs	1	2	3	4	5
Overall appearance of Palm Springs.....	1	2	3	4	5
Cleanliness of Palm Springs.....	1	2	3	4	5
Water resources (lakes, ponds, canals, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Palm Springs	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	1	2
Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like Village Council or County Commissioners, advisory boards, town halls, neighborhood watch, etc.)	1	2
Volunteered your time to some group/activity in Palm Springs	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election	1	2
Used bus, rail, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The Village of Palm Springs 2024 Community Survey

9. Please rate the quality of each of the following services in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas	1	2	3	4	5
Palm Springs open space	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
Village parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Palm Springs employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Palm Springs government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Palm Springs.....	1	2	3	4	5
The overall direction that Palm Springs is taking.....	1	2	3	4	5
The job Palm Springs government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Palm Springs government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Village of Palm Springs.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Palm Springs.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Palm Springs	1	2	3	4
Overall quality of natural environment in Palm Springs	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in Palm Springs	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please indicate whether you agree or disagree with the following statements.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
There are sufficient parks and open spaces in the Village	1	2	3	4	5
Village parks provide the amenities that I desire	1	2	3	4	5
The Parks & Recreation Department provides the type of sports, programs, and activities that I want	1	2	3	4	5
The Palm Springs Library provides the books, materials, digital content, and activities that I want	1	2	3	4	5
The Palm Springs Library provides sufficient educational resources for children and parents	1	2	3	4	5
The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	1	2	3	4	5
The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing.....	1	2	3	4	5

14. Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
The Village Police Department meets my expectations for a community police department.....	1	2	3	4	5
Palm Springs Police Officers are friendly and accessible	1	2	3	4	5
The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood.....	1	2	3	4	5
The Palm Springs Police Department is a good representation of community-based policing.....	1	2	3	4	5
The Palm Springs Police Department is responsive to my requests/needs.....	1	2	3	4	5
Palm Springs police officers care about me.....	1	2	3	4	5
I know/recognize our Village police officers	1	2	3	4	5

The Village of Palm Springs 2024 Community Survey

Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

- ☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

**D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?
Do you think the impact will be:**

- ☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Palm Springs?

- ☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

- ☐ One family house detached from any other houses
☐ Building with two or more homes
(duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

- ☐ Rent
☐ Own

**D7. About how much is your monthly housing cost
for the place you live (including rent, mortgage
payment, property tax, property insurance, and
homeowners' association (HOA) fees)?**

- ☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

**D8. Do any children 17 or under live in your
household?**

- ☐ No ☐ Yes

**D9. Are you or any other members of your
household aged 65 or older?**

- ☐ No ☐ Yes

**D10. How much do you anticipate your household's
total income before taxes will be for the current
year? (Please include in your total income
money from all sources for all persons living in
your household.)**

- ☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

- ☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or
Latino

**D12. What is your race? (Mark one or more races to
indicate what race you consider yourself to be.)**

- ☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

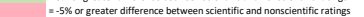
- ☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

- ☐ Female
☐ Male
☐ Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

Variable label	Question stem				SCIENTIFIC Percent positive	SCIENTIFIC benchmark comparison	OPEN PARTICIPATION percent positive	Difference between scientific and open participation percent	
								positive ratings	
q1a	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to live	Facet of Community Livability	Community Design	88.4	Similar	76.8	11.6	
q1b	Please rate each of the following aspects of quality of life in Palm Springs.	Your neighborhood as a place to live	Inclusivity and Engagement	Inte	79.7	Similar	71	8.7	
q1c	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to raise children	Economy	Economy	79.9	Similar	75.8	4.1	
q1d	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to work	Economy	Economy	71.7	Similar	52	19.7	
q1e	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to visit	Inclusivity and Engagement	Inclusivity and Engagement	62.7	Similar	58.9	3.8	
q1f	Please rate each of the following aspects of quality of life in Palm Springs.	Palm Springs as a place to retire	Quality of Life	Quality of Life	66.9	Similar	63.7	3.2	
q1g	Please rate each of the following aspects of quality of life in Palm Springs.	The overall quality of life	Inclusivity and Engagement	Inclusivity and Engagement	78.4	Similar	74.6	3.8	
q1h	Please rate each of the following aspects of quality of life in Palm Springs.	Sense of community	Economy	Economy	67.8	Similar	59	8.8	
q2a	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall economic health	Mobility	Mobility	56.7	Similar	54.7	2	
q2b	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of the transportation system	Community Design	Community Design	64.2	Higher	54.4	9.8	
q2c	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall design or layout of residential and commercial areas	Utilities	Utilities	74.2	Higher	67.3	6.9	
q2d	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of the utility infrastructure	Safety	Safety	75.1	Similar	72.5	2.6	
q2e	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall feeling of safety	Natural environment	Natural environment	76.6	Similar	65.1	11.5	
q2f	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of natural environment	Parks and Recreation	Parks and Recreation	67.9	Similar	71.6	-3.7	
q2g	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall quality of parks and recreation opportunities	Health and Wellness	Health and Wellness	77	Similar	79	-2	
q2h	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall health and wellness opportunities	Education, Arts and Culture	Education, Arts and Culture	69.6	Similar	68.5	1.1	
q2i	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Overall opportunities for education, culture, and the arts	Inclusivity and Engagement	Inclusivity and Engagement	60.6	Similar	52.2	8.4	
q2j	Please rate each of the following characteristics as they relate to Palm Springs as a whole.	Residents' connection and engagement with their community	Quality of Life	Quality of Life	48.2	Similar	49	-0.8	
q3a	Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Palm Springs to someone who asks	Quality of Life	Quality of Life	85.4	Similar	75.4	10	
q3b	Please indicate how likely or unlikely you are to do each of the following.	Remain in Palm Springs for the next five years	Safety	Safety	83.2	Similar	76.4	6.8	
q4a	Please rate how safe or unsafe you feel:	In your neighborhood during the day	Safety	Safety	90.9	Similar	84.4	6.5	
q4b	Please rate how safe or unsafe you feel:	In Palm Springs's downtown/commercial area during the day	Safety	Safety	85.9	Similar	79.7	6.2	
q4c	Please rate how safe or unsafe you feel:	From property crime	Safety	Safety	78.2	Similar	62.6	15.6	
q4d	Please rate how safe or unsafe you feel:	From violent crime	Safety	Safety	83.2	Similar	71.3	11.9	
q4e	Please rate how safe or unsafe you feel:	From fire, flood, or other natural disaster	Inclusivity and Engagement	Inclusivity and Engagement	82.3	Similar	80.3	2	
q5a	Please rate the job you feel the Palm Springs community does at each of the following.	Making all residents feel welcome	Inclusivity and Engagement	Inclusivity and Engagement	74.9	Similar	71.2	3.7	
q5b	Please rate the job you feel the Palm Springs community does at each of the following.	Attracting people from diverse backgrounds	Community Design	Community Design	81	Similar	75.2	5.8	
q5c	Please rate the job you feel the Palm Springs community does at each of the following.	Valuing/respecting residents from diverse backgrounds	Inclusivity and Engagement	Inclusivity and Engagement	82.4	Higher	78.7	3.7	
q5d	Please rate the job you feel the Palm Springs community does at each of the following.	Taking care of vulnerable residents	Economy	Economy	72.4	Higher	70.4	2	
q6a	Please rate each of the following in the Palm Springs community.	Overall quality of business and service establishments	Economy	Economy	78.7	Similar	68.7	10	
q6b	Please rate each of the following in the Palm Springs community.	Variety of business and service establishments	Economy	Economy	74	Higher	66.9	7.1	
q6c	Please rate each of the following in the Palm Springs community.	Vibrancy of downtown/commercial area	Economy	Economy	61.1	Similar	55	6.1	
q6d	Please rate each of the following in the Palm Springs community.	Employment opportunities	Economy	Economy	62.4	Higher	44.4	18	
q6e	Please rate each of the following in the Palm Springs community.	Shopping opportunities	Economy	Economy	73	Higher	58.3	14.7	
q6f	Please rate each of the following in the Palm Springs community.	Cost of living	Quality of Life	Quality of Life	46.4	Similar	37.4	9	
q6g	Please rate each of the following in the Palm Springs community.	Overall image or reputation	Mobility	Mobility	78.6	Similar	68.8	9.8	
q7a	Please also rate each of the following in the Palm Springs community.	Traffic flow on major streets	Mobility	Mobility	59.4	Similar	51.5	7.9	
q7c	Please also rate each of the following in the Palm Springs community.	Ease of travel by car	Mobility	Mobility	74.5	Similar	65.6	8.9	
q7d	Please also rate each of the following in the Palm Springs community.	Ease of travel by public transportation	Mobility	Mobility	55.9	Similar	33.1	22.8	
q7e	Please also rate each of the following in the Palm Springs community.	Ease of travel by bicycle	Mobility	Mobility	59.2	Similar	55.9	3.3	
q7f	Please also rate each of the following in the Palm Springs community.	Ease of walking	Mobility	Mobility	75.2	Similar	63	12.2	
q7g	Please also rate each of the following in the Palm Springs community.	Well-planned residential growth	Community Design	Community Design	65.7	Higher	54.5	11.2	
q7h	Please also rate each of the following in the Palm Springs community.	Well-planned commercial growth	Community Design	Community Design	71.5	Higher	52.5	19	
q7i	Please also rate each of the following in the Palm Springs community.	Well-designed neighborhoods	Community Design	Community Design	56.4	Similar	58.4	8	
q7j	Please also rate each of the following in the Palm Springs community.	Preservation of the historical or cultural character of the community	Community Design	Community Design	70.2	Similar	49.8	20.4	
q7k	Please also rate each of the following in the Palm Springs community.	Public places where people want to spend time	Community Design	Community Design	53.6	Similar	53.8	-0.2	
q7l	Please also rate each of the following in the Palm Springs community.	Variety of housing options	Community Design	Community Design	48.4	Similar	49.8	-1.4	
q7m	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality housing	Community Design	Community Design	31.8	Similar	27.5	4.3	
q7n	Please also rate each of the following in the Palm Springs community.	Overall quality of new development	Community Design	Community Design	56.7	Similar	34.4	22.3	
q7o	Please also rate each of the following in the Palm Springs community.	Overall appearance	Community Design	Community Design	67.5	Similar	66.6	0.9	
q7p	Please also rate each of the following in the Palm Springs community.	Cleanliness	Natural environment	Natural environment	67.6	Similar	74.9	-7.3	
q7q	Please also rate each of the following in the Palm Springs community.	Water resources	Natural environment	Natural environment	73.1	Similar	78	-4.9	
q7r	Please also rate each of the following in the Palm Springs community.	Air quality	Natural environment	Natural environment	85.6	Similar	85.2	0.4	
q7s	Please also rate each of the following in the Palm Springs community.	Availability of paths and walking trails	Parks and Recreation	Parks and Recreation	65.2	Similar	58.9	6.3	
q7t	Please also rate each of the following in the Palm Springs community.	Fitness opportunities	Parks and Recreation	Parks and Recreation	61.3	Similar	65.5	-4.2	
q7u	Please also rate each of the following in the Palm Springs community.	Recreational opportunities	Parks and Recreation	Parks and Recreation	61.3	Similar	61.6	-0.3	
q7v	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality food	Health and Wellness	Health and Wellness	60.3	Similar	55.5	4.8	
q7w	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality health care	Health and Wellness	Health and Wellness	66.4	Similar	53.4	13	
q7x	Please also rate each of the following in the Palm Springs community.	Availability of preventive health services	Health and Wellness	Health and Wellness	65.4	Similar	55.1	10.3	
q7y	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality mental health care	Health and Wellness	Health and Wellness	57.5	Higher	46.1	11.4	
q7z	Please also rate each of the following in the Palm Springs community.	Opportunities to attend cultural/arts/music activities	Education, Arts and Culture	Education, Arts and Culture	50.7	Similar	46.6	4.1	
q7aa	Please also rate each of the following in the Palm Springs community.	Community support for the arts	Education, Arts and Culture	Education, Arts and Culture	54.5	Similar	54.9	-0.4	
q7bb	Please also rate each of the following in the Palm Springs community.	Availability of affordable quality childcare/preschool	Education, Arts and Culture	Education, Arts and Culture	63.2	Similar	47	16.2	
q7cc	Please also rate each of the following in the Palm Springs community.	K-12 education	Education, Arts and Culture	Education, Arts and Culture	64.5	Similar	52.6	11.9	
q7dd	Please also rate each of the following in the Palm Springs community.	Adult educational opportunities	Education, Arts and Culture	Education, Arts and Culture	64.9	Similar	59	5.9	
q7ee	Please also rate each of the following in the Palm Springs community.	Sense of civic/community pride	Inclusivity and Engagement	Inclusivity and Engagement	67	Similar	53.4	13.6	
q7ff	Please also rate each of the following in the Palm Springs community.	Neighborhoodness of residents	Inclusivity and Engagement	Inclusivity and Engagement	70.5	Similar	60.8	9.7	
q7gg	Please also rate each of the following in the Palm Springs community.	Opportunities to participate in social events and activities	Inclusivity and Engagement	Inclusivity and Engagement	63	Similar	56.3	6.7	
q7hh	Please also rate each of the following in the Palm Springs community.	Opportunities to attend special events and festivals	Education, Arts and Culture	Education, Arts and Culture	59.4	Similar	55.9	3.5	
q7ii	Please also rate each of the following in the Palm Springs community.	Opportunities to volunteer	Inclusivity and Engagement	Inclusivity and Engagement	72	Similar	54.6	17.4	
q7jj	Please also rate each of the following in the Palm Springs community.	Opportunities to participate in community matters	Inclusivity and Engagement	Inclusivity and Engagement	71.6	Similar	52	19.6	
q7kk	Please also rate each of the following in the Palm Springs community.	Openness and acceptance of the community toward people of diverse backgrounds	Inclusivity and Engagement	Inclusivity and Engagement	82.2	Higher	72.2	10	
q8a	Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Village of Palm Springs for help or information	Participation	Participation	52.3	Similar	53.7	-1.4	
q8b	Please indicate whether or not you have done each of the following in the last 12 months.	Contacted Palm Springs elected officials to express your opinion	Participation	Participation	11.8	Similar	12.3	-0.5	
q8c	Please indicate whether or not you have done each of the following in the last 12 months.	Attended a local public meeting	Participation	Participation	9.5	Lower	15	-5.5	
q8e	Please indicate whether or not you have done each of the following in the last 12 months.	Volunteered your time to some group/activity	Participation	Participation	8.6	Much lower	15.2	-6.6	
q8f	Please indicate whether or not you have done each of the following in the last 12 months.	Campaigned or advocated for a local issue, cause, or candidate	Participation	Participation	4.7	Lower	9.1	-4.4	
q8g	Please indicate whether or not you have done each of the following in the last 12 months.	Voted in your most recent local election	Participation	Participation	50	Much lower	54.2	-4.2	
q8h	Please indicate whether or not you have done each of the following in the last 12 months.	Used public transportation instead of driving	Participation	Participation	21.5	Similar	18.6	2.9	
q8i	Please indicate whether or not you have done each of the following in the last 12 months.	Carpooled with other adults or children instead of driving alone	Mobility	Mobility	29.3	Lower	32.4	-3.1	
q8j	Please indicate whether or not you have done each of the following in the last 12 months.	Walked or biked instead of driving	Mobility	Mobility	51	Similar	55.5	-4.5	
q9a	Please rate the quality of each of the following services in Palm Springs.	Public information services	Mobility	Mobility	70.8	Similar	69.5	1.3	
q9b	Please rate the quality of each of the following services in Palm Springs.	Economic development	Governance	Governance	65	Similar	48.1	16.9	
q9c	Please rate the quality of each of the following services in Palm Springs.	Traffic enforcement	Economy	Economy	71.1	Similar	53.4	17.7	
q9d	Please rate the quality of each of the following services in Palm Springs.	Traffic signal timing	Mobility	Mobility	65.3	Higher	60.5	4.8	
q9e	Please rate the quality of each of the following services in Palm Springs.	Street repair	Mobility	Mobility	72.6	Higher	60.6	12	
q9f	Please rate the quality of each of the following services in Palm Springs.	Street cleaning	Mobility	Mobility	69.4	Similar	64.4	5	
q9g	Please rate the quality of each of the following services in Palm Springs.	Street lighting	Mobility	Mobility	58	Similar	55.7	2.3	
q9i	Please rate the quality of each of the following services in Palm Springs.	Sidewalk maintenance	Mobility	Mobility	62.1	Similar	62.8	-0.7	
q9j	Please rate the quality of each of the following services in Palm Springs.	Bus or transit services	Mobility	Mobility	71.6	Higher	55.6	16	
q9k	Please rate the quality of each of the following services in Palm Springs.	Land use, planning and zoning	Mobility	Mobility	68	Higher	53.2	14.8	

 = 5% or greater difference between scientific and nonscientific ratings
 = -5% or greater difference between scientific and nonscientific ratings

Variable label	Question stem		Facet of Community Livability	SCIENTIFIC Percent positive	SCIENTIFIC benchmark comparison	OPEN PARTICIPATION percent positive	Difference between scientific and open participation percent positive ratings
q9l	Please rate the quality of each of the following services in Palm Springs.	Code enforcement	Community Design	61.6	Similar	50	11.6
q9m	Please rate the quality of each of the following services in Palm Springs.	Affordable high-speed internet access	Community Design	59.7	Similar	57.6	2.1
q9n	Please rate the quality of each of the following services in Palm Springs.	Garbage collection	Utilities	80.6	Similar	71.9	8.7
q9o	Please rate the quality of each of the following services in Palm Springs.	Drinking water	Utilities	77.7	Similar	74.6	3.1
q9p	Please rate the quality of each of the following services in Palm Springs.	Sewer services	Utilities	86.2	Similar	79.3	6.9
q9q	Please rate the quality of each of the following services in Palm Springs.	Storm water management	Utilities	74.8	Similar	76.2	-1.4
q9r	Please rate the quality of each of the following services in Palm Springs.	Power (electric and/or gas) utility	Utilities	76	Similar	69.5	6.5
q9s	Please rate the quality of each of the following services in Palm Springs.	Utility billing	Utilities	59.1	Similar	54.1	5
q9t	Please rate the quality of each of the following services in Palm Springs.	Police/Sheriff services	Utilities	78.8	Similar	66.8	12
q9u	Please rate the quality of each of the following services in Palm Springs.	Crime prevention	Safety	80.1	Similar	65.7	14.4
q9v	Please rate the quality of each of the following services in Palm Springs.	Animal control	Safety	84.7	Higher	74.8	9.9
q9w	Please rate the quality of each of the following services in Palm Springs.	Ambulance or emergency medical services	Safety	95.2	Similar	90.6	4.6
q9x	Please rate the quality of each of the following services in Palm Springs.	Fire services	Safety	95.1	Similar	95.4	-0.3
q9y	Please rate the quality of each of the following services in Palm Springs.	Fire prevention and education	Safety	67.3	Similar	72.7	-5.4
q9z	Please rate the quality of each of the following services in Palm Springs.	Emergency preparedness	Safety	74.5	Similar	76.4	-1.9
q9aa	Please rate the quality of each of the following services in Palm Springs.	Preservation of natural areas	Safety	73.5	Similar	63.3	10.2
q9bb	Please rate the quality of each of the following services in Palm Springs.	Palm Springs open space	Natural environment	77.6	Higher	66	11.6
q9cc	Please rate the quality of each of the following services in Palm Springs.	Recycling	Natural environment	68.5	Similar	63.5	5
q9dd	Please rate the quality of each of the following services in Palm Springs.	Yard waste pick-up	Natural environment	78.4	Similar	65.9	12.5
q9ee	Please rate the quality of each of the following services in Palm Springs.	Village parks	Natural environment	80.8	Similar	76.9	3.9
q9ff	Please rate the quality of each of the following services in Palm Springs.	Recreation programs or classes	Parks and Recreation	67.9	Similar	62.1	5.8
q9gg	Please rate the quality of each of the following services in Palm Springs.	Recreation centers or facilities	Parks and Recreation	66.1	Similar	62.3	3.8
q9hh	Please rate the quality of each of the following services in Palm Springs.	Health services	Parks and Recreation	79.4	Similar	57.3	22.1
q9ii	Please rate the quality of each of the following services in Palm Springs.	Public library services	Health and Wellness	86.1	Similar	90.9	-4.8
q9j	Please rate the quality of each of the following services in Palm Springs.	Overall customer service by Palm Springs employees	Education, Arts and Culture	76.8	Similar	71.5	5.3
q10a	Please rate the following categories of Palm Springs government performance.	The value of services for the taxes paid to Palm Springs	Governance	60.4	Similar	50.1	10.3
q10b	Please rate the following categories of Palm Springs government performance.	The overall direction that Palm Springs is taking	Governance	65	Similar	56.3	8.7
q10c	Please rate the following categories of Palm Springs government performance.	The job Palm Springs government does at welcoming resident involvement	Governance	58.1	Similar	48.4	9.7
q10d	Please rate the following categories of Palm Springs government performance.	Overall confidence in Palm Springs government	Governance	68.4	Similar	49.6	18.8
q10e	Please rate the following categories of Palm Springs government performance.	Generally acting in the best interest of the community	Governance	77.6	Higher	61.8	15.8
q10f	Please rate the following categories of Palm Springs government performance.	Being honest	Governance	73.5	Similar	66.4	7.1
q10g	Please rate the following categories of Palm Springs government performance.	Being open and transparent to the public	Governance	73.7	Higher	59.3	14.4
q10h	Please rate the following categories of Palm Springs government performance.	Informing residents about issues facing the community	Governance	65.6	Similar	52.6	13
q10i	Please rate the following categories of Palm Springs government performance.	Treating all residents fairly	Governance	82.3	Higher	63.2	19.1
q10j	Please rate the following categories of Palm Springs government performance.	Treating residents with respect	Governance	76.8	Similar	63.3	13.5
q11a	Overall, how would you rate the quality of the services provided by each of the following?	The Village of Palm Springs	Governance	78.7	Similar	68.2	10.5
q11b	Overall, how would you rate the quality of the services provided by each of the following?	The Federal Government	Governance	52.5	Higher	47.5	5
q12a	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall economic health	Governance	92.4	Similar	92.3	0.1
q12b	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of the transportation system	Priorities	88.2	Higher	77.7	10.5
q12c	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall design or layout of residential and commercial areas	Priorities	78.7	Similar	87.8	-9.1
q12d	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of the utility infrastructure	Priorities	88.8	Similar	95.7	-6.9
q12e	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall feeling of safety	Priorities	92.9	Similar	97.2	-4.3
q12f	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of natural environment	Priorities	86.4	Similar	87.5	-1.1
q12g	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall quality of parks and recreation opportunities	Priorities	90.9	Similar	85.8	5.1
q12h	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall health and wellness opportunities	Priorities	86.6	Similar	76.3	10.3
q12i	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Overall opportunities for education, culture, and the arts	Priorities	83.7	Similar	81.4	2.3
q12j	Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the f	Residents' connection and engagement with their community	Priorities	82.3	Similar	76.2	6.1
q13a	Please indicate whether you agree or disagree with the following statements.	There are sufficient parks and open spaces in the Village	Priorities	86		81.8	4.2
q13b	Please indicate whether you agree or disagree with the following statements.	Village parks provide the amenities that I desire	Custom	90		83.1	6.9
q13c	Please indicate whether you agree or disagree with the following statements.	The Parks & Recreation Department provides the type of sports, programs, and activities th	Custom	87.1		79.3	7.8
q13d	Please indicate whether you agree or disagree with the following statements.	The Palm Springs Library provides the books, materials, digital content, and activities that I	Custom	98.9		94.5	4.4
q13e	Please indicate whether you agree or disagree with the following statements.	The Palm Springs Library provides sufficient educational resources for children and parents	Custom	97.6		96.6	1
q13f	Please indicate whether you agree or disagree with the following statements.	The Village quarterly (printed) newsletter and electronic news updates keep me informed o	Custom	91.7		89.9	1.8
q13g	Please indicate whether you agree or disagree with the following statements.	The overall appearance of village aesthetics (village streets, entranceways, intersections, ar	Custom	86.4		82.6	3.8
q14a	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Village Police Department meets my expectations for a community police department	Custom	94.2		85.3	8.9
q14b	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	Palm Springs Police Officers are friendly and accessible	Custom	92.1		80.6	11.5
q14c	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Palm Springs Police Department has a visible presence on a regular basis in my neighbo	Custom	82.7		73.3	9.4
q14d	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Palm Springs Police Department is a good representation of community-based policing	Custom	87.5		86	1.5
q14e	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	The Palm Springs Police Department is responsive to my requests/needs	Custom	94.7		92.3	2.4
q14f	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	Palm Springs police officers care about me	Custom	94.4		86.6	7.8
q14g	Please indicate whether you agree or disagree with the following statements about the Palm Springs Polio	I know/recognize our Village police officers	Participation	78.4		70.9	7.5
d1a	In general, how many times do you:	Access the internet from your home	Participation	94.8	Similar	95.7	-0.9
d1b	In general, how many times do you:	Access the internet from your cell phone	Participation	98.5	Similar	99.5	-1
d1c	In general, how many times do you:	Visit social media sites	Participation	82.9	Similar	85.5	-2.6
d1d	In general, how many times do you:	Use or check email	Participation	96.2	Similar	99.1	-2.9
d1e	In general, how many times do you:	Share your opinions online	Participation	41.5	Higher	49.5	-8
d1f	In general, how many times do you:	Shop online	Participation	55.8	Similar	64.6	-8.8
d2	Please rate your overall health.	Please rate your overall health.	Participation	53.2	Similar	67.3	-14.1
d3	What impact, if any, do you think the economy will have on your family income in the next 6 months?	What impact, if any, do you think the economy will have on your family income in the next 6 months?	Participation	13.4	Lower	37.7	-24.3

Background of National Research Center & Polco

National Research Center (NRC) gives local governments, and other public sector organizations, the data they need to make more informed decisions. For over 25 years, NRC has worked with hundreds of jurisdictions nationwide. NRC is best known for our national benchmarking surveys and custom survey research. This benchmark database holds hundreds of thousands of resident opinions – making it the largest of its kind in the United States. NRC is a team of leading experts in the survey research industry. Our experienced practitioners are thought-leaders in the field, authoring numerous articles and books, and presenting research at conferences around the nation.

Polco is an online civic engagement platform designed to receive ongoing feedback from members of a community. This award-winning tool gives officials data-rich reports and input to make more informed decisions. Polco was developed to quickly deploy and analyze surveys online, providing the agility to gather critical information from community stakeholders throughout the nation. We have created tools for governments, economic development organizations and nonprofits to measure community livability.

In 2019, NRC merged with Polco, creating the gold standard in civic engagement. Now Polco provides local government leaders with the best in survey research alongside today's most innovative online civic engagement capabilities.

Frequently Asked Questions

The NCS Instrument

What is The NCS?

The NCS is a cost-effective survey of resident opinion and an important benchmarking tool that allows for comparison among communities. It is the only resident survey endorsed by the International City/County Management Association and the National League of Cities.

The NCS survey instrument was developed by National Research Center (NRC, now the research arm of Polco) in 2001, in partnership with ICMA, to address the need for a standardized survey tool that could provide robust benchmark comparisons for local governments across the nation. It was among the first scientific surveys developed to gather resident opinion on a range of community issues, and has since been used in more than 350 jurisdictions across 46 states. The NCS instrument is the gold standard in community surveys, and it is tried and true. We periodically refresh and update the survey instrument to make sure it's relevant, and any changes to the survey questions are extensively tested by our research experts. Communities using The NCS have reported that the tool improved service delivery, strengthened communications with community stakeholders, and helped leaders identify clear priorities for use in strategic planning and budget setting. We're confident in The NCS and the data that it provides for communities around the country.

What are Polco's credentials?

National Research Center (NRC) has been successfully conducting surveys for local governments for over 25 years. NRC was formed by former employees from the City of Boulder, and thus have also worked extensively with local governments across the country. NRC's research team literally wrote the book on citizen surveys, published in three different printings by ICMA Press.

What are the benefits of using The NCS rather than another survey option?

1. Survey questions have been written and vetted by survey research experts at Polco/National Research Center
2. You can be confident that you're hearing from a truly representative sample of your residents (especially residents that you may not hear from in council meetings or in an open participation survey, for one reason or another)
3. You can have a high level of confidence in your results (due to our rigorous methodology)
4. Your report will include benchmark comparisons that show results for specific City services or features compared to those services/features in other municipalities

What should we keep in mind as we try to determine whether or not to add custom questions to our implementation of The NCS?

Our standard survey questions are fairly comprehensive and provide a broad overview of the different facets of livability in the community. These questions will provide a good baseline by which you can measure against other communities (using the benchmark comparisons), as well as monitor progress against your own results in future years via the trendlines. However, if you do opt to purchase custom questions, you'll have 1/2 page of space (although you can purchase more space, we recommend keeping the survey as short as possible, because longer surveys can negatively affect response rate). Often this correlates to about 2-3 questions (more or less, depending on length). These custom questions can provide a good place to get resident input on current/upcoming proposals, past initiatives (to gauge how effective they were), specific priorities for the Village, or other timely topics. If you do decide to include custom questions on the survey, we strongly recommend that you consider and plan for how residents' input/responses will affect the decisions and plans made by your local government. It's important that questions are only asked if/when resident input will affect the outcome in some way (and avoid asking questions about decisions that have already been made/will not be changed based on the results). If you do decide to move forward with the custom questions add-on, you can look through our library of already developed and vetted questions, in case any of those suit your needs. Otherwise, we're happy to help construct new questions if you have specific topics in mind.

What grade does The NCS read at?

We aim for a 6th grade reading level, and always do our best to avoid any jargon.

What is the estimated time that it takes people to complete this survey?

Typically it takes respondents about 20 minutes to fill out the survey, but it can be a little more depending on the complexity and number of custom questions that you add.

Survey Methodology

What's a probability-based survey and what are the benefits?

A probability-based survey uses a sampling method where every eligible person or household in a community has a known chance of being selected to participate. Respondents are selected at random from a comprehensive list (usually of residential addresses) as an effort to reduce bias. Probability-based sampling is currently considered the gold standard for survey methods, although with declining response rates and the advent of new outreach and weighting methods - this may change in the near future.

What's an open participation survey and what are the benefits?

An open participation survey is offered to all residents in a community. This method is important because it provides engagement opportunities to all, thus often providing a higher number of completed responses overall and for population sub-groups. It can be less resource-intensive than a probability-based survey and require less time from administration to actionable data. Polco's open participation surveys are programmed as an online survey, and we recommend that invitations be sent widely through as many communication channels as possible (social media, email lists, newsletters, media reporting, etc.). Open participation surveys also can benefit from snowball sampling whereby existing survey respondents can recruit their friends and acquaintances, so that response grows like a rolling snowball. This sampling method can be used to elevate general awareness of the research effort and increase overall response as well as the response from those who do not traditionally participate in surveys.

Can I do a probability-based survey and an open participation survey at the same time?

Yes, in fact it is always advisable to include an open participation survey when implementing a survey with a probability-based sample. The probability-based method ensures that every resident has an equal chance of being selected, but most residents are not selected in the final sample. The open participation works to increase the number of completed surveys and also ensures that the whole community feels included and everyone has a chance to be heard.

Please note, the open participation survey and random sample survey data will be provided separately in the final report.

What is sampling and how does it work?

Sampling is the process of selecting a subset of random households from your community to receive the survey. To do this, we use the boundary data you provide, along with lists of addresses in your jurisdiction from USPS, to geocode the households that are within your community's boundaries. We then randomly select a number of households for our sample, because we cannot survey everyone due to how expensive that would be. To mitigate lower response rate trends within multi-family households and ensure our sample is as representative as possible, we often select a higher proportion of multi-family homes compared to single-family homes.

What does it mean to track an area, and what kind of information does this provide?

If you choose to track areas, your final report will allow you to compare results between respondents located within each of those different areas. These comparisons can show if (and how) perspectives vary between residents from different parts of the community, which could provide useful data for future decision-making. Some clients choose to track council districts, wards, or general geographic locations (e.g., North/South/Central). Others choose not to track areas at all! It's entirely up to you and your colleagues. It may be something to consider as you discuss custom questions, too, in case any of those may benefit from area breakdowns.

How do I know the survey is secure?

[Answer] Results are never reported in a way that an individual's identity can be known through their responses.

What stops respondents from taking the survey multiple times?

We have conducted extensive testing over the past two decades on duplicate responses (and have also presented on this topic at AAPOR). In our research, we have found duplicate responses and submissions to be quite rare; in fact, it is a long-standing joke in the survey industry that it is difficult enough to get the respondent to take the survey once, much less multiple times. In particular, duplicate responses or ballot-stuffing are very rarely a concern for our benchmark surveys such as The NCS, as these surveys do not cover contentious topics and are unlikely to elicit such strong feelings and actions from residents. We do check for duplicate responses during our analysis and remove those from the dataset when found. If duplicate responses are a big concern for the Village, you could consider requiring registration on the survey. This is an online survey setting that requires respondents to provide their email address and zip code in order to submit a response. We generally recommend allowing guest responses for the random sample survey, to reduce any potential barriers for residents; requiring registration is one way to deter multiple responses from a single individual, but it might also deter response in general, so it's worth additional consideration and discussion.

What does it mean if a respondent is verified?

Respondents will be asked to provide their name, zip code, and email address. The name and zip code can be verified against voter registration records, giving Polco admins additional demographic information such as gender, age range, and voting district. Polco values respondent privacy and does not report any individually identifying information.

How verification works: Polco uses the respondent's input (name and zip code) and a proprietary matching algorithm to find that individual within a local verification list (usually the voter registration database for the Village). Historically, Polco has matched around 60% to 70% of its responding users on local voter files. Each user successfully matched against the verification list no longer needs to self-report most additional demographic and geographic information (age, gender, precinct/ward, etc.). This not only improves the accuracy of the results, but helps stave off survey fatigue. In addition, verification ensures that respondents only respond to each survey once, avoiding fraud and ballot box stuffing.

By comparing verified results to unverified results, admins can get a better idea of the accuracy of their results and identify any potential issues.

Residents are concerned about needing to provide their email addresses to submit the survey (if registration is required). They're saying it's not anonymous/confidential. How should I respond?

Polco's privacy policy is very strict and favors respondents. We never share email addresses, for any reason, ever. Polco will also not share email addresses with our customers, so the Village will not have access to the list of residents' email addresses. Email addresses are kept separate from the survey responses, and are not tied to any data that we provide the Village.

By requiring residents to include their zip code and email address when they submit the survey, we make sure to hear from a single resident only once and ensure that people are not responding multiple times. Any residents that have registered with Polco will receive an email notification whenever the Village posts additional content on Polco in the future, allowing them the chance to respond/engage with the Village if they wish, and they can opt out at any time. Polco will never share residents' email addresses or reach out for any other reason outside of civic engagement!

What type of response rate can I expect?

Typically we see a response rate of 15-25% from communities. In general, response rates to surveys (similar to The National Community Survey) have lowered over time across the entire survey research industry. We continue to explore different methods for encouraging engagement!

What can we try to increase our response rates?

- More publicity – Polco is happy to provide outreach templates if needed. Share news about the survey via as many channels and outreach methods as possible.
- Change the survey to be more user-friendly – decrease respondent burden by making it shorter or less dense. Make sure the cover letter outlines how important the survey effort is.
- Add additional survey invitation contacts, such as a reminder postcard.
- Make sure you choose a convenient time of year (e.g., avoid the holidays).
- Share how the results will be used. Residents are more likely to respond if they know their responses will be valued and will make a real difference!
- Create a regular cadence of engaging with residents over time. Help residents become familiar with outreach efforts from the Village, and see that it leads to action and change.

Data Analysis and Validity

How many responses do I need for my results to be valid?

The data will be valid regardless of the number of surveys received, because we use industry standard best practices for sampling and weighting the data. However, the number of surveys received will impact the margin of error. We typically strive for a margin of error of +/-5%, and generally meet that threshold for the vast majority of surveys we conduct.

What is the confidence interval of the random sample survey?

We use the 95% confidence interval, and our goal is a margin of error of +/- 5% or less.

Our response rate was 15% – are the data even valid?

While we always strive for a higher response rate, a low response rate certainly does not mean you should disregard the data. We use rigorous methodologies to ensure that every person in your community has an equal chance of being selected to receive a survey and that those who are selected have several opportunities to complete the survey. Once we have all the responses, we also weight the data to best represent the profile of the community. Respondents receive a higher weight if they are in groups that are under-represented (for example, younger males) and a lower weight if they are in a group that is over-represented (for example, older females). Each respondent's opinion is still counted, but the sum of the opinions reflects the true population.

Again, while we may prefer a high response rate, this survey (with its rigorous methodology and weighting) is going to be a much better indicator of community opinion than only listening to those residents who choose to write or telephone the city or attend a meeting.

What does it mean for Polco to “clean” the data?

“Cleaning” data involves looking for duplicate responses and ensuring that respondents only replied once (no ballot stuffing or accidental multiple submissions), removing responses that aren’t helpful (e.g., if a respondent only replied to one question in the survey), etc. If your survey has conditions, where they should skip the next question if they answer “no” to the previous question, we’ll look for any inconsistent/incorrectly entered responses in those questions. In short, we rely on “cleaning” to make sure that the survey results are accurate and useful.

What is weighting?

Weighting is a method used to make the demographics of respondents match the demographics of the total population of your community. We select a random sample of households to receive survey invitations. After we get the results back, we compare certain variables like age, race and gender, between the sample and the entire population using Census data. Those who respond to the survey are not always representative of the total population. There are some groups that are commonly underrepresented, such as males and renters. Weighting allows us to adjust the results to bring them more in line with the population norms. For example, if our sample of survey respondents contained 40% males and the population contained 49% males, weighting can be used to adjust the data to correct for this discrepancy. This allows us to give underrepresented groups a voice and align the sample with the entire population of your community.

Using/Sharing the Results

How seriously should benchmarks be taken?

Benchmarks are very useful because they provide context for your ratings. For example, jurisdictions are often worried about their code enforcement rating and very happy about their rating for fire services. But with a comparison to the benchmark, they find that most jurisdictions have low scores for code enforcement and good scores for fire services. They may find out that they are best in the nation at code enforcement and worst at fire services.

Sometimes a jurisdiction may ask a question that only a few other jurisdictions have also asked; in this case, we may still be able to provide a benchmark comparison but only to a smaller comparison group. This still provides some context, but it is a narrower comparison. In all cases, benchmarks should be used as a part of the puzzle. In addition to the benchmark comparisons, we recommend you consider the rating relative to past years where possible, as trends over time can provide very valuable data.

What are crosstabs and how do they work?

In the world of survey research, “crosstabs” are a common way of analyzing survey results. “Crosstabs” refer to the process of cross-tabulation, which is used to analyze the relationship between different variables (in survey research, the relationship between two or more survey questions). Crosstabs make your data more actionable by helping you identify patterns, trends, and correlations within your survey results. They also help you break down your results into more manageable pieces so you can focus on specific topics and demographics. Knowing how different groups of respondents answered particular questions can empower you to make data-driven decisions based on resident needs.

At Polco, we sometimes use the word “crosstabs” interchangeably with “breakdowns” or “comparisons.”

How have other jurisdictions shared these results with their communities?

It varies by jurisdiction. Many post the report on their websites and embed or link to the results in the news section or their municipality’s blog. Some give overviews in their newsletters or as utility-bill enclosure, often pointing to a web URL to find the full report. Others will create press releases or have press conferences. A few jurisdictions have also packaged their results with “next steps,” showing the community how they are responding to the new information. We strongly encourage you to share the results, ideally in numerous ways. This will help build trust and engagement as residents see that their responses are valued.

How have other communities used their survey results?

Other jurisdictions often use their survey results to make policy decisions and assist with strategic planning and budgeting. Communities also use the results to compare the perceptions of their jurisdictions’ leadership and staff with those of their residents to see if they align. Jurisdictions that are conducting The NCS for the first time can use the results to get a baseline of where their community is at. Communities that have conducted the survey multiple times over the years can monitor their own trends over time, using trendlines to see which items have increased or decreased since the previous survey, identify which initiatives have been successful, and determine which areas may need more attention in coming years. Below are a number of ways that communities use these results:

- To measure service performance
- To assess community needs
- To make strategic plans
- To demonstrate the openness of the government
- To evaluate potential policies or community characteristics
- To continue a trend line from periodic surveying
- To respond to a council mandate

The Village of Palm Springs 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Palm Springs as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Palm Springs as a place to raise children	1	2	3	4	5
Palm Springs as a place to work.....	1	2	3	4	5
Palm Springs as a place to visit	1	2	3	4	5
Palm Springs as a place to retire	1	2	3	4	5
The overall quality of life in Palm Springs	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Palm Springs as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Palm Springs.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4	5
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Palm Springs	1	2	3	4	5
Overall quality of natural environment in Palm Springs	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Palm Springs	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Palm Springs to someone who asks	1	2	3	4	5
Remain in Palm Springs for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Palm Springs' commercial corridors during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Palm Springs community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Palm Springs	1	2	3	4	5
Variety of business and service establishments in Palm Springs	1	2	3	4	5
Vibrancy of Palm Springs' commercial corridors	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Palm Springs	1	2	3	4	5
Overall image or reputation of Palm Springs.....	1	2	3	4	5

7. Please also rate each of the following in the Palm Springs community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of travel by car in Palm Springs	1	2	3	4	5
Ease of travel by public transportation in Palm Springs	1	2	3	4	5
Ease of travel by bicycle in Palm Springs	1	2	3	4	5
Ease of walking in Palm Springs.....	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Palm Springs	1	2	3	4	5
Overall appearance of Palm Springs.....	1	2	3	4	5
Cleanliness of Palm Springs.....	1	2	3	4	5
Water resources (lakes, ponds, canals, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Palm Springs	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Village of Palm Springs (in-person, phone, email, or web) for help or information	1	2
Contacted Palm Springs elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like Village Council or County Commissioners, advisory boards, town halls, neighborhood watch, etc.)	1	2
Volunteered your time to some group/activity in Palm Springs	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The Village of Palm Springs 2022 Community Survey

9. Please rate the quality of each of the following services in Palm Springs.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement.....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair.....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services.....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.).....	1	2	3	4	5
Affordable high-speed internet access.....	1	2	3	4	5
Garbage collection.....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.).....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing.....	1	2	3	4	5
Police services.....	1	2	3	4	5
Crime prevention.....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services.....	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations).....	1	2	3	4	5
Preservation of natural areas.....	1	2	3	4	5
Palm Springs open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
Village parks.....	1	2	3	4	5
Recreation programs or classes.....	1	2	3	4	5
Recreation centers or facilities.....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services.....	1	2	3	4	5
Overall customer service by Palm Springs employees (police, receptionists, planners, etc.).....	1	2	3	4	5

10. Please rate the following categories of Palm Springs government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Palm Springs.....	1	2	3	4	5
The overall direction that Palm Springs is taking.....	1	2	3	4	5
The job Palm Springs government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Palm Springs government.....	1	2	3	4	5
Generally acting in the best interest of the community.....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly.....	1	2	3	4	5
Treating residents with respect.....	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Village of Palm Springs	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Palm Springs community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Palm Springs.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Palm Springs.....	1	2	3	4
Overall design or layout of Palm Springs's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.).....	1	2	3	4
Overall quality of the utility infrastructure in Palm Springs (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Palm Springs	1	2	3	4
Overall quality of natural environment in Palm Springs	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Palm Springs	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please indicate whether you agree or disagree with the following statements.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
There are sufficient parks and open spaces in the Village	1	2	3	4	5
Village parks provide the amenities that I desire	1	2	3	4	5
The Parks & Recreation Department provides the type of sports, programs, and activities that I want	1	2	3	4	5
The Palm Springs Library provides the books, materials, digital content, and activities that I want	1	2	3	4	5
The Palm Springs Library provides sufficient educational resources for children and parents	1	2	3	4	5
The Village quarterly (printed) newsletter and electronic news updates keep me informed of Village efforts and community events	1	2	3	4	5
The overall appearance of village aesthetics (village streets, entranceways, intersections, and landscaping) is visually appealing.....	1	2	3	4	5

14. Please indicate whether you agree or disagree with the following statements about the Palm Springs Police Department.

	<u>Strongly agree</u>	<u>Agree</u>	<u>Neither agree nor disagree</u>	<u>Disagree</u>	<u>Strongly disagree</u>
The Village Police Department meets my expectations for a community police department.....	1	2	3	4	5
Palm Springs Police Officers are friendly and accessible	1	2	3	4	5
The Palm Springs Police Department has a visible presence on a regular basis in my neighborhood.....	1	2	3	4	5
The Palm Springs Police Department is a good representation of community-based policing.....	1	2	3	4	5
The Palm Springs Police Department is responsive to my requests/needs.....	1	2	3	4	5
Palm Springs police officers care about me.....	1	2	3	4	5
I know/recognize our Village police officers	1	2	3	4	5

The Village of Palm Springs 2022 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Palm Springs?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ One family house detached from any other houses
☐ Building with two or more homes
 (duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Female
☐ Male
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502



Village of Palm Springs

Executive Brief

AGENDA DATE: April 10, 2025

DEPARTMENT: Finance

ITEM #13: Annual Comprehensive Financial Report (ACFR) Presentation

SUMMARY: Mr. Nicholas Martin, a Senior Manager at Marcum, LLP, the auditing firm for the Village, will present the Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended on September 30, 2024. The presentation will include the audit report on the financial statements.

FISCAL IMPACT:

None

ATTACHMENTS:

1. ACFR 2024



VILLAGE OF PALM SPRINGS, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED
SEPTEMBER 30, 2024

**THE VILLAGE OF
PALM SPRINGS, FLORIDA**

Annual Comprehensive
Financial Report

**Fiscal Year Ended
September 30, 2024**

**Prepared by:
Finance Department**

**Mara Frederiksen
Finance Director**

VILLAGE OF PALM SPRINGS, FLORIDA

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INTRODUCTORY SECTION



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

March 27, 2025

***The Honorable Mayor, Members of
the Village Council and Residents
of the Village of Palm Springs***

The Finance Department is pleased to present the Village's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024, which also includes the Independent Auditors' Report. The ACFR has been prepared in accordance with the Village Charter, Florida State Statutes and U.S. generally accepted accounting principles (GAAP) for governments. All disclosures necessary to enable the reader to gain an understanding of the Village's financial condition and activities have been included.

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Village. The Village's financial operations are designed with a comprehensive system of internal controls established to safeguard assets from loss, theft, or misuse. The Village's internal control system is designed to provide reasonable, reliable financial records for use in preparing financial statements in accordance with GAAP. To the best of our knowledge and belief the presented data is accurate in all material respects and is organized in a manner designed to fairly present the financial position and results of operations of the Village as measured by the financial activity of its various funds and the Village as a whole.

Florida Statutes require an annual audit by independent certified public accountants. Marcum, LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the Village of Palm Springs' financial statements for the year ended September 30, 2024. The independent auditors' report on the basic financial statements and combining fund financial statements and debt schedules is located on page 1 in the financial section of this report.

Report Format

This report has been prepared and organized to meet the requirements of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. By following the guidelines of this program, the report's format facilitates understanding by the residents as well as providing information needed by financial professionals.

The report is presented in four sections: Introductory, Financial, Statistical and Compliance. The Management's Discussion and Analysis (MD&A) located in the Financial Section following the independent audit report, together with this transmittal letter contain valuable information for the user of the financial statements and should be read in conjunction with them.

Village profile

The Village of Palm Springs was incorporated in 1957 and is centrally located in Palm Beach County. As part of South Florida's Gold Coast, Palm Beach County is well recognized for its unique lifestyle with a comfortable average year-around temperature of 76 degrees, 45 miles of beaches, 160 challenging golf courses and many cultural attractions. These elements and many more combine to create an unequalled quality of life that has attracted a diverse population from retirees to young professionals.

Palm Springs is an attractive, affordable community offering a mix of single-family homes, townhomes and condominiums combined with all the services working families and retirees look for. As a full-service municipality, the Village strives to meet the needs and desires of the entire spectrum of residents by providing law enforcement, a public library, parks and recreation facilities and activities, sanitation and recycling services, water and sewer services, road and street maintenance and beautification as well as general government support services.

The Village's Water and Sewer enterprise operation consists of two water treatment plants. The first plant, located within the Village, is a 6-million-gallon treatment facility. The second plant, dedicated to former Public Service Director Robert L. Pratt, is in unincorporated Palm Beach County and is a 3-million-gallon treatment facility with expansion capabilities to 4 million gallons.

The Village's sewer treatment is handled through two connections to the East Central Regional Wastewater Treatment Facilities. The Village has agreements with Palm Beach County for one connection and with the City of Lake Worth for the second. As of September 30, 2024, our utility system had 20,829 water customers and 19,772 sewer customers. Approximately 60% of total connections serve our residents; the other 40% of our connections are in the unincorporated area.

In fiscal year 2017, the Village established our Stormwater enterprise fund to improve the Village's existing stormwater drainage system and address annexation areas that need stormwater infrastructure to reduce/eliminate flooding.

The Village operates under a Council-Manager form of government. Four Council members are elected at large, each representing a district in which they must reside. The mayor is elected at large and may reside in any of the four districts. The mayor and four council members are elected to serve four year overlapping terms. Day-to-day operation of the Village is under the direction of the Village Manager who is appointed by the Village Council.

Economic outlook and financial planning

The Village's population has increased 31%, from 20,497 in 2015 to the current estimate of 26,924. Over the same ten-year period the Village's assessed taxable value grew from \$625,947,068 in 2014 to a new high of over \$1.678 billion this year an increase of \$1.0 billion or 168%. The taxable values increased by \$193.2 million or 13% over fiscal year 2022. We believe the taxable values are back on the rise as the economy recovers to pre-COVID status. The State of Florida has led the way in economic recovery from the pandemic and it is reflected in our revenues this year.

The Village successfully created two community redevelopment districts (CRA) one for Lake Worth Road area and the second for Congress Avenue north of Forest Hill Boulevard. This fiscal year was the third year the tax increment financing (TIF) became active. The Village expects to spur re-development and new developments in these areas using tax increment financing. The Village CRA Board and the Village Council adopted a budget for the two districts. The CRA ended the year with \$1,166,601 combined fund balance which will be appropriated to fund CRA projects in fiscal year 2025. The budget to actual statement for the CRA is available on page 118 of this report.

As of September 30, 2024, the General Fund had a total fund balance of \$40,933,477. The components of fund balance, in accordance with GASB 54, are detailed as follows.

Total fund balance	\$40,933,477
Nonspendable - Inventory	81,749
Prepaid	\$9,039
Leases	\$4,064
Restricted for sales tax infrastructure capital projects.	11,786,547
Assigned to:	
Disaster recovery	3,000,000
Future capital projects	7,000,000
Subsequent year's budget	<u>—1,612,210</u>
Unassigned fund balance	<u>\$17,439,868</u>

Fortunately, the Village has been very conservatively managed; the Village has assigned \$3.0 million for disaster recovery and together with the \$7.0 million assigned for large capital acquisitions or replacements prudently providing for the on-going operations of the Village and preparing for potential disasters or economic downturn. The General Fund's unassigned fund balance represents 31.3% of the General Fund budget for the fiscal year 2024. Last year we increased the assigned fund balance for future capital projects with the parks and recreation master plan highlighting opportunities to expand our parks and leisure activity areas as well as the need to address the needed expansion of the police department and overall growing needs of the Village. Our goal is to maintain this unassigned fund balance in the 20-25% range. The Village's purpose for building our fund balance to this level is to have adequate resources during the "rainy days." The Village will always seek to balance the budget with current resources, but we have prudently provided funds for potential economic fluctuations and provide a financial hedge of protection for our community.

The Village's 5-Year Capital Improvement Budget includes updates for the proposed years through FY 2027 and new capital items were added for FY 2030. This budget reveals the growing demand for our operations to meet the physical building and improvement needs as well as the need to make improvements to stay on top of the ever-evolving areas of technology assets and security needs.

The Village evaluates one third of our roads and streets annually using a pavement rating system, based on this evaluation the Village budgets funds to maintain the roads and street network with at least 80% of the system rated at a good or better condition based on the pavement rating system. A schedule showing the annual expenditures for the last ten years to maintain this network is located on page 103 of this report.

The Village Council legally adopted a formal budget for the General Fund. The Village maintains budgetary control at the department level of expenditure. All expenditures of more than \$7,500 or more require the Village Manager's authorization, and expenditures over \$35,000 require approval by the Village Council and/or competitive bid. Budget transfers within a department are handled administratively. The Village Council must approve budget transfers between departments or budget amendments, which increase or decrease the total fund.

A schedule comparing the original budget, revised budget and actual revenues and expenditures is located on pages 96-99 of this report.

Major initiatives

The Village successfully created two community redevelopment districts (CRA) one for Lake Worth Road area and the second for Congress Avenue north of Forest Hill Boulevard. This fiscal year was the fourth year the tax increment financing (TIF) became active. The Village expects to spur re-development and new developments in these areas using tax increment financing. The Village CRA Board and the Village Council adopted a budget for the two districts. The CRA ended the year with \$752,238 combined fund balance which will be appropriated to fund CRA projects in fiscal year 2024. The budget to actual statement for the CRA is available on page 117 of this report.

Human Resources continues to focus on Policies and Procedures to provide clear guidelines for employees while ensuring compliance with laws and regulations. They also worked with a consultant to perform a comprehensive Pay Plan study to ensure that our starting pay for positions are competitive in the marketplace and to help with recruitment and retention. The department also continues to offer professional development courses for employees to enhance their skills and/or further their career advancement.

Police department held their 14th annual "Stuff-A-Cruiser" toy drive in December in conjunction with the Village's Tree Lighting event that was attended by over 2,000 people. The department partnered with several external organizations and businesses and was able to donate \$25,000 in toys to the Adopt-A-Family organization. One Palm Springs "cruiser" was specially wrapped to collect toys from local businesses. They held four family movie night events and deployed two additional License Plate Recognition Cameras. On August 19, the police broke ground for their 14,000 square foot building expansion and expected completion is anticipated for the end of Calendar Year 2025.

The Planning, Building and Zoning department has worked to modernize the core business processes in the PZB department. We did this by using a digital platform which is designed for land management. By modernizing the permit application, plan review, inspections, business license and other process we hope to improve efficiencies and create a better experience for employees as well as Village patrons (contractors and owner-builders).

Public Works completed a large-scale stormwater construction projects on Davis Rd and Alameda along with (4) additional major stormwater improvement projects. They are nearing completion of construction at Greenbrier and Davis Intersection and successfully received grant funding for the Safe Streets for All Vision Zero Action Plan development. The department maintained all of the Village's rights of way and paved over a mile of roadway along with repairing over 1,000 linear feet of sidewalk and driveways. The department is constantly working to improve solid waste and recycling and pick-up clearing the Village of 9,702 tons of garbage and 2,648 tons of yard waste.

Our Information Technology department continues to make cybersecurity improvements, coordinating continued cybersecurity training for all village staff and testing for any potential threats to our networks. They worked with both Planning Building and Zoning and the Police department with new software installations and coordinated training with our primary ERP applications.

The Parks and Recreation Department had a landmark year in fiscal year 2024, marked by record-breaking attendance at events, significant park improvements, and remarkable recognition for the special events team. This year, the department introduced the annual Taco Fiesta as a signature event, achieving the largest event attendance in Village history. Additionally, all events experienced growth in participation due to expanded public outreach. For the first time ever, the special events team was honored with nine awards from the Florida Festivals and Events Association, recognizing the team's dedication and excellence in community programming.

On the recreational front, the Parks and Recreation Department made significant strides in enhancing public spaces. The beloved splash pad was completed with funding from the FRDAP grant (\$324,450), providing a fun and refreshing amenity for families. Major improvements at Foxtail Park were also completed using LWCF grant funds (\$239,286), further enriching outdoor spaces. Additionally, several ARPA-funded projects

were successfully completed, contributing \$179,977 toward ongoing enhancements in the Village's public spaces.

The department continued its community outreach and engagement through its popular Rec on the Move program. Six events were held throughout the Village's various neighborhoods, bringing recreational opportunities to residents' front doors, and encouraging a healthy, active lifestyle through recreation. In continuing with delivering much-needed services to the Village, the department coordinated four out-of-school camps that provided educational opportunities and programs encouraging fitness and getting outdoors.

This year, the library has continued our commitment to improving the infrastructure and safety of our facilities to improve value and better serve the community. New accordion shutters were implemented to improve safety for the property as well as convenience and efficiency when preparing the shutters when needed. The facility also has an upgraded gutter system that was designed for both functionality and aesthetic appeal. The new gutter system was installed to better manage rainwater and protect the structure, by reducing water damage risk. Part of our recent aesthetic enhancements include the exterior paint job on the building, giving it a fresh and modern look that complements our overall aesthetic vision, village wide. They added outdoor LED Lighting on decorative Palm Fronds, creating a stunning visual effect in the evenings. As well as a new mural on the exterior of the building, that adds a splash of creativity to their environment. In the Village's continued efforts to promote the importance of reading, we are proud to have won our fifth consecutive mid-size municipality "Read for the Record" award. Reaching out to 3,754 involved in this meaningful event. We have trumped up our Summer Reading Program by adding more programs and events for the community, encouraging a love for reading among the school aged participants.

Utilities completed projects for Vacuum Station #3 Safety improvements and an Emergency Generator project. They completed a Lift Station Rehabilitation Project consisting of 3 lift stations and implemented SCADA Upgrades at 11 lift stations. Utilities also cleaned 5071 linear feet of sewer pipe and lined 4969 linear feet of 8" sewer pipe. Lastly, they lined 102 linear feet of 10" sewer pipe and replaced 11 broken fire hydrants.

Awards

The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Palm Springs, Florida, for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2024.

To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized annual comprehensive financial report, the contents of which conform to program standards. Such reports must satisfy both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year only. The Village of Palm Springs, Florida, has received a Certificate of Achievement for the last thirty-six consecutive years (fiscal years ended 1988-2023). We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to GFOA.

Acknowledgements

The Village is fortunate to be guided by leaders committed to making well informed decisions that will preserve the best of the "small town" feel and still work to enrich the quality of life for those who live, work, and play in our community. I am excited to see how we will meet the ever-changing needs of a growing community.

Finance has been able to encourage the Village to be fiscally conservative and equipped to meet those needs. I am blessed to lead a team of exceptional women that give their best every day and demonstrate their commitment to the Council, management and residents serving as stewards of our financial resources.

I want to recognize the Village Finance Department staff: Assistant Finance Director, Mariana Ortega, and our accounting staff, Nataly Cintron, Pisurki Rodriguez, Mayra Ramirez and Sajia Ahmed for their personal and professional integrity, quality, accountability, excellence, and teamwork. Without their hard work, attention to detail and dedication to the job, this audit would not be possible every year! This truly is a collaborative effort year-round from our team.

Respectfully submitted,



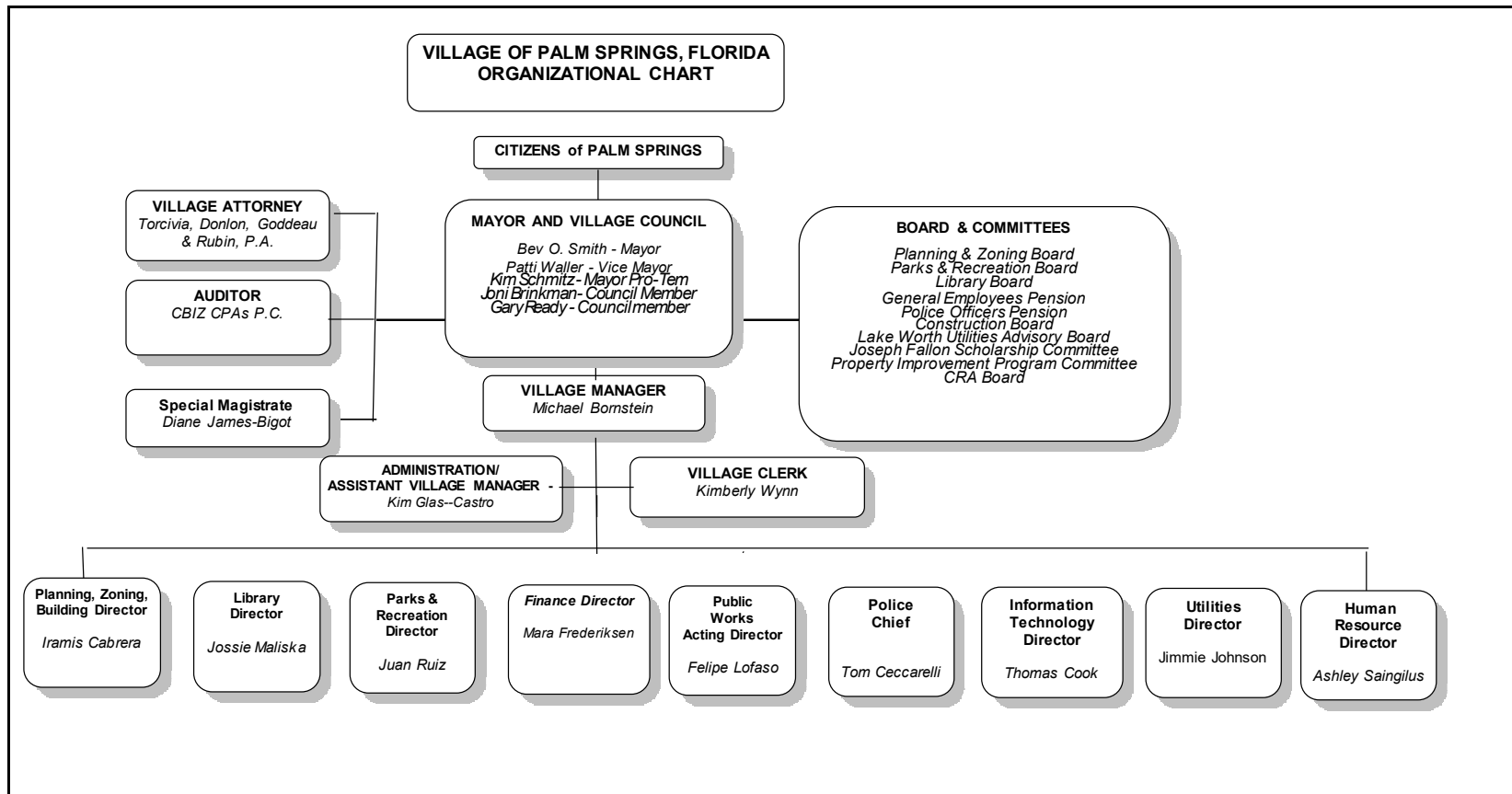
Mara Frederiksen
Finance Director

VILLAGE OF PALM SPRINGS, FLORIDA

LIST OF PRINCIPAL OFFICIALS

SEPTEMBER 30, 2024

Title	Name
Mayor	Bev O. Smith
Vice Mayor	Patti Waller
Mayor Pro-Tem	Kim Schmitz
Council Member	Gary Ready
Council Member	Joni Brinkman
Village Manager	Michael Bornstein
Assistant Village Manager	Kim Glas-Castro
Finance Director	Mara Frederiksen
Public Services Director	Felipe Lofaso
Public Safety Director	Tom Ceccarelli
Village Clerk	Kimberly Wynn
Information Technology Director	Thomas Cook
Library Director	Jossie Maliska
Parks & Recreation Director	Juan Ruiz
Planning, Zoning and Building Director	Iramis Cabrera
Village Attorney	Glen J. Torcivia
Human Resource Director	Ashley Saingilus
Utilities Director	Jimmie Johnson





Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Palm Springs
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morill

Executive Director/CEO

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

Independent Auditors' Report

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palm Springs, Florida (the "Village"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 18, and the budgetary comparison schedules and related notes, the condition rating of the Village's street system, the schedules of changes in the net pension liability and related ratios for the general employees pension fund and police officer pension fund, the schedule of Village contributions, the schedules of the Village's proportionate share of the net pension liability and schedules of the Village's contributions for the Florida retirement system pension plan and retiree health insurance subsidy program, the schedule of investment returns, and the schedule of changes in the total OPEB liability and related ratios on pages 95 through 114, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required

supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining fund financial statements and debt schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining fund financial statements and debt schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2025, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

West Palm Beach, Florida
March 27, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS
(MD&A)

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

As management of the Village of Palm Springs, we are presenting this discussion and analysis (MD&A) to provide a narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2024. Please read it in conjunction with the accompanying transmittal letter beginning on page i and the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The Village's total net position on September 30, 2024, is \$150.9 million. Of this amount, \$58.1 million (unrestricted net position) may be used to meet the Village's ongoing obligations to residents and creditors.
- Governmental net position is \$56 million, an increase of \$13.1 million from 2023 operations.
- Business-type net position was \$94.8 million, an increase of \$7.7 million from 2023 operations.
- The total revenues from all sources were \$65.9 million, an increase of \$9.9 million.
- The total cost of all Village programs was \$45 million, an increase of \$1.4 million.
- For 2024, the Village's governmental funds revenues and other financing sources exceeded expenditures by \$8,264,773.
- Revenues and other financing sources in the General Fund exceeded total expenditures by \$7,106,556.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$17,439,868, or 40.7% of total General Fund expenditures.
- The Village's total noncurrent liabilities increased by \$1,451,017 during the current fiscal year. The Village governmental activities long term liabilities increased by \$1 million, and the business-type activities long term liabilities decreased by \$429,942. The note payables in both governmental and business-type activities decreased, however the increases in leases and the addition of subscription arrangements this year coupled with pension liabilities produced the net increase in governmental activities.
- The total other postemployment benefits ("OPEB") liability increased \$300,912 to \$1,185,803 at September 30, 2024.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of a series of financial statements including four components which are:

1. Government-wide financial statements which include the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the Village as a whole.
2. Fund financial statements tell how services were financed in the short term, as well as what remains for future spending. Fund financial statements also report the Village's operations in more detail than the government-wide statements by providing information about the Village's most significant funds.
3. Notes to the financial statements.
4. Other information.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Government-wide Financial Statements

A frequently asked question regarding the Village's financial health is whether the year's activities contributed positively to the overall financial well-being. The Statement of Net Position and the Statement of Activities report information about the Village as a whole and about its activities in a way that helps answer this question. These statements include all assets and deferred outflows and liabilities and deferred inflows using the accrual basis of accounting, which is like the accounting used by most private-sector companies. All the current year's revenues and expenses are considered, regardless of when cash is received or paid.

These two statements report the Village's net position and changes therein. Net Position is the result of assets plus deferred outflows of resources minus liabilities and deferred inflows of resources. Net Position is one way to measure the Village's financial health, or financial position. Over time, increases or decreases in net position is an indicator of whether financial health is improving or deteriorating. The Statement of Net Position and the Statement of Activities present information about the following:

- **Governmental activities** - All of the Village's basic services are governmental activities, including the Village Council, Village Manager, Village Clerk, Finance, Human Resources, Information Technology ("IT"), Planning, Zoning & Building, Police, Sanitation and Recycling, Public Works (road and street maintenance), Library and Parks and Recreation Services. The Village's general obligation debt is also included in the governmental activities. Effective October 1, 2020, the Village's Community Redevelopment Area ("CRA") and the new American Rescue Plan fund are included within the governmental activities.
- **Business-type activities/Enterprise Fund activities** - The Village charges a fee to customers to cover all the cost of the services provided. The Village's Water and Sewer Utility and Stormwater Utility are reported in this category.

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the Village as a whole. Some funds are required to be established by State law. However, management establishes other funds, which aid in the management of money for particular purposes or meet legal responsibilities associated with the usage of certain taxes, grants, and other money. The Village's three kinds of funds, *governmental*, *proprietary*, and *fiduciary* use different accounting approaches as explained below.

- **Governmental funds** - Most of the Village's basic services are reported in the governmental funds. Governmental funds focus on how resources flow in and out, with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can be readily converted to cash. The governmental fund statements provide a detailed short-term view of the Village's general governmental operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Village's programs. The Village of Palm Springs has six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the American Rescue Plan Fund. Data from the other four governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements on pages 115-116 of this report. The basic governmental fund financial statements can be found on pages 22-25 of this report.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

- **Proprietary funds** - The Village has two enterprise funds: the Water and Sewer Utility Fund and the Stormwater Utility Fund. The Water and Sewer Utility Fund and the Stormwater Utility Fund account for the operations of the water and wastewater utility and stormwater utility, respectively, and charge customers for the services it provides. Enterprise funds are reported on the full accrual basis of accounting in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 26-29 of this report.
- **Fiduciary funds** - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village's own programs. The Village maintains two fiduciary funds: the General Employees' Pension Trust Fund and the Police Employees' Pension Trust Fund. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 30-31 of this report. Individual fund data for each of the pension funds is provided in the form of combining statements on pages 118-119 of this report.

Notes to the Basic Financial Statements

The notes to the financial statements are provided to communicate additional information that is essential to obtaining a comprehensive understanding of the data contained in the government-wide and fund financial statements. The notes to the financial statements are located on pages 32-94 of this report.

Other Information

In addition to the basic financial statements and notes, this annual report also presents certain required supplementary information which includes budgetary comparison schedules for the General Fund and American Rescue Plan Fund together with notes pertaining to the budget schedules. The Village also presents information concerning the condition rating of its streets and progress in funding its obligation to provide pension and OPEB benefits to its employees in this section. Required supplementary information can be found on pages 95-114.

The combining fund financial statements of the nonmajor governmental funds and the combining fund financial statements of the fiduciary funds are presented on pages 115-119 of this report. Immediately following the combining fund financial statements, the Village includes schedules of long-term debt. These schedules detail the principal and interest payments due by issue and fiscal year through maturity. These schedules are located on pages 120-122 of this report.

The statistical section located on pages 123-152 of this report presents schedules providing details about the financial trends, revenue capacity, debt capacity, demographic, economic and operating information to assist the user in understanding the Village's financial statements and overall financial health.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village, assets and deferred outflows exceeded liabilities and deferred inflows of resources by \$151 million, approximately \$20.8 million increase as compared to fiscal year 2023. The net position of the Village on September 30, 2024, and 2023 are summarized as follows:

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Net Position Summary

	Governmental Activities		Business-type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
Assets:						
Current and other assets	\$ 47,755,481	\$ 47,566,104	\$ 51,206,184	\$ 48,638,355	\$ 98,961,665	\$ 96,204,459
Net pension asset	6,721,778	603,841	2,576,130	486,913	9,297,908	1,090,754
Capital assets, net	24,322,469	20,252,487	55,429,974	50,951,617	79,752,443	71,204,104
Total assets	78,799,728	68,422,432	109,212,288	100,076,885	188,012,016	168,499,317
Deferred Outflows of Resources						
Deferred amount related to pensions	4,458,349	6,181,026	1,064,420	1,712,167	5,522,769	7,893,193
Deferred amount related to OPEB	394,223	265,412	157,446	110,954	551,669	376,366
Total Deferred Outflows of Resources	4,852,572	6,446,438	1,221,866	1,823,121	6,074,438	8,269,559
Liabilities:						
Long-term debt outstanding	17,874,620	18,914,286	11,120,041	11,549,983	28,994,661	30,464,269
Other liabilities	4,012,213	12,016,335	3,047,027	2,657,996	7,059,240	14,674,331
Total liabilities	21,886,833	30,930,621	14,167,068	14,207,979	36,053,901	45,138,600
Deferred Inflow of Resources						
Leases	219,003	291,904	--	--	219,003	291,904
Deferred amount on debt refunding	--	--	61,027	68,137	61,027	68,137
Deferred amounts related to pensions	5,367,049	595,885	1,292,568	397,463	6,659,617	993,348
Deferred amount related to OPEB	107,932	121,580	43,107	50,899	151,039	172,479
Total Deferred Inflows of Resources	5,693,984	1,009,369	1,396,702	516,499	7,090,686	1,525,868
Net Position:						
Net investment in capital assets	21,269,752	16,791,304	47,857,985	42,673,893	69,127,737	59,465,197
Restricted for net pension asset	6,721,778	603,841	2,576,130	486,913	9,297,908	1,090,754
Restricted for law enforcement	83,847	87,703	--	--	83,847	87,703
Restricted for debt service	283,212	265,655	--	--	283,212	265,655
Restricted for sales tax capital projects	11,786,547	9,843,285	--	--	11,786,547	9,843,285
Restricted for Lake Worth Rd CRA	604,343	255,105	--	--	604,343	255,105
Restricted for Congress Ave CRA	562,258	252,948	--	--	562,258	252,948
Restricted for American Rescue Plan Fund	1,070,640	584,672	--	--	1,070,640	584,672
Unrestricted	13,689,106	14,244,367	44,436,269	44,014,722	58,125,375	58,259,089
Total net position	\$ 56,071,483	\$ 42,928,880	\$ 94,870,384	\$ 87,175,528	\$ 150,941,867	\$ 130,104,408

The largest portion of the Village's net position (45.8%) reflects its investment in capital assets (land, buildings, machinery, equipment, leases and subscription arrangements), net of related debt and any deferred inflows/outflows used to acquire these assets. The Village uses these capital assets to provide services to citizens; therefore, these assets are not available for future spending. Although, the Village's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Village's net position (\$23.6 million or 15.69%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$58.1 million or 38.5%) may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the fiscal year, the Village has positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Summary of Changes in Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	\$ 5,870,685	\$ 5,652,683	\$ 25,677,007	\$ 24,465,623	\$ 31,547,692	\$ 30,118,306
Operating grants and contributions	300,737	269,052	--	-	300,737	269,052
Capital grants and contributions	9,044,866	1,307,776	338,927	1,695,706	9,383,793	3,003,482
General revenues:						
Property taxes	6,854,475	6,105,979	--	--	6,854,475	6,105,979
Utility service taxes	3,445,247	3,368,710	--	--	3,445,247	3,368,710
Franchise fees	2,021,196	2,083,730	--	--	2,021,196	2,083,730
Sales and use taxes	5,826,777	5,887,032	--	--	5,826,777	5,887,032
Business taxes	395,383	402,306	--	--	395,383	402,306
Intergovernmental, unrestricted	1,517,398	1,567,812	--	--	1,517,398	1,567,812
Investment income	2,505,835	1,721,284	1,988,298	1,304,378	4,494,133	3,025,662
Gain on sale of capital assets	12,420	--	2,523	--	14,943	--
Miscellaneous	65,085	122,811	41,797	40,559	106,882	163,370
Total revenues	37,860,104	28,489,175	28,048,552	27,506,266	65,908,656	55,995,441
Expenses:						
Program expenses:						
General government	4,170,771	4,136,272	--	--	4,170,771	4,136,272
Public Safety	12,185,143	13,121,283	--	--	12,185,143	13,121,283
Sanitation and Recycling (Physical environment)	1,720,917	1,586,290	--	--	1,720,917	1,586,290
Transportation	3,040,001	2,853,355	--	--	3,040,001	2,853,355
Economic Environment	257,315	221,748	--	--	257,315	221,748
Culture/Recreation	2,984,144	2,561,413	--	--	2,984,144	2,561,413
Interest on long-term debt	92,746	102,292	--	--	92,746	102,292
Water and Sewer Utility	--	--	20,465,575	18,947,014	20,465,575	18,947,014
Stormwater Utility	--	--	154,585	101,283	154,585	101,283
Total Expenses	24,451,037	24,582,653	20,620,160	19,048,297	45,071,197	43,630,950
Change in net position before transfers	13,409,067	3,906,522	7,428,392	8,457,969	20,837,459	12,364,491
Transfers	(266,464)	2,096,896	266,464	(2,096,896)	--	--
Increase in net position	13,142,603	6,003,418	7,694,856	6,361,073	20,837,459	12,364,491
Net Position - October 1	42,928,880	36,925,462	87,175,528	80,814,455	130,104,408	117,739,917
Net Position - September 30	\$ 56,071,483	\$ 42,928,880	\$ 94,870,384	\$ 87,175,528	\$ 150,941,867	\$ 130,104,408

Governmental Activities

Revenues: Governmental activities increased the Village's net position by \$13,142,603. Charges for Services contributed an increase of \$218,002 over fiscal year 2023. The largest increase (\$7,737,090) is from Capital grants and contributions generated by a rate increase implemented to cover increased fees charged by the Village's contractual waste hauler.

Operating grants and contributions increased \$7,737,090 compared to 2023; this reflects increases from American Rescue Plan Funding. Physical Environment saw a decrease of \$134,627 as shared revenues generated by recycling with the Solid Waste Authority has dried up as the cost of processing the recycled materials increases. There were small increases in general government from donations from our health care provider to promote healthy living incentives to Village employees and Culture Recreation received increased grant revenues for technology and stem grants.

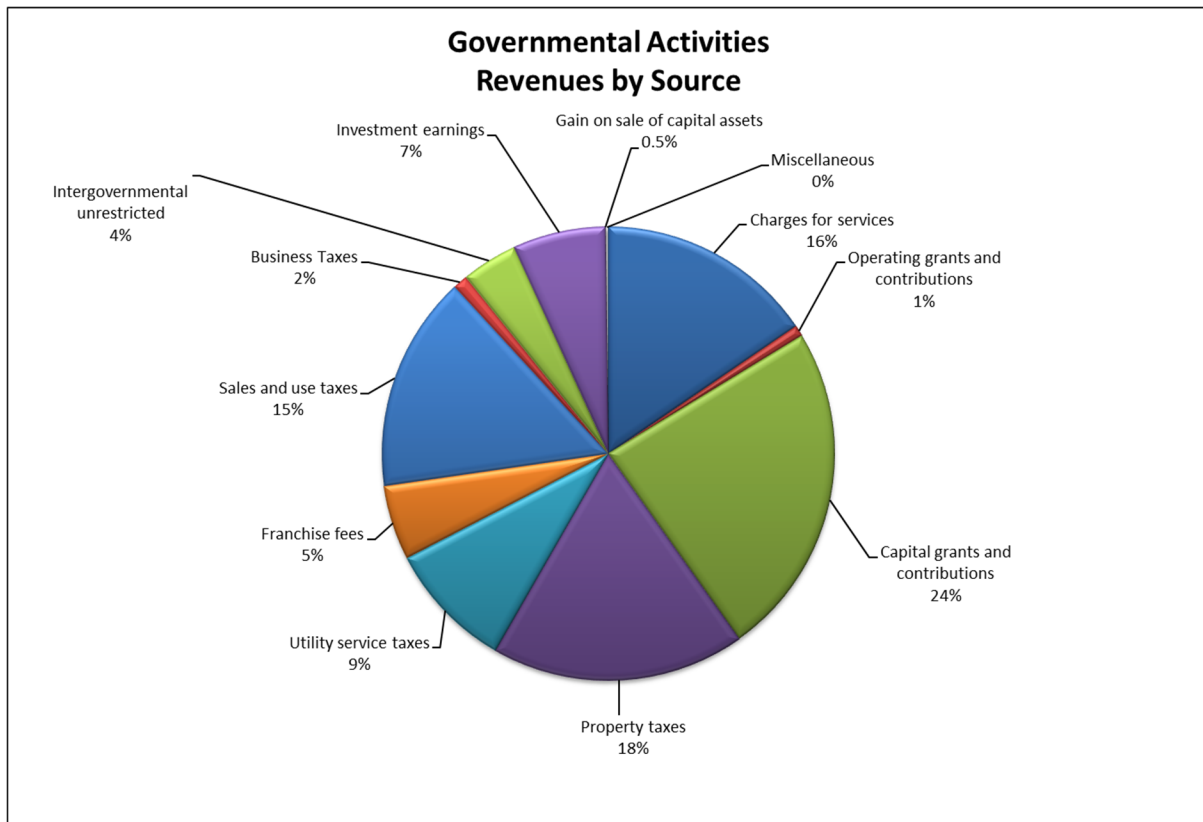
VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Capital grants and contributions totaled \$9,044,866 in fiscal year 2024, an increase of \$7,737,090 compared to fiscal year 2023. This reflects a net increase of \$7,854,135 in Economic Environment with funding for the CRA in the third year of operation and an increase in Public Safety of \$123,762 as grants received in 2023 were not received in this year, also there was a decrease of \$251,333 in Culture/Recreation primarily due to the grant received in 2021 from the National Land Conservation for our Lakewood Garden Park enhancements that was not received in 2024.

Property taxes increased by \$748,496 or 12.20% over fiscal year 2023, the Village's taxable value increased by \$173,564,624 or 9.14% over fiscal year 2023. Other taxes (utility, franchise, sales and use and business taxes) increased \$53,175 or .45%.

The Village's governmental activities revenues by source are summarized as follows:



Ad valorem taxes represent 18% of total governmental activity revenues this fiscal year, which is 3% less than fiscal year 2023, utility service taxes franchise fees, charges for services, miscellaneous revenues and capital grants are all down 1% this year compared to fiscal year 2023 while investment earnings grew by 45.58% this year with the increased interest rate market. All other sources remained the same as fiscal year 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

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Expenses: The Village's programs include General Government, Public Safety, Water and Sewer Utility, Stormwater Utility, Transportation, Economic Environment and Culture/Recreation. General Government includes the legislative, executive, financial, information technology, and other general operations of the Village. Public Safety includes police, and planning, zoning, building, licensing, and code enforcement operations. Transportation includes our street maintenance and public works operations. Economic Environment represents the operations of our Community Redevelopment Agency (CRA) and the American Rescue Plan fund. Culture/Recreation includes our library, parks and recreation and special events.

General Government expenses increased \$34,499 this year including election related expenses, a consultant engaged to conduct a Village wide survey to establish a baseline of resident interests, concerns, and desires. Also, this year the Village increased funding for a management team consultant to continue work on the visioning process and team development, and we also offered on site education through the local state college training for our employees to learn Spanish and for English as a second language to primary Spanish speaking employees. These new programs combined with increases in personnel and insurance increase generated the increases over fiscal year 2023.

Public Safety expenses decreased \$936,140. Planning, Zoning and Building experienced an increase in contractual services for plan review, and GIS services as well as building official services. These were related to increased development activities. Police expenses increased in personnel costs with increased staffing, overtime, pension, and insurance. Operating costs increased for fuel, repairs, electricity, insurance, and supplies.

Physical Environment expenses increased \$134,627 due to a rate increase in the mid-year rate increase from the contract renewal with our waste hauler.

Transportation expenses increased \$186,646 for fiscal year 2024 compared to fiscal year 2023. This reflects the increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases.

Economic Environment increased \$35,567 reflecting the activity in the CRA in its third year of operation. This decrease is net an increase with the addition of one code enforcement officer to service the CRA districts less a significant decline in contractual services compared to last year which included payments related to the Lake Worth Road Drainage Improvements in cooperation with the State of Florida

Culture and recreation increased \$422,731 for fiscal year 2024 compared to fiscal year 2023, as with Public Safety, and Transportation the increase is primarily due to personnel costs including increased staffing, pension, and insurance. Operating costs for supplies, repairs, electricity, and increased costs of special events.

Below is a schedule presenting the net cost of each program (total cost, less revenues generated by the activities). The net cost shows the extent to which the Village's general revenues support each of the Village's programs.

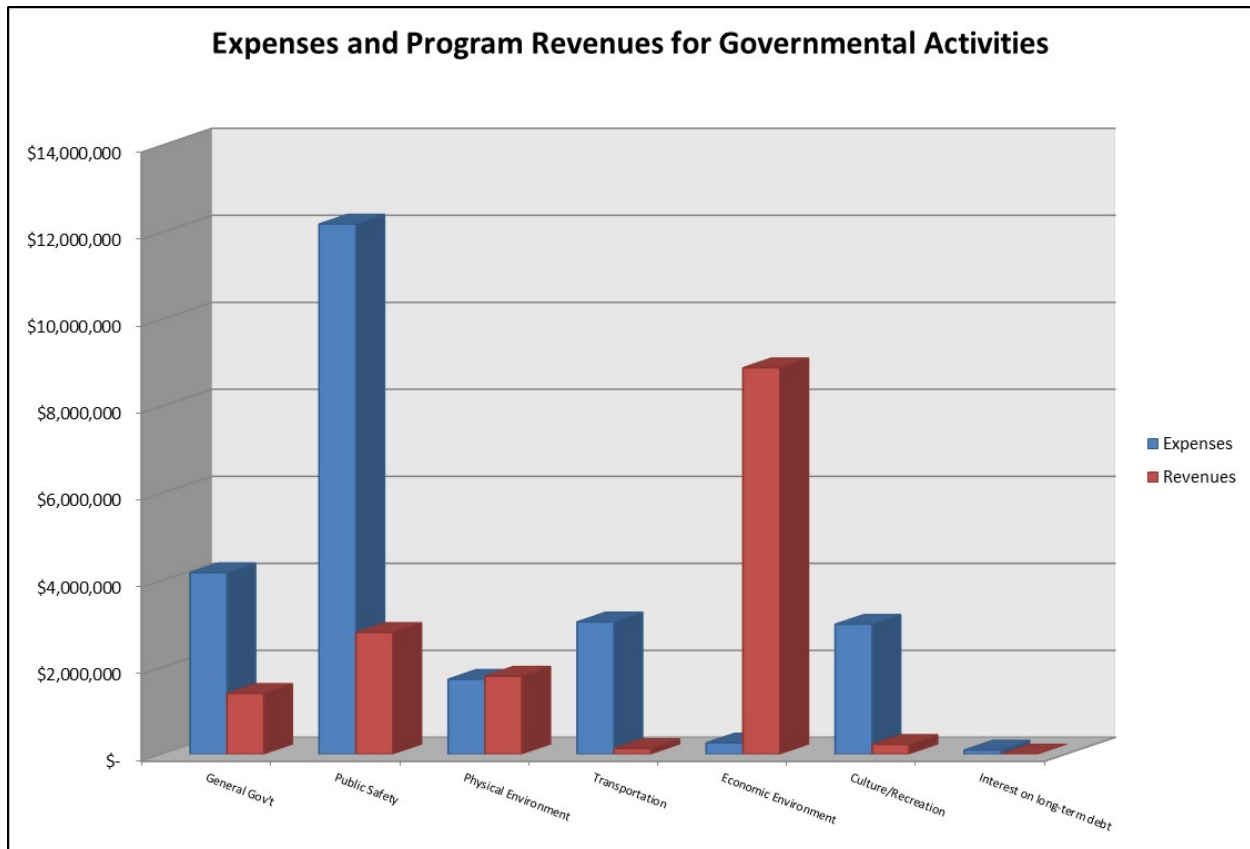
VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

Village of Palm Springs Governmental Activities Net Cost of Services

	Total Cost of Services		Program Revenues		Net Cost of Services	
	2024	2023	2024	2023	2024	2023
General Government	\$ 4,170,773	\$ 4,136,272	\$ (1,396,361)	\$ (1,382,522)	\$ 2,774,412	\$ 2,753,750
Public Safety	12,185,143	13,121,283	(2,795,049)	(2,430,007)	9,390,094	10,691,276
Physical Environment	1,720,917	1,586,290	(1,792,507)	(1,574,780)	(71,590)	11,510
Transportation	3,040,001	2,853,355	(129,528)	(125,120)	2,910,473	2,728,235
Culture/Recreation	2,984,144	2,561,413	(223,013)	(430,765)	2,761,131	2,130,648
Economic Environment	257,315	221,748	(8,879,830)	(1,025,695)	(8,622,515)	(803,947)
Interest on long-term debt	92,746	102,292	--	--	92,746	102,292
Totals	\$ 24,451,039	\$ 24,582,653	\$ (15,216,288)	\$ (6,968,889)	\$ 9,234,751	\$ 17,613,764

The total cost of all governmental activities this year was \$24.4 million, representing a decrease of \$131,616 or .54%. The schedule above shows that \$8 million of the cost of services was paid by those who directly benefited from the programs and \$16.4 million was financed through general revenues.



VILLAGE OF PALM SPRINGS, FLORIDA

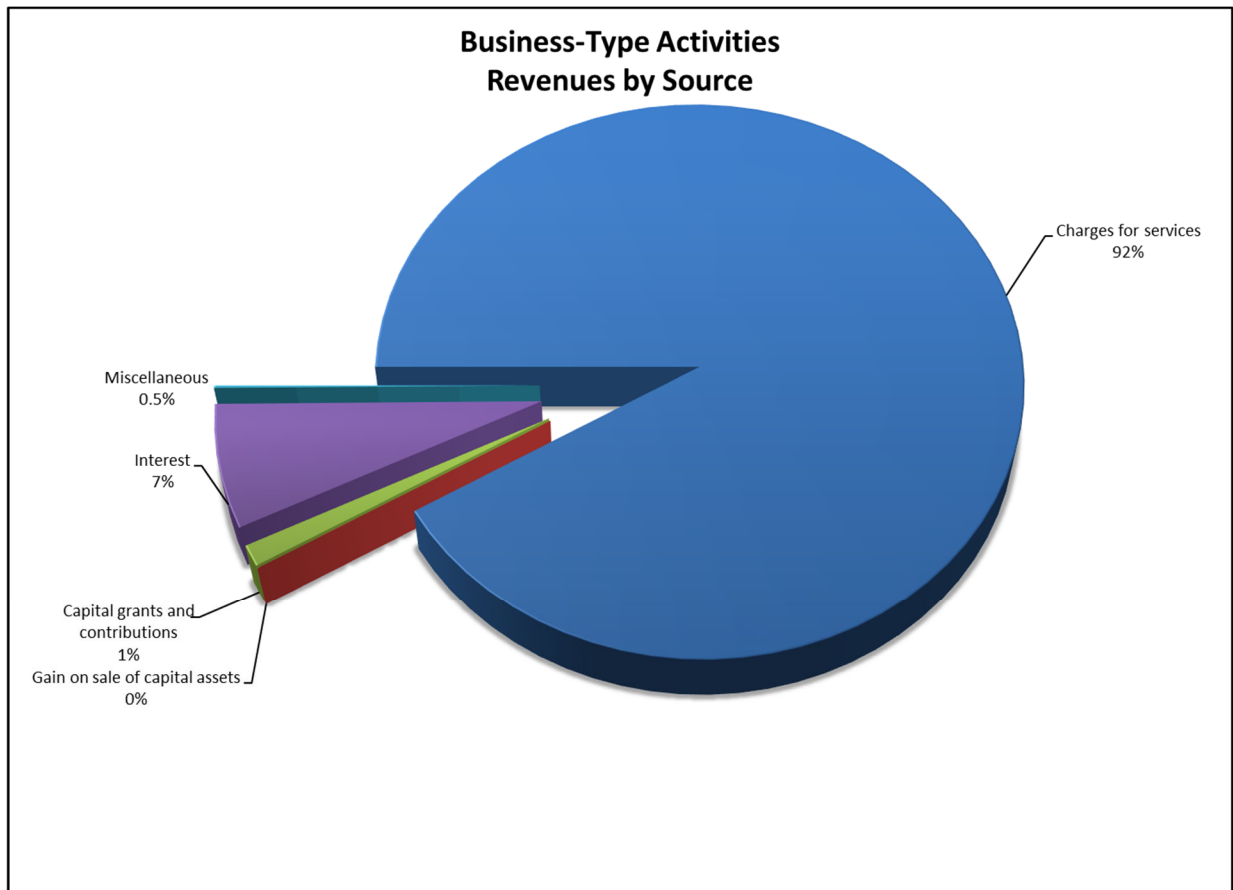
MANAGEMENT AND DISCUSSION AND ANALYSIS

Business-type Activities

The net position of the proprietary funds (Water and Sewer Utility and Stormwater Utility) on September 30, 2024, was \$94.8 million. The cost of providing proprietary (business-type) activities this year was \$20.6 million, as shown in the Statement of Activities. This is an increase of \$1,571,863 compared to fiscal year 2023. This reflects the significant impact of GASB Statement No. 68 pension related expenses, increased wastewater treatment and disposal charges, coupled with increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases.

The Village Stormwater Utility was established in 2017 and ended the current year with a net position of \$6.7 million or \$2,815,485 over the fiscal year 2023. This increase reflects the stormwater fees collected via non-ad valorem assessment of \$532,705, interest earnings of \$68,140 and \$2,369,225 in funding from the American Rescue Plan for Stormwater Projects, less a small increased personnel costs with the addition of a Stormwater Coordinator.

Net position increased by \$7,694,856 for the two enterprise funds combined. The following graph shows the source of revenues for the Water and Sewer Utility and Stormwater Utility for the current fiscal year. Revenues derived from charges for services increased by \$1,211,384 or 4.95%, which reflects the increase in water and sewer rates implemented in November for services used in October and increased demand with new developments. Capital Grants and Contributions significantly decreased by \$1,356,779 from capital contribution fees from new construction. Interest income increased \$683,920 as interest rates increased.



VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

FINANCIAL ANALYSIS OF THE VILLAGE'S FUNDS

The Village uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds

The governmental funds report on the same functions as the governmental activities in the government-wide statements but the focus of the governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources available at fiscal year-end. This information is useful in evaluating the Village's financing requirements. The unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of \$43,537,777, an increase of \$8,264,773, in comparison with the prior year. Revenues increased \$9,358,509. Tax revenue increased \$954,477 or 7.3%, the taxable value increased by 9.14% and utility taxes increased as the Village is experiencing new growth with recovery from the COVID decline. Permits and fees increased \$47,614 representing a decline in building permit fees from the prior year and less construction projects which is also reflected in the decrease of \$202,211 in impact fees. Intergovernmental revenues decreased \$50,414, or .3%. State Revenue Sharing and Half-Cent Sales Tax decreased \$146,297 and One-Cent Sales Tax increased \$63,151.42. Grant revenues increased \$31,685 compared to last fiscal year. Charges for services increased by \$218,002 primarily due to the rate increase for garbage collection and disposal fees needed to cover the increase the Village incurred from the contractual rate increase from our waste hauler. We also saw increased participation in our Village camp and leisure activity programs.

In fiscal year 2024 expenditures for the governmental funds increased by \$6,377,004 compared to fiscal year 2023. General Government expenditures decreased by \$131,616 or .54%, this included election related expenses, a consultant engaged to conduct a Village wide survey to establish a baseline of resident interests, concerns, and desires. Also, this year the Village increased funding for a management team consultant to continue work on the visioning process and team development. We also offered on site education through the local state college training for our employees to learn Spanish and for English as a second language for our primary Spanish speaking employees and increased personnel costs.

Public Safety increased by \$936,140 or 7.68%, Planning, Zoning and Building decreased \$88,143. Police expenditures decreased \$936,140 or 7.68% of which \$613,391 for salary and related benefits, the remaining increases were in contractual services and operating costs including uniforms and education.

Physical Environment costs increased \$134,627 which reflects the year rate increase from the contract renewal with our waste hauler.

Expenditures for Transportation increased \$186,646 compared to fiscal year 2023, personnel and benefit costs increased \$96,458, operating expenditures contributed \$76,849 to this increase including increases in contractual services, electricity and repair and maintenance. Capital outlay increased \$13,339 which included the completion of a material storage building, and design work on three projects including the intersection of Greenbrier and Davis as well as designs for a new entranceway at Greenbrier and Congress.

Culture/Recreation experienced an increase of \$422,731. Library expenditures decreased \$9,882 with a decrease in repairs and maintenance. Parks and Recreation including special events increased \$684,060. Of this \$312,090 represents increased personnel and benefit increases, \$133,247 represents increases in operating expenses including professional fees for development of a new Parks and Recreation Master Plan, increased contractual services and operating supplies for expanded and enhanced special event activities, capital outlay increased \$238,725 with improvements to the offices, playground, and outdoor fitness equipment.

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The governmental funds had a total fund balance of \$43,537,777 comprised of non-spendable fund balance of \$81,749 for inventory; restricted fund balances of \$14,307,000 (\$87,703 for law enforcement, \$283,212 for debt service, \$11,786,547 for infrastructure capital projects financed by the one-cent sales tax, \$1,166,601 for the CRA and \$1,070,640 for the American Rescue Plan); assigned fund balances of \$3,000,000 for disaster recovery; \$7,000,000 assigned for future capital projects and, \$1,612,210 for the 2024/2025 budget. The balance of \$17,439,868 is unassigned.

The primary operating fund for the Village is the General Fund. At the end of the current fiscal year, in accordance with GASB Statement No. 54 the unassigned fund balance of the General Fund was \$17,439,868, while the total fund balance was \$40,933,477. The unassigned fund balance in General Fund represents 40.7% of the fiscal year 2024 budgeted expenditures. The Village is anticipating rising costs for capital projects as inflation has impacted all supplies and related services. The parks and recreation master plan has presented new ideas and opportunities to develop facilities to meet the evolving interests of our community. The Village is also evaluating the best solution to the expansion needs of our police department. The unassigned fund balance at fiscal year-end 2023 represented 31.3% of the 2024 final budget. The Village's target balance range for unassigned fund balance is 20-25%.

Proprietary Funds

The Village has two proprietary funds, which are both enterprise funds. Enterprise funds present the same functions presented as business-type activities in the government-wide financial statements, but in more detail. The Village of Palm Springs uses an enterprise fund to account for its Water and Sewer Utility operations and its Stormwater Utility operations.

Unrestricted net position for the Water and Sewer Enterprise Fund was \$42.4 million at fiscal year-end, an increase of \$337,571 compared to the prior fiscal year. Charges for services revenues increased \$1,182,031 or 7.2% due primarily to the rate increase effective for services provided in October billed in November and increased demand from new developments.

Revenues from capital contributions decreased \$1,356,779 as development and redevelopment is rebounding post-covid. Operating expenses increased \$2,433,691 primarily due to the significant impact of GASB Statement No. 68 pension related expenses, increased wastewater treatment and disposal charges, coupled with increased staffing, insurance, and pension costs as well as electricity, fuel, repair costs and operating supply increases. Total net position for the Water and Sewer Enterprise Fund was \$88 million at fiscal year-end, an increase of \$4,879,371 from the prior fiscal year. The increase in net position from operations was \$4,894,789 (operating income).

The Stormwater Utility, now in its sixth year of operations, had operating revenues of \$532,705 and operating expenses of \$154,585 for 2024. The Stormwater Utility net position increased by \$2,815,485 and ended the fiscal year at \$6,798,633.

GENERAL FUND BUDGETARY HIGHLIGHTS

The original budget of increased from \$37.9 million to \$42.7 million due to some additional capital funding needs.

General Fund expenditures were \$14,067,826 less than the budget for fiscal year 2024. General government departments in total expended \$1,430,272 less than budgeted due to staff vacancies, and unexpended capital outlay, including some software projects that did not move forward and a few projects came in less than anticipated. Public Safety (Police department and the Planning, Zoning and Building Department) expended \$8,707,723 less than expected due to staff vacancies and unexpended capital outlay. In the police department we

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budgeted \$8,000,000 for the building expansion and only expended \$1.4 million in architect fees and construction manager at risk fees. Physical environment expenditures were \$9,029 less than expected as the increase from our private hauler came in slightly less than anticipated. Expenditures in Transportation were \$3,076,610 less than anticipated with savings in personnel due to vacancies, operating costs from the planned traffic calming study that was not done and unexpended capital outlay for vehicles that were budgeted but the vendors could not deliver. Culture and Recreation expenditures were \$844,192 less than anticipated primarily due to capital projects budgeted in parks and recreation for renovation of the splash pad, and additional park improvements that did not progress as expected by fiscal year end and others that were intentionally put on hold waiting to see the results from the parks and recreation master plan study to determine the needs and wants of our community and better direct these resources.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The Village of Palm Springs' investment in capital assets for its governmental and business-type activities as of September 30, 2024, amounts to \$79,752,443 (net of accumulated depreciation/amortization). This investment in capital assets includes land, buildings, improvements, machinery and equipment, library books, software, roads, sidewalks, bridges, drainage, intangible assets, leases (right-of-use assets) and new this year, subscription arrangements in compliance with GASB Statement No. 96. The governmental activities investment in capital assets, net of accumulated depreciation/amortization increased by \$4,069,982 or 16.73% compared to fiscal year 2023. The net change includes an increase in assets of \$5,283,327 less an increase of \$1,213,345 in accumulated depreciation/amortization.

Buildings increased \$360,996 for improvements to the LAB Building, improvements to the EOC ops building and improvements to the main water treatment plant property.

Improvements other than buildings increased \$2,527,940 including improvements to several intersections such as Greenbrier and Davis, swale improvements at Alameda and Solar Lighting at Kirk Rd.

Machinery and equipment increased \$898,706 including new audio/visual equipment in the Council Chambers, additional access control for the new offices in the built-out flex area, the police department purchased 3 police cars, 5 police SUV's, 1 transit van, upgraded access control for the police, new server, new camera surveillance equipment, video equipment for training and a new water heater. We added new air conditioning units to cool our IT and communication equipment rooms, purchased a new server and a new air conditioning unit for the library. Parks and Recreation purchased a new utility vehicle, a new Cushman hauler pro, added access control for the LAB (leisure activities building), replaced the air conditioner at the LAB and acquired the new outdoor warning system for lightning alerts.

The Village recorded right-of-use assets – leases worth \$115,319 which includes primarily copiers leased throughout the Village and a postal machine. This is an increase of \$50,856 with multiple new copiers added. This category is generated by applying the GASB Statement No. 87 requirements.

This year the Village recorded subscription arrangements worth \$58,655 This includes software provided as a subscription service. This category is generated by applying the GASB Statement No. 96 requirements.

Construction in progress increased \$1,543,384 including buildings, intersection and entranceway improvements, park improvements and software system implementations that were all in progress at fiscal year-end. A total of 8 projects were in progress at fiscal yearend.

The Village uses the modified approach for infrastructure reporting of its street system. The Village's policy is to maintain at least 80% of its street system in *good* or *better* condition using the Asphalt Pavement Rating categories of the Asphalt Institute. The rating completed through the most recent year continues to meet or

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exceed Village policy. For 2024 the estimated maintenance costs were \$215,000 and the actual were \$172,740. More information on the Village's Street System and condition rating can be found on page 102 of this report.

Business-type activities investment in capital assets increased by \$4,478,357 or 8.1% over fiscal year 2023. Assets increased by \$7,499,654 net a decrease in accumulated depreciation/amortization of \$3,021,297. Construction in progress increased in the Water and Sewer Enterprise fund by \$934,90 representing 14 projects underway at the end of fiscal year 2024. The Stormwater Enterprise fund had a decrease of \$1,070,651 in construction in progress at fiscal yearend representing 5 projects.

Additional detailed information regarding capital assets can be found in Note 4. Capital assets on September 30, 2024, and 2023 are summarized as follows:

**Village of Palm Springs
Capital Assets Net of Depreciation/Amortization**

	Governmental Activities		Business-type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
Land	\$ 729,641	\$ 729,641	\$ 379,987	\$ 379,987	\$ 1,109,628	\$ 1,109,628
Buildings	10,272,706	10,231,489	4,123,650	3,803,871	14,396,356	14,035,360
Improvements other than buildings	8,426,443	5,898,503	100,383,841	93,367,026	108,810,284	99,265,529
Machinery & Equipment	9,058,010	8,159,304	9,793,491	7,635,050	18,851,501	15,794,354
Software & Library Materials	940,736	719,512	34,188	34,188	974,924	753,700
Leases (Right-of-use assets) - Equipment	115,319	64,463	28,378	18,168	143,697	82,631
Subscription arrangements	117,961	117,961	41,059	41,059	159,020	159,020
Infrastructure	5,532,268	5,532,268	940,646	940,646	6,472,914	6,472,914
Intangible Assets	--	--	7,174,063	7,174,063	7,174,063	7,174,063
Construction in Progress	4,185,004	2,641,620	3,950,841	5,956,432	8,135,845	8,598,052
Total Assets	39,378,088	34,094,761	126,850,144	119,350,490	166,228,232	153,445,251
Less Accumulated Depreciation/Amortization	(15,055,619)	(13,842,274)	(71,420,170)	(68,398,873)	(86,475,789)	(82,241,147)
Total	\$ 24,322,469	\$ 20,252,487	\$ 55,429,974	\$ 50,951,617	\$ 79,752,443	\$ 71,204,104

Debt: At fiscal year end, the Village had a total long-term debt outstanding of \$11,904,263 (excluding other postemployment benefits of \$1,185,803 and net pension liability of (\$15,904,595) an increase of \$859,403, or 5.4% as compared to fiscal year 2023. Detailed information on the Village's long-term liabilities is presented in Notes 5, 6, 9, and 10 to the financial statements. Long-term liabilities on September 30, 2024, and 2023 are summarized as follows:

**Village of Palm Springs
Long-Term Liabilities**

	Governmental Activities		Business-type Activities		Total Primary Government	
	2024	2023	2024	2023	2024	2023
General Obligation Bank Note	\$ 2,790,970	\$ 3,126,922	\$ --	\$ --	\$ 2,790,970	\$ 3,126,922
Note Payable	--	--	7,415,256	8,126,564	7,415,256	8,126,564
Compensated Absences	1,105,657	914,271	333,065	301,142	1,438,722	1,215,413
Financed purchase (direct borrowing)	121,833	180,746	-	--	121,833	180,746
Leases (Right-of-use assets)	62,811	43,883	16,016	11,423	78,827	55,306
Subscription arrangements	58,655	94,529	-	15,900	58,655	110,429
Other postemployment benefits	847,375	615,679	338,428	269,212	1,185,803	884,891
Net Pension Liability	12,887,319	13,938,256	3,017,276	2,825,742	15,904,595	16,763,998
Total	\$ 17,874,620	\$ 18,914,286	\$ 11,120,041	\$ 11,549,983	\$ 28,994,661	\$ 30,464,269

VILLAGE OF PALM SPRINGS, FLORIDA

MANAGEMENT AND DISCUSSION AND ANALYSIS

The water and sewer 2003 revenue bonds were refinanced in April 2013 with a 20-year bank loan that also provided additional funds of \$5 million for expansion of our wastewater lines. The interest rates on the 2003 revenue bonds ranged from 4.5% to 5.25% compared to the 2013 bank loan interest rate of 2.905%. Additional information on the Village's noncurrent liabilities can be found in Note 5, beginning on page 59 of this report.

In accordance with GASB Statement No. 68 the Village reported a net pension liability of \$15,904,595 of which \$12,887,319 is related to governmental activities and \$3,017,276 is for business-type activities. For additional information on the Village's pension plans see Note 9, beginning on page 67 of this report.

The liability for OPEB increased \$300,912 in 2024 to a total of \$1,185,803 and represents the implicit rate subsidy in retiree health insurance rates. The increase reflects the latest actuarial valuation dated October 1, 2023, performed in accordance with GASB Statement No. 75. Additional information on other postemployment benefits can be found in Note 10, beginning on page 88 of this report.

NEXT YEAR'S BUDGET AND ECONOMIC FACTORS

The Village's assessed taxable value increased for the tenth consecutive year since the fiscal year 2008 recession. This fiscal year our taxable value increased \$173,564,624 or 9.14% over fiscal year 2023 for a total assessed value of \$1,759,967,319. We expect this trend to continue as the real estate and construction industry is recovering post-COVID, although the increase in interest rates may slow down real estate sales. Now that the Village has an operating CRA the property taxes generated in the two defined districts (Congress Avenue and Lake Worth Road) will not be available to the General Fund. This fiscal year that impact was \$412,286, an increase of \$198,901 over 2023 and as the CRA grows so will the impact to the General Fund.

The Village Council maintained the 2023 operating millage rate of 3.50 mills for 2024 and lowered the debt service millage rate by 12.4%% to .2121. The Village Council maintained the operating millage rate of 3.50 mills for 2024 and lowered the debt service millage rate by 12.4% to .2121. Property tax collections increased \$748,496 or 10.9% over fiscal year 2023, while the taxable value increased 9.14%.

Ad valorem taxes represent 18% of total governmental activity revenues this fiscal year, which is 3% less than fiscal year 2023. Capital grants, charges for services, miscellaneous revenues, franchise fees and utility service taxes all decreased 1% compared to fiscal year 2023, while investment earnings increased by 5% as the Village maximized the increasing interest rate environment. All other sources remained the same as fiscal year 2023.

The Village was awarded \$12,629,526 in American Rescue Plan funds. During this fiscal year the Village expended \$8,467,544.18 towards 3 stormwater improvements, IT infrastructure to improve connectivity between village facilities, 1 project within the two CRA districts to help promote growth in those areas and attract re-development and Village wide infrastructure improvements.

Effective October 1, 2009 (fiscal year 2010) the Village transferred fire rescue services to Palm Beach County Fire Rescue. Palm Beach County Fire Rescue MSTU (municipal services taxing unit) now taxes Village property owners \$3.4581 mills per \$1,000 of taxable value. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, limiting our millage rate to \$6.5419.

VILLAGE OF PALM SPRINGS, FLORIDA
MANAGEMENT AND DISCUSSION AND ANALYSIS

The General Fund's unassigned fund balance of \$17,439,868 on September 30, 2024, represents 40.7% of the 2024 adopted budget of \$42,771,586, which is slightly above our target range of 20-25%. The Village is anticipating rising costs of capital projects as inflation has impacted all supplies and related services. The parks and recreation master plan has presented new ideas and opportunities to develop facilities to meet the evolving interests of our community. The Village is also evaluating the best solution to the expansion needs of our police department.

The Village Council has prudently assigned \$3.0 million dollars of the General Fund's fund balance for disaster recovery and \$7.0 million for future capital needs.

CONTACTING THE VILLAGE'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the Village's finances and to show the Village's accountability for the money it receives. If you have questions about this report or need additional information, please contact:

Village of Palm Springs
Finance Department
226 Cypress Lane
Palm Springs, FL 33461
561-584-8200 x 8440
www.vpsfl.org

BASIC FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	\$ 42,506,652	\$ 47,224,081	\$ 89,730,733
Cash and cash equivalents - restricted	3,571,772	--	3,571,772
Receivables:			
Accounts, net of allowance	91,955	3,408,691	3,500,646
Utility taxes	271,129	--	271,129
Franchise fees	429,716	--	429,716
Intergovernmental	566,076	--	566,076
Grants	4,326	--	4,326
Leases receivable	223,067	--	223,067
Inventory	81,749	573,412	655,161
Prepaid expenses	9,039	--	9,039
Net pension asset	6,721,778	2,576,130	9,297,908
Capital assets:			
Capital assets, not being depreciated	10,446,913	5,271,474	15,718,387
Capital assets being depreciated/amortized	28,931,175	121,578,670	150,509,845
Accumulated depreciation/amortization	(15,055,619)	(71,420,170)	(86,475,789)
Total Assets	78,799,728	109,212,288	188,012,016
Deferred Outflows of Resources			
Deferred amount related to pensions	4,458,349	1,064,420	5,522,769
Deferred amount related to OPEB	394,223	157,446	551,669
Total Deferred Outflows of Resources	4,852,572	1,221,866	6,074,438
Liabilities			
Accounts payable and accrued liabilities	1,084,072	1,089,111	2,173,183
Contract retainage payable	18,448	79,690	98,138
Accrued interest payable	13,512	89,748	103,260
Deposits	111,227	1,788,478	1,899,705
Unearned revenue	2,784,954	--	2,784,954
Noncurrent liabilities			
Due within one year:			
Notes payable	344,030	732,120	1,076,150
Compensated absences	90,203	25,129	115,332
Financed purchase	60,239	--	60,239
Leases (right-of-use asset)	28,572	5,516	34,088
Subscription arrangements	28,888	--	28,888
Due in more than one year:			
Notes payable	2,446,940	6,683,136	9,130,076
Compensated absences	1,015,454	307,936	1,323,390
Financed purchase	61,594	--	61,594
Leases (right-of-use asset)	34,239	10,500	44,739
Subscription arrangements	29,767	--	29,767
Total OPEB liability	847,375	338,428	1,185,803
Net pension liability	12,887,319	3,017,276	15,904,595
Total Liabilities	21,886,833	14,167,068	36,053,901
Deferred Inflows of Resources			
Leases	219,003	--	219,003
Deferred amount related to debt refunding	--	61,027	61,027
Deferred amount related to pensions	5,367,049	1,292,568	6,659,617
Deferred amount related to OPEB	107,932	43,107	151,039
Total Deferred Inflows of Resources	5,693,984	1,396,702	7,090,686
Net Position			
Net investment in capital assets	21,269,752	47,857,985	69,127,737
Restricted for:			
Net pension asset	6,721,778	2,576,130	9,297,908
Law enforcement	83,847	--	83,847
Debt service	283,212	--	283,212
Sales tax capital projects	11,786,547	--	11,786,547
Lake Worth Road CRA	604,343	--	604,343
Congress Ave CRA	562,258	--	562,258
American Rescue Plan Fund	1,070,640	--	1,070,640
Unrestricted	13,689,106	44,436,269	58,125,375
Total Net Position	\$ 56,071,483	\$ 94,870,384	\$ 150,941,867

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General government	\$ 4,170,771	\$ 1,295,888	\$ 59,199	\$ 41,274
Public safety	12,185,143	2,567,450	103,837	123,762
Physical environment	1,720,917	1,791,416	1,091	--
Transportation	3,040,001	--	129,528	--
Culture/recreation	2,984,144	215,931	7,082	--
Economic environment	257,315	--	--	8,879,830
Interest on long-term debt	92,746	--	--	--
Total Governmental Activities	24,451,037	5,870,685	300,737	9,044,866
Business-type Activities				
Water and sewer utility	20,465,575	25,144,302	--	338,927
Stormwater utility	154,585	532,705	--	--
Total Business-type Activities	20,620,160	25,677,007	--	338,927
Total	\$ 45,071,197	\$ 31,547,692	\$ 300,737	\$ 9,383,793

General Revenues

Taxes:

Property taxes

Utility services taxes

Franchise fees

Sales and use taxes

Business taxes

Intergovernmental, unrestricted

Investment income

Gain on sale of capital assets

Miscellaneous

Transfers

**Total General Revenues
and Transfers**

Change in Net Position

Net Position - Beginning of Year

Net Position - End of Year

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

Governmental Activities	Business-type Activities	Total
\$ (2,774,410)	\$ --	\$ (2,774,410)
(9,390,094)	--	(9,390,094)
71,590	--	71,590
(2,910,473)	--	(2,910,473)
(2,761,131)	--	(2,761,131)
8,622,515	--	8,622,515
(92,746)	--	(92,746)
(9,234,749)	--	(9,234,749)
--	5,017,654	5,017,654
--	378,120	378,120
--	5,395,774	5,395,774
(9,234,749)	5,395,774	(3,838,975)
6,854,475	--	6,854,475
3,445,247	--	3,445,247
2,021,196	--	2,021,196
5,826,777	--	5,826,777
395,383	--	395,383
1,517,398	--	1,517,398
2,505,835	1,988,298	4,494,133
12,420	2,523	14,943
65,085	41,797	106,882
(266,464)	266,464	--
22,377,352	2,299,082	24,676,434
13,142,603	7,694,856	20,837,459
42,928,880	87,175,528	130,104,408
\$ 56,071,483	\$ 94,870,384	\$ 150,941,867

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

VILLAGE OF PALM SPRINGS, FLORIDA

BALANCE SHEET

GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Assets				
Cash and cash equivalents	\$ 40,968,919	\$ --	\$ 1,537,733	\$ 42,506,652
Cash and cash equivalents - restricted	--	3,571,772	--	3,571,772
Receivables:				
Accounts, net of allowance	91,955	--	--	91,955
Utility taxes	271,129	--	--	271,129
Franchise fees	429,716	--	--	429,716
Intergovernmental	566,076	--	--	566,076
Grants	4,326	--	--	4,326
Leases receivable	223,067	--	--	223,067
Inventory	81,749	--	--	81,749
Prepaid expenses	9,039	--	--	9,039
Total Assets	\$ 42,645,976	\$ 3,571,772	\$ 1,537,733	\$ 47,755,481
Liabilities				
Accounts payable and accrued liabilities	\$ 1,079,071	\$ 928	\$ 4,073	\$ 1,084,072
Contract retainage payable	18,448	--	--	18,448
Deposits	111,227	--	--	111,227
Unearned revenue	--	2,500,204	--	2,500,204
Total Liabilities	1,208,746	2,501,132	4,073	3,713,951
Deferred Inflows of Resources				
Unavailable revenues	284,750	--	--	284,750
Leases	219,003	--	--	219,003
Total Deferred Inflows of Resources	503,753	--	--	503,753
Fund Balances				
Nonspendable:				
Inventory	81,749	--	--	81,749
Prepaid expenses	9,039	--	--	9,039
Leases	4,064	--	--	4,064
Restricted for:				
Law enforcement	--	--	83,847	83,847
Debt service	--	--	283,212	283,212
Sales tax capital projects	11,786,547	--	--	11,786,547
Lake Worth Road CRA	--	--	604,343	604,343
Congress Ave CRA	--	--	562,258	562,258
American Rescue Plan Fund	--	1,070,640	--	1,070,640
Assigned to:				
Disaster recovery	3,000,000	--	--	3,000,000
Capital projects	7,000,000	--	--	7,000,000
Subsequent year's budget	1,612,210	--	--	1,612,210
Unassigned:				
General fund	17,439,868	--	--	17,439,868
Total Fund Balances	40,933,477	1,070,640	1,533,660	43,537,777
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 42,645,976	\$ 3,571,772	\$ 1,537,733	\$ 47,755,481

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

VILLAGE OF PALM SPRINGS, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total Governmental Fund Balances (page 22) **\$ 43,537,777**

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

Net pension assets of defined benefit pension plans are not available, spendable resources and therefore are not reported in governmental funds. 6,721,778

Capital assets used in governmental activities are not available, spendable resources and therefore are not reported in governmental funds:

Cost of assets	\$ 39,378,088	
Accumulated depreciation/amortization	<u>(15,055,619)</u>	24,322,469

Deferred outflows/inflows of resources related to defined benefit pension and OPEB plan are reported in the statement of net position but are not reported in the governmental funds:

Deferred outflows of resources related to pensions	4,458,349	
Deferred inflows of resources related to pensions	(5,367,049)	
Deferred outflows of resources related to OPEB	394,223	
Deferred inflows of resources related to OPEB	<u>(107,932)</u>	(622,409)

Long-term liabilities, including notes payable and leases, are not due and payable in the current period and therefore are not reported in the governmental funds.

Long-term liabilities at year end consist of:

Notes payable	(2,790,970)	
Financed purchase	(121,833)	
Leases (right-of-use asset)	(62,811)	
Subscription arrangement	(58,655)	
Accrued interest payable on long-term debt	(13,512)	
Compensated absences payable	(1,105,657)	
Total OPEB liability	(847,375)	
Net pension liability	<u>(12,887,319)</u>	(17,888,132)

Total Net Position (page 21)	\$ 56,071,483
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The accompanying notes are an integral part of these financial statements.

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	General Fund	American Rescue Plan Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues				
Taxes	\$ 12,289,868	\$ --	\$ 838,719	\$ 13,128,587
Permits and fees	1,724,995	--	--	1,724,995
Intergovernmental	7,779,619	8,467,545	--	16,247,164
Charges for services	3,539,086	--	--	3,539,086
Confiscated property	--	--	3,000	3,000
Fines and forfeitures	265,960	--	--	265,960
Contributions and donations	49,469	--	--	49,469
Investment income	1,960,199	485,968	59,668	2,505,835
Facility rental	296,475	--	--	296,475
Miscellaneous	87,113	--	--	87,113
Total Revenues	27,992,784	8,953,513	901,387	37,847,684
Expenditures				
Current:				
General government	3,953,590	--	--	3,953,590
Public safety	11,835,139	--	--	11,835,139
Physical environment	1,720,917	--	--	1,720,917
Transportation	2,889,146	--	--	2,889,146
Economic environment	--	--	251,841	251,841
Culture/recreation	2,521,425	--	--	2,521,425
Capital outlay	5,652,559	--	7,206	5,659,765
Debt service:				
Principal	125,015	--	335,952	460,967
Interest and other fiscal charges	5,969	--	88,404	94,373
Total Expenditures	28,703,760	--	683,403	29,387,163
Excess (deficiency) of revenues over expenditures	(710,976)	8,953,513	217,984	8,460,521
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	21,560	--	--	21,560
Lease (right-of-use asset) acquired	49,156	--	--	49,156
Transfers in	8,159,723	--	454,265	8,613,988
Transfers out	(412,907)	(8,467,545)	--	(8,880,452)
Total Other Financing Sources (Uses)	7,817,532	(8,467,545)	454,265	(195,748)
Change in Fund Balances	7,106,556	485,968	672,249	8,264,773
Fund Balances - Beginning of Year	33,826,921	584,672	861,411	35,273,004
Fund Balances - End of Year	\$ 40,933,477	\$ 1,070,640	\$ 1,533,660	\$ 43,537,777

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

VILLAGE OF PALM SPRINGS, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

**Change in Fund Balances - Total Governmental
Funds (page 24)**

\$ 8,264,773

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

Governmental funds report capital outlays as
expenditures, however, in the statement of
activities the cost of those assets is
depreciated/amortized over their estimated useful lives:

Expenditures for capital assets	\$ 5,659,765	
Less current year depreciation/amortization expense	<u>(1,580,643)</u>	4,079,122

In the statement of activities, only the gain or loss
on the sale of capital assets is reported, whereas in
the governmental funds the proceeds from the sale
increases financial resources. The change in net
position differs from the change in fund balance
by the net book value of the assets retired.

(9,140)

Some expenses reported in the statement of activities
are not reported in the governmental funds because
they have no effect on current financial resources:

Compensated absences	(191,386)	
OPEB expense	(89,237)	
Pension expense (Income)	<u>675,033</u>	394,410

The issuance of long term debt (e.g., bonds, leases, etc.) provides current
financial resources to governmental funds, while the repayment of the
principal of long term debt consumes the current financial resources of
governmental funds. Neither transaction; however, has any effect on
net position.

Leases (right-of-use assets) acquired	(49,156)	
Leases (right-of-use assets) principal payments	30,228	
Subscription arrangements principal payments	35,874	
Financed purchase principal payments	58,913	
Principal payments on long-term debt	<u>335,952</u>	411,811

Net effect of accrued interest on long-term debt
(difference between amount accrued in prior
year and current year accrual)

1,627

**Change in Net Position of Governmental
Activities (page 21)**

\$ 13,142,603

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF NET POSITION
ENTERPRISE FUNDS
SEPTEMBER 30, 2024

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Assets			
Current Assets			
Cash and cash equivalents	\$ 44,855,581	\$ 2,368,500	\$ 47,224,081
Accounts receivable, net of allowance	3,405,462	3,229	3,408,691
Inventory	573,412	--	573,412
Total Current Assets	48,834,455	2,371,729	51,206,184
Noncurrent Assets			
Net pension asset	2,576,130	--	2,576,130
Capital assets not being depreciated	2,877,209	2,394,265	5,271,474
Capital assets being depreciated/amortized	119,084,353	2,494,317	121,578,670
Accumulated depreciation/amortization	(71,372,076)	(48,094)	(71,420,170)
Total Noncurrent Assets	53,165,616	4,840,488	58,006,104
Total Assets	102,000,071	7,212,217	109,212,288
Deferred Outflows of Resources			
Deferred amount related to pensions	1,058,705	5,715	1,064,420
Deferred amount related to OPEB	155,184	2,262	157,446
Total Deferred Outflows of Resources	1,213,889	7,977	1,221,866
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	732,088	357,023	1,089,111
Contract retainage payable	37,631	42,059	79,690
Accrued interest on note payable	89,748	--	89,748
Current portion of lease liability	5,516	--	5,516
Current portion of note payable	732,120	--	732,120
Current portion of compensated absences payable	25,129	--	25,129
Total Current Liabilities	1,622,232	399,082	2,021,314
Noncurrent Liabilities			
Customer deposits	1,788,478	--	1,788,478
Lease liability	10,500	--	10,500
Note payable	6,683,136	--	6,683,136
Compensated absences payable	305,489	2,447	307,936
Total OPEB liability	333,566	4,862	338,428
Net pension liability	3,005,716	11,560	3,017,276
Total Noncurrent Liabilities	12,126,885	18,869	12,145,754
Total Liabilities	13,749,117	417,951	14,167,068
Deferred Inflows of Resources			
Deferred amount on refunding	61,027	--	61,027
Deferred amount related to pensions	1,289,578	2,990	1,292,568
Deferred amount related to OPEB	42,487	620	43,107
Total Deferred Inflows of Resources	1,393,092	3,610	1,396,702
Net Position			
Net investment in capital assets	43,059,556	4,798,429	47,857,985
Restricted:			
Net pension asset	2,576,130	--	2,576,130
Unrestricted	42,436,065	2,000,204	44,436,269
Total Net Position	\$ 88,071,751	\$ 6,798,633	\$ 94,870,384

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Fund	Nonmajor Fund	Total
	Water and Sewer Utility	Stormwater Utility	Enterprise Funds
Operating Revenues			
Water revenues	\$ 10,335,064	\$ --	\$ 10,335,064
Wastewater revenues	13,771,314	--	13,771,314
Stormwater revenues	--	532,705	532,705
Other operating revenues	1,037,924	--	1,037,924
Total Operating Revenues	25,144,302	532,705	25,677,007
Operating Expenses			
Personal services	5,349,431	75,226	5,424,657
Operating expenses	11,809,287	34,712	11,843,999
Depreciation/amortization	3,090,795	44,647	3,135,442
Total Operating Expenses	20,249,513	154,585	20,404,098
Operating Income	4,894,789	378,120	5,272,909
Non-Operating Revenues (Expenses)			
Investment income	1,920,158	68,140	1,988,298
Miscellaneous revenues	41,797	--	41,797
Gain on disposal of capital assets	2,523	--	2,523
Interest expense and fiscal charges	(216,062)	--	(216,062)
Total Non-Operating Revenues (Expenses)	1,748,416	68,140	1,816,556
Income Before Contributions and Transfers	6,643,205	446,260	7,089,465
Capital contributions	338,927	--	338,927
Transfers in	191,371	2,369,225	2,560,596
Transfers out	(2,294,132)	--	(2,294,132)
Change in Net Position	4,879,371	2,815,485	7,694,856
Net Position - Beginning of Year	83,192,380	3,983,148	87,175,528
Net Position - End of Year	\$ 88,071,751	\$ 6,798,633	\$ 94,870,384

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CASH FLOWS
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Cash received from customers	\$ 25,318,285	\$ 529,476	\$ 25,847,761
Cash paid to suppliers for goods and services	(11,641,523)	(34,712)	(11,676,235)
Cash paid to employees for services	(5,663,200)	(65,292)	(5,728,492)
Other receipts	41,797	--	41,797
Net Cash Provided by Operating Activities	8,055,359	429,472	8,484,831
Cash Flows from Noncapital Financing Activities			
Transfer in	191,371	2,369,225	2,560,596
Transfers out	(2,294,132)	--	(2,294,132)
Net Cash Provided (Used) by Noncapital Financing Activities	(2,102,761)	2,369,225	266,464
Cash Flows from Capital and Related Financing Activities			
Principal paid on loan	(711,308)	--	(711,308)
Principal paid on leases	(5,617)	--	(5,617)
Principal paid on subscription arrangements	(15,900)	--	(15,900)
Interest paid on long-term debt	(230,928)	--	(230,928)
Interest paid on leases	(336)	--	(336)
Interest paid on subscription arrangements	(517)	--	(517)
Acquisition and construction of capital assets	(4,804,171)	(2,426,359)	(7,230,530)
Proceeds from sale of capital assets	3,251	--	3,251
Capital contributions from customers	338,927	--	338,927
Net Cash Used by Capital and Related Financing Activities	(5,426,599)	(2,426,359)	(7,852,958)
Cash Flows from Investing Activities			
Investment income	1,920,158	68,140	1,988,298
Net Cash Provided by Investing Activities	1,920,158	68,140	1,988,298
Net Increase in Cash and Cash Equivalents	2,446,157	440,478	2,886,635
Cash and Cash Equivalents - Beginning of Year	42,409,424	1,928,022	44,337,446
Cash and Cash Equivalents - End of Year	\$ 44,855,581	\$ 2,368,500	\$ 47,224,081

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CASH FLOWS (CONTINUED)
ENTERPRISE FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Fund Water and Sewer Utility	Nonmajor Fund Stormwater Utility	Total Enterprise Funds
Cash Flows from Operating Activities			
Operating income	\$ 4,894,789	\$ 378,120	\$ 5,272,909
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation and amortization	3,090,795	44,647	3,135,442
Provision for uncollectible accounts	(2,734)	--	(2,734)
Miscellaneous revenues	41,797	--	41,797
Change in operating assets and liabilities:			
(Increase) decrease in:			
Accounts receivable	139,720	(3,229)	136,491
Inventory	185,049	--	185,049
Net pension asset	(2,089,217)	--	(2,089,217)
Deferred outflows related to pensions	652,031	(4,284)	647,747
Deferred outflows related to OPEB	(44,230)	(2,262)	(46,492)
(Decrease) increase in:			
Accounts payable and accrued liabilities	(17,285)	4,141	(13,144)
Compensated absences payable	30,852	1,071	31,923
Customer deposits	36,997	--	36,997
Total OPEB liability	64,354	4,862	69,216
Net pension liability	188,393	3,141	191,534
Deferred inflows related to OPEB	(8,412)	620	(7,792)
Deferred inflows related to pensions	892,460	2,645	895,105
Total adjustments	3,160,570	51,352	3,211,922
Net Cash Provided by Operating Activities	\$ 8,055,359	\$ 429,472	\$ 8,484,831

**Supplemental Disclosure of Noncash Capital
and Related Financing Activities**

Amortization of deferred amount on refunding	\$ 7,110	\$ --	\$ 7,110
Gain on disposal of assets	\$ 2,523	\$ --	\$ 2,523
Lease (right-of-use asset) initiations	\$ (10,210)	\$ --	\$ (10,210)

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2024

	Employee Pension Funds
Assets	
Cash and cash equivalents	\$ 2,068,365
Receivables:	
Interest and dividends	54,057
Investments:	
U.S. treasury securities	3,519,659
Mortgage backed securities	3,827,748
Corporate bonds	496,563
Mutual funds taxable	12,339,648
Equity securities mutual funds	52,443,280
Real estate investment account	7,031,529
Total investments	79,658,427
Total Assets	81,780,849
Liabilities	
Accounts payable	63,493
Total Liabilities	63,493
Net position restricted for pension benefits	\$ 81,717,356

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

VILLAGE OF PALM SPRINGS, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Employee Pension Funds
Additions	
Contributions	
Employer	\$ 843,667
Plan members	121,404
State of Florida	260,773
Total Contributions	1,225,844
Investment Income	
Interest	329,045
Dividends	1,237,745
Net appreciation in fair value of investments	13,375,728
Total Investment Income	14,942,518
Less: Investment expenses	(46,936)
Net Investment Income	14,895,582
Total Additions	16,121,426
Deductions	
Administration expenses	148,710
Benefits paid	2,751,534
Total Deductions	2,900,244
Change in Net Position	13,221,182
Net Position Restricted for Pension Benefits	
Beginning of Year	68,496,174
End of Year	\$ 81,717,356

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

NOTES TO FINANCIAL STATEMENTS

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Palm Springs, Florida (the “Village”), was incorporated in 1957 pursuant to Chapter 57-1698, Laws of Florida and is located in central Palm Beach County, Florida. The Village operates under the Council-Manager form of government and provides a wide range of community services including public safety, planning and zoning, water, wastewater and stormwater systems, sanitation, streets and roads, parks, recreation, and library. The Village Council (the “Council”) is responsible for legislative and fiscal control of the Village.

The basic financial statements of the Village have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”) as applied to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The significant Village accounting policies are described below.

A. FINANCIAL REPORTING ENTITY

As required by GAAP, the basic financial statements present the primary government and its component units. Component units are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the Village’s financial statements to be misleading or incomplete. The primary government is considered financially accountable if it appoints a voting majority of an organization’s governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government, regardless of the authority of the organization’s governing board.

The Village has one dependent special district, created pursuant to Florida Statutes, that is considered a component unit. Component units are included in the reporting entity as blended or as discretely presented. Blended component units, although legally separate entities, are, in substance, part of the Village’s operations. Accordingly, data from these component units are combined with data of the primary government. The Village has met the criteria as having the operational and financial responsibilities as noted above for the blended component unit listed below and has been included in the Village’s financial reporting entity.

The *Palm Springs Community Redevelopment Agency* (the “CRA”) is a dependent special district established by the Village under authority granted by Florida Statutes Chapter 163, Section III. The CRA is a legally separate entity established by Ordinance No. 2019-19 of the Palm Springs Village Council on November 14, 2019. The purpose of the CRA is to promote and guide the physical and economic redevelopment of approximately 512 acres in two districts within the Village. The CRA is governed by a seven member Governing Board that includes the five members of the Village Council and two additional members appointed by the Village Council representing the two CRA districts. The Mayor of the Village serves as the Chair of the CRA Governing Board.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. FINANCIAL REPORTING ENTITY (CONTINUED)

The Village Council approves the CRA's annual budget and all debt obligations of the CRA, if any. Accordingly, the CRA is considered a blended component unit of the Village. This is the fourth year of the CRA's operations.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Village. *Governmental activities*, which are normally supported by taxes and intergovernmental revenues, are reported separately from *Business-type activities*, which rely to a significant extent on user fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, enterprise funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The major governmental funds and the major enterprise fund are reported as separate columns in the fund financial statements.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the enterprise fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the grantor are met.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Franchise taxes, utility service taxes, business taxes, and interest revenues associated with the current fiscal year are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal year. All other revenue items are considered to be measurable and available only when cash is received by the Village, except for grant revenue, which is recorded when the related expenditures/expenses are incurred and the time and purpose restrictions have been met.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense (income), information about the fiduciary net position of the Village's defined benefit pension plans and Florida Retirement System ("FRS") and the additions to/deductions from the fiduciary net position, have been determined on the same basis as they are reported by the Village's defined benefit pension plans and FRS. For purposes of measuring the total Other Post-Employment Benefit ("OPEB") liability, deferred inflows/outflows of resources related to OPEB, and OPEB expense (income), have been determined on the same basis as reported by the Village. For this purpose, pension and OPEB benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Village reports two major governmental funds as follows:

The *General Fund* is the primary operating fund of the Village. All general revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. The general operating expenditures and capital improvement costs that are not paid through other funds are paid from the General Fund.

The *American Rescue Plan Fund* is used to account for the restricted funds provided by the American Rescue Plan Act of 2021, which were released by the U.S. Department of the Treasury.

The Village reports one major enterprise fund as follows:

The *Water and Sewer Utility Fund* is used to account for operations that provide a service to citizens, financed primarily by a user charge, and where the periodic measurement of net income is deemed appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The Water and Sewer Utility Fund is used to account for water and sewer services provided by the Village to residents and other users.

Additionally, the Village reports the following fund types:

Nonmajor Governmental Funds

The *Special Revenue Funds* are used to account for the proceeds of specific restricted revenue sources (other than major capital projects) requiring separate accounting because of legal or regulatory provisions or administrative action. The special revenue funds used by the Village are:

The *Law Enforcement Fund* which accounts for proceeds from law enforcement forfeitures. Expenditures from this fund are legally restricted for law enforcement.

The *Lake Worth Road CRA* accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities.

The *Congress Ave CRA* accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

Nonmajor Governmental Funds (Continued)

The Village has one *Debt Service Fund* used to account for assets held for the repayment of principal and interest on general obligation debt.

Nonmajor Enterprise Fund

The Village has one nonmajor enterprise fund, the *Stormwater Fund*, that is used to account for stormwater fees and related expenses for stormwater management.

Fiduciary Funds

Pension Trust Funds are used to account for assets held in a trustee capacity for retirement pensions. Pension trust funds are fiduciary funds. The Village has two defined benefit pension funds; one for General Employees and one for Police Officers.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Village's utility functions and various other functions of the Village. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the enterprise funds' principal ongoing operations. The principal operating revenues of the Village's Water and Sewer and Stormwater Utility Funds are charges to customers for services. Operating expenses for enterprise funds include the cost of services, administrative expenses, and depreciation/amortization restricted on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES

1. Pooled Cash, Cash Equivalents and Investments

Pooled cash, cash equivalents and investments consist of cash on hand, interest-bearing cash accounts and investments with Florida PRIME, a local government investment pool administered by the Florida State Board of Administration (“SBA”). Cash balances and the requirements of all funds are considered in determining the amount to be invested.

Investments are reported at fair value, which is determined by using various third-party pricing sources. The Florida PRIME investment pool is operated as a “2a-7 like” pool and the fair value of this investment is considered to be the same as the Village’s account balance (amortized cost) in the pool. The SBA administers the Florida PRIME investments pursuant to Chapter 19-7 of the Florida Administrative Code which provides guidance and establishes the general operating procedures for the administration of Florida PRIME.

Cash and cash equivalents, for purposes of the statement of cash flows, include pooled cash and investments which are defined as short-term, highly liquid investments with original maturities of three months or less.

2. Inventory

Inventory consists of materials and supplies which are carried at cost in the governmental funds and at the lower of cost (first-in, first-out) or net realizable value in the enterprise fund. The Village uses the consumption method, wherein all inventories are maintained by perpetual records, expensed when used, and adjusted by an annual physical count.

3. Unbilled Service Receivables

The Water and Sewer Utility Fund recognizes revenue on the basis of monthly cycle billings to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year with respect to services provided but not billed at such date. It is the policy of the Village to accrue these amounts at year end.

4. Concentration of Credit Risk

The Village requires customer deposits for water and sewer service and maintains an allowance for uncollectible accounts at a level which management believes is sufficient to cover potential credit losses.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

5. Capital Assets

Capital assets, which include property, plant, and equipment, intangible assets, leases (right-of-use assets), subscription arrangements (i.e. information technology), and infrastructure assets (e.g., roads, bridges, sidewalks, drainage, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial individual cost of \$5,000 or more and an estimated life in excess of one year.

Purchased or constructed assets are recorded at actual cost or estimated historical cost if actual cost is unavailable. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the date of acquisition. General governmental infrastructure assets acquired or constructed since incorporation in 1957 have been capitalized.

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are the assets of the Village as a whole. When purchased, such assets are recorded as expenditures in the governmental funds and capitalized as assets in the government-wide statement of net position. General capital assets are carried at historical cost. Where cost cannot be determined from the available records, estimated historical cost has been used to record the estimated value of the assets. The street network was valued based on current construction costs discounted by consumer price indices for highway construction.

Capital assets of the enterprise fund are capitalized in the fund and in the government-wide statement of net position. The valuation basis for enterprise fund capital assets is the same as that used for general capital assets. Interest cost was capitalized on enterprise fund capital assets during the construction period prior to adoption of GASB Statement No. 89 in 2018. Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

In the government-wide financial statements and in the enterprise fund financial statements, the cost of property sold or retired, together with the related accumulated depreciation/amortization, is removed from the appropriate accounts and any resulting gain or loss is included in the change in net position.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

5. Capital Assets (Continued)

Capital assets of the Village are depreciated/amortized using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	30-50
Improvements	10-50
Intangible assets	22-40
Software / library materials	3-5
Equipment and vehicles	3-20

The street network (pavement, drainage, sidewalks, and curbs) is not depreciated. The Village has elected to use the modified approach in accounting for its streets. The modified approach allows governments to report as expenses in lieu of depreciation, infrastructure expenditures which maintain the asset but do not add to or improve the asset. Additions and improvements to the street network are capitalized. The Village uses a pavement rating system to rate street condition and quantify the results of maintenance efforts. The condition rating of the Village's street system may be found on page 102.

6. Leases (Right-of-use Assets)

The leases (right-of-use assets) are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payments made prior to the lease term, less lease incentives, and plus ancillary charges necessary to place the lease into service. The leases (right-of-use assets) are amortized on a straight-line basis over the life of the related lease agreement.

7. Subscription-Based Information Technology Arrangement ("SBITA")

The SBITA assets are initially measured at an amount equal to the initial measurement of the related SBITA liability plus any SBITA payments made prior to the subscription term, less SBITA incentives, plus any ancillary charges necessary to place the SBITA into service. The SBITA assets are amortized on a straight-line basis over the life of the related contract.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

8. Lease Receivable

The Village's lease receivable is measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

9. Unearned / Unavailable Revenue

Unearned revenue in the Governmental Activities and unavailable revenue in the Governmental Funds includes amounts received in advance by the Village for business taxes applicable to the following fiscal year and grant funds received which are to be expended in future years. Unavailable revenue in the Governmental Funds also includes amounts due in future years that were not available to pay current period expenditures under the modified accrual basis of accounting.

10. Compensated Absences

The Village's employees earn personal leave time based on their years of continuous service as follows: 160 hours after 1 year; 200 hours after 6 years; 240 hours after 11 years; and 280 hours after 21 years. Personal leave may be used for vacation, illness and other time off as approved by the employee's supervisor. Employees may accumulate personal leave time up to a maximum number of hours based on years of service, but never more than 600 hours. Employees are also required to use a minimum number of hours of personal leave time annually based upon years of service, or forfeit the unused hours up to the minimum required to be used, however, employees may be compensated for unused personal leave, up to a maximum of 80 hours annually, if their unscheduled leave does not exceed certain limits each year. Upon termination, employees are compensated for accumulated personal leave at their rate of pay at termination, up to the maximum of 600 hours. A liability for compensated absences is accrued when incurred in the government-wide and enterprise fund financial statements. In the governmental funds, a liability is recorded for compensated absences only if they have matured, for example, as a result of employee resignations and retirements, and the amount, if any, is reported with accounts payable and accrued liabilities in the governmental funds' balance sheet.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

11. Noncurrent Obligations

In the government-wide financial statements and enterprise fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or enterprise fund statement of net position. Long-term debt is reported net of applicable premium or discount. Debt discount, premium and deferred amount on debt refunding in the government-wide financial statements and enterprise fund are amortized using the straight-line method, which approximates the effective interest method, and are charged against operations over the term of the related debt issues. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenses.

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs are reported as debt service expenditures.

12. Deferred Outflows / Inflows of Resources

In addition to assets and liabilities, the government-wide and Enterprise Fund Statements of Net Position and the governmental funds Balance Sheet report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The Village's deferred outflows of resources are related to its pension and other post-employment benefits liabilities.

The separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The Village's deferred inflows are related to its leases, pension obligations, OPEB liabilities and a deferred amount on debt refunding, which are reported as deferred inflows of resources on the government-wide Statement of Net Position. The deferred amount on debt refunding was a gain resulting from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

12. Deferred Outflows / Inflows of Resources (Continued)

In addition, the Village has another item, unavailable revenues, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds Balance Sheet. The unavailable revenues result from business taxes received by the Village in advance of the year for which they were levied. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

13. Fund Balances

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

- **Nonspendable** - Nonspendable fund balances include amounts that cannot be spent because they are either 1) not in spendable form; or, 2) legally or contractually required to be maintained intact.
- **Restricted** - Restricted fund balances include amounts that are restricted to specific purposes either by 1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or, 2) imposed by law through constitutional provisions or enabling legislation.
- **Committed** - Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the Village Council through an Ordinance. The Village had no committed fund balances.
- **Assigned** - Assigned fund balances include amounts that are constrained by the Village's intent to be used for specific purposes but are neither restricted nor committed. The authority to assign fund balance rests with the Village Manager.
- **Unassigned** - Unassigned fund balance includes the General Fund amount that is spendable and has not been restricted, committed, or assigned to specific purposes. The unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

13. Fund Balances (continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted net position is available, the Village considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balance are available, the Village considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Village Council has provided otherwise in its commitment or assignment actions by either an ordinance or resolution.

Minimum Fund Balance Policy: The Village Council has not adopted a formal minimum fund balance policy. Generally, the Village strives to maintain sufficient General Fund balance to provide liquidity in the event of a budget shortfall or natural disaster.

14. Interfund Transactions

During the course of normal operations, it is necessary for the Village to enter into transactions among its various funds. These transactions consist of one or more of the following types:

- Reimbursements to a fund, which are generally reflected through the allocation of pooled cash accounts, for expenditures or expenses initially made from it that are properly applicable to another fund.
- Transfers in and out, as appropriate, for all other interfund transactions, which are shown as other financing sources or uses.
- Outstanding balances between funds, including noncurrent advances, are reported as “due to/from other funds”. Any such balances outstanding between governmental activities and business-type activities in the government-wide financial statements are classified as “internal balances” and are subject to elimination in the government-wide financial statements.

15. Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector, respectively. All property is reassessed according to its fair market value on January 1 of each year and each assessment roll is submitted to the State Department of Revenue for review to determine if the assessment roll meets the appropriate requirements of State law.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

15. Property Taxes (continued)

The assessed value of property within the corporate limits of the Village at January 1, 2023, upon which the 2023/2024 levy was based, was approximately \$1.903 billion. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills (1 mill equals \$1.00 for each \$1,000 of assessed value). Effective October 1, 2009 (fiscal year 2010), the Village transferred fire rescue services to Palm Beach County and the Palm Beach County Fire Rescue MSTU (municipal services taxing unit) taxes Village property owners 3.4581 mills. This millage rate is deducted from the Village's legal millage rate limit of 10 mills, thereby limiting the 2023/2024 Village millage rate to 6.5419.

The tax levy of the Village is established by the Village Council prior to October 1 of each year during the budget process. The Palm Beach County Property Appraiser incorporates the Village's millage into the total tax levy, which includes the County, County School Board, and Special District tax requirements. The operating millage rate assessed by the Village for the fiscal year ended September 30, 2024, was 3.5000 and the debt service millage was 0.2319, for a total millage of 3.7319. Taxes may be paid less a 4% discount in November or at a discount declining 1% each month through February. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are offered for sale for all delinquent taxes on real property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold certificates are held by the County. Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the five-year statute of limitations. All property taxes are collected by Palm Beach County and remitted to the Village. Property tax revenue is recognized at the time monies are received from Palm Beach County.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. For the fiscal year ending September 30, 2024, the maximum tax levy allowed by a majority vote of the governing body is generally based on a percentage change applied to the prior year (2022/2023) property tax revenue. The percentage change is calculated based on the compound annual growth rate in the per capita property taxes levied for five preceding fiscal years.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

15. Property Taxes (continued)

The State law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; 2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or, 3) any millage rate approved by unanimous vote or referendum. For the fiscal year ending September 30, 2024, the Village adopted an operating millage rate of 3.5000, resulting in a total tax levy of \$7,256,818 for 2024, and increase of approximately 14.9% from the operating property tax levy for 2023.

Future legislation could have a significant impact on the future tax revenues of the Village and the current services provided to Village residents.

16. On-behalf Payments

The Village received on-behalf payments of \$260,773 from the State of Florida for the Police Officers Pension Plan for the fiscal year ended September 30, 2024. The on-behalf payments are recorded as intergovernmental revenue and public safety expenses/expenditures in the government-wide and General Fund financial statements.

17. Use of Estimates

The financial statements and related disclosures are prepared in conformity with GAAP. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, deferred inflows/outflows of resources, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses/expenditures during the period reported. These estimates include assessing the collectability of receivables, the fair value of investments, and useful lives and possible impairment of tangible and intangible assets, among others. Estimates and assumptions are reviewed periodically, and the revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS / INFLOWS OF RESOURCES, AND NET POSITION / FUND BALANCES (CONTINUED)

18. Implementation of GASB Statements

The Governmental Accounting Standards Board has issued new Statements effective in the current year and future years that may apply to the Village. Management has not completed its analysis of the effects, if any, of these GASB statements which become effective in future years on the financial statements of the Village:

- GASB Statement No. 100, *Accounting Changes and Error Corrections*, the primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement was implemented by the Village for the fiscal year ended September 30, 2024; however, there was no impact to the Village.
- GASB Statement No. 101, *Compensated Absences*, the objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will be effective for the Village for the fiscal year ending September 30, 2025.
- GASB Statement No. 102, *Certain Risk Disclosures*, the primary objective of this Statement is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement will be effective for the Village for the fiscal year ending September 30, 2025.
- GASB Statement No. 103, *Financial Reporting Model Improvements*, the objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The requirements of this Statement will be effective for the Village for the fiscal year ending September 30, 2026.
- GASB Statement No. 104, *Disclosure of Certain Capital Assets*, the objective of this Statement is to provide users of governmental financial statements with essential information about certain types of capital assets. The requirements of this Statement will be effective for the Village for the fiscal year ending September 30, 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS

A summary of deposits and investments as shown on the statement of net position and statement of fiduciary net position for the Village is as follows:

	Cash and Cash		Total
	Equivalents	Investments	
Governmental activities	\$ 46,078,424	\$ --	\$ 46,078,424
Business-type activities	47,224,081	--	47,224,081
Total Statement of Net Position	93,302,505	--	93,302,505
Fiduciary Funds	2,068,365	79,658,427	81,726,792
Total Deposits and Investments	\$95,370,870	\$79,658,427	\$ 175,029,297

DEPOSITS

In addition to insurance provided by the Federal Depositary Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds as qualified public depositories. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit eligible collateral with the State Treasurer or another banking institution. In the event of failure of a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories participating in the collateral pool. Accordingly, the Village's deposits at year end are considered to be fully insured or collateralized.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

INVESTMENTS

The Village has adopted an investment policy to establish guidelines for the efficient management of its cash reserves. Section VI of the investment policy identifies permitted instruments as follows:

- a. The State Board of Administration Florida PRIME Fund;
- b. U.S. Government obligations and U.S. Government Agency obligations;
- c. Securities of, or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations, and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian;
- d. Certificates of deposit and savings accounts in state-certified qualified public depositories; and,
- e. Repurchase agreements.

Investments of the General Employees Pension Fund and the Police Officers Pension Fund are limited to:

- a. Money Market - Money market mutual funds or short-term investment funds (“STIF”) provided by the Plan’s custodian must have a minimum rating of Standard & Poor’s A1 or Moody’s P1.
- b. Equities - Equities must be traded on a national exchange or electronic network; and not more than 5% of the Plans’ assets, at the time of purchase, can be invested in the common stock, capital stock or convertible stock of any one issuing company, nor can the aggregate investment in any one issuing company exceed 5% of the outstanding capital stock of the company (this restriction does not apply to any single holding within a diversified pooled fund).
- c. Fixed Income - Fixed income investments shall have a minimum rating of investment grade or higher as reported by any Nationally Recognized Statistical Rating Organization (“NRSRO”) at the time of purchase; and the value of bonds issued by any single corporation cannot exceed 10% of the total fund (excluding issues from the U.S. government, or agency thereof; and this restriction does not apply to any single holding within a diversified pooled fund).
- d. Pooled Funds - Pooled funds may include mutual funds, commingled funds, and exchange-traded funds.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS

The reported value of the Village's and the Pension Trust Funds cash and cash equivalents at September 30, 2024 is as follows:

Investment Type	Village Unrestricted	Pension Trust Funds
Cash and Cash Equivalents		
Petty cash	\$ 1,690	\$ --
Deposits with financial institutions	36,219,138	1,065,072
Investments in State Board of Administration		
Florida PRIME Fund	57,081,677	--
Money market mutual funds	--	1,003,293
Total Cash and Cash Equivalents	\$93,302,505	\$ 2,068,365

The Village follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the Village has the ability to access at the measurement date.

Level 2

Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Level 3

Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the entity's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques, but may also include the use of market prices of assets that are not directly comparable to the subject asset.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the Village's perceived risk of that investment.

Valuation Methodologies: The following valuation methods and assumptions were used by the Village in estimating the fair value of financial instruments that are measured at fair value on a recurring basis under GASB Statement No. 72.

Domestic and foreign equity securities mutual funds: Valued at the closing price reported on the active exchange on which the individual securities are traded.

Mutual funds taxable: Valued at the closing net asset value reported on the active exchange on which the investment fund is actively traded.

U.S. Treasury, mortgage backed securities, and corporate bonds: Valued at the closing price reported on the active exchange on which the individual securities are actively traded (Level 1). Securities that are not actively traded are valued by the independent investment custodian using a matrix-pricing technique based on the securities' relationship to quoted benchmark prices (Level 2).

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Investment measured at net asset value (“NAV”): The real estate investment account consists of units in the U.S. Property Separate Account (the “Account”) sponsored by the Principal Life Insurance Company and managed by Principal Real Estate Investors. The account is an open end, commingled real estate account valued at the unadjusted NAV per unit at September 30, 2024, based on the fair value of the underlying account investments as determined by the Account manager. Real estate values are generally based upon periodic independent appraisals performed for assets held by the account. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at the measurement date. At September 30, 2024, the real estate investment account had no future funding commitments or lock-up periods and was redeemable with 90 days’ notice, subject to approval of the fund manager and fund liquidity.

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Village believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the fiscal year ended September 30, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

The financial assets measured at fair value on a recurring basis include the Village's pension funds' investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2024. The fair value of the Pension Trust Funds investments at September 30, 2024 is summarized as follows:

	Level 1	Level 2	Level 3	Total
Equity Securities Mutual Funds				
Domestic equity securities and mutual funds	\$ 44,570,039	\$ --	\$ --	\$ 44,570,039
Foreign equity securities and mutual funds	7,873,241	--	--	7,873,241
Total Equity Securities Mutual Funds	52,443,280	--	--	52,443,280
Fixed Income Investments				
U.S. treasury securities	--	3,519,659	--	3,519,659
Mortgage backed securities	--	3,827,748	--	3,827,748
Corporate bonds	--	496,563	--	496,563
Mutual funds taxable	12,339,648	--	--	12,339,648
Total Fixed Income Investments	12,339,648	7,843,970	--	20,183,618
Total Investments by Level	\$64,782,928	\$ 7,843,970	\$ --	72,626,898
Investment Measured at NAV				
Real estate investment account				7,031,529
Total Fair Value Investments				\$79,658,427

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Credit Risk: Credit risk is the risk that a debt issuer will not fulfill its obligations. The Village and Pension Trust Funds investment policies requires that pension investments in fixed income securities must be rated as investment grade (BBB or better) by a NRSRO. Certain U.S. treasury securities, mortgage backed securities and corporate bonds are not rated. The Village and Pension Trust Funds utilize ratings from Standard and Poor's and Moody's Investor Services for its investments. The NRSRO ratings for the Village and Pension Trust Fund investments at September 30, 2024 are summarized as follows:

Investment Type	NRSRO Rating	Reported Value
Village Investments		
State Board of Administration Florida PRIME Fund	AAAm	\$ 57,081,677
Pension Trust Fund Investments		
U.S. treasury securities	AAA	2,916,302
U.S. treasury securities	Not Rated	603,357
Mortgage backed securities	Not Rated	3,827,748
Corporate bonds	A1	105,118
Corporate bonds	A3	214,303
Corporate bonds	Not Rated	177,142
Total		\$ 64,925,647

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The Village does not have a formal policy that limits the maturities of its investments. The Village pension funds' investment in mortgage and asset-backed securities consist of mortgage pass-through securities based on pools of residential home mortgage loans which are subject to prepayments and therefore highly sensitive to changes in interest rates. The table below summarizes the scheduled maturities of fixed income investment securities at September 30, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

	Fair Value of Investment Maturities				
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years	Total
Pension Fund Investments					
U.S. treasury securities	\$ --	\$ --	\$ 3,519,659	\$ --	\$ 3,519,659
Mortgage backed securities	--	--	--	3,827,748	3,827,748
Corporate bonds	--	106,911	389,652	--	496,563
Total	\$ --	\$ 106,911	\$ 3,909,311	\$ 3,827,748	\$ 7,843,970

The SBA Florida PRIME Fund had a weighted average maturity of 39 days at September 30, 2024. The fair value and weighted average maturity of the taxable mutual funds were \$12,339,648 and ranging from 4.28 through 7.99 years, respectively, at September 30, 2024.

Custodial Credit Risk: Custodial credit risk is defined as the risk that the Village may not recover cash and investments held by another party in the event of a financial failure. The Village investment policy requires cash and investments to be fully insured or collateralized, or held in independent custodial safekeeping accounts in the name of the Village. At September 30, 2024, all investments were held by an independent custodian in the name of the Village, except the State Board of Administration Florida PRIME Fund and money market mutual funds which are considered *unclassified* pursuant to GASB Statement No. 3. Investments held by the Pension Trust Funds are held in custodial accounts in the name of the respective Pension Trust.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. For investments other than the Village pension funds, there is no specific policy for concentration of credit risk. In the Village pension funds, securities of a single issuer are limited to no more than 5% of the Plan's net position invested in common stocks and debt securities. At September 30, 2024, four mutual fund investments of the Police Officers Pension Fund represented approximately 28.20%, 18.69%, 14.24%, and 14.04% of that Plan's net position and three mutual fund investments of the General Employees Pension Fund represented approximately 26.21%, 13.10%, and 12.86% of that Plan's net position. Securities of a single issuer owned by each mutual fund are less than 5% of each Plan's net position.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 2 – DEPOSITS AND INVESTMENTS (CONTINUED)

FAIR VALUE OF INVESTMENTS (CONTINUED)

Market Risk: The value, liquidity, and related income of certain investments in real estate and securities with contractual cash flows, such as mortgage and asset-backed securities, collateralized mortgage obligations and mutual funds investing in these securities or entities, are particularly sensitive to changes in economic conditions, including real estate value, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates and financial markets.

Due to the foregoing risks associated with investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and such changes could materially affect the amounts reported in the accompanying financial statements.

NOTE 3 – RECEIVABLES

Receivables at September 30, 2024 are summarized as follows:

	Governmental Activities	Business-type Activities	Total
Receivables			
Accounts and other receivables	\$ 792,800	\$ 3,512,135	\$ 4,304,935
Intergovernmental and grants	570,402	--	570,402
Leases receivable	223,067	--	223,067
Gross Receivables	1,586,269	3,512,135	5,098,404
Less: allowance for uncollectible accounts	--	(103,444)	(103,444)
Net Receivables	\$1,586,269	\$ 3,408,691	\$ 4,994,960

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 3 – RECEIVABLES (CONTINUED)

LEASES RECEIVABLE

On June 26, 2003, the Village, as a lessor, entered into a lease agreement for the use of land for 226 Cypress Lane MetroPCS. Effectively October 1, 2021, the Village implemented GASB 87. As of September 30, 2024, the lease agreement has 24 months remaining. An initial lease receivable was recorded in the amount of \$52,357. Subsequently, during fiscal year ended September 30, 2023, the agreement was extended, of which increased the lease receivable by an additional \$112,853. As of September 30, 2024, the value of the lease receivable is \$69,762. The lessee is required to make monthly fixed payments of approximately \$2,915. The lease agreement has an implicit interest rate of 0.3280%. The value of the deferred inflow of resources as of September 30, 2024 was \$65,948, and the Village recognized lease revenue of \$32,974 during the fiscal year.

On April 30, 1998, the Village, as a lessor, entered into a lease agreement for the use of land for the Crown Castle's cell tower. Effectively October 1, 2021, the Village implemented GASB 87. As of September 30, 2024, the lease agreement has 46 months remaining. An initial lease receivable was recorded in the amount of \$63,983. Subsequently, during fiscal year ended September 30, 2023, the agreement was extended, of which increased the lease receivable by an additional \$199,636. As of September 30, 2024, the value of the lease receivable is \$153,305. The lessee is required to make monthly fixed payments of \$3,354. The lease agreement has an implicit interest rate of 0.3280%. The value of the deferred inflow of resources as of September 30, 2024 was \$153,055, and the Village recognized lease revenue of \$39,927 during the fiscal year. The lessee has an extension option at the end of this term, for two additional extension periods of 60 months each.

The following schedule represents the future principal and interest revenue to be received:

Fiscal Year Ending			
September 30,	Principal	Interest	Total
2025	\$ 74,631	\$ 620	\$ 75,251
2026	74,876	374	75,250
2027	40,069	181	40,250
2028	<u>33,491</u>	<u>50</u>	<u>33,541</u>
Total	<u><u>\$ 223,067</u></u>	<u><u>\$ 1,225</u></u>	<u><u>\$ 224,292</u></u>

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2024 was as follows:

	Beginning Balances	Additions	Deletions	Ending Balances
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 729,641	\$ --	\$ --	\$ 729,641
Infrastructure	5,532,268	--	--	5,532,268
Construction in progress	2,641,620	3,346,968	(1,803,584)	4,185,004
Total Capital Assets Not Being Depreciated	8,903,529	3,346,968	(1,803,584)	10,446,913
Capital Assets Being Depreciated/Amortized				
Buildings	10,231,489	41,217	--	10,272,706
Improvements other than Buildings	5,898,503	2,527,940	--	8,426,443
Machinery and equipment	8,159,304	1,254,019	(355,313)	9,058,010
Library materials and software	719,512	242,349	(21,125)	940,736
Leases (Right-of-use assets) - Equipment	64,463	50,856	--	115,319
Subscription arrangements	117,961	--	--	117,961
Total Capital Assets Being Depreciated/Amortized	25,191,232	4,116,381	(376,438)	28,931,175
Less: Accumulated Depreciation/Amortization for				
Buildings	(4,741,600)	(264,303)	--	(5,005,903)
Improvements other than Buildings	(2,752,019)	(349,768)	--	(3,101,787)
Machinery and equipment	(5,805,009)	(803,435)	346,173	(6,262,271)
Library materials and software	(510,987)	(93,024)	21,125	(582,886)
Leases (Right-of-use assets) - Equipment	(18,803)	(30,113)	--	(48,916)
Subscription arrangements	(13,856)	(40,000)	--	(53,856)
Total Accumulated Depreciation/Amortization	(13,842,274)	(1,580,643)	367,298	(15,055,619)
Governmental Activities Capital Assets, Net	\$ 20,252,487	\$ 5,882,706	\$(1,812,724)	\$ 24,322,469

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – CAPITAL ASSETS (CONTINUED)

	Beginning Balances	Additions	Deletions	Ending Balances
Business-type Activities				
Capital Assets Not Being Depreciated				
Land	\$ 379,987	\$ --	\$ --	\$ 379,987
Infrastructure	940,646	--	--	940,646
Construction in progress	5,956,432	2,494,833	(4,500,424)	3,950,841
Total Capital Assets Not Being Depreciated	7,277,065	2,494,833	(4,500,424)	5,271,474
Capital Assets Being Depreciated/Amortized				
Buildings	3,803,871	319,779	--	4,123,650
Improvements other than Buildings	93,367,026	7,016,815	--	100,383,841
Intangible assets	7,174,063	--	--	7,174,063
Equipment and software	7,669,238	2,273,314	(114,873)	9,827,679
Leases (Right-of-use assets) - Equipment	18,168	10,210	--	28,378
Subscription arrangements	41,059	--	--	41,059
Total Capital Assets Being Depreciated/Amortized	112,073,425	9,620,118	(114,873)	121,578,670
Less: Accumulated Depreciation/Amortization for				
Buildings	(2,768,763)	(68,987)	--	(2,837,750)
Improvements other than Buildings	(53,879,388)	(2,491,554)	--	(56,370,942)
Intangible assets	(6,968,642)	--	--	(6,968,642)
Equipment and software	(4,751,470)	(552,075)	114,145	(5,189,400)
Leases (Right-of-use assets) - Equipment	(6,693)	(5,684)	--	(12,377)
Subscription arrangements	(23,917)	(17,142)	--	(41,059)
Total Accumulated Depreciation/Amortization	(68,398,873)	(3,135,442)	114,145	(71,420,170)
Business-type Activities Capital Assets, Net	\$ 50,951,617	\$ 8,979,509	\$(4,501,152)	\$ 55,429,974

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – CAPITAL ASSETS (CONTINUED)

Depreciation/amortization expense for the fiscal year ended September 30, 2024 was charged to functions as follows:

Governmental Activities	
General government	\$ 263,002
Public safety	650,763
Transportation	168,112
Culture/recreation	498,766
Total Depreciation/Amortization Expense - Governmental Activities	\$ 1,580,643
Business-type Activities	
Water & sewer	\$ 3,090,795
Stormwater utility	44,647
Total Depreciation/Amortization Expense - Business-type Activities	\$ 3,135,442

NOTE 5 – LONG-TERM DEBT

CHANGES IN LONG-TERM DEBT

Changes in long-term debt for the fiscal year ended September 30, 2024 are summarized as follows:

	Beginning Balances	Additions	Deletions	Ending Balances	Due Within One Year
Governmental Activities					
General obligation note	\$ 3,126,922	\$ --	\$ (335,952)	\$ 2,790,970	\$ 344,030
Compensated absences	914,271	1,240,826	(1,049,440)	1,105,657	90,203
Financed purchase (direct borrowing)	180,746	--	(58,913)	121,833	60,239
Leases (Right-of-use assets)	43,883	49,156	(30,228)	62,811	28,572
Subscription arrangements	94,529	--	(35,874)	58,655	28,888
Total Governmental Activities	4,360,351	1,289,982	(1,510,407)	4,139,926	551,932
Business-type Activities					
Promissory note	8,126,564	--	(711,308)	7,415,256	732,120
Compensated absences	301,142	467,812	(432,287)	336,667	25,129
Leases (Right-of-use assets)	11,423	10,210	(5,617)	16,016	5,516
Subscription arrangements	15,900	--	(15,900)	--	--
Total Business-type Activities	8,455,029	478,022	(1,165,112)	7,767,939	762,765
Totals	\$ 12,815,380	\$ 1,768,004	\$ (2,675,519)	\$ 11,907,865	\$ 1,314,697

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES

The governmental activities long-term debt consisted of the following at September 30, 2024:

\$6,477,462 General Obligation Note, Series 2012

The Series 2012 G.O. Note is a general obligation Promissory Note dated February 24, 2012, for an original principal amount of \$6,477,462. From February 24, 2012 to December 31, 2017, the outstanding principal amount bears interest at 2.39%, and from January 1, 2018 to February 1, 2032, the outstanding principal amount bears interest at 2.905%. Payments are due in variable semi-annual installments, including interest, on each February 1st and August 1st. The Series 2012 G.O. Note is secured by the full faith, credit and taxing power of the Village. The proceeds of the Series 2012 G.O. Note were used to refund outstanding general obligation bonds of the Village. There was no gain or loss on the refunding. The refunding reduced the Village's debt service payments by approximately \$2.2 million and resulted in an economic gain of approximately \$100,000.

The 2012 G.O. Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

Annual debt service requirements on the Note are as follows:

	Principal	Interest	Total
Fiscal Year Ending September 30			
2025	\$ 344,030	\$ 78,588	\$ 422,618
2026	352,301	68,535	420,836
2027	360,771	58,240	419,011
2028	369,445	47,698	417,143
2029	378,328	36,902	415,230
2030-2032	986,095	43,306	1,029,401
Total	\$ 2,790,970	\$ 333,269	\$ 3,124,239

General obligation debt is generally liquidated by the Debt Service Fund. Financed purchase, leases (right-of-use assets), subscription arrangements, compensated absences, pension liabilities, and OPEB liabilities are generally liquidated by the General Fund.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES

The business-type activities long-term debt is secured by a pledge of and lien on the net revenues derived from the operations of the water and sewer system and consisted of the following for the fiscal year ended September 30, 2024:

\$14,352,351 Promissory Note, Series 2013

The Series 2013 Note was issued April 15, 2013 for an original principal amount of \$14,352,351. Semi-annual installments of \$471,118, including interest at 2.905% are payable on each May 1st and November 1st through maturity on May 1, 2033. Principal and interest are payable from and secured solely by a pledge of and lien upon the net revenues of the water and sewer utility system of the Village. The proceeds of the Series 2013 Note were used for the advance refunding of the outstanding Series 2003A Revenue Bonds and provided approximately \$5,000,000 for capital improvements to the water and sewer system. The advance refunding resulted in an economic gain of approximately \$142,000.

The Series 2013 Note includes a provision that in the event of a default under the Loan Agreement or Note, which includes any default in the due and punctual payment of an obligation in an amount in excess of \$100,000 to any other obligee, the bank may declare all obligations of the Village under the Loan Agreement and Note to be immediately due and payable.

Annual debt service requirements on the Note are as follows:

	Principal	Interest	Total
Fiscal Year Ending September 30			
2025	\$ 732,120	\$ 210,117	\$ 942,237
2026	753,541	188,696	942,237
2027	775,588	166,649	942,237
2028	798,281	143,956	942,237
2029	821,637	120,600	942,237
2030-2033	3,534,089	234,863	3,768,952
Total	\$ 7,415,256	\$ 1,064,881	\$ 8,480,137

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

The provisions of the Series 2013 Note generally provide for:

1. Establishment of utility rates that provide net revenues which are equal to at least 125% of the principal and interest scheduled to come due in each fiscal year.
2. Prompt payment of principal and interest when due.
3. Issuance of additional debt payable from pledged revenues only if pledged revenues for the two immediately preceding fiscal years equal at least 1.25 times the largest amount of principal and interest scheduled to come due on the outstanding debt and additional debt.
4. Maintenance of the utility system in good working order.
5. Maintenance of a depository account with the lender.

At September 30, 2024 the Village was in compliance with the financial covenants.

LEASES (RIGHT-OF-USE ASSETS)

The Village has entered into multiple lease agreements as a lessee. The lease agreements qualify as other than a short-term lease under GASB 87 and therefore; have been recorded at the present value of the future minimum lease payments as of the date of their inception. A summary of the leases by governmental activities and business-type activities is summarized below:

Governmental activities: The Village has 15 active lease agreements as a Lessee as of September 30, 2024, which range in duration from 1 month to 53 months. As of September 30, 2024, the value of the lease liability was \$62,811. Principal and interest payments made during the fiscal year totaled \$31,440. Required monthly fixed payments range from approximately \$57 to \$917. The value of the leases (right-to-use assets) as of September 30, 2024 is \$115,319 with accumulated amortization of \$48,916.

Business-type activities: The Village has 7 active lease agreements as a Lessee as of September 30, 2024, which range in duration from 1 month to 41 months. As of September 30, 2024, the value of the lease liability was \$16,016. Principal and interest payments made during the fiscal year totaled \$5,953. Required monthly fixed payments range from approximately \$34 to \$111. The value of the leases (right-to-use assets) as of September 30, 2024 is \$28,378 with accumulated amortization of \$12,377.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – LONG-TERM DEBT (CONTINUED)

LEASES (RIGHT-OF-USE ASSETS) (CONTINUED)

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2024, are as follows:

Fiscal Year Ending September 30	Governmental Activities			Business-Type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2025	\$ 28,572	\$ 1,322	\$ 29,894	\$ 5,516	\$ 310	\$ 5,826
2026	20,423	658	21,081	5,497	182	5,679
2027	7,517	205	7,722	4,098	66	4,164
2028	5,610	62	5,672	905	4	909
2029	689	1	690	--	--	--
Total	\$ 62,811	\$ 2,248	\$ 65,059	\$ 16,016	\$ 562	\$ 16,578

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (“SBITA”)

The Village has entered into multiple subscription arrangements. The subscription arrangements qualify as other than a short-term lease under GASB 96 and therefore; have been recorded at the present value of the future minimum payments as of the date of their inception.

Governmental activities: The Village has 7 active subscription arrangements as of September 30, 2024, which range in duration from 3 months to 24 months. An initial subscription arrangements liability was recorded in the amount of \$117,961 during the fiscal year ended September 30, 2023. As of September 30, 2024, the value of the subscription arrangements liability was \$58,655. Principal and interest payments made during the fiscal year totaled \$36,564. Required monthly fixed payments range from approximately \$24 to \$2,556. The value of the subscription arrangements as of September 30, 2024 is \$117,961 with accumulated amortization of \$53,856.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – LONG-TERM DEBT (CONTINUED)

SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (“SBITA”) (CONTINUED)

Business-type activities: The Village had 2 active subscription arrangements during the year-end September 30, 2024, which terminated as of year-end. An initial subscription arrangements liability was recorded in the amount of \$40,559 during the fiscal year ended September 30, 2023. As of September 30, 2024, the value of the subscription arrangements liability was \$0. Principal and interest payments made during the fiscal year totaled \$16,418. Required monthly fixed payments were approximately \$1,368. The value of the subscription arrangements as of September 30, 2024 is \$41,059 with accumulated amortization of \$41,059.

The future minimum subscription arrangement obligations and the net present value of these minimum subscription arrangement payments as of September 30, 2024, are as follows:

Fiscal Year Ending September 30	Governmental Activities		
	Principal	Interest	Total
2025	\$ 28,888	\$ 1,784	\$ 30,672
2026	29,767	905	30,672
Total	\$ 58,655	\$ 2,689	\$ 61,344

FINANCED PURCHASES (DIRECT BORROWING)

The Village has entered into financed purchase agreements for financing the acquisition of body cameras in the General Fund. The lease agreements qualify as financed purchases for accounting purposes and have been recorded at the present value of the future minimum lease payments as of the inception date.

Assets	
Machinery & Equipment	\$ 294,711
Accumulated depreciation	<u>(176,827)</u>
Carrying Value	<u>\$ 117,884</u>

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – LONG-TERM DEBT (CONTINUED)

FINANCED PURCHASES (DIRECT BORROWING) (CONTINUED)

Future minimum lease payments and the present value of net minimum lease payments as of September 30, 2024 are as follows:

Fiscal Year Ending September 30,	
2025	62,980
2026	62,980
Total minimum lease payments	125,960
Less: amount representing interest	4,127
Total principal outstanding amount	<u>\$121,833</u>

UTILITY PLEDGED REVENUES

The Village has pledged the future net revenues (generally all revenues and capital contributions, less expenses, excluding depreciation and amortization) of the water and sewer utility to repay the Series 2013 Note. The Series 2013 Note is payable solely from the utility net revenues and is payable through 2033. Annual principal and interest payments on the Series 2013 Note are expected to require approximately 10 percent of utility net revenues. Total principal and interest remaining to be paid on the Series 2013 Note is \$8,480,137 at September 30, 2024. Utility net revenues available for debt service (as defined by the Series 2013 Note debt resolution) were \$5,073,317.

INTEREST EXPENSE AND ARBITRAGE

Total interest costs incurred and paid on all Village debt for the fiscal year ended September 30, 2024 were \$92,746 and \$94,373, respectively, for governmental activities and \$216,062 and \$231,781, respectively, for business-type activities. The Village is subject to the arbitrage restrictions imposed by the federal government for its outstanding debt issues. No events have occurred that would cause the outstanding debt to be subject to arbitrage within the meaning of Section 148 of the Internal Revenue Code.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – OBLIGATION UNDER UTILITY AGREEMENTS AND INTANGIBLE RIGHTS

In February 1994, the City of Lake Worth (the “City”) issued \$15,680,000 Sewer System Refunding Revenue Bonds, Series 1994, part of which was used to refund both the Series E and Series R Loans. As a result of this refunding issue, the Village amended its contracts with the City and the combined outstanding obligation and intangible rights increased \$353,610 and the maturity date was extended to October 31, 2006. The amendment required the Village to pay 120% (previously 133% and 125% for the Series E and Series R Loans, respectively) of its pro rata share of the debt service (20% of which was to fund renewal and replacement). The additional intangible rights were amortized over 22 years (the remaining term of the amended contract). All outstanding obligations under the utility agreements were paid at maturity on October 31, 2006. During 2015, the Village sold a portion of its wastewater usage rights and the intangible rights were reduced by \$214,891. During 2018, the Village paid \$205,421 to Palm Beach County to purchase an additional service area, which was recorded as an indefinite life intangible asset and will not be amortized. At September 30, 2024, the intangible rights had a net book value of \$205,421 and were recorded with capital assets.

NOTE 7 – INTERFUND TRANSACTION

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfers	Transfers
	In	Out
General Fund	\$ 8,159,723	\$ 412,907
American Rescue Plan Fund	--	8,467,545
Lake Worth Road CRA Fund	228,128	--
Congress Ave CRA Fund	226,137	--
Water and Sewer Utility Fund	191,371	2,294,132
Stormwater Utility Fund	2,369,225	--
Total	\$11,174,584	\$11,174,584

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – INTERFUND TRANSACTION (CONTINUED)

Transfers from the Water & Sewer Utility Fund to the General Fund consisted of payments in lieu of taxes in the amount of \$2,294,132. Transfers from the American Rescue Plan Fund to the General Fund consisted of costs related to construction costs, land purchases and equipment purchases in the amount of \$5,865,591. Transfers from the American Rescue Plan Fund to the Enterprise Funds consisted of costs related to building renovations, IT network improvements and construction costs in the amount of \$2,560,596. Transfers from the American Rescue Plan Fund to the Palm Springs CRA funds consisted in the amount of \$41,358. Transfers from the General Fund to the Palm Springs CRA Funds consisted of tax increment financing of \$412,907 that are not payments for services.

NOTE 8 – RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; thefts of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Village carries commercial insurance. Specifically, the Village purchases commercial insurance for property, medical benefits, worker's compensation, general liability, automobile liability, errors and omissions, and directors and officers liability. The Village is also covered by Florida Statutes under the Doctrine of Sovereign Immunity which effectively limits the amount of liability of municipalities to individual claims of \$200,000 and \$300,000 in the aggregate. There was no reduction in insurance coverage from coverage in the prior year and there were no settlements that exceeded insurance coverage for each of the past three fiscal years.

NOTE 9 – EMPLOYEE RETIREMENT PLANS

The Village administers two single-employer, defined benefit pension plans, the Village of Palm Springs General Employees Pension Plan and the Village of Palm Springs Police Officers Pension Plan. The Village also participates in the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Trust Fund, both of which are multiple-employer, cost-sharing, defined benefit, public employee retirement plans administered by the State of Florida. The net pension liability, deferred outflows and inflows of resources and pension expense (income) related to these retirement plans at September 30, 2024 are summarized as follows:

	General				
	Employees	Police Officers	FRS	HIS	
	Pension Plan	Pension Plan	Pension Plan	Pension Plan	Total
Net Pension Liability (Asset)	\$ (5,868,178)	\$ (3,429,730)	\$ 11,847,388	\$ 4,057,207	\$ 6,606,687
Deferred outflows of resources	25,869	--	4,748,811	748,089	5,522,769
Deferred inflows of resources	2,139,664	3,142,162	888,213	489,578	6,659,617
Pension Expense (Income)	(1,062,280)	(447,351)	392,101	87,666	(1,029,864)

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS

The Village sponsored two separate single-employer defined benefit plans for fiscal year 2024: the Village of Palm Springs General Employees Pension Plan, covering substantially all other full-time Village employees hired prior to July 1, 2010; and, the Village of Palm Springs Police Officers Pension Plan covering all Village police officers hired prior to July 1, 2010. During 2010, the Village adopted ordinances closing both Plans to new members effective June 30, 2010. Participants in the Plans were given the option to remain in their respective Plan or to join FRS effective July 1, 2010. Both closed Plans are reported as pension trust funds included in the Village's reporting entity. Employees hired after June 30, 2010 are required to participate in FRS.

Each Plan has its own Board of Trustees which acts as plan administrator and trustee. The Board of the General Employees Pension Plan consists of five members, two of which are elected by Village employees (excluding police officers) for a four year term, one member of the Village Council, the Village Manager and one resident chosen by a majority of the other four trustees and appointed by the Village Council. The Board of the Police Officers Pension Plan consists of five members, two of which are elected by police officers, two of which are residents of the Village appointed by the Village Council and one member chosen by a majority of the other four trustees and appointed by the Village Council. Each Trustee serves a two year term with no term limits.

Each Plan's assets may only be used for the payment of benefits to the members and beneficiaries of the Plan in accordance with the terms of each plan document. The costs of administering each Plan are paid by the pension fund. Plan provisions are established by and may be amended by the Village Council. Village contribution requirements are determined by each Plan's actuary and are paid by the General Fund and Water and Sewer Utility Fund. Employee contribution requirements are established by and may be amended by the Village Council. There are no legal or contractual maximum contribution rates. The Florida Constitution requires local governments to make the actuarially determined contribution. The Florida Division of Retirement reviews and approves each local government's actuarial report prior to its being approved for use for funding purposes.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

The following summary of the significant provisions of each Plan was obtained from the respective actuarial reports for the Village's pension plans. Relevant information is as follows:

	General Employees	Police Officers		
Actuarial Valuation Date	10/1/2024	10/1/2023		
Accounting Policies and Plan Assets				
Authority	Village Ordinance	Village Ordinance/State Statute		
Asset valuation method	5-year smoothed market	4-year smoothed market		
Plan reserves	None	None		
Long-term receivables	None	None		
Membership and Plan Provisions				
Members:				
Active participants	26	9		
Retirees and beneficiaries	56	44		
Terminated vested	35	8		
Normal Retirement Benefits				
		Option 1	Option 2	Option 3
Retirement age	62	50	55	Any
Years of service (minimum)	5	15	10	20
Accrual	2.5%	3.0%	3.0%	3.0%
Years to vest	10	10	10	10

The actuarial required contribution amounts for both plans are determined based on the October 1, 2022 actuarial valuation date. Relevant information is as follows:

Actuarial Contributions (as a Percentage of Covered Payroll)

Village	23.8%	39.9%
State	N/A	26.6%
Participants	3.0%	6.6%
Required contributions	\$ 415,951	\$ 512,226
Contributions made	\$ 452,760	\$ 651,680

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Summary of Significant Accounting Policies

The financial statements of each Plan are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income (loss) is recognized as revenue when earned. Investments are reported at fair value and are managed by third party money managers.

The Village's independent custodians and money managers determine the fair value of securities, which is generally based upon the mean of the most recent bid and ask prices of each instrument using various third-party pricing sources. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income (loss) based on the valuation of investments. Investment earnings (losses) are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the benefit terms.

Investments

Investment Policy: The policy in regard to the allocation of invested assets is established and may be amended by a majority vote of the Board of each pension plan. It is the policy of each pension plan Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policy of each pension plan discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no changes in the investment policy of either pension plan for the year ended September 30, 2024. The asset allocation policy adopted by each pension plans' Board at September 30, 2024 was as follows:

Asset Class	General Employees	Police Officers
Domestic equity	50%	55%
International equity	10	10
Domestic bonds	25	20
International bonds	5	5
Real estate	10	10
Total	100%	100%

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Summary of Significant Accounting Policies

Rate of Return: For the fiscal year ended September 30, 2024, the annual money-weighted rate return on each pension plans' investments, net of investment expenses, was 21.51% and 9.24% for the General Employees Pension Plan and Police Officers Pension Plan, respectively. The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested.

Deferred Retirement Option Program (DROP)

The Police Officers Pension Plan members are eligible to participate in DROP upon attainment of normal retirement date. DROP allows Plan members to retire while continuing employment for up to 60 months and the member's retirement benefits accumulate in the Plan. The amount held in DROP at September 30, 2024 was \$517,126. The General Employees Pension Plan has no DROP.

Net Pension Liability (Asset)

The components of the net pension liability (asset) for the General Employees and Police Officers Pension Plans for the most recent valuation as of October 1, 2022 and October 1, 2023, respectively, were as follows:

	General Employees	Police Officers
Total pension liability	\$ 30,952,232	\$ 41,467,494
Less: Plan fiduciary net position*	(36,820,410)	(44,897,224)
Net Pension Liability (Asset)	\$ (5,868,178)	\$ (3,429,730)
Plan fiduciary net position as a percentage of the total pension liability	119.0%	108.3%

* Plan fiduciary net position noted above for the General Employees and Police Officers Pension Plans for 2024 excluded \$129 and \$149, respectively, related to accounts payable balances.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (Asset) (continued)

Actuarial Assumptions: The total pension liabilities for the General Employees and Police Officers Pension Plans were determined by actuarial valuations as of October 1, 2024 and October 1, 2023, respectively, using the following actuarial assumptions, applied to all periods included in the measurement:

	General Employees	Police Officers
Actuarial Valuation		
Frequency	Annual	Annual
Latest valuation	10/1/2024	10/1/2023
Measurement date	9/30/2024	9/30/2024
Cost method	Entry age normal	Entry age normal
Assumptions		
Investment earnings (with inflation, net of expenses)	6.0% / year	6.75% / year
Salary increases (with inflation)	4.6% - 8.3% / year	4.5% - 5.5% / year
Inflation	2.0% / year	2.5% / year
Cost of living adjustments	3.0%	3.0%
Mortality rates	PubG.H-2010(B)	PUB-2010
Amortization		
Method	Level dollar	Level percent of payroll
Period	5 years	15 years
Open/Closed	Closed	Closed

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Net Pension Liability (Asset) (continued)

The long-term expected rate of return on investments of the pension plans was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2024 (see the discussion of each pension plan's investment policy) are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return	
	General Employees	Police Officers
Domestic equity	7.5%	7.5%
International equity	8.5	8.5
Domestic bonds	2.5	2.5
International bonds	3.5	3.5
Real estate	4.5	4.5

Discount Rate: The discount rate used to measure the total pension liability of the General Employees Pension Plan was 6.00% (6.00% in 2023) and the Police Officers Pension Plan was 6.75% (6.75% in 2023). The discount rates were based on the expected rate of return on investments of each plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that Village contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plans' fiduciary net positions were projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments of the pension plans was applied to all periods of projected benefit payments to determine the projected total pension liability.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset)

The changes in the net pension liability (asset) of the Village's General Employees Pension Plan were as follows for the fiscal year ended September 30, 2024:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
General Employees Pension Plan			
Balances at October 1, 2023	\$29,842,488	\$30,933,242	\$ (1,090,754)
Changes for the current year:			
Service cost	360,661	--	360,661
Interest	1,778,628	--	1,778,628
Difference between expected and actual experience	90,540	--	90,540
Change of assumptions	--	--	--
Contributions - Village	--	452,760	(452,760)
Contributions - employee	--	57,042	(57,042)
Net investment income	--	6,555,918	(6,555,918)
Benefit payments, including refunds of employee contributions	(1,120,085)	(1,120,085)	--
Administration expenses	--	(58,467)	58,467
Net Changes	1,109,744	5,887,168	(4,777,424)
Balances at September 30, 2024	\$30,952,232	\$36,820,410	\$ (5,868,178)

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset) (continued)

The changes in the net pension liability (asset) of the Village's Police Officers Pension Plan were as follows for the fiscal year ended September 30, 2024:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Police Officers Pension Plan			
Balances at October 1, 2023	\$39,425,659	\$37,562,933	\$ 1,862,726
Changes for the current year:			
Service cost	333,729	--	333,729
Interest	2,747,030	--	2,747,030
Difference between expected and actual experience	592,527	--	592,527
Change of assumptions	--	--	--
Contributions - Village	--	390,907	(390,907)
Contributions - State of Florida	--	260,773	(260,773)
Contributions - employee	--	64,362	(64,362)
Net investment income	--	8,314,052	(8,314,052)
Benefit payments, including refunds of employee contributions	(1,631,451)	(1,631,451)	--
Administration expenses	--	(64,352)	64,352
Net Changes	2,041,835	7,334,291	(5,292,456)
Balances at September 30, 2024	\$41,467,494	\$44,897,224	\$ (3,429,730)

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Changes in the Net Pension Liability (Asset) (continued)

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate: The following table presents the net pension liability (asset) of the General Employees Pension Plan and the Police Officers Pension Plan at September 30, 2024, calculated using the current discount rates of 6.00% and 6.75%, respectively, as well as what the net pension liability (asset) would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	(1.0%) Decrease	Current Discount Rate	(1.0%) Increase
General Employees Pension Plan	\$ (1,610,368)	\$ (5,868,178)	\$ (9,370,338)
Police Officers Pension Plan	\$ 1,844,404	\$ (3,429,730)	\$ (7,768,700)

Pension Expense (Income) and Deferred Inflows/Outflows of Resources Related to Pensions

General Employees Pension Plan: For the fiscal year ended September 30, 2024, the Village recognized pension expense (income) of \$(1,062,280). At September 30, 2024, the Village reported deferred inflows/outflows of resources related to the General Employees pension from the following sources:

General Employees Pension Plan	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 25,869	\$ --
Net difference between projected and actual investment earnings on pension plans	--	2,139,664
Balances at September 30, 2024	\$ 25,869	\$ 2,139,664

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Pension Expense (Income) and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Police Officers Pension Plan: For the year ended September 30, 2024, the Village recognized pension expense (income) of \$447,351. At September 30, 2024, the Village reported deferred inflows/outflows of resources related to the Police Officers pension from the following sources:

Police Officers Pension Plan	Deferred Outflows	Deferred Inflows
Net difference between projected and actual investment earnings on pension plans	\$ --	\$ 3,142,162
Balances at September 30, 2024	\$ --	\$ 3,142,162

The amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense as follows:

	General Employees	Police Officers
Fiscal Year Ending September 30		
2025	\$ (394,365)	\$ (777,756)
2026	291,605	236,481
2027	(1,067,037)	(1,438,562)
2028	(943,998)	(1,162,325)
Total	\$ (2,113,795)	\$ (3,142,162)

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Financial Statements

The General Employees Pension Plan and the Police Officers Pension Plan do not issue stand-alone GAAP financial reports. Financial statements for the General Employees Pension Plan and the Police Officers Pension Plan as of and for the year ended September 30, 2024, are as follows:

Statement of Fiduciary Net Position		
	General Employees	Police Officers
Assets		
Cash and cash equivalents	\$ 1,269,370	\$ 798,995
Receivables:		
Interest and dividends	44,680	9,377
Investments:		
U.S. treasury securities	3,519,659	--
Mortgage backed securities	3,827,748	--
Corporate bonds	496,563	--
Mutual fund taxable	1,875,702	10,463,946
Equity securities mutual funds	22,941,764	29,501,516
Real estate investment account	2,883,634	4,147,895
Total investments	35,545,070	44,113,357
Total Assets	36,859,120	44,921,729
Liabilities		
Accounts payable	38,839	24,654
Total Liabilities	38,839	24,654
Net Position Restricted for Pension Benefits	\$36,820,281	\$44,897,075

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

VILLAGE PENSION PLANS (CONTINUED)

Financial Statements (continued)

Statement of Changes in Fiduciary Net Position		
	General Employees	Police Officers
Additions		
Contributions:		
Employer	\$ 452,760	\$ 390,907
Plan members	57,042	64,362
State contributions	--	260,773
Total Contributions	509,802	716,042
Investment income:		
Interest	228,196	100,849
Dividends	512,870	724,875
Net appreciation in fair value of investments	5,857,056	7,518,672
Total Investment Income:	6,598,122	8,344,396
Less: Investment expenses	(28,491)	(18,445)
Net Investment Income	6,569,631	8,325,951
Total Additions	7,079,433	9,041,993
Deductions		
Administration	72,310	76,400
Benefits	1,120,084	1,631,450
Total Deductions	1,192,394	1,707,850
Change In Plan Net Position	5,887,039	7,334,143
Net Position Restricted for Pension Benefits		
at October 1, 2023	30,933,242	37,562,932
Net Position Restricted for Pension Benefits		
at September 30, 2024	\$36,820,281	\$44,897,075

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS

All regular, full-time employees of the Village, including police officers, hired after June 30, 2010 are required to participate in the FRS Pension Plan and the HIS Trust Fund administered by the Florida Department of Management Services, Division of Retirement. FRS and HIS are cost-sharing, multiple-employer defined benefit pension plans with approximately 1,000 participating employers. FRS and HIS were established and are administered in accordance with Chapter 121 and Section 112.363, Florida Statutes, respectively.

FRS includes a DROP available for eligible employees. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a defined contribution plan in lieu of FRS membership. Participation is optional for cities, municipalities, special districts, charter schools and metropolitan planning organizations.

HIS membership is optional and available to all retirees under a state-administered retirement system, provided the retiree provides proof of health insurance coverage, which can include Medicare. Participation is compulsory for cities, municipalities, special districts, charter schools and metropolitan planning organizations that participate in FRS.

Benefits Provided: FRS provides retirement, survivor and disability benefits to plan members and beneficiaries. Pension benefits of FRS are established by Florida Statutes, Chapter 121, and may be amended by the Florida Legislature. Retirement benefits are computed on the basis of age and/or years of service, average final compensation and service credit. Members initially enrolled prior to July 1, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. HIS provides retirees and beneficiaries a monthly benefit equal to the number of years of creditable service completed at the time of retirement multiplied by \$7.50. The monthly benefit payment is established by Section 112.363, Florida Statutes and is at least \$45, but not more than \$225.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Village Contributions: FRS members are required to contribute 3.0% and no contribution is required for HIS members. Participating governments, including the Village, contribute to FRS at actuarially determined rates for various classes of employees, which are presently 13.57% of annual covered payroll for employees covered in the regular class, 34.52% for senior management class, 32.67% for special risk class (police officers), 58.68% for elected officials and 21.13% for employees covered in the FRS DROP program. Participating governments, including the Village, contribute to HIS based on a percentage of gross compensation for all active FRS members, which is presently 2.00%. The Village's contributions to FRS and HIS for the fiscal year ended September 30, 2024 were \$2,013,964, which was equal to 100% of the required contributions for the year.

Funding Policy: FRS funding policy provides for monthly employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are adequate to accumulate sufficient assets to pay benefits when due based upon plan assumptions. HIS uses a pay-as-you-go funding policy based on monthly employer contributions at a flat percentage of gross compensation for all active FRS members. Employer and employee contribution rates are established by State law as a level percentage of payroll. Employer contribution rates are determined using the entry-age actuarial cost method. The consulting actuary recommends rates based on the annual valuation, but actual contribution rates are established by the Florida Legislature.

Publicly Available Financial Report: The State of Florida issues a publicly available financial report for FRS and HIS that includes financial statements and required supplementary information. The complete financial report is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

Summary of Significant Accounting Policies: The financial statements of FRS and HIS are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. Employee contributions are recognized in the period of time for which the contributions are assessed. Employer contributions are recognized in the period in which employee services are performed. Benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with the terms of FRS and HIS. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value and are managed by external investment managers. The independent investment

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

custodian for FRS and HIS determines the fair value of securities using various third-party pricing sources. For private market investments, where no readily ascertainable market value exists, fair values are based on net asset value (capital account balance) provided by investment managers at the closest available reporting period and adjusted for subsequent contributions and distributions. The net appreciation (depreciation) in fair value of investments is recorded as an increase (decrease) to investment income based on the valuation of investments. Investment earnings are net of investment related expenses, such as management fees, portfolio evaluation and custodial services. For purposes of measuring the net pension liability, deferred inflows/outflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS and HIS and the additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by FRS and HIS.

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions

At September 30, 2024, the Village reported a liability of \$11,847,388 and \$4,057,207 for its proportionate share of the net pension liability of FRS and HIS, respectively. The net pension liability of each plan was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024 for FRS and HIS. The Village's proportion of the net pension liability was based on a projection of the Village's long-term share of contributions to the pension plan relative to the projected contributions of all participating governments, as actuarially determined. At June 30, 2024, the Village's FRS proportion was .030625511 percent, which was an increase of .00307164 percent from its proportion measured as of June 30, 2023. The HIS proportion was .027046285 percent at June 30, 2024, which was an increase of .002351093 percent from its proportion measured as of June 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

For the year ended September 30, 2024, the Village recognized pension expense of \$479,767 for FRS and HIS. At September 30, 2024, the Village reported deferred outflows and inflows of resources related to FRS pensions from the following sources:

FRS	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 1,196,904	\$ --
Assumption changes	1,623,793	--
Net difference between projected and actual earnings on pension plan investments	--	787,439
Change in proportion and differences between Village contributions and proportionate share of contributions	1,478,153	100,774
Village contributions subsequent to the measurement date	449,961	--
Balances at September 30, 2024	\$4,748,811	\$ 888,213

At September 30, 2024 the Village reported deferred outflows and inflows of resources related to HIS pensions from the following sources:

HIS	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 39,175	\$ 7,790
Assumption changes	71,803	480,321
Net difference between projected and actual earnings on pension plan investments	--	1,467
Change in proportion and differences between Village contributions and proportionate share of contributions	577,742	--
Village contributions subsequent to the measurement date	59,369	--
Balances at September 30, 2024	\$ 748,089	\$ 489,578

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Deferred outflows of resources related to FRS and HIS pensions of \$509,330 resulting from Village contributions subsequent to the measurement date of June 30, 2024 will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows (inflows) of resources related to pensions will be recognized in pension expense (income) as follows:

	FRS	HIS
Fiscal Year Ending September 30		
2025	\$ 168,258	\$ 88,785
2026	2,340,136	54,401
2027	506,854	3,701
2028	232,616	18,219
2029	162,773	27,153
Thereafter	--	6,883
Total	\$ 3,410,637	\$ 199,142

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Actuarial Assumptions: The total pension liability for FRS and HIS in the most recent actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS	HIS
Valuation date	July 1, 2024	July 1, 2024
Measurement date	June 30, 2024	June 30, 2024
Actuarial cost method	Individual Entry	Individual Entry
	Age	Age
Amortization method	Level percent of pay, closed	Level percent of pay, closed
Equivalent single amortization period	30 years	30 years
Asset valuation method	5-year smoothed	5-year smoothed
Discount rate	6.7%	3.93%
Inflation	2.4%	2.4%
Salary increases, including inflation	3.5%	3.5%
Long-term expected rate of return, net of investment expenses	6.7%	N/A
Municipal bond rate	N/A	3.93%
Payroll growth	3.5%	3.5%
Cost of living adjustments	3.0% pre-July 2011; 0% thereafter	N/A
Mortality rates	PUB-2010 base table with Scale MP-2021	PUB-2010 base table with Scale MP-2021

The actuarial assumptions used in the July 1, 2024 actuarial valuation were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Changes in Actuarial Assumptions: The discount rate for HIS increased from 3.65% for 2023 to 3.93% for 2024.

Long-term Expected Rate of Return: The long-term expected rate of return on FRS investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of annual arithmetic real rates of return for each major asset class are as follows:

Asset Class	Long-Term Expected Real Rate of Return
Cash equivalents	3.3%
Fixed income	5.6
Global equity	7.0
Real estate	6.8
Private equity	8.8
Strategic investments	6.2

Discount Rate: The discount rate used to measure the total pension liability of FRS at June 30, 2024 was 6.70% for FRS and 3.93% for HIS. The FRS discount rate was based on the expected rate of return on FRS investments. The HIS discount rate was based on the municipal bond rate. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rates and that member contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the fiduciary net position of FRS was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on investments of FRS was applied to all periods of projected benefit payments to determine the projected total pension liability. Because HIS uses a pay-as-you-go funding structure, a municipal bond rate of 3.93% was used to determine the total pension liability.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 9 – EMPLOYEE RETIREMENT PLANS (CONTINUED)

STATE OF FLORIDA PENSION PLANS (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Inflows/Outflows of Resources Related to Pensions (continued)

Sensitivity of the Village's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following table presents the Village's proportionate share of the net pension liability of FRS and HIS at September 30, 2024, calculated using the current discount rate, as well as what the Village's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

FRS			HIS		
Current			Current		
1.0%	Discount	1.0%	1.0%	Discount	1.0%
Decrease	Rate	Increase	Decrease	Rate	Increase
(5.70%)	(6.70%)	(7.70%)	(2.65%)	(3.65%)	(4.65%)
\$ 20,839,140	\$ 11,847,388	\$ 4,314,888	\$ 4,618,609	\$ 4,057,207	\$ 3,591,153

Pension Plan Fiduciary Net Position: Detailed information about the fiduciary net position of FRS and HIS is available in a separately issued financial report, which is available on the Publications page of the Division of Retirement's website at www.frs.myflorida.com or by writing to the Research and Education Section at P.O. Box 9000, Tallahassee, Florida, 32315-9000 or by calling toll free 877-377-1737 or 850-488-5706.

PAYABLES TO FRS

There were no amounts payable to FRS by the Village at September 30, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

PLAN DESCRIPTION

The Village administers a single-employer defined benefit health care plan (the “Plan”) that provides health care benefits to eligible retired employees and their beneficiaries. The Village Council has the authority to establish and amend the premiums for and the benefit provisions of the Plan. The Plan is financed on a “pay-as-you-go” basis and is not administered as a formal qualifying trust. The Plan does not issue a publicly available financial report.

FUNDING POLICY

The Village is required by Florida Statute 112.0801 to allow retirees to buy healthcare coverage at the same *group insurance rates* that current employees are charged resulting in an *implicit* healthcare benefit. The State of Florida prohibits the Plan from separately rating retirees and active employees. The Plan therefore charges both groups an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of the implicit rate subsidy into the actuarial accrued liability. Plan members receiving benefits contribute 100% of the monthly premium ranging from a minimum of \$763 to a maximum of \$1,592.

PLAN MEMBERSHIP

Membership in the Plan was comprised of the following at September 30, 2024 (measurement date), the date of the latest census data utilized for the actuarial valuation with an actuarial date of October 1, 2023:

Active employees	172
Retirees and beneficiaries receiving benefits	6
Inactive employees	--
Total Members	178

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

TOTAL OPEB LIABILITY

The Village's total OPEB liability of \$1,185,803 was reported as of September 30, 2024, and was determined by an actuarial valuation as of October 1, 2023.

Actuarial Methods and Significant Assumptions: The actuarial methods and significant assumptions used to determine the Village's total OPEB liability for the current year are summarized as follows:

Actuarial Valuation

Valuation date	10/1/2023 with 9/30/2024 measurement date
Actuarial cost method	Entry age normal, level percent of pay

Assumptions

Asset valuation method	N/A ⁽¹⁾
Discount Rate	4.06% ⁽²⁾
Post-retirement benefit increases	None
Health care cost trend rate	7.0% per year initially, reduced annually by .5% to an ultimate rate of 4.5%
Inflation rate	2.5%
Projected salary increases	3.0%
Mortality rates	“PUB2010” mortality table MP-2021 projection

Amortization

Method	Average of expected future working lifetime of the active group
Remaining amortization period	10 years

- (1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2024.
- (2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the S&P Municipal Bond 20-year High Grade Rate Index as of September 30, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY

The changes in the total OPEB liability were as follows for the year ended September 30, 2024:

Total OPEB Liability at October 1, 2023	\$ 884,891
Changes for the Current Year	
Service cost	49,424
Interest	42,209
Difference between expected and actual experience	184,696
Change in assumptions	60,934
Benefit payments	(36,351)
Net Changes	300,912
Balances at September 30, 2024	\$ 1,185,803

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the Village calculated using the current discount rate of 4.06%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (3.06%) or one percentage point higher (5.06%) than the current rate:

	Current	
1.0%	Discount	1.0%
Decrease	Rate	Increase
(3.06%)	(4.06%)	(5.06%)
\$ 1,301,088	\$ 1,185,803	\$ 1,084,469

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

CHANGES IN THE TOTAL OPEB LIABILITY (CONTINUED)

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the Village calculated using the current healthcare cost trend rate of 7.0%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (6.0%) or one percentage point higher (8.0%) than the current rate:

	Current Discount Rate (7.0%)	
1.0% Decrease (6.0%)		1.0% Increase (8.0%)
\$ 1,077,636	\$ 1,185,803	\$ 1,311,011

Changes in Actuarial Assumptions: The discount rate decreased from 4.87% for 2023 to 4.06% for 2024.

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB

For the year ended September 30, 2024, the Village recognized OPEB expense of \$104,169. At September 30, 2024, the Village reported deferred inflows/outflows of resources related to OPEB from the following sources:

Description	Deferred Outflows	Deferred Inflows
Differences between expected and actual experience	\$ 442,671	\$ 1,955
Changes in assumptions	108,998	149,084
Balances at September 30, 2024	\$ 551,669	\$ 151,039

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB EXPENSE AND DEFERRED INFLOWS/OUTFLOWS OF RESOURCES RELATED TO OPEB (CONTINUED)

The amounts reported as deferred inflows/outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending	Amount
September 30	
2025	\$ 48,887
2026	48,887
2027	48,887
2028	48,887
2029	48,887
Thereafter	156,195
Total	\$ 400,630

NOTE 11 – COMMITMENTS AND CONTINGENCIES

GRANTS

Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies. Any disallowed claims, including amounts already received, might constitute a liability of the Village for the return of those funds.

CONTINGENCIES

The Village is subject to a variety of lawsuits occurring in the normal course of business, the ultimate outcome of which is not presently determinable. In the opinion of management, after consultation with legal counsel, the resolution of any pending matters is not expected to have a significant impact on the financial condition of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS

Contract commitments consisted of the following at September 30, 2024:

	Total Project Authorization	Expended through September 30, 2024	Contract Retainage Payable at September 30, 2024	Balance to Complete
Governmental Activities				
Task# 252 - Royal Palm Park Fishing Dock	\$ 22,025	\$ 18,043	\$ --	\$ 3,982
Task# 269 - Police Building Expansion	15,412,576	1,387,131	3,401	14,022,044
Task# 310 - Davis Road and Canal 10 Bridge Repairs	365,624	204,393	8,408	152,823
Task# 314 - Intersection Imp - Davis & Greenbrier	735,682	134,349	2,699	598,634
Task# 315 - Entranceway Imp - Greenbrier & Congress	109,354	97,539	--	11,815
Task# 319 - Swale/Drainage Imp Alameda & Davis	439,399	20,780	--	418,619
Task# 329 - Property Purchase 275 Alameda Drive	2,271,688	2,211,675	3,940	56,073
Task# 353 - Lakewood Park Improvement - Soccer Field	40,400	33,900	--	6,500
Task# 357 - Frost Lake Imp (FRDAP)	50,016	296	--	49,720
Total Governmental Activities	\$ 19,446,764	\$ 4,108,106	\$ 18,448	\$ 15,320,210

Business-type Activities

Water and Sewer Fund

Task# 226 - SCADA Pratt WTP	\$ 282,287	\$ 139,118	\$ --	\$ 143,169
Task# 233 - L/S Rehab	1,431,353	1,431,353	--	--
Task# 242 - Water Well #10 Replacement	881,274	881,274	--	--
Task# 262 - Well #9 Replacement	1,500,320	758,389	35,094	706,837
Task# 295 - Water Main FL Mango Phase II - PBC	154,028	126,930	--	27,098
Task# 304 - Well #13 Rehab	63,335	7,490	--	55,845
Task# 316 - Well #14 Replacement	122,972	79,481	--	43,491
Task# 317 - Kudza Lift Station Emergency Generator	537,950	69,126	2,537	466,287
Task# 321 - Main WTP - Replacement of Ammonia Feed System	86,720	61,369	--	25,351
Task# 322 - Pratt WTP - Replacement of Ammonia Feed System	86,720	61,369	--	25,351

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 11 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

CONTRACT COMMITMENTS (CONTINUED)

	Total Project Authorization	Expended through September 30, 2024	Contract Retainage Payable at September 30, 2024	Balance to Complete
Water and Sewer Fund (continued)				
Task# 323 - Emergency Generator for Well #14 & Well #13	30,743	19,871	--	10,872
Task# 330 - Lab/Main Control Bldg Renovations - MWTP	260,270	80,459	--	179,811
Task# 331 - EOC/Operations Building New - MWTP	437,874	11,706	--	426,168
Task# 332 - Well #12 Rehab	57,436	57,436	--	--
Task# 334 - Vac Station Renovations (Monitoring & Valves)	1,436,319	55,912	--	1,380,407
Task# 335 - IT Extend Fiber for MAN/LAN Connection Pratt WTP	40,380	--	--	40,380
Task# 336 - IT Extend Fiber for MAN/LAN Connection Main WTP & 2400	91,030	--	--	91,030
Task# 339 - Replace Lime Feed System - Pratt WTP	154,045	25,755	--	128,290
Task# 341 - ARPA MWTP Security Cameras	61,973	--	--	61,973
Total Water and Sewer Fund	7,717,029	3,867,038	37,631	3,812,360
Stormwater Fund				
Task# 249 - Lakewood Road Stormwater Improvements East of Kirk Road	28,942	28,942	--	--
Task# 291 - Davis Rd Stormwater (Canal Rd to 10th Ave N)	1,999,900	925,574	42,059	1,032,267
Task# 293 - Lakewood Stormwater (W of Kirk Road)	1,670,262	1,670,262	--	--
Task# 311 - 2nd Ave Stormwater Improvement	568,935	360,058	--	208,877
Task# 333 - Bermuda Stormwater Improvements	117,465	58,413	--	59,052
Total Stormwater Fund	4,385,504	3,043,249	42,059	1,300,196
Total Business-type Activities	\$ 12,102,533	\$ 6,910,287	\$ 79,690	\$ 5,112,556

REQUIRED SUPPLEMENTARY INFORMATION

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes				
Ad valorem taxes	\$ 6,401,938	\$ 6,401,938	\$ 6,428,042	\$ 26,104
Franchise fees	1,989,400	1,989,400	2,021,196	31,796
Utility service taxes	3,240,665	3,240,665	3,445,247	204,582
Business taxes	395,500	395,500	395,383	(117)
Total taxes	12,027,503	12,027,503	12,289,868	262,365
Permits				
Building permits	1,000,000	1,000,000	1,660,938	660,938
Other permits	121,300	121,300	64,057	(57,243)
Total permits	1,121,300	1,121,300	1,724,995	603,695
Intergovernmental				
State revenue sharing	1,468,715	1,468,715	1,517,398	48,683
Alcoholic beverage licenses	9,500	9,500	11,716	2,216
Municipal fuel tax refund	11,000	11,000	15,220	4,220
Local option gas tax	457,351	457,351	423,887	(33,464)
County occupational licenses	53,000	53,000	59,014	6,014
Half-cent sales tax	2,617,252	2,617,252	2,681,356	64,104
Local option sales tax	2,700,000	2,700,000	2,694,598	(5,402)
Grant revenue	314,992	314,992	261,817	(53,175)
Other intergovernmental revenue	75,000	75,000	114,613	39,613
Total intergovernmental	7,706,810	7,706,810	7,779,619	72,809
Charges for services				
General government	1,111,953	1,111,953	1,152,236	40,283
Public safety	361,539	361,539	420,041	58,502
Physical environment	1,743,196	1,743,196	1,791,416	48,220
Transportation	33,000	33,000	34,705	1,705
Culture/recreation	121,000	121,000	140,688	19,688
Total charges for services	3,370,688	3,370,688	3,539,086	168,398
Fines and forfeitures				
Judgements and fines	92,000	92,000	130,675	38,675
Other	188,500	188,500	135,285	(53,215)
Total fines and forfeitures	280,500	280,500	265,960	(14,540)
Contributions and donations	46,000	46,000	49,469	3,469

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Miscellaneous				
Investment income	\$ 1,050,110	\$ 1,050,110	\$ 1,960,199	\$ 910,089
Facility rental	300,670	300,670	296,475	(4,195)
Miscellaneous revenue	37,500	37,500	108,673	71,173
Total miscellaneous	1,388,280	1,388,280	2,365,347	977,067
Total Revenues	\$ 25,941,081	\$ 25,941,081	\$ 28,014,344	\$ 2,073,263
Expenditures				
General government				
Legislative:				
Personal services	\$ 50,307	\$ 57,907	\$ 57,573	\$ 334
Operating	214,020	214,530	147,635	66,895
Capital outlay	75,000	75,000	21,207	53,793
Non-operating	406,000	174,633	1,000	173,633
Total legislative	745,327	522,070	227,415	294,655
Executive:				
Personal services	946,461	946,461	898,412	48,049
Operating	151,983	156,424	109,482	46,942
Debt Service - Principal	922	1,071	986	85
Debt Service - Interest	94	129	118	11
Total executive	1,099,460	1,104,085	1,008,998	95,087
Financial administration:				
Personal services	982,867	975,321	847,450	127,871
Operating	42,521	104,084	90,880	13,204
Capital outlay	--	5,501	5,500	1
Debt Service - Principal	880	895	895	--
Debt Service - Interest	73	58	57	1
Total financial administration	1,026,341	1,085,859	944,782	141,077
Legal:				
Operating	225,000	225,000	145,096	79,904
Total legal	225,000	225,000	145,096	79,904
Information technology:				
Personal services	865,808	865,808	610,874	254,934
Operating	433,098	508,054	339,505	168,549
Capital outlay	207,000	187,000	--	187,000
Debt Service - Principal	--	--	2,816	(2,816)
Total information technology	1,505,906	1,560,862	953,195	607,667
Other general government:				
Personal services	1,000	2,500	1,754	746
Operating	391,904	391,604	338,356	53,248
Capital outlay	--	2,300,000	2,219,554	80,446
Debt Service - Principal	850	850	638	212
Debt Service - Interest	3	3	1	2
Total other general government	393,757	2,694,957	2,560,303	134,654

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Human Resources:				
Personal services	\$ 314,672	\$ 314,672	\$ 260,922	\$ 53,750
Operating	106,195	129,195	104,651	24,544
Capital outlay	16,000	--	--	--
Debt Service - Principal	922	922	1,262	(340)
Debt Service - Interest	94	94	820	(726)
Total human resources	437,883	444,883	367,655	77,228
Total General Government	5,433,674	7,637,716	6,207,444	1,430,272
Public safety				
Planning, zoning and building:				
Personal services	780,366	760,972	595,358	165,614
Operating	483,931	547,825	318,612	229,213
Capital outlay	41,500	45,000	45,000	--
Non-operating	100,000	100,000	3,885	96,115
Debt Service - Principal	1,852	1,852	31,587	(29,735)
Debt Service - Interest	94	94	11	83
Total planning, zoning and building	1,407,743	1,455,743	994,453	461,290
Law enforcement:				
Personal services	10,491,618	10,367,610	9,738,253	629,357
Operating	1,033,439	1,165,947	1,179,031	(13,084)
Capital outlay	8,606,000	9,125,275	1,495,348	7,629,927
Debt Service - Principal	60,091	60,091	62,438	(2,347)
Debt Service - Interest	6,903	6,903	4,323	2,580
Total law enforcement	20,198,051	20,725,826	12,479,393	8,246,433
Total Public Safety	21,605,794	22,181,569	13,473,846	8,707,723
Physical environment				
Sanitation services:				
Operating	1,729,946	1,729,946	1,720,917	9,029
Total sanitation services	1,729,946	1,729,946	1,720,917	9,029
Total physical environment	1,729,946	1,729,946	1,720,917	9,029
Transportation				
Personal services	2,193,269	2,193,694	2,054,650	139,044
Operating	987,453	987,028	834,496	152,532
Capital outlay	2,483,727	3,815,992	1,030,959	2,785,033
Debt Service - Principal	597	597	608	(11)
Debt Service - Interest	91	91	79	12
Total transportation	5,665,137	6,997,402	3,920,792	3,076,610

(Continued)

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Culture/recreation				
Library:				
Personal services	\$ 743,810	\$ 743,810	\$ 598,493	\$ 145,317
Operating	190,758	194,092	154,651	39,441
Capital outlay	146,515	217,945	117,352	100,593
Debt Service - Principal	922	922	3,974	(3,052)
Debt Service - Interest	94	94	123	(29)
Total library	1,082,099	1,156,863	874,593	282,270
Parks and recreation:				
Personal services	969,308	971,515	891,660	79,855
Operating	694,861	740,512	646,333	94,179
Capital outlay	580,000	1,090,350	717,639	372,711
Debt Service - Principal	8,776	19,811	19,811	--
Debt Service - Interest	472	472	437	35
Total parks and recreation	2,253,417	2,822,660	2,275,880	546,780
Special events:				
Operating	176,850	245,430	230,288	15,142
Total special events	176,850	245,430	230,288	15,142
Total culture/recreation	3,512,366	4,224,953	3,380,761	844,192
Total Expenditures	\$ 37,946,917	\$ 42,771,586	\$ 28,703,760	\$ 14,067,826
Excess (Deficiency) of Revenues				
over Expenditures	(12,005,836)	(16,830,505)	(689,416)	(11,994,563)
Other Financing Sources (Uses)				
Lease (right-of-use asset) acquired	\$ --	\$ --	\$ 49,156	\$ 49,156
Transfer in	2,429,132	7,253,801	8,159,723	905,922
Subsequent year appropriation	1,889,611	1,889,611	--	(1,889,611)
Appropriated from restricted for sales tax	8,100,000	8,100,000	--	(8,100,000)
Transfer out	(412,907)	(412,907)	(412,907)	--
Total Other Financing Sources (Uses)	\$ 12,005,836	\$ 16,830,505	\$ 7,795,972	\$ (9,034,533)
Net Change in Fund Balance	\$ --	\$ --	7,106,556	\$ 7,106,556
Fund Balance - Beginning of Year			33,826,921	
Fund Balance - End of Year			\$ 40,933,477	

VILLAGE OF PALM SPRINGS, FLORIDA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Intergovernmental	\$ --	\$ --	\$ 8,467,545	\$ 8,467,545
Investment income	24,000	24,000	485,968	461,968
Total Revenues	24,000	24,000	8,953,513	8,929,513
Expenditures				
Total Expenditures	--	--	--	--
Excess (Deficiency) of Revenues over Expenditures	24,000	24,000	8,953,513	8,929,513
Other Financing Sources (Uses)				
Transfer out	(6,685,846)	(9,778,801)	(8,467,545)	1,311,256
Appropriation of prior year's assets	6,661,846	9,754,801	--	(9,754,801)
Total Other Financing Sources (Uses)	(24,000)	(24,000)	(8,467,545)	(8,443,545)
Net Change in Fund Balance	\$ --	\$ --	485,968	\$ 485,968
Fund Balance - Beginning			584,672	
Fund Balance - Ending			\$ 1,070,640	

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BUDGETARY ACCOUNTING

State of Florida Statutes require that all municipal governments establish budgetary systems and approve annual operating budgets. The Council annually adopts an operating budget and appropriates funds for the General Fund, American Rescue Plan Fund, and Palm Springs CRA fund. The procedures for establishing the budget are as follows:

- Prior to September 1, the Village Manager submits to the Council a proposed operating budget prepared for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- The Village advises the County Property Appraiser of the proposed millage rate and the date, time and place of the public hearing for budget acceptance.
- The budget and related millage rate are legally enacted by ordinance.
- Changes or amendments to the budget of the Village or a department must be approved by the Council; however, changes within a department which do not affect the total departmental expenditures may be approved at the administrative level. Accordingly, the legal level of control is at the department level.

The adopted budgets are prepared on the modified accrual basis in accordance with U.S. generally accepted accounting principles. The reported budgetary data represents the final appropriated budget after amendments adopted by the Council. There were supplemental appropriations for the General Fund and in the amount of \$4,824,669 adopted for the year ended September 30, 2024. There were no supplemental appropriations for the American Rescue Plan Fund and Palm Springs CRA. Unexpended appropriations lapse at year end.

NOTE 2 – ENCUMBRANCES

Encumbrance accounting, in which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is utilized by the Village during the year. However, all encumbrances outstanding at year end lapse and, accordingly, there is no fund balance assigned for encumbrances at September 30, 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 3 – BUDGET AND ACTUAL COMPARISON

For budgetary purposes, proceeds from the sale of capital assets are included in budgeted revenues, but are considered “other financing sources” for GAAP. As a result, the General Fund revenues reported in the actual column (page 96) reflect \$21,560 more than the revenues reported on the basis of GAAP in the accompanying statement of revenues, expenditures and changes in fund balances.

VILLAGE OF PALM SPRINGS, FLORIDA
CONDITION RATING OF THE VILLAGE'S STREET SYSTEM
SEPTEMBER 30, 2024

Percentage of lane miles in good or better condition: 100%
 Percentage of lane miles in substandard condition: 0%

Comparison of needed-to-actual maintenance/preservation:

Fiscal Year Ended September 30,	Needed	Actual	Difference
2015	\$ 170,000	\$ 151,463	\$ 18,537
2016	540,500	523,022	17,478
2017	845,822	611,980	233,842
2018	370,000	99,409	270,591
2019	474,600	308,997	165,603
2020	425,000	257,990	167,010
2021	350,000	220,442	129,558
2022	342,000	178,618	163,382
2023	290,000	162,648	127,352
2024	315,000	198,000	117,000
Total	\$ 4,122,922	\$ 2,712,569	\$ 1,410,353

The condition of street pavement is rated using the Asphalt Pavement Rating Form as developed by the Asphalt Institute. The Asphalt Pavement Rating Form is based on a weighted average of thirteen defects found in pavement services. The form uses a measurement scale that is based on a condition index rating from zero for failed to 100 for pavement in perfect condition. The condition index is used to classify roads in seven categories: excellent (100-85), very good (84-70), good (69-55), fair (54-40), poor (39-25), very poor (24-10), failed (9-0). It is the Village's policy to maintain at least 80% of its street system at a good or better condition. Needed maintenance is calculated based upon inspections and the condition assessment index.

In accordance with GASB Statement No. 34, the Village is required to report at least one complete condition assessment at transition using the modified approach. The condition assessment was completed by the Village in fiscal year 2003 and documented that eligible infrastructure assets are being preserved at or above the condition level established by the Village. We evaluate 1/3 of the network each year. In fiscal year 2023 we are in year 2 of the seventh cycle of assessments and we continue to maintain our network in a condition that meets or exceeds Village policy.

The Village calculates needed maintenance of its street system annually. However, the scheduling of these street projects often crosses fiscal years. Also, many streets are restored as utility work is performed. Therefore, actual maintenance may be less than or greater than or greater than the calculated needed maintenance in any fiscal year.

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
GENERAL EMPLOYEES PENSION FUND

September 30, (Measurement Date)	2024	2023	2022	2021	2020
Total Pension Liability					
Service cost	\$ 360,661	\$ 364,141	\$ 386,688	\$ 366,284	\$ 357,165
Interest	1,778,628	1,798,473	1,748,479	1,761,821	1,794,729
Differences between expected and actual experience	90,540	(1,380,792)	(138,581)	(916,750)	(877,264)
Changes of assumptions	--	--	--	896,257	(745,073)
Benefit payments, including refunds	(1,120,085)	(1,095,311)	(1,188,292)	(1,094,834)	(1,097,195)
Net Change in Total Pension Liability	1,109,744	(313,489)	808,294	1,012,778	(567,638)
Total Pension Liability, Beginning of Fiscal Year	29,842,488	30,155,977	29,347,683	28,334,905	28,902,543
Total Pension Liability, End of Fiscal Year (a)	\$ 30,952,232	\$ 29,842,488	\$ 30,155,977	\$ 29,347,683	\$ 28,334,905
Plan Fiduciary Net Position					
Contributions					
Employer	\$ 452,760	\$ 570,220	\$ 703,494	\$ 1,057,688	\$ 933,633
Plan members	57,042	56,436	59,980	57,475	55,317
Other	--	--	2,135	--	--
Net investment income (loss)	6,555,918	2,346,287	(4,746,812)	5,373,469	2,179,210
Benefit payments, including refunds	(1,120,085)	(1,095,311)	(1,188,292)	(1,094,834)	(1,097,195)
Administrative expense	(58,467)	(60,616)	(62,174)	(128,202)	(64,400)
Net Change in Plan Fiduciary Net Position	5,887,168	1,817,016	(5,231,669)	5,265,596	2,006,565
Plan Fiduciary Net Position, Beginning of Fiscal Year	30,933,242	29,116,226	34,347,895	29,082,299	27,075,734
Plan Fiduciary Net Position, End of Fiscal Year (b)	\$ 36,820,410	\$ 30,933,242	\$ 29,116,226	\$ 34,347,895	\$ 29,082,299
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	\$ (5,868,178)	\$ (1,090,754)	\$ 1,039,751	\$ (5,000,212)	\$ (747,394)
Plan Fiduciary Net Position as a					
Percentage of Total Pension Liability (Asset)	119.0%	103.7%	96.6%	117.0%	102.6%
Covered Payroll	\$ 1,901,413	\$ 1,881,211	\$ 1,999,311	\$ 1,915,795	\$ 1,843,880
Net Pension Liability (Asset) as a Percentage of Covered Payroll	(308.6)%	(58.0)%	52.0%	(261.0)%	(40.5)%

Notes to Schedule:

Effective June 30, 2010, the General Employees Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). A total of 38 active participants of the General Employees Pension Plan elected to join FRS and the remaining participants stayed in the Village plan. New employees hired after June 30, 2010 are required to join FRS.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2019	2018	2017	2016	2015
\$ 379,392	\$ 371,772	\$ 364,562	\$ 339,321	\$ 366,097
1,776,251	1,728,787	1,685,440	1,583,402	1,572,611
(561,920)	(205,918)	(325,072)	(429,411)	(930,661)
913,998	866,043	777,414	2,358,552	--
(1,106,461)	(1,004,991)	(950,966)	(877,324)	(811,678)
1,401,260	1,755,693	1,551,378	2,974,540	196,369
27,501,283	25,745,590	24,194,212	21,219,672	21,023,303
\$ 28,902,543	\$ 27,501,283	\$ 25,745,590	\$ 24,194,212	\$ 21,219,672
\$ 831,216	\$ 862,047	\$ 828,922	\$ 1,088,264	\$ 1,061,229
53,804	59,854	64,047	72,094	80,731
--	--	--	--	--
808,285	2,291,631	2,674,644	2,139,230	(110,389)
(1,106,461)	(1,004,991)	(950,966)	(877,324)	(811,678)
(62,854)	(63,308)	(63,858)	(66,848)	(58,933)
523,990	2,145,233	2,552,789	2,355,416	160,960
26,551,744	24,406,511	21,853,722	19,498,306	19,337,346
\$ 27,075,734	\$ 26,551,744	\$ 24,406,511	\$ 21,853,722	\$ 19,498,306
\$ 1,826,809	\$ 949,539	\$ 1,339,079	\$ 2,340,490	\$ 1,721,366
93.7%	96.5%	94.8%	90.3%	91.9%
\$ 1,793,426	\$ 1,995,144	\$ 2,134,889	\$ 2,403,161	\$ 2,691,095
101.9%	47.6%	62.7%	97.4%	64.0%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE NET PENSION LIABILITY (ASSET)
AND RELATED RATIOS
POLICE OFFICERS PENSION FUND

September 30, (Measurement Date)	2024	2023	2022	2021	2020
Total Pension Liability					
Service cost	\$ 333,729	\$ 334,782	\$ 411,452	\$ 500,477	\$ 332,692
Interest	2,747,030	2,561,142	2,330,268	2,409,210	2,313,118
Differences between expected and actual experience	592,527	714,944	123,716	(603,931)	852,542
Changes of assumptions	--	--	--	1,891,247	(709,083)
Benefit payments, including refunds	(1,631,451)	(2,167,329)	(2,118,739)	(1,062,865)	(1,009,708)
Net Change in Total Pension Liability	2,041,835	1,443,539	746,697	3,134,138	1,779,561
Total Pension Liability, Beginning of Fiscal Year	39,425,659	37,982,120	37,235,423	34,101,285	32,321,724
Total Pension Liability, End of Fiscal Year (a)	\$ 41,467,494	\$ 39,425,659	\$ 37,982,120	\$ 37,235,423	\$ 34,101,285
Plan Fiduciary Net Position					
Contributions					
Employer and State	\$ 651,680	\$ 603,263	\$ 777,422	\$ 665,125	\$ 945,003
Plan members	64,362	73,129	79,142	103,033	109,215
Net investment income (loss)	8,314,052	3,718,261	(5,564,799)	7,436,354	3,261,422
Benefit payments, including refunds	(1,631,451)	(2,167,329)	(2,118,739)	(1,062,865)	(1,009,708)
Administrative expense	(64,352)	(66,491)	(63,736)	(60,122)	(67,813)
Other	--	(5,737)	--	--	--
Net Change in Plan Fiduciary Net Position	7,334,291	2,155,096	(6,890,710)	7,081,525	3,238,119
Plan Fiduciary Net Position, Beginning of Fiscal Year	37,562,933	35,407,837	42,298,547	35,217,022	31,978,903
Plan Fiduciary Net Position, End of Fiscal Year (b)	\$ 44,897,224	\$ 37,562,933	\$ 35,407,837	\$ 42,298,547	\$ 35,217,022
Net Pension Liability (Asset), End of Fiscal Year [(a)-(b)]	\$ (3,429,730)	\$ 1,862,726	\$ 2,574,283	\$ (5,063,124)	\$ (1,115,737)
Plan Fiduciary Net Position as a					
Percentage of Total Pension Liability (Asset)	108.3%	95.3%	93.2%	113.6%	103.3%
Covered Payroll	\$ 979,149	\$ 1,108,024	\$ 1,199,124	\$ 1,561,115	\$ 1,654,766
Net Pension Liability (Asset) as a Percentage of Covered Payroll	(350.3)%	168.1%	214.7%	(324.3)%	(67.4)%

Notes to Schedule:

Effective October 1, 2009, the Village contracted with Palm Beach County for fire protection and emergency medical services. As a result, the existing Hazardous Employees Pension Plan was renamed the Police Officers Pension Plan and was closed to new Firefighter members and the benefits of current Firefighter members were frozen. Effective June 30, 2010, the Police Officers Pension Plan was closed to new members and current employees were given the option to remain in the Plan or join the Florida Retirement System (FRS). Nine police officers elected to join FRS on July 1, 2010 and the remaining participants stayed in the Village plan. New police officers hired after June 30, 2010 are required to join FRS.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

	2019	2018	2017	2016	2015
\$	339,484	\$ 403,228	\$ 427,032	\$ 410,669	\$ 360,751
	2,205,109	2,143,645	2,068,372	1,944,254	1,850,070
	(264,614)	(279,697)	216,592	(181,834)	81,981
	197,669	124,812	80,318	76,322	--
	(1,020,976)	(965,600)	(938,667)	(888,548)	(878,850)
	1,456,672	1,426,388	1,853,647	1,360,863	1,413,952
	30,865,052	29,438,664	27,585,017	26,224,154	24,810,202
\$	32,321,724	\$ 30,865,052	\$ 29,438,664	\$ 27,585,017	\$ 26,224,154
\$	1,576,472	\$ 1,552,848	\$ 1,543,986	\$ 1,540,740	\$ 1,499,908
	106,132	103,813	116,150	123,992	117,695
	1,488,942	2,581,251	2,938,837	1,940,467	(41,414)
	(1,020,976)	(965,600)	(938,667)	(888,548)	(878,850)
	(52,501)	(64,481)	(55,453)	(64,671)	(51,394)
	--	--	--	--	--
	2,098,069	3,207,831	3,604,853	2,651,980	645,945
	29,880,834	26,673,003	23,068,150	20,416,170	19,770,225
\$	31,978,903	\$ 29,880,834	\$ 26,673,003	\$ 23,068,150	\$ 20,416,170
\$	342,821	\$ 984,218	\$ 2,765,661	\$ 4,516,867	\$ 5,807,984
	98.9%	96.8%	90.6%	83.6%	77.9%
\$	1,608,072	\$ 1,572,925	\$ 1,759,837	\$ 1,878,665	\$ 1,783,252
	21.3%	62.6%	157.2%	240.4%	325.7%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF VILLAGE CONTRIBUTIONS - PENSION TRUST FUNDS

General Employees Pension Fund

September 30,	2024	2023	2022	2021	2020	2019
Actuarially determined contribution	\$ 415,951	\$ 514,342	\$ 429,329	\$ 928,740	\$ 887,452	\$ 809,354
Contributions in relation to actuarially determined contribution	452,760	570,220	703,494	1,057,688	933,633	831,216
Contribution Deficiency (Excess)	\$ (36,809)	\$ (55,878)	\$ (274,165)	\$ (128,948)	\$ (46,181)	\$ (21,862)
Covered Payroll	\$ 1,901,413	\$ 1,881,211	\$ 1,999,311	\$ 1,915,795	\$ 1,843,880	\$ 1,793,426
Contributions as a Percentage of Covered Payroll	23.8%	30.3%	35.2%	55.2%	50.6%	46.3%

Police Officers Pension Fund

September 30,	2024	2023	2022	2021	2020	2019
Actuarially determined contribution	\$ 512,226	\$ 477,253	\$ 666,528	\$ 458,891	\$ 758,756	\$ 1,029,719
Contributions in relation to actuarially determined contribution	651,680	603,263	777,422	665,125	945,003	1,576,472
Contribution Deficiency (Excess)	\$ (139,454)	\$ (126,010)	\$ (110,894)	\$ (206,234)	\$ (186,247)	\$ (546,753)
Covered Payroll	\$ 979,149	\$ 1,108,024	\$ 1,199,124	\$ 1,561,115	\$ 1,654,766	\$ 1,608,072
Contributions as a Percentage of Covered Payroll	66.6%	54.4%	64.8%	42.6%	57.1%	98.0%

Notes to Schedule:

Actuarially determined contribution rates are calculated as of October 1, 2022, which provides the actuarially determined contribution for the fiscal year ended September 30, 2024.

	General Employees	Police Officers
Valuation date:	10/1/2024	10/1/2023

Significant methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal	Entry Age Normal
Amortization method	Level Dollar, Closed	Level Percent of Payroll, Closed
Amortization period:		
Gains and losses	5 years	15 years
Assumption, method and plan changes	5 years	15 years
Asset valuation method	5-Year Smoothed	4-Year Smoothed
Inflation, per year	2.00%	2.50%
Salary increases (with inflation), per year	4.6% - 8.3%	4.5% - 5.5%
Investment rate of return	6.00%	6.75%
Cost of living adjustments	3.0%	3.0%
Retirement age	Age 62 with 5 years service	Experience-based rates specific to eligibility
Mortality	PubG.H-2010(B)	PUB-2010 Headcount Weighted

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2018	2017	2016	2015
\$ 801,394	\$ 777,969	\$ 948,927	\$ 963,970
862,047	828,922	1,088,264	1,061,229
\$ (60,653)	\$ (50,953)	\$ (139,337)	\$ (97,259)
\$ 1,995,144	\$ 2,134,889	\$ 2,403,161	\$ 2,691,095
43.2%	38.8%	45.3%	39.4%

2018	2017	2016	2015
\$ 1,235,835	\$ 1,284,202	\$ 1,341,587	\$ 1,455,934
1,552,848	1,543,986	1,540,740	1,499,908
\$ (317,013)	\$ (259,784)	\$ (199,153)	\$ (43,974)
\$ 1,572,925	\$ 1,759,837	\$ 1,878,665	\$ 1,783,252
98.7%	87.7%	82.0%	84.1%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN

June 30th,	2024	2023	2022	2021	2020
Village's proportion of the net pension liability	0.03063%	0.02755%	0.02498%	0.02330%	0.02389%
Village's proportionate share of the net pension liability	\$ 11,847,388	\$ 10,979,346	\$ 9,295,994	\$ 1,760,243	\$ 10,354,989
Village's covered payroll	\$ 11,463,034	\$ 9,715,611	\$ 8,091,992	\$ 7,755,670	\$ 7,506,842
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	103.4%	113.0%	114.9%	22.7%	137.9%
Plan fiduciary net position as a percentage of the total pension liability	83.7%	82.4%	82.9%	96.4%	78.8%

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN

September 30th,	2024	2023	2022	2021	2020
Contractually required Village contribution	\$ 1,778,900	\$ 1,417,183	\$ 1,127,639	\$ 932,724	\$ 800,120
Contributions in relation to the contractually required Village contribution	1,778,900	1,417,183	1,127,639	932,724	800,120
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --
Village covered payroll	\$ 11,762,864	\$ 10,143,963	\$ 8,334,264	\$ 7,910,743	\$ 7,525,485
Contributions as a percentage of Village covered payroll	15.1%	14.0%	13.5%	11.8%	10.6%

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2019	2018	2017	2016	2015
0.02507%	0.02345%	0.02335%	0.02208%	0.01871%
\$ 8,634,342	\$ 7,064,764	\$ 6,905,580	\$ 5,574,897	\$ 2,416,813
\$ 7,035,255	\$ 6,322,362	\$ 6,039,789	\$ 5,488,748	\$ 4,800,805
122.7%	111.7%	114.3%	101.6%	50.3%
82.6%	84.3%	83.9%	84.9%	92.0%

2019	2018	2017	2016	2015
\$ 799,161	\$ 682,850	\$ 617,847	\$ 568,454	\$ 474,857
799,161	682,850	617,847	568,454	474,857
\$ --	\$ --	\$ --	\$ --	\$ --
\$ 7,248,956	\$ 6,401,551	\$ 6,250,249	\$ 5,586,304	\$ 4,952,601
11.0%	10.7%	9.9%	10.2%	9.6%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE VILLAGE'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

June 30th,	2024	2023	2022	2021	2020
Village's proportion of the net pension liability	0.02705%	0.02470%	0.02337%	0.02203%	0.02168%
Village's proportionate share of the net pension liability	\$ 4,057,207	\$ 3,921,926	\$ 2,475,767	\$ 2,702,347	\$ 2,647,593
Village's covered payroll	\$ 11,463,034	\$ 9,715,611	\$ 8,091,992	\$ 7,755,670	\$ 7,506,842
Village's proportionate share of the net pension liability as a percentage of Village covered payroll	35.4%	40.4%	30.6%	34.8%	35.3%
Plan fiduciary net position as a percentage of the total pension liability	4.8%	4.1%	4.8%	3.6%	3.0%

SCHEDULE OF THE VILLAGE'S CONTRIBUTIONS
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM

September 30th,	2024	2023	2022	2021	2020
Contractually required Village contribution	\$ 235,064	\$ 177,318	\$ 146,656	\$ 132,070	\$ 125,265
Contributions in relation to the contractually required Village contribution	235,064	177,318	146,656	132,070	125,265
Contribution deficiency (excess)	\$ --	\$ --	\$ --	\$ --	\$ --
Village covered payroll	\$ 11,762,864	\$ 10,143,963	\$ 8,334,264	\$ 7,910,743	\$ 7,525,485
Contributions as a percentage of Village covered payroll	2.0%	1.7%	1.8%	1.7%	1.7%

This schedule is presented as required by accounting principles generally accepted in the United States of America.

2019	2018	2017	2016	2015
0.02103%	0.01938%	0.01902%	0.01783%	0.01594%
\$ 2,353,345	\$ 2,051,623	\$ 2,034,112	\$ 2,078,426	\$ 1,625,362
\$ 7,035,255	\$ 6,322,362	\$ 6,039,789	\$ 5,488,748	\$ 6,039,789
33.5%	32.5%	33.7%	37.9%	26.9%
2.6%	2.1%	1.6%	1.0%	0.5%

2019	2018	2017	2016	2015
\$ 120,348	\$ 106,426	\$ 101,046	\$ 95,521	\$ 60,923
120,348	106,426	101,046	95,521	60,923
\$ --	\$ --	\$ --	\$ --	\$ --
\$ 7,248,956	\$ 6,401,551	\$ 6,250,249	\$ 5,586,304	\$ 4,952,601
1.7%	1.7%	1.6%	1.7%	1.2%

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS - PENSION TRUST FUNDS

Fiscal Year Ended September 30,	Annual money-weighted rate of return, net of investment expenses	
	General Employees Pension Fund	Police Officers Pension Fund
2024	21.51 %	9.24 %
2023	8.01 %	6.19 %
2022	(14.10)%	4.99 %
2021	18.29 %	11.19 %
2020	7.71 %	8.97 %
2019	2.86 %	4.84 %
2018	9.18 %	9.56 %
2017	11.99 %	12.51 %
2016	10.53 %	9.24 %
2015	(.87)%	(.47)%

Note to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

This schedule is presented as required by accounting principles generally accepted in the United States of America.

VILLAGE OF PALM SPRINGS, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS

September 30, (Report Date)	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability							
Service cost	\$ 49,424	\$ 46,099	\$ 66,483	\$ 28,412	\$ 24,075	\$ 25,178	\$ 23,702
Interest	42,209	37,846	12,960	18,941	16,602	16,054	15,113
Differences between expected and actual experience	184,696	34,913	353,518	--	(3,180)	--	2,109
Changes of assumptions	60,934	(7,186)	(204,764)	--	88,007	--	--
Benefit payments	(36,351)	(40,395)	(40,395)	--	(21,563)	(15,519)	(14,609)
Net Change in Total OPEB Liability	300,912	71,277	187,802	47,353	103,941	25,713	26,315
Total OPEB Liability, Beginning of Fiscal Year	884,891	813,614	625,812	578,459	474,518	448,805	422,490
Total OPEB Liability, End of Fiscal Year	\$ 1,185,803	\$ 884,891	\$ 813,614	\$ 625,812	\$ 578,459	\$ 474,518	\$ 448,805
Village Covered Employee Payroll	\$ 14,833,310	\$ 13,239,074	\$ 12,766,420	\$ 10,515,039	\$ 10,382,123	\$ 9,984,483	\$ 9,399,015
Total OPEB Liability as a Percentage of Village Covered Employee Payroll	8.0%	6.7%	6.4%	6.0%	5.6%	4.8%	4.8%

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB liability, the discount rate is the long-term rate of return on tax-exempt, high quality municipal bonds based on the Standard & Poors Municipal Bond 20-year High Grade Rate Index.

Actuarial Assumption Changes

Discount rate - 2024	4.06%
Discount rate - 2023	4.87%
Discount rate - 2022	4.77%
Discount rate - 2020 and 2021	2.14%
Discount rate - 2019 and 2018	3.64%

This schedule is presented as required by accounting principles generally accepted in the United States of America; however, until a full 10-year trend is compiled, information is presented for those years available.

**COMBINING FUND FINANCIAL STATEMENTS AND
DEBT SCHEDULES**

NONMAJOR GOVERNMENTAL FUND

Special Revenue Fund – Special revenue funds are used to account for specific revenues that are restricted to expenditure for particular purposes. The special revenue funds used by the Village are:

Law Enforcement Fund – Accounts for proceeds from law enforcement forfeitures that are legally restricted to expenditures for law enforcement purposes.

Lake Worth Road CRA – Accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities. This district relates to the Palm Springs CRA.

Congress Ave CRA – Accounts for a Village agency which uses tax-increment financing to encourage development and the resources accumulated therein are restricted to those activities. This district relates to the Palm Springs CRA.

Debt Service Fund – Debt service funds are used to account for assets held for the repayment of principal and interest on general obligation debt.

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Special Revenue				Total Nonmajor Governmental Funds
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	
Assets					
Cash and cash equivalents	\$ 83,874	\$ 606,394	\$ 564,139	\$ 283,326	\$ 1,537,733
Total Assets	\$ 83,874	\$ 606,394	\$ 564,139	\$ 283,326	\$ 1,537,733
Liabilities					
Accounts payable	\$ 27	\$ 2,051	\$ 1,881	\$ 114	\$ 4,073
Total Liabilities	27	2,051	1,881	114	4,073
Fund Balances					
Restricted for:					
Law enforcement	83,847	--	--	--	83,847
Lake Worth Road CRA	--	604,343	--	--	604,343
Congress Ave CRA	--	--	562,258	--	562,258
Debt service	--	--	--	283,212	283,212
Total Fund Balances	83,847	604,343	562,258	283,212	1,533,660
Total Liabilities and Fund Balances	\$ 83,874	\$ 606,394	\$ 564,139	\$ 283,326	\$ 1,537,733

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue				Total Nonmajor
	Law Enforcement Fund	Lake Worth Road CRA	Congress Ave CRA	Debt Service Fund	Governmental Funds
Revenues					
Taxes	\$ --	\$ 227,785	\$ 184,501	\$ 426,433	\$ 838,719
Investment income	3,140	21,908	19,140	15,480	59,668
Confiscated property	3,000	--	--	--	3,000
Total Revenues	6,140	249,693	203,641	441,913	901,387
Expenditures					
Current:					
Economic environment	2,790	128,583	120,468	--	251,841
Capital outlay	7,206	--	--	--	7,206
Debt service:					
Principal	--	--	--	335,952	335,952
Interest and other fiscal charges	--	--	--	88,404	88,404
Total Expenditures	9,996	128,583	120,468	424,356	683,403
Excess (Deficiency) of Revenues over Expenditures	(3,856)	121,110	83,173	17,557	217,984
Other Financing Sources					
Transfers in	--	228,128	226,137	--	454,265
Change in Fund Balances	(3,856)	349,238	309,310	17,557	672,249
Fund Balances - Beginning of Year	87,703	255,105	252,948	265,655	861,411
Fund Balances - End of Year	\$ 83,847	\$ 604,343	\$ 562,258	\$ 283,212	\$ 1,533,660

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - PALM SPRINGS CRA
FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Ad valorem taxes	\$ 412,907	\$ 412,907	\$ 412,286	\$ (621)
Investment income	15,000	15,000	41,048	26,048
Total Revenues	427,907	427,907	453,334	25,427
Expenditures				
Economic environment:				
Operating	1,995,513	716,303	199,051	517,252
Capital outlay	310,208	412,562	--	412,562
Non-operating	100,000	280,000	50,000	230,000
Total Expenditures	2,405,721	1,408,865	249,051	1,159,814
Excess (Deficiency) of Revenues over Expenditures	(1,977,814)	(980,958)	204,283	1,185,241
Other Financing Sources				
Transfer in	1,915,407	472,907	454,265	(18,642)
Appropriation of prior year's fund balance	62,407	508,051	--	(508,051)
Total Other Financing Sources	1,977,814	980,958	454,265	(526,693)
Net Change in Fund Balance	\$ --	\$ --	658,548	\$ 658,548
Fund Balance - Beginning			508,053	
Fund Balance - Ending			\$ 1,166,601	

Note: The Palm Springs CRA is inclusive of the 2 districts: (1) Lake Worth Road CRA Fund and (2) Congress Ave CRA Fund.

FIDUCIARY FUNDS

General Employee Pension Fund – The general employees pension fund is used to account for the defined benefit pension plan for the general employees of the Village.

Police Officers Pension Fund – The police officers pension fund is used to account for the defined benefit pension plan for the police officers of the Village.

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2024

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Assets			
Cash and cash equivalents	\$ 1,269,370	\$ 798,995	\$ 2,068,365
Receivables:			
Interest and dividends	44,680	9,377	54,057
Investments:			
U.S. treasury securities	3,519,659	--	3,519,659
Mortgage backed securities	3,827,748	--	3,827,748
Corporate bonds	496,563	--	496,563
Mutual funds taxable	1,875,702	10,463,946	12,339,648
Equity securities mutual funds	22,941,764	29,501,516	52,443,280
Real estate investment account	2,883,634	4,147,895	7,031,529
Total investments	35,545,070	44,113,357	79,658,427
Total Assets	36,859,120	44,921,729	81,780,849
Liabilities			
Accounts payable	38,839	24,654	63,493
Total Liabilities	38,839	24,654	63,493
Net Position Restricted for Pension Benefits	\$ 36,820,281	\$ 44,897,075	\$ 81,717,356

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	General Employees Pension Fund	Police Officers Pension Fund	Total Pension Funds
Additions			
Contributions			
Employer	\$ 452,760	\$ 390,907	\$ 843,667
Plan members	57,042	64,362	121,404
State of Florida	--	260,773	260,773
Total Contributions	509,802	716,042	1,225,844
Investment Income			
Interest	228,196	100,849	329,045
Dividends	512,870	724,875	1,237,745
Net appreciation in fair value of investments	5,857,056	7,518,672	13,375,728
Total Investment Income:	6,598,122	8,344,396	14,942,518
Less: Investment expenses	(28,491)	(18,445)	(46,936)
Net Investment Income	6,569,631	8,325,951	14,895,582
Total Additions	7,079,433	9,041,993	16,121,426
Deductions			
Administration expenses	72,310	76,400	148,710
Benefits paid	1,120,084	1,631,450	2,751,534
Total Deductions	1,192,394	1,707,850	2,900,244
Change in Plan Net Position	5,887,039	7,334,143	13,221,182
Net Position Restricted for Pension Benefits			
Beginning of Year	30,933,242	37,562,932	68,496,174
End of Year	\$ 36,820,281	\$ 44,897,075	\$ 81,717,356

SCHEDULES OF LONG-TERM DEBT TO MATURITY

VILLAGE OF PALM SPRINGS, FLORIDA
COMBINING SCHEDULE OF DEBT SERVICE REQUIREMENTS
(PRINCIPAL AND INTEREST) TO MATURITY
SEPTEMBER 30, 2024

Fiscal Year Ending September 30,	Governmental	Business-type	Total
	Activities	Activities	
	General Obligation Note Payable	Promissory Note Payable	
2025	\$ 422,618	\$ 942,237	\$ 1,364,855
2026	420,836	942,237	1,363,073
2027	419,011	942,237	1,361,248
2028	417,143	942,237	1,359,380
2029	415,230	942,237	1,357,467
2030	413,271	942,237	1,355,508
2031	411,265	942,237	1,353,502
2032	204,865	942,237	1,147,102
2033	--	942,241	942,241
Total	\$ 3,124,239	\$ 8,480,137	\$ 11,604,376

VILLAGE OF PALM SPRINGS, FLORIDA**\$6,477,462 GENERAL OBLIGATION NOTE, DATED FEBRUARY 24, 2012**

Fiscal Year Ending 30,	Principal		Interest		Total	Interest Rate
	February 1	August 1	February 1	August 1		
2025	\$ 170,993	\$ 173,037	\$ 40,536	\$ 38,052	\$ 422,618	2.905 %
2026	175,104	177,197	35,539	32,996	420,836	2.905
2027	179,314	181,457	30,422	27,818	419,011	2.905
2028	183,626	185,820	25,182	22,515	417,143	2.905
2029	188,040	190,287	19,817	17,086	415,230	2.905
2030	192,561	194,863	14,322	11,525	413,271	2.905
2031	197,191	199,548	8,695	5,831	411,265	2.905
2032	201,932	--	2,933	--	204,865	2.905
Total	\$ 1,488,761	\$ 1,302,209	\$ 177,446	\$ 155,823	\$ 3,124,239	

VILLAGE OF PALM SPRINGS, FLORIDA**\$14,352,351 WATER AND SEWER PROMISSORY NOTE, DATED APRIL 15, 2013**

Fiscal Year Ending September 30,	Principal		Interest		Total	Interest Rate
	February 1	May 1	November 1	May 1		
2025	\$ 363,421	\$ 368,699	\$ 107,698	\$ 102,419	\$ 942,237	2.905 %
2026	374,054	379,487	97,064	91,632	942,237	2.905
2027	384,998	390,590	86,120	80,529	942,237	2.905
2028	396,263	402,018	74,856	69,100	942,237	2.905
2029	407,857	413,780	63,262	57,338	942,237	2.905
2030	419,790	425,887	51,329	45,231	942,237	2.905
2031	432,073	438,348	39,045	32,771	942,237	2.905
2032	444,714	451,173	26,405	19,945	942,237	2.905
2033	457,730	464,374	13,393	6,744	942,241	2.905
Total	\$ 3,680,900	\$ 3,734,356	\$ 559,172	\$ 505,709	\$ 8,480,137	

STATISTICAL SECTION

STATISTICAL SECTION

TABLE OF CONTENTS

This part of the Village of Palm Springs' annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village of Palm Springs' overall financial health.

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Financial Trends.....	123-135
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These schedules contain trend information to help the reader understand how the Village of Palm Springs' financial performance and well-being have changed over time.

Revenue Capacity	136-140
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These schedules contain information to help the reader assess the Village of Palm Springs' most significant local revenue sources, the property tax and water and sewer revenue.

Debt Capacity.....	141-144
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These schedules present information to help the reader assess the affordability of the Village of Palm Springs' current levels of outstanding debt and the Village of Palm Springs' ability to issue additional debt in the future.

Demographic and Economic Information.....	145-146
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These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village of Palm Springs' financial activities take place.

Operating Information	147-152
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These schedules contain service and infrastructure data to help the reader understand how the information in the Village of Palm Springs' financial report relates to the services the Village of Palm Springs provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

VILLAGE OF PALM SPRINGS, FLORIDA
NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2015	2016	2017	2018
Governmental Activities				
Net investment in capital assets	\$ 8,975,454	\$ 9,045,692	\$ 9,696,530	\$ 10,168,421
Restricted	220,651	265,623	1,413,016	2,694,732
Unrestricted (deficit)	<u>(1,336,279)</u>	<u>128,127</u>	<u>724,425</u>	<u>3,340,999</u>
Total Governmental Activities Net Position	<u>\$ 7,859,826</u>	<u>\$ 9,439,442</u>	<u>\$ 11,833,971</u>	<u>\$ 16,204,152</u>
Business-type Activities				
Net investment in capital assets	\$ 36,619,254	\$ 35,225,407	\$ 34,619,498	\$ 35,346,033
Restricted	--	--	--	--
Unrestricted	<u>11,936,786</u>	<u>18,310,727</u>	<u>23,050,351</u>	<u>26,410,896</u>
Total Business-type Activities Net Position	<u>\$ 48,556,040</u>	<u>\$ 53,536,134</u>	<u>\$ 57,669,849</u>	<u>\$ 61,756,929</u>
Primary government				
Net investment in capital assets	\$ 45,594,708	\$ 44,271,100	\$ 44,316,028	\$ 45,514,454
Restricted	220,651	265,622	1,413,016	2,694,732
Unrestricted	<u>10,600,507</u>	<u>18,438,854</u>	<u>23,774,776</u>	<u>29,751,895</u>
Total Primary Government Net Position	<u>\$ 56,415,866</u>	<u>\$ 62,975,576</u>	<u>\$ 69,503,820</u>	<u>\$ 77,961,081</u>

Note: GASB Statement No. 68 was adopted for 2015 resulting in the reduction of unrestricted net position by approximately \$11 million for net pension liabilities of the Village's defined benefit pension plans.

2019	2020	2021	2022	2023	2024
\$ 12,007,314	\$ 14,490,482	\$ 15,376,403	\$ 15,677,381	\$ 16,791,304	\$ 21,269,752
3,790,452	4,476,498	13,909,949	8,340,259	11,893,209	21,112,625
<u>4,593,586</u>	<u>5,442,274</u>	<u>1,565,541</u>	<u>12,907,822</u>	<u>14,244,367</u>	<u>13,689,106</u>
<u>\$ 20,391,352</u>	<u>\$ 24,409,254</u>	<u>\$ 30,851,893</u>	<u>\$ 36,925,462</u>	<u>\$ 42,928,880</u>	<u>\$ 56,071,483</u>
\$ 36,936,597	\$ 37,408,106	\$ 37,241,000	\$ 39,309,778	\$ 42,673,893	\$ 47,857,985
--	--	2,341,869	--	486,913	2,576,130
<u>29,391,851</u>	<u>32,816,459</u>	<u>35,918,194</u>	<u>41,504,677</u>	<u>44,014,722</u>	<u>44,436,269</u>
<u>\$ 66,328,448</u>	<u>\$ 70,224,565</u>	<u>\$ 75,501,063</u>	<u>\$ 80,814,455</u>	<u>\$ 87,175,528</u>	<u>\$ 94,870,384</u>
\$ 48,943,911	\$ 51,898,588	\$ 52,617,403	\$ 54,987,159	\$ 59,465,197	\$ 69,127,737
3,790,452	4,476,498	16,251,818	8,340,259	12,380,122	23,688,755
<u>33,985,437</u>	<u>38,258,733</u>	<u>37,483,735</u>	<u>54,412,499</u>	<u>58,259,089</u>	<u>58,125,375</u>
<u>\$ 86,719,800</u>	<u>\$ 94,633,819</u>	<u>\$ 106,352,956</u>	<u>\$ 117,739,917</u>	<u>\$ 130,104,408</u>	<u>\$ 150,941,867</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2015	2016	2017
Expenses			
Governmental activities:			
General government	\$ 1,926,924	\$ 2,066,477	\$ 2,294,992
Public safety	7,519,632	8,503,036	8,797,959
Physical environment	936,986	966,071	1,119,815
Transportation	1,278,825	1,703,726	2,214,506
Economic environment	--	--	--
Culture/recreation	1,940,121	1,998,486	1,925,521
Interest on long-term debt	136,871	130,337	123,644
Total Governmental Activities Expenses	13,739,359	15,368,133	16,476,437
Business-type activities:			
Water and Sewer Utility	11,916,368	12,980,353	13,870,807
Stormwater Utility	--	--	109,848
Total Business-type Activities Expenses	11,916,368	12,980,353	13,980,655
Total Primary Government Expenses	25,655,727	28,348,486	30,457,092
Program Revenues			
Governmental activities:			
Charges for services:			
General government	761,725	595,521	640,371
Public safety	1,410,893	1,297,305	1,335,980
Physical environment	977,800	1,078,923	1,090,501
Culture/recreation	406,639	353,494	383,402
Operating grants and contributions:			
General government	12,789	6,269	47,206
Public safety	200,830	97,117	70,454
Physical environment	15,180	12,553	22,208
Transportation	73,985	76,203	104,519
Culture/recreation	28,194	29,510	26,173
Capital grants and contributions:			
General government	100	27,642	292
Public safety	24,453	38,173	--
Transportation	--	6,288	148,881
Economic environment	--	--	--
Culture/recreation	231,224	--	--
Total Governmental Activities Program Revenues	4,143,812	3,618,998	3,869,987
Business-type activities:			
Charges for services:			
Water/Sewer Utility	16,916,445	18,010,253	19,159,149
Stormwater Utility	--	--	366,756
Operating grants and contributions:			
Water/Sewer Utility	--	--	--
Stormwater	--	--	--
Capital grants and contributions:			
Water and Sewer Utility	928,503	1,479,734	779,774
Total Business-type Activities Program Revenues	17,844,948	19,489,987	20,305,679
Total Primary Government Program Revenues	21,988,760	23,108,985	24,175,666
Net (Expense)/Revenue			
Governmental activities	(9,595,547)	(11,749,135)	(12,606,450)
Business-type activities	5,928,580	6,509,634	6,325,024
Total Primary Government Net Expense	\$ (3,666,967)	\$ (5,239,501)	\$ (6,281,426)

2018	2019	2020	2021	2022	2023	2024
\$ 2,211,693	\$ 2,835,997	\$ 2,879,926	\$ 2,999,956	\$ 3,677,147	\$ 4,136,272	\$ 4,170,771
8,839,413	9,970,520	9,446,884	8,375,773	10,186,285	13,121,283	12,185,143
1,067,111	1,075,033	1,173,626	1,317,299	1,456,330	1,586,290	1,720,917
1,787,841	2,093,367	2,201,178	2,126,730	2,414,448	2,853,355	3,040,001
--	--	--	63,160	343,657	221,748	257,315
1,875,636	1,986,225	1,644,442	1,602,340	2,165,153	2,561,413	2,984,144
133,395	133,416	124,680	115,737	121,693	102,292	92,746
<u>15,915,089</u>	<u>18,094,558</u>	<u>17,470,736</u>	<u>16,600,995</u>	<u>20,364,713</u>	<u>24,582,653</u>	<u>24,451,037</u>
14,465,968	15,383,962	15,595,379	15,044,454	16,155,764	18,947,014	20,465,575
<u>125,644</u>	<u>87,898</u>	<u>12,885</u>	<u>120</u>	<u>1,092</u>	<u>101,283</u>	<u>154,585</u>
<u>14,591,612</u>	<u>15,471,860</u>	<u>15,608,264</u>	<u>15,044,574</u>	<u>16,156,856</u>	<u>19,048,297</u>	<u>20,620,160</u>
<u>30,506,701</u>	<u>33,566,418</u>	<u>33,079,000</u>	<u>31,645,569</u>	<u>36,521,569</u>	<u>43,630,950</u>	<u>45,071,197</u>
772,038	866,346	938,452	1,138,393	1,141,981	1,302,773	1,396,361
1,492,961	1,997,624	1,055,961	1,589,620	2,462,350	2,347,921	2,795,049
1,109,491	1,133,848	1,147,017	1,157,652	1,180,423	1,574,780	1,792,507
267,262	285,825	102,789	137,533	187,916	166,587	223,013
7,281	368,408	69,606	57,459	41,191	49,001	--
31,083	35,217	38,517	32,822	62,761	82,086	--
5,731	2,015	461	--	16,391	--	--
107,930	111,168	114,504	117,939	121,476	125,120	129,528
22,159	25,188	17,166	16,528	7,676	12,845	--
9,936	6,993	16,578	59,729	27,644	30,748	--
34,779	30,446	35,840	26,362	47,057	--	--
--	97,305	84,103	--	--	--	--
--	--	--	68,307	937,451	1,025,695	8,879,830
<u>--</u>	<u>247,522</u>	<u>882,802</u>	<u>307,714</u>	<u>452,362</u>	<u>251,333</u>	<u>--</u>
<u>3,860,651</u>	<u>5,207,905</u>	<u>4,503,796</u>	<u>4,710,058</u>	<u>6,686,679</u>	<u>6,968,889</u>	<u>15,216,288</u>
19,920,293	20,955,084	21,095,572	21,563,348	22,325,845	23,941,298	25,144,302
382,799	382,253	519,265	525,456	529,335	524,325	532,705
--	--	--	--	47,500	--	--
--	--	6,902	70,941	--	--	--
<u>544,508</u>	<u>732,102</u>	<u>134,188</u>	<u>663,691</u>	<u>349,074</u>	<u>1,695,706</u>	<u>338,927</u>
<u>20,847,600</u>	<u>22,069,439</u>	<u>21,755,927</u>	<u>22,823,436</u>	<u>23,251,754</u>	<u>26,161,329</u>	<u>26,015,934</u>
<u>24,708,251</u>	<u>27,277,344</u>	<u>26,259,723</u>	<u>27,533,494</u>	<u>29,938,433</u>	<u>33,130,218</u>	<u>41,232,222</u>
(12,054,438)	(12,886,653)	(12,966,940)	(11,890,937)	(13,678,034)	(17,613,764)	(9,234,749)
<u>6,255,988</u>	<u>6,597,579</u>	<u>6,147,663</u>	<u>7,778,862</u>	<u>7,094,898</u>	<u>7,113,032</u>	<u>5,395,774</u>
<u>\$ (5,798,450)</u>	<u>\$ (6,289,074)</u>	<u>\$ (6,819,277)</u>	<u>\$ (4,112,075)</u>	<u>\$ (6,583,136)</u>	<u>\$ (10,500,732)</u>	<u>\$ (3,838,975)</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN NET POSITION (CONTINUED)
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2015	2016	2017	2018
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	\$ 2,998,529	\$ 3,548,352	\$ 3,875,182	\$ 4,326,702
Utility service taxes	2,434,013	2,756,176	2,701,235	2,746,260
Franchise fees	1,280,301	1,426,438	1,469,041	1,523,434
Sales and use taxes	1,996,947	2,095,247	3,225,861	3,984,756
Business taxes	309,652	343,981	362,931	395,733
Intergovernmental, unrestricted	783,950	853,427	890,179	918,574
Investment revenues	5,648	3,933	21,112	107,903
Impact fees	--	--	--	--
Sale of capital assets	--	--	--	--
Miscellaneous	133,277	67,163	76,907	135,819
Transfers	1,935,796	2,234,034	2,378,531	2,423,338
Total Governmental Activities	11,878,113	13,328,751	15,000,979	16,562,519
Business-type activities:				
Investment revenues	129,029	120,205	143,781	214,215
Miscellaneous	259,680	584,289	43,441	71,805
Transfers	(1,935,796)	(2,234,034)	(2,378,531)	(2,423,338)
Total Business-type Activities	(1,547,087)	(1,529,540)	(2,191,309)	(2,137,318)
Total Primary Government	10,331,026	11,799,211	12,809,670	14,425,201
Changes in Net Position				
Governmental activities	2,282,566	1,579,616	2,394,529	4,508,081
Business-type activities	4,381,493	4,980,094	4,133,715	4,118,670
Total Primary Government	\$ 6,664,059	\$ 6,559,710	\$ 6,528,244	\$ 8,626,751

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 4,593,448	\$ 4,905,214	\$ 5,282,944	\$ 5,440,257	\$ 6,105,979	\$ 6,854,475
2,782,726	2,790,188	2,900,695	3,044,674	3,368,710	3,445,247
1,547,089	1,505,749	1,564,478	1,831,837	2,083,730	2,021,196
4,055,851	3,792,719	4,375,231	5,214,492	5,887,032	5,826,777
386,375	394,669	408,662	419,767	402,306	395,383
952,709	851,029	1,015,662	1,327,514	1,567,812	1,517,398
233,021	110,534	14,685	172,511	1,721,284	4,494,133
--	--	24,559	109,732	260,622	14,943
--	--	--	27,780	--	--
107,496	144,641	97,508	162,624	122,811	106,882
<u>2,415,138</u>	<u>2,490,099</u>	<u>2,649,152</u>	<u>2,000,415</u>	<u>2,096,896</u>	<u>--</u>
<u>17,073,853</u>	<u>16,984,842</u>	<u>18,333,576</u>	<u>19,751,603</u>	<u>23,617,182</u>	<u>24,676,434</u>
326,288	186,550	68,545	160,538	1,304,378	1,988,298
62,790	52,003	78,243	58,371	40,559	41,797
<u>(2,415,138)</u>	<u>(2,490,099)</u>	<u>(2,649,152)</u>	<u>(2,000,415)</u>	<u>(2,096,896)</u>	<u>(266,464)</u>
<u>(2,026,060)</u>	<u>(2,251,546)</u>	<u>(2,502,364)</u>	<u>(1,781,506)</u>	<u>(751,959)</u>	<u>1,763,631</u>
<u>15,047,793</u>	<u>14,733,296</u>	<u>15,831,212</u>	<u>17,970,097</u>	<u>22,865,223</u>	<u>26,440,065</u>
4,187,200	4,017,902	6,442,639	6,073,569	6,003,418	15,441,685
<u>4,571,519</u>	<u>3,896,117</u>	<u>5,276,498</u>	<u>5,313,392</u>	<u>6,361,073</u>	<u>7,159,405</u>
<u>\$ 8,758,719</u>	<u>\$ 7,914,019</u>	<u>\$ 11,719,137</u>	<u>\$ 11,386,961</u>	<u>\$ 12,364,491</u>	<u>\$ 22,601,090</u>

VILLAGE OF PALM SPRINGS, FLORIDA
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Tax	Utility Service Taxes	Franchise Fees	Sales and Use Taxes ⁽¹⁾	Local Business Taxes ⁽²⁾	Total
2015	\$ 2,998,529	\$ 2,434,013	\$ 1,280,301	\$ 1,996,947	\$ 309,652	\$ 9,019,442
2016	3,548,352	2,756,176	1,426,438	2,095,247	343,981	10,170,194
2017	3,875,182	2,701,235	1,469,041	3,225,861	362,931	11,634,250
2018	4,326,702	2,746,260	1,523,434	3,984,756	395,733	12,976,885
2019	4,593,448	2,782,726	1,547,089	4,055,851	386,375	13,365,489
2020	4,905,214	2,790,188	1,505,749	3,792,719	394,669	13,388,539
2021	5,282,944	2,900,695	1,564,478	4,375,231	408,662	14,532,010
2022	5,440,257	3,044,674	1,831,837	5,214,492	419,767	15,951,027
2023	6,105,979	3,368,710	2,083,730	5,887,032	402,306	17,847,757
2024	6,428,042	3,445,247	1,911,214	5,799,893	395,383	17,979,779

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

⁽²⁾ Includes occupational licenses and business permits now considered local business tax.

VILLAGE OF PALM SPRINGS, FLORIDA
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2015	2016	2017	2018	2019
General Fund					
Nonspendable:					
Inventory	\$ 20,999	\$ 39,648	\$ 69,969	\$ 84,622	\$ 85,456
Prepaid	--	--	--	--	--
Leases	--	--	--	--	--
Restricted					
Sales tax capital projects	--	--	1,141,086	2,419,381	3,488,534
Assigned to:					
Disaster recovery	1,500,000	1,500,000	1,500,000	3,000,000	3,000,000
Capital projects	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Library	38,851	38,240	37,488	36,651	36,651
Subsequent year's budget	--	1,227,384	1,625,101	1,471,258	2,338,399
Unassigned	<u>4,308,087</u>	<u>4,208,075</u>	<u>4,523,176</u>	<u>5,741,431</u>	<u>6,307,593</u>
Total General Fund	<u>\$ 7,367,937</u>	<u>\$ 8,513,347</u>	<u>\$ 10,396,820</u>	<u>\$ 14,253,343</u>	<u>\$ 16,756,633</u>
All Other Governmental Funds					
Restricted for:					
Law enforcement	\$ 61,393	\$ 73,907	\$ 51,890	\$ 44,309	\$ 54,669
Debt service	159,258	191,716	220,040	231,042	247,249
American Rescue Plan	--	--	--	--	--
Palm Springs CRA	--	--	--	--	--
Unassigned	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>
Total All Other Governmental Funds	<u>\$ 220,651</u>	<u>\$ 265,623</u>	<u>\$ 271,930</u>	<u>\$ 275,351</u>	<u>\$ 301,918</u>

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 70,539	\$ 91,665	\$ 89,863	\$ 96,319	\$ 81,749
--	--	--	--	9,039
--	--	--	--	4,064
4,712,367	5,819,242	7,809,275	9,843,285	11,786,547
300,000	3,000,000	3,000,000	3,000,000	3,000,000
1,500,000	1,500,000	1,500,000	7,000,000	7,000,000
--	--	--	--	--
1,183,000	1,443,578	693,503	1,889,611	1,612,210
<u>8,095,194</u>	<u>9,523,008</u>	<u>13,990,330</u>	<u>11,997,706</u>	<u>17,439,868</u>
<u>\$ 15,861,100</u>	<u>\$ 21,377,493</u>	<u>\$ 27,082,971</u>	<u>\$ 33,826,921</u>	<u>\$ 40,933,477</u>
\$ 54,669	\$ 44,670	\$ 81,631	\$ 87,703	\$ 83,847
249,462	250,842	252,673	265,655	283,212
--	--	51,281	584,672	1,070,640
--	73,728	145,399	508,053	1,166,601
<u>--</u>	<u>--</u>	<u>(78,766)</u>	<u>--</u>	<u>--</u>
<u>\$ 304,131</u>	<u>\$ 369,240</u>	<u>\$ 452,218</u>	<u>\$ 1,446,083</u>	<u>\$ 2,604,300</u>

VILLAGE OF PALM SPRINGS, FLORIDA
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	2015	2016	2017	2018	2019
Revenues					
Taxes	\$ 7,022,495	\$ 7,869,639	\$ 8,499,637	\$ 9,083,377	\$ 9,332,450
Permits	806,590	665,536	690,965	909,219	1,265,557
Intergovernmental	3,204,028	3,261,846	4,597,449	5,176,714	5,983,674
Confiscated property	16,493	16,785	1,280	2,703	10,357
Charges for services	1,878,058	1,914,794	2,021,952	1,940,784	2,400,465
Fines and forfeitures	485,486	389,492	370,904	431,063	220,837
Contributions and donations	17,917	8,249	14,729	23,378	36,729
Investment income	5,648	3,933	21,112	107,903	233,021
Facility rental	280,365	288,091	291,873	266,395	274,923
Miscellaneous	137,825	90,042	73,782	149,544	131,419
Total Revenues	<u>13,854,905</u>	<u>14,508,407</u>	<u>16,583,683</u>	<u>18,091,080</u>	<u>19,889,432</u>
Expenditures					
General government	1,828,984	1,832,467	1,974,447	1,875,696	2,370,836
Public safety	7,774,189	8,344,900	8,679,630	8,935,301	9,725,185
Physical environment	936,986	966,071	1,119,815	1,067,111	1,075,033
Transportation	1,201,392	1,549,616	2,009,735	1,607,774	1,903,355
Economic environment	--	--	--	--	--
Culture/recreation	1,876,357	1,841,391	1,674,011	1,568,223	1,683,120
Capital outlay	644,337	608,924	1,285,469	1,180,940	2,630,253
Debt service					
Principal	271,279	277,800	284,480	291,319	298,323
Interest and other fiscal charges	137,411	130,890	124,211	131,962	134,138
Total Expenditures	<u>14,670,935</u>	<u>15,552,059</u>	<u>17,151,798</u>	<u>16,658,326</u>	<u>19,820,243</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(816,030)</u>	<u>(1,043,652)</u>	<u>(568,115)</u>	<u>1,432,754</u>	<u>69,189</u>
Other Financing Sources (Uses)					
Proceeds from the sale of capital assets	--	--	79,364	3,852	45,530
Lease (right-of-use asset) acquired	--	--	--	--	--
Initiation of Financed Purchases	--	--	--	--	--
Subscription arrangements issued	--	--	--	--	--
Transfers in	1,935,796	2,234,034	2,378,531	2,423,338	2,415,138
Transfers out	--	--	--	--	--
Total Other Financing Sources (Uses)	<u>1,935,796</u>	<u>2,234,034</u>	<u>2,457,895</u>	<u>2,427,190</u>	<u>2,460,668</u>
Net Change in Fund Balances	<u>\$ 1,119,766</u>	<u>\$ 1,190,382</u>	<u>\$ 1,889,780</u>	<u>\$ 3,859,944</u>	<u>\$ 2,529,857</u>
Debt Service as a Percentage of Non-Capital Expenditures	2.91%	2.73%	2.58%	2.73%	2.52%

(1) The following calculation excludes capital outlay that was not capitalized.

2020	2021	2022	2023	2024
\$ 9,595,820	\$ 10,225,087	\$ 10,824,519	\$ 12,174,110	\$ 14,000,638
617,014	808,381	1,712,304	1,772,609	1,672,777
5,918,164	5,987,404	8,182,678	8,843,227	4,829,744
--	--	31,882	741	58,409
2,142,807	2,596,331	2,689,482	3,106,868	3,454,300
170,208	327,518	279,918	408,091	254,200
20,602	28,164	45,970	54,851	7,366,300
110,534	14,685	172,763	1,721,284	1,924,797
260,495	265,865	322,407	333,080	295,907
105,112	141,047	148,164	74,314	154,601
<u>18,940,756</u>	<u>20,394,482</u>	<u>24,410,087</u>	<u>28,489,175</u>	<u>34,011,673</u>
2,592,658	3,074,577	3,429,229	3,571,219	3,953,590
8,992,315	9,052,444	9,482,747	10,167,936	11,835,139
1,173,626	1,317,299	1,456,330	1,586,290	1,720,917
2,055,397	2,170,808	2,252,731	2,546,234	2,889,146
--	63,160	343,657	204,210	251,841
1,493,489	1,476,280	1,758,484	2,004,560	2,521,425
3,484,721	2,058,602	1,758,633	2,396,280	5,659,765
305,496	312,841	386,738	429,550	460,967
<u>125,420</u>	<u>116,494</u>	<u>114,105</u>	<u>103,880</u>	<u>94,373</u>
<u>20,223,122</u>	<u>19,642,505</u>	<u>20,982,654</u>	<u>23,010,159</u>	<u>29,387,163</u>
<u>(1,282,366)</u>	<u>751,977</u>	<u>3,427,433</u>	<u>5,479,016</u>	<u>4,624,510</u>
58,947	20,373	30,306	5,187	21,560
--	--	35,590	38,755	49,156
--	--	294,712	--	--
--	--	--	117,961	--
2,490,099	2,717,733	2,935,026	3,122,591	8,613,988
<u>--</u>	<u>(68,581)</u>	<u>(934,611)</u>	<u>(1,025,695)</u>	<u>(8,880,452)</u>
<u>2,549,046</u>	<u>2,669,525</u>	<u>2,361,023</u>	<u>2,258,799</u>	<u>(195,748)</u>
<u>\$ 1,266,680</u>	<u>\$ 3,421,502</u>	<u>\$ 5,788,456</u>	<u>\$ 7,737,815</u>	<u>\$ 4,428,762</u>
2.57%	2.44%	2.61%	2.66%	1.89% (1)

VILLAGE OF PALM SPRINGS, FLORIDA
GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE
LAST TEN FISCAL YEARS
MODIFIED ACCRUAL BASIS OF ACCOUNTING

Fiscal Year	Property Taxes	Utility Service Taxes	Franchise Fees	Sales Taxes ⁽¹⁾	Business Taxes	Total
2015	\$ 2,998,529	\$ 2,434,013	\$ 1,280,301	\$ 1,588,037	\$ 309,652	\$ 8,610,532
2016	3,548,352	2,590,541	1,386,765	1,666,296	343,981	9,535,935
2017	3,875,182	2,718,868	1,542,656	2,775,694	362,931	11,275,331
2018	4,326,702	2,763,893	1,597,049	3,539,375	395,733	12,622,752
2019	4,593,448	2,787,134	1,565,493	3,593,496	386,375	12,925,946
2020	4,905,214	2,790,188	1,505,749	3,380,088	394,669	12,975,908
2021	5,282,944	2,900,695	1,564,478	3,947,486	408,662	14,104,265
2022	5,440,257	3,044,674	1,831,837	4,765,126	419,767	15,501,661
2023	6,105,979	3,368,709	2,083,730	5,408,686	402,306	17,369,410
2024	6,428,042	3,445,247	1,911,214	5,799,893	395,383	17,979,779

⁽¹⁾ In 2017 the Village began receiving the proceeds of a local option sales tax approved by voters for a 10 year period to finance local infrastructure capital projects.

VILLAGE OF PALM SPRINGS, FLORIDA
ASSESSED VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Assessed Values		Total Taxable Assessed Value ⁽¹⁾	Total Direct Village Rate	Estimated Actual Taxable Value ⁽¹⁾
	Real Property	Personal Property			
2015	\$ 630,185,838	\$ 49,808,780	\$ 679,994,618	4.5620	\$ 715,783,808
2016	766,908,222	54,396,561	821,304,783	4.4484	864,531,351
2017	861,187,815	52,677,032	913,864,847	4.3930	961,962,997
2018	1,054,443,560	55,112,685	1,109,556,245	4.0562	1,167,954,409
2019	1,160,721,571	60,657,553	1,221,379,124	3.8777	1,285,662,236
2020	1,255,996,692	68,819,182	1,324,815,874	3.8381	1,394,543,025
2021	1,365,342,503	72,853,251	1,438,195,754	3.8104	1,513,890,267
2022	1,410,052,742	75,122,778	1,485,175,520	3.7994	1,563,342,653
2023	1,594,937,543	83,441,381	1,678,378,924	3.7639	1,766,714,656
2024	1,808,641,226	94,018,755	1,902,659,981	3.7319	1,878,564,898

⁽¹⁾ The basis of assessed taxable value is approximately one hundred percent (100%) of actual taxable value, which is reduced for allowable exemptions. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

Source: Palm Beach County Property Appraiser's Office.

VILLAGE OF PALM SPRINGS, FLORIDA
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	General Fund	Debt Service	Total Village Millage	School District	Palm Beach County	Palm Beach County Fire Rescue	Special Taxing Districts	Total All
2015	3.9000	0.6620	4.5620	7.5940	4.9732	3.4581	2.1731	22.7604
2016	3.9000	0.5484	4.4484	7.5120	4.9277	3.4581	2.0974	22.4436
2017	3.9000	0.4930	4.3930	7.0700	4.9142	3.4581	1.9453	21.7806
2018	3.6500	0.4062	4.0562	6.7689	4.9024	3.4581	1.7817	20.9673
2019	3.5000	0.3777	3.8777	6.5720	4.8980	3.4581	1.6920	20.4978
2020	3.5000	0.3381	3.8381	7.1640	4.8500	3.4581	1.6800	20.9902
2021	3.5000	0.3104	3.8104	7.0100	4.8124	3.4581	1.6753	20.7662
2022	3.5000	0.2994	3.7994	6.8750	4.8149	3.4581	1.6386	20.5860
2023	3.5000	0.2639	3.7639	6.5190	4.7439	3.4581	1.5390	20.0239
2024	3.5000	0.2319	3.7319	6.4570	4.5188	3.4581	1.4258	19.5916

Tax rate limits	- Ten mills per Florida Statute 200.81 (one mill equals \$1 per \$1,000 of assessed valuation).
Scope of tax rate limit	- No municipality shall levy ad valorem taxes for real and tangible personal property in excess of ten mills of the assessed value, except for special benefits and debt service on obligations issued with the approval of those taxpayers subject to ad valorem taxes.
Taxes assessed	- January 1
Taxes due	- March 31
Taxes delinquent	- April 1
Discount allowed	- 4% November; 3% December; 2% January; 1% February
Penalties for delinquent	- 2.5% after April 1, increase .5% each ten days; maximum 5%
Tax collector	- Palm Beach County
Tax collector's commission	- None

VILLAGE OF PALM SPRINGS, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO

	2024			
	Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
Morguard Emerald Apartments LLC	\$ 48,171,095	\$ 1,028,316	1	1.58 %
Oxygen Holdings LLC	33,915,717	665,885	3	1.11
Coronado Springs LLC	32,016,510	723,693	2	1.05
Florida Power & Light Co	29,787,037	578,750	4	0.98
Phillips Lake Worth	23,264,392	545,474	5	0.76
Regency Centers LP	22,468,884	525,697	6	0.74
Jerjo, Inc	21,601,719	464,993	7	0.71
Woodhaven LLC	17,990,550	428,331	8	0.59
Four FLA Shopping Center Prop Ltd	16,716,147	424,989	9	0.55
4280 Lakewood Rd LLC	19,859,710	412,294	10	0.65
555 Kirk LLC	--	--	-	-
Equity One, Inc	--	--	-	-
Walmart Stores East LP	--	--	-	-
Portofino Associates, Ltd	--	--	-	-
Advenir at Pines LLC	--	--	-	-
Totals	<u>\$ 265,791,761</u>	<u>\$ 5,798,422</u>		<u>8.73%</u>

Note: Information obtained from the Palm Beach County Tax Collector.

2015			
Taxable Assessed Valuation	Taxes	Rank	Percentage of Total Taxes Levied
\$ --	\$ --	-	- %
18,450,137	82,074	1	2.26
--	--	-	-
18,314,442	81,470	2	2.25
12,500,000	55,605	5	1.53
--	--	-	-
--	--	-	-
7,313,889	32,535	10	0.90
7,800,000	34,698	9	0.96
--	--	-	-
15,783,162	70,210	3	1.94
14,413,980	64,119	4	1.77
10,105,282	44,952	6	1.24
9,750,000	43,372	7	1.20
8,603,915	38,274	8	1.06
<u>\$ 123,034,807</u>	<u>\$ 547,309</u>		<u>15.11%</u>

VILLAGE OF PALM SPRINGS, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Net Tax Levy ⁽¹⁾	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2015	\$ 3,105,266	\$ 3,535,536	113.86	\$ 12,816	\$ 3,548,352	114.27 %
2016	3,626,644	3,850,045	106.16	25,137	3,875,182	106.85
2017	3,998,600	4,321,159	108.07	5,543	4,326,702	108.21
2018	4,501,583	4,324,653	96.07	2,049	4,593,448	102.04
2019	4,737,097	4,567,270	96.41	26,178	4,593,448	96.97
2020	5,085,728	4,897,102	96.29	8,112	4,905,214	96.45
2021	5,480,928	5,265,848	96.08	17,096	5,282,944	96.39
2022	5,625,830	5,435,299	96.61	4,958	5,440,257	96.70
2023	6,318,133	6,092,566	96.43	13,413	6,105,979	96.64
2024	7,256,818	6,422,286	88.50	5,756	6,428,042	88.58

Note: All property taxes are assessed and collected by Palm Beach County without charge to the Village.
Collections are distributed in full as collected.

⁽¹⁾ Tax levy, net of allowance for discounts.

VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER REVENUE BASE
LAST TEN FISCAL YEARS

Fiscal Year Ended 30,	Water		Number of Active Water Customer Accounts	Wastewater		Number of Active Wastewater Customer Accounts
	Gallons Consumed ⁽¹⁾	Base Rate ⁽²⁾		Gallons Treated ⁽¹⁾	Base Rate ⁽³⁾	
2015	1,423,793	\$ 20.93	12,536	1,001,707	\$ 34.03	11,247
2016	1,436,737	21.88	12,588	1,051,102	35.58	11,590
2017	1,560,048	22.85	12,604	1,058,776	37.19	11,653
2018	1,407,411	23.89	12,658	1,112,553	38.86	11,606
2019	1,397,500	24.47	13,569	1,097,192	39.85	12,501
2020	1,496,422	24.47	13,696	1,120,147	39.85	12,597
2021	1,402,821	24.71	13,829	1,117,364	40.24	12,741
2022	1,360,495	25.69	13,852	1,199,952	41.85	12,765
2023	1,400,505	27.79	13,167	1,240,751	45.24	12,225
2024	1,434,089	27.79	13,175	1,300,977	45.24	12,276

⁽¹⁾ Gallons are in thousands.

⁽²⁾ The base water rate is for a residential customer located inside the Village incorporated area consuming 4,000 gallons a month.

⁽³⁾ The base wastewater rate is for a residential customer located inside the Village incorporated area using 4,000 gallons a month.

Source: Village of Palm Springs Utility Department.

VILLAGE OF PALM SPRINGS, FLORIDA
RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Governmental Activities				Business-type Activities			Total ⁽¹⁾ Primary Government	Percentage of Personal Income ⁽²⁾	Per Capita
	General Obligation Note Payable	Leases (Right-of-use assets)	Financing Leases	Subscription Arrangements	Water & Sewer Notes Payable	Leases (Right-of-use assets)	Subscription Arrangements			
2015	\$ 5,545,609	\$ --	\$ --	\$ --	\$ 13,217,997	\$ --	\$ --	\$ 18,763,606	2.69 %	\$ 848
2016	5,267,809	--	--	--	12,622,479	--	--	17,890,288	2.46	803
2017	4,983,329	--	--	--	12,012,643	--	--	16,995,972	2.04	757
2018	4,692,010	--	--	--	11,408,224	--	--	16,100,234	1.94	694
2019	4,393,687	--	--	--	10,775,261	--	--	15,168,948	1.65	652
2020	4,088,191	--	--	--	10,141,450	--	--	14,229,641	1.48	607
2021	3,775,350	--	--	--	9,489,094	--	--	13,264,444	1.41	563
2022	3,454,987	25,564	238,363	--	8,817,652	7,016	--	12,543,582	1.20	526
2023	3,126,922	43,883	180,746	94,529	8,126,564	11,423	15,900	11,599,967	0.96	427
2024	2,790,970	62,811	121,833	58,655	7,415,256	16,016	--	10,465,541	0.95	222

Note: Details about the Village's outstanding debt can be found in the notes to the financial statements. The debt for the business-type activities represents debt for our water treatment plants and wastewater collection and transmission system. These facilities serve our residents, as well as non-residents on our water and sewer utility system.

⁽¹⁾ The Village does not have a legal debt margin.

⁽²⁾ Based on personal income information for Palm Beach County, Florida. Personal income information is not available for the Village.

VILLAGE OF PALM SPRINGS, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

Fiscal Year	General Obligation Bonded Debt	Less: Amounts Available in Debt Service Fund	Total	Assessed Value of Taxable Property	Percentage of Assessed Value of Taxable Property	Population	Per Capita
2015	\$ --	\$ --	\$ --	\$ 679,994,618	0.00 %	22,130	\$ --
2016	--	--	--	821,304,783	0.00	22,282	--
2017	--	--	--	913,864,847	0.00	22,458	--
2018	--	--	--	1,109,556,245	0.00	23,193	--
2019	--	--	--	1,221,379,124	0.00	23,250	--
2020	--	--	--	1,324,815,874	0.00	23,448	--
2021	--	--	--	1,438,195,754	0.00	23,560	--
2022	--	--	--	1,485,175,520	0.00	23,867	--
2023	--	--	--	1,678,378,924	0.00	26,904	--
2024	--	--	--	1,902,659,981	0.00	26,924	--

Note: The basis of assessed value is approximately one hundred percent (100%) of actual value. For each fiscal year ending September 30, property is valued as of January 1st of the preceding calendar year.

VILLAGE OF PALM SPRINGS, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2024

	Total Outstanding	Percentage Applicable to Village of Palm Springs ⁽¹⁾	Amount Applicable to Village of Palm Springs
Direct:			
Village of Palm Springs	\$ 3,034,269	100.00%	\$ 3,034,269
Overlapping:			
Palm Beach County	15,943,706	0.54%	86,096
Palm Beach County School District	--	0.54%	--
Total overlapping debt	15,943,706		86,096
Total Direct and Overlapping Debt			
Payable from Ad Valorem Taxes			<u>\$ 3,120,365</u>
Estimated population			26,924
Total Direct and Overlapping Debt Per Capita			\$ 115.90

⁽¹⁾ Estimates based on 2024 ratio of assessed taxable values.

Note: The Village of Palm Springs has no legal debt margin.

Source: Finance Department, Village of Palm Springs, Florida
Palm Beach County Property Appraiser
School Board of Palm Beach County

VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER UTILITY PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS

Fiscal Year Ended September 30,	Gross Revenue*	Operating Expenses**	Revenue Available for Debt Coverage	Current Debt Service	Current Coverage
2015	\$ 18,233,657	\$ 8,996,708	\$ 9,236,949	\$ 907,891	10.17
2016	20,194,481	9,828,868	10,365,613	907,891	11.42
2017	20,126,145	10,628,234	9,497,911	907,891	10.46
2018	20,750,821	11,253,134	9,497,687	907,891	10.46
2019	22,076,264	12,244,926	9,831,338	959,410	10.25
2020	21,443,640	12,295,481	9,148,159	942,237	9.71
2021	22,353,835	11,727,646	10,626,189	942,237	11.28
2022	23,021,705	12,878,916	10,142,789	942,237	10.76
2023	26,951,484	14,909,743	12,041,741	942,237	12.78
2024	27,639,806	22,566,489	5,073,317	942,237	5.38

* Includes investment revenues, miscellaneous revenue and capital contributions.

** Excludes depreciation and amortization expense.

VILLAGE OF PALM SPRINGS, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Fiscal Year	Population ⁽¹⁾	Per Capita Personal Income ⁽²⁾	Estimated Total Personal Income ⁽³⁾	Median Age ⁽²⁾	Education Level in Years of Formal Schooling	School Enrollment ⁽²⁾	Unemployment Rate ⁽²⁾
2015	22,282	\$ 32,690	\$ 728,398,580	44	N/A	188,808	4.9
2016	22,458	37,047	832,001,526	37.1	N/A	193,000	4.4
2017	23,193	35,732	828,732,276	44.5	N/A	174,000	3.0
2018	23,250	39,508	918,561,000	44.7	N/A	176,000	2.9
2019	23,448	40,888	958,741,824	44.8	N/A	169,250	7.0
2020	23,560	39,933	940,821,480	44.9	N/A	167,378	5.0
2021	23,867	43,733	1,043,775,511	45.0	N/A	167,560	6.5
2022	23,867	43,733	1,043,775,511	45.0	N/A	167,560	6.5
2023	26,904	44,257	1,190,690,328	45.4	N/A	209,325	2.9
2024	26,924	50,998	1,072,908,000	45.2	N/A	209,706	3.3

Data Sources:

⁽¹⁾ The population for 2013 through 2022 was obtained from the University of Florida, Bureau of Economic Business Administration.

⁽²⁾ Information provided by the Business Development Board of Palm Beach County. Information is for Palm Beach County, Florida. Information is not available for the Village.

⁽³⁾ Total personal income information estimated based on per capita personal income for Palm Beach County, Florida.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT YEAR AND NINE YEARS AGO

Employer	2024 ⁽¹⁾			2015 ⁽¹⁾		
	Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Palm Beach County School District	22,218	1	N/A	21,656	1	N/A
Florida Atlantic University	6,335	2	N/A	2,529	6	N/A
Palm Beach County	5,873	3	N/A	5,507	2	N/A
Tenet Healthcare Corp.	5,734	4	N/A	4,595	3	N/A
NextEra Energy (formerly FPL)	5,598	5	N/A	4,005	4	N/A
Baptist Health South Florida	2,948	6	N/A	--	--	N/A
Hospital Corp of America - HCA	2,612	7	N/A	3,476	5	N/A
Jupiter Medical Center	2,540	8	N/A	2,195	8	N/A
The Breakers	2,300	9	N/A	2,000	10	N/A
Office Depot	2,000	10	N/A	--	--	N/A
Boca Raton Regional Hospital			N/A	2,500	7	N/A
Bethesda Health Inc			N/A	2,150	9	N/A
Totals	<u>58,158</u>			<u>50,613</u>		

⁽¹⁾ Source: Business Development Board of Palm Beach County. Data is for Palm Beach County, Florida.
Employment information for the Village is not available.

N/A - Not Available.

VILLAGE OF PALM SPRINGS, FLORIDA
FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
General government	15	15.5	15.5	11.5	17.5	18	21.5	19	23	24
Public safety (a)										
Building official	1	1	1	-	-	-	-	-	-	1
Planning, zoning & building	5	6	6	6.5	7	6	6	6	8	7
Police officers	41	42	42	43	38	43	43	39	42	46
Civilian police	19.5	19	21	19	25	23.5	21	23	23	27
Transportation	13	12	18	16	19	18	20	21	22	25
Culture/recreation										
Library	10	10.5	10	10.5	9	9	7	9	8.5	8.5
Parks & recreation	13.5	6	7	7.5	6.5	6	6	6	6	10
Economic Development	-	-	-	-	-	-	-	-	1	1
Water & Sewer Utility	64	65	59.5	59.5	59.5	60	61	55	55	62.5
Stormwater Utility	-	-	-	-	-	-	-	-	1	1
Total	182.0	177.0	180.0	173.5	181.5	183.5	185.5	178.0	189.5	213.00

Sources: Village departments

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

VILLAGE OF PALM SPRINGS, FLORIDA
OPERATING INDICATORS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year	2015	2016	2017	2018
Function				
Public Safety				
Police				
Physical arrests	1,084	1,005	815	759
Parking violations	23	19	38	16
Traffic violations	7,143	10,501	5,928	4,153
Fire (a)				
Sanitation (b)				
Roads and Streets				
Street resurfacing (miles)	3.3	3.93	3.1	2.1
Pot holes repaired	848	973	52	48
Culture/Recreation				
Library				
Circulation	59,976	49,159	37,613	31,175
Active cardholders	3,549	3,475	3,245	3,262
Reference questions	41,405	40,945	32,736	39,272
Programs offered	435	335	360	350
Program attendance	3,944	876	9,170	9,329
Total library visitors	86,648	80,498	78,896	70,553
Parks and Recreation				
Baseball participants	122	80	83	68
Soccer participants	209	165	161	147
Flag football participants	236	234	187	156
Cheerleading participants	--	--	--	--
Basketball participants	236	255	220	170
Youth athletic participants	803	734	651	541
Adult flag football	--	--	--	--
Camp program participants	550	486	394	696
Travel Club members	229	196	115	146
Special event participants	6,200	7,380	2,610	6,085
Facility rentals	1,200	1,150	237	133
Water/Sewer Utility				
Water accounts	12,536	12,588	12,604	12,658
Water customers	20,140	20,152	20,178	19,985
Water main breaks	17	4	10	3
Sewer accounts	11,247	11,590	11,653	11,606
Sewer customers	18,567	18,921	19,028	18,770
Avg daily water consumption (thousands of gallons)	3,919	3,926	3,960	3,627

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

2019	2020	2021	2022	2023	2024
543	434	457	517	608	493
15	23	95	146	73	106
4,612	5,000	6,392	6,167	9,336	10,848
1.3	1.2	1.32	1.04	1.04	1.1
35	27	17	20	29	30
26,519	13,642	15,913	21,796	27,236	32,386
4,001	6,380	18,682	14,119	6,535	6,440
36,024	17,942	5,386	5,806	9,093	8,668
242	268	197	354	425	409
5,174	6,495	4,227	5,318	10,298	12,090
61,505	31,102	26,035	39,673	35,783	40,513
52	--	--	--	--	--
101	210	154	--	156	200
156	141	70	15	42	60
--	--	--	--	--	--
162	--	93	72	57	64
471	351	317	87	255	224
--	--	--	--	--	400
892	272	374	597	229	256
119	59	38	55	54	184
6,480	3,750	3,000	5,000	6,500	51
157	79	130	710	713	16,500
12,982	13,037	13,089	13,851	13,167	13,175
20,251	20,300	20,413	20,334	20,561	20,829
--	3	6	5	4	5
12,043	12,100	12,152	12,765	12,225	12,276
19,274	19,239	19,332	19,279	19,540	19,772
3,561	3,397	3,843	3,727	3,837	3,929

VILLAGE OF PALM SPRINGS, FLORIDA
CAPITAL ASSET STATISTICS BY FUNCTION
LAST TEN FISCAL YEARS

Fiscal Year	2015	2016	2017	2018
Function				
Public Safety				
Police				
Stations	1	1	1	1
Patrol units	60	61	61	63
Fire (a)				
Sanitation (b)				
Garbage trucks	1	1	1	1
Trash trucks	1	1	1	1
Roads and Streets				
Street lights	81	81	81	81
Lane miles	76.29	78.08	77.76	77.76
Culture/Recreation				
Library				
Books	47,619	51,928	44,420	53,738
Leisure Services				
Ballfields - lighted	4	4	4	4
Basketball courts	3	3	3	3
Soccer fields	4	4	4	4
Tennis courts	4	4	4	4
Pickleball courts	-	-	-	-
Futsal courts	-	-	-	-
Volleyball Courts	-	-	-	-
Mini-golf course	1	1	1	1
Outdoor Fitness Areas	-	-	-	-
Parks	10	10	10	11
Water/Sewer Utility				
Water mains (miles)	130.11	130.11	135.3	135.3
Sanitary sewers (miles)	105.6	105.6	114.8	114.8
Storm sewers (miles)	25.66	25.66	14.6	14.6
Fire hydrants	993	993	984	984
Maximum daily water treatment capacity (thousands of gallons)	10,000	10,000	10,000	10,000

Sources: Village departments

N/A: Not available.

(a) The Village contracted with Palm Beach County for fire-rescue services effective October 1, 2009.

(b) The Village privatized sanitation operations effective April 1, 2008.

2019	2020	2021	2022	2023	2024
1 64	1 65	1 70	1 73	1 74	1 79
1 1	1 1	1 1	- 1	- 1	- -
81 77.76	82 77.76	82 77.76	82 77.76	82 77.76	82 77.76
40,878	34,816	34,411	39,854	39,661	39,110
4 3 4 4 - - - 1 - 11	4 3 4 2 1 1 - 1 - 12	4 3 4 2 4 1 - 1 - 12	4 3 4 2 2 1 - 1 - 12	2 3 4 2 2 1 2 1 3 10	2 3 4 2 2 1 2 1 3 10
135.3 105.27 14.74 984	135.57 105.82 14.8 993	137.07 107.82 14.8 985	137.07 107.82 14.8 985	139 118 22 993	139 118 22 993
10,000	10,000	10,000	10,000	10,000	10,000

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF INSURANCE IN FORCE
SEPTEMBER 30, 2024

Company	Policy Number	Type of Coverage	Property Covered	Amount of Coverage
FMIT#0459	U711-50850 General & Police	Fiduciary liability	Pension trustees	\$1,000,000
FMIT#0459	PROP DEC 1013 PROP02-1013	Property inland marine	Village property	\$22,248,869
FMIT#0459	SEGL 1013	General liability	Village property	\$1,000,000 \$2,000,000
FMIT#0459	AL 1019 APD 1016	Automobile liability Physical damage	Any Village- Owned vehicles	\$1,000,000 per schedule
FMIT#0459	ECLE1021	Crime	Employee theft, dishonesty, forgery	\$1,000,000
FMIT#0459	105185397	Fiduciary bond	Chief Financial Officer	\$1,000,000
FMIT#0459	EO 1009 LE 1007	Professional liability Professional liability	Public officials Law enforcement	\$1,000,000
Hartford Fire Insurance Company	20-GTA-101194	Statutory Accidental Death & Dismemberment	Village employees	\$75,000/ \$225,000
FMIT#0459	WC EL 1015	Workers compensation	Village employees	Florida Statutes
Allied World Assurance Company	0310-3272	Pollution liability	Village property	\$1,000,000/ \$20,000,000

REPORTING SECTION

**Independent Auditors' Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Palm Springs, Florida (the "Village"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated March 27, 2025.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of This Report

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

CBIZ CPAs P.C.

West Palm Beach, Florida

March 27, 2025

**Independent Auditors' Report on Compliance for the Major Federal Program; Report
on Internal Control over Compliance; and Report on Schedule of Expenditures
of Federal Awards Required by the Uniform Guidance**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the Village of Palm Springs, Florida (the "Village") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Village's major federal program for the fiscal year ended September 30, 2024. The Village's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2024.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards*"); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Village's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of the major federal program as a whole.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with

a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal controls over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon dated March 27, 2025, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CBIZ CPAs P.C.

West Palm Beach, Florida
March 27, 2025

VILLAGE OF PALM SPRINGS*Schedule of Expenditures and Federal Awards**Fiscal Year Ended September 30, 2024*

Federal Agency, Pass-through Entity Federal Program	ALN	Contract/ Grant No.	Total Expenditures
<u>United States Department of Justice</u>			
Direct Program:			
Bulletproof Vest Partnership Program	16.607	2019-LEBG-PALM-12L4-113	\$ 8,257
Total United States Department of Justice			8,257
<u>United States Department of the Treasury</u>			
Indirect Program:			
Passed through State of Florida - Florida Division of Emergency Management - Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5254	8,467,544
Total United States Department of the Treasury			8,467,544
Total Expenditures of Federal Awards			\$ 8,475,801

Note: No amounts provided to subrecipients.

See notes to Schedule of Expenditures of Federal Awards.

VILLAGE OF PALM SPRINGS, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the “Schedule”) presents the expenditures activity of all federal awards of the Village of Palm Springs, Florida (the “Village”) for the fiscal year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Village, it is not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Village.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

The Village has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

VILLAGE OF PALM SPRINGS, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified Opinion*

Internal control over financial reporting:

Material weakness(es) identified?

☐ Yes ☒ No

Significant deficiency(ies) identified?

☐ Yes ☒ None reported

Non-compliance material to financial statements noted?

☐ Yes ☒ No

Federal Awards

Internal control over major program:

Material weakness(es) identified?

☐ Yes ☒ No

Significant deficiency(ies) identified?

☐ Yes ☒ None reported

Type of auditors' report issued on compliance for major program:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☐ Yes ☒ No

Identification of Federal Major Program:

ALN
21.027

Federal Program:
Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B federal programs:

\$750,000

Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?

☒ Yes ☐ No

VILLAGE OF PALM SPRINGS, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV – SUMMARY SCHEULE OF PRIOR AUDIT FINDINGS

There were no findings reported in the prior fiscal year.

**Management Letter in Accordance with the Rules of the
Auditor General of the State of Florida**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

Report on the Financial Statements

We have audited the financial statements of the Village of Palm Springs, Florida (the “Village”), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 27, 2025.

Auditors’ Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 27, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Official Title and Legal Authority

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

Financial Condition and Management

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

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

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

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Village's geographical boundaries during the fiscal year under audit. During the fiscal year ended September 30, 2024, the PACE program did not operate within the Village's geographical boundaries.

Special District Component Units

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

Additional Matters

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

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Honorable Mayor, Village Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CBIZ CPAs P.C.

West Palm Beach, Florida
March 27, 2025

**Independent Accountants' Report on Compliance Pursuant to
Section 218.415, Florida Statutes**

To the Honorable Mayor, Village Council and Village Manager
Village of Palm Springs, Florida

We have examined the Village of Palm Springs, Florida (the "Village") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2024. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

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

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

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

In our opinion, the Village complied, in all material respects, with Section 218.415, Florida Statutes for the fiscal year ended September 30, 2024.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes and is not suitable for any other purpose.

CBIZ CPAs P.C.

West Palm Beach, Florida
March 27, 2025

VILLAGE OF PALM SPRINGS FINANCE DEPARTMENT



IMPACT FEE AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Mara Frederiksen, who being duly sworn, deposes and says on oath that:

1. I am the Finance Director of the Village of Palm Springs which is a local governmental entity of the State of Florida.
2. The governing body of the Village of Palm Springs adopted Ordinance No 2021-03 on June 10, 2021 implementing an impact fee or authorized Village of Palm Springs to receive and expend proceeds of an impact fee implemented by the Village of Palm Springs; after holding two noticed public workshops on May 13, 2021 and June 10, 2021 to discuss the extent to which extraordinary circumstances necessitate and justify the need for an increase in impact fees; and
3. The Village of Palm Springs has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Mara Frederiksen 1/30/2025

Mara Frederiksen, Finance Director

STATE OF FLORIDA

COUNTY OF PALM BEACH COUNTY

SWORN TO AND SUBSCRIBED before me this 20 day of January, 2025.

Mayra Ramirez

NOTARY PUBLIC

Print Name Mayra Ramirez



Personally known ☒ or produced identification _____

Type of identification produced: _____

My Commission Expires: 03/29/25

1 Pursuant to Section 163.31801(8), Florida Statutes, if there is no chief financial officer, the executive officer must sign the affidavit



Village of Palm Springs

Staff Report

AGENDA DATE: April 10, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #14: Ordinance No. 2025-03 - Updates to the Land Development Regulations

SUMMARY: The Village of Palm Springs adopted a Vision Plan in August 2023 and an Evaluation and Appraisal Report (EAR)-based amendments to its Comprehensive Plan in 2024 (changes to comply with Florida law and changes to implement the new Vision). The Village is required to update the Land Development Code (LDC) within one year of the adopted Comprehensive Plan. To that end, the Village developed a Technical Advisory Committee to guide the LDC updates, encourage public participation in the process and to vet the draft document prior to Village Council review.

A Joint Workshop was held on February 13, 2025, with the Village Council, Planning and Zoning Board & CRA to provide an overview of the recommended changes to the Code and to seek input from the Joint Committee and the public. As a result of the Joint Workshop, the following updates were made:

- Revised language for the corridor overlay to clarify that any site area dedicated to the right-of-way would still be included in the total site calculations for intensity and/or density.
- Renamed the Roadway overlay as the “Lake Worth Road Connector Overlay”.
- Removed Sec. 34-1300 Administrative Policies for Affordable Housing related to the Live Local Act. The State pre-empts the Village on this matter, and the legislation does not require the Village to codify the process. However, the Village must include a summary of the process for Live Local Act projects on the Village Website. The consultant is working with Village staff to add this to the web page for Affordable Housing.
- Refined the standards for setbacks from stormwater ponds.

A Public Hearing of the Planning and Zoning Board was held on March 11, 2025, to present the most recent draft of the Land Development Regulations. The Planning and Zoning Board recommended approval of the draft with one revision.

- Revise Sec. 34-878.8 Prohibited uses in the CR Commercial Renewal Zoning District to add gas stations and convenience foods as prohibited uses.

The Planning and Zoning Board recommended the ordinance be forwarded to the Council 6-1 with Member Richard Hughes dissenting.

The purpose of today’s public hearing is to present the final draft of the updated Land Development Code and Zoning Map amendments to the Village Council.

If approved on the 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council on May 8, 2025.

FISCAL IMPACT:

Adoption of the revised land development regulations will facilitate the redevelopment of many undeveloped properties and therefore will increase the village's property valuation.

ATTACHMENTS:

1. Proposed Ordinance No 2025-03 - Land Development Regulations Amendments and Zoning Map Amendments - EAR-Based and Visioning-Based
2. Aerial and Zoning Maps



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES FOR CONSISTENCY WITH THE 2024 EAR-BASED AMENDMENTS TO ITS COMPREHENSIVE PLAN AS REQUIRED BY SECTION 163.3202, FLORIDA STATUTES, BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE" AT VARIOUS SECTIONS; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 6 "DISTRICT REGULATIONS" TO ADD A NEW SUBDIVISION IX "CR COMMERCIAL RENEWAL"; BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 9 "DEVELOPMENT STANDARDS" TO ADD NEW SECTIONS 34-1367 – 34-1371; AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF PALM SPRINGS TO PROVIDE FOR A NEW ZONING DESIGNATION OF "COMMERCIAL RENEWAL" FOR VARIOUS PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends and adds sections to Chapter 34, making it consistent with the 2024 EAR-BASED, as section 136.3202, Florida Statutes requires. It also amends the village's zoning map to establish a new commercial renewal zone. Adopting this ordinance will facilitate the redevelopment of many undeveloped properties and increase the valuation of village properties. The proposed ordinance serves the public by:

- Ensuring safety from natural disasters and hazards.
- Providing privacy, light, and air for residents.
- Preventing land overcrowding and protecting neighboring property owners.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

None

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new charges or fees that will be imposed on businesses by the subject of ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed comprehensive plan amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

The Village Council will consider the proposed ordinance at its First Reading during their April 10, 2025, meeting.

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES FOR CONSISTENCY WITH THE 2024 EAR-BASED AMENDMENTS TO ITS COMPREHENSIVE PLAN AS REQUIRED BY SECTION 163.3202, FLORIDA STATUTES, BY AMENDING CHAPTER 1 “GENERAL PROVISIONS” AT SECTION 1-2 “DEFINITIONS AND RULES OF CONSTRUCTION”; BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE” AT VARIOUS SECTIONS; BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, DIVISION 6 “DISTRICT REGULATIONS” TO ADD A NEW SUBDIVISION IX “CR COMMERCIAL RENEWAL”; BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, DIVISION 7 “SUPPLEMENTAL DISTRICT REGULATIONS”, SUBDIVISION I “IN GENERAL” TO ADD A NEW SECTION 34-899 “ROADWAY DESIGN OVERLAY ZONES”; BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, DIVISION 9 “DEVELOPMENT STANDARDS” TO ADD NEW SECTIONS 34-1354.2, 34-1354.3 and 34-1367 – 34-1371 FOR LITTORAL PLANTING REQUIREMENTS, GREEN BUILDING INCENTIVES AND PROVISIONS FOR A LAKE WORTH ROAD CONNECTOR OVERLAY; AMENDING THE OFFICIAL ZONING MAP OF THE VILLAGE OF PALM SPRINGS TO PROVIDE FOR A NEW ZONING DESIGNATION OF “COMMERCIAL RENEWAL” FOR VARIOUS PARCELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161-163.3215, Florida Statutes (F.S.), 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 adopted amendments to its Comprehensive Plan on November 14, 2024; and

WHEREAS, Section 163.3201, F.S., requires appropriate local regulations on the development of lands and waters within the area to comply with the comprehensive plan; and

WHEREAS, Section 163.3202(1), F.S., requires each municipality to adopt or amend land development regulations within 1 year of its comprehensive plan revisions to ensure consistency with and implementation of the adopted comprehensive plan; and

WHEREAS, Village and community leaders reviewed and commented on the draft amendments in a series of Technical Advisory Committee meetings; and

WHEREAS, the Village held a Joint Workshop (Village Council, Planning and Zoning Board and CRA) to provide an overview of the Text Amendments on February 13, 2025; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed Text Amendments, held an advertised public hearing on March 11, 2025, and provided for participation by the public in the process; and

WHEREAS, the Village Council held an advertised public hearing on April 10, 2025, provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process; and

WHEREAS, the Village Council held a second advertised public hearing on May __, 2025, provided for public comment and public participation in accordance with the requirements of state law and the procedures adopted for public participation in the planning process;

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the Village of Palm Springs.

Section 2. Chapter 1 “General Provisions” at Section 1-2 “Definitions and Rules of Construction” is hereby amended by adding the following terms and definitions:

Sec. 1-2. – Definitions and rules of construction.

Land Development Board. Former name for, and interpreted to refer to, the Village of Palm Springs Planning and Zoning Board (PZB).

Land Development Department. Former name for, and interpreted to refer to, the Village of Palm Springs Planning, Zoning and Building Department.

Land Development Director. Former name for, and interpreted to refer to, the Village of Palm Springs Planning, Zoning and Building Director.

Section 3. Chapter 34 “Land Development”, Article VI “Land Use”, Division 1 “Generally” at Section 34-574 “Purpose and Effect” is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-574. - Purpose and effect.

(a) The purpose of this article is to implement the village comprehensive development plan, with amendments, in conformance with applicable state planning legislation and requirements, and promote the health, safety and general welfare of present and future populations of the village by:

- (1) Giving effect to goals, objectives and plan recommendations (policies) established in the village comprehensive development plan;
- (2) Dividing the village into zoning districts according to the use of land and buildings, and the intensity of uses, including bulk and height;
- (3) Regulating and restricting the location and use of buildings, structures and land for residential, commercial, governmental, institutional, recreation, open space and other uses;
- (4) Establishing regulations which protect the residents of the village by providing standards to control the amount of impervious surface area and open space within developments;
- (5) Protecting natural features and resources from adverse environmental impacts;

- (6) Controlling and regulating growth and development in the village by concentrating development in areas where adequate community facilities and services can be provided;
 - (7) Securing safety from fires, floods, natural disasters and other dangers;
 - (8) Providing adequate privacy, light and air;
 - (9) Making adequate provision for utilities, parks and other public requirements;
 - (10) Preventing overcrowding of land, and protecting property owners from adverse impacts on adjoining developments; ~~and~~
 - (11) Protecting the tax base by facilitating cost-effective development and the most appropriate use of land in the village- ;
 - (12) Encouraging a mix of uses that promote the Village's desire to make goods and services accessible to residents;
 - (13) Promoting a diversified economy;
 - (14) Encouraging the revitalization of the CRAs; and
 - (15) Encouraging the establishment of strong commercial corridors.
- (b) In interpreting and applying the provisions of this article, such provisions are not intended to interfere with, abrogate or annul any easement, covenant or other agreement between parties. Where this article imposes greater restrictions and regulations upon the land, buildings, premises or water, the provisions of this article shall control.

Section 4. Chapter 34 "Land Development", Article VI "Land Use", Division 6 "District Regulations", Subdivision I "In General" at Section 34-721 "Establishment of Land Development Districts" is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-721. - Establishment of land development districts.

In order to classify, regulate and restrict the use of land, water, buildings and structures, the height and bulk of buildings and structures, the area of yards and other open spaces about buildings and the intensity of land use; to promote

the orderly growth and development of the village; and to implement the village comprehensive development plan, the village is divided into the following ~~five~~ eight land development districts:

- (1) RS residential single-family district.
- (2) RM residential multiple-family district.
- (3) CN commercial neighborhood district.
- (4) CG commercial general district.
- (5) G government district.
- (6) LI light industrial district.
- (7) MU mixed use district.
- (8) CR commercial renewal district.

Section 5. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision III “RM Residential Multiple-Family” at Section 34-761 “Purpose” and Section 34-767 “Property Development Regulations for Planned Developments” is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-761. - Purpose.

It is the purpose of the RM residential multiple-family land development district to provide an emphasis on multiple-family residences, while preserving and protecting the residential character of the village. A clustering of units and a variety of housing design and styles is encouraged in the RM district, while maintaining an appropriate density that will complement the surrounding development in the village. In considering the compatibility of neighboring residential uses, wherever possible, medium-density residential projects should serve as buffers between higher and lower intensity residential uses to achieve an orderly land use transition. The gross density shall not exceed 5.8 dwelling units per acre for single-family detached dwelling developments. Gross density shall not exceed 19.0 dwelling units per acre for attached multiple-family developments, such as apartments and condominiums, and planned developments.

Sec. 34-767. - Property development regulations for planned developments.

Property development regulations for planned developments in the RM residential multiple-family land development district shall be as set forth in ~~subdivision IX~~ Division VII of this ~~division~~ Article.

Section 6. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision IV “CN Commercial Neighborhood” at Section 34-792 “Permitted uses” is hereby amended to read as follows (words underlined are additions):

Sec. 34-792. - Permitted uses.

Permitted uses within the CN commercial neighborhood land development district shall be limited to the following:

- (1) Professional offices.
- (2) Business offices.
- (3) Medical and dental offices.
- (4) Retail sales and services such as pharmacies, florists, camera and photo supplies and studios, delicatessens for takeout only, clothing stores, sale of videos and video accessories (excluding adult entertainment), card and gift stores, coin laundries and dry cleaning, shoe stores (including repair), music stores, sporting goods, pet shops and similar shops.
- (5) Galleries and fine art studios, excluding adult entertainment establishments.

Section 7. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision VI “G Government” at Section 34-851 “Purpose” is hereby amended to read as follows (words underlined are additions):

Sec. 34-851. - Purpose.

It is the purpose of the G government land development district to provide a district which essentially maps and identifies real property that is presently owned and used by a governmental entity, including local, state or federal government units. It is not the intent of the G district to be applied to land that is

used by governmental entities on an easement or leased basis, if title to the land is in private ownership. It is not the intent of this subdivision to classify all land owned by government into the G district, but only those lands particularly and peculiarly related to the public welfare. Wherever feasible, the planning and siting of recreational uses within G districts should consider their beneficial function as buffers between neighboring higher and lower intensity residential uses.

Section 8. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision VIII “MU Mixed Use” at Sections 34-870, 34-872, 34-874 and 34-876 is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-870. - Purpose.

It is the purpose of the MU Mixed Use land development district to provide lands within the village for the development of mixed use developments. Similar to single-use planned developments, the intent of this section is to provide for planned developments with a mix of uses and to allow greater flexibility in design and development standards relative to specific dimensional regulations, to encourage ingenuity and creativity in site design while preserving open space to serve recreational, scenic and other public service purposes, and to ensure compatibility of new development with the surrounding area and within the proposed development. MU Mixed Use districts shall be promoted, where appropriate, in the Lake Worth Road and Congress Avenue Community Redevelopment Areas subdistricts. In addition to the following requirements, mixed use projects shall adhere to section 34-1062, objectives of a planned development.

Sec. 34-872. Property Development Regulations.

The following property development regulations shall be in effect for the MU Mixed Use land development district:

- (1) Minimum acreage: One acre.
- (2) Setbacks: Setbacks from perimeter property boundaries shall be determined based upon the proposed use(s) within the Mixed Use

development and the existing (or future) adjacent use. Similar uses (i.e. residential to residential) shall require a 15-foot setback. Different uses (i.e. residential to commercial) shall require a 30-foot setback.

(3) Maximum building height: Building height should respect adjacent properties by being located on their sites to minimize disruption of the privacy and outdoor activities of residents/business owners and patrons in adjacent buildings. Maximum building height is 75 feet. Any proposed building exceeding 35 feet in height shall be at the discretion of the Village Council considering the following:

- a. The proposed uses of the structure;
- b. The bulk, mass, and context of adjacent structures or proposed structures;
- c. The compatibility with adjacent existing or proposed uses;
- d. The relationship to the adjoining uses and the surrounding development; and
- e. The provision of open space in the proposed project.

(4) Maximum building floor area ratio: ~~Per applicable land use designation(s)~~ Calculated by assigning each non-residential use and its maximum permissible floor area ratio a percentage of the total site area, with the overall total maximum floor area ratio, exclusive of residential uses, not to exceed 1.0.

(5) Required open space: The minimum total open space requirement shall be 35 percent of the gross land area.

~~(5)~~(6) Site-Specific Standards: Development of the subject property shall be governed by the provisions of the ordinance rezoning the property to MU, approving the proposed site plan and any waivers or conditions of approval therein.

(7) Regulation of Component Uses:

- a. Residential uses shall not exceed fifty percent (50%) of the total site area. When calculating the residential composition for a mixed-use project, common areas such as lobbies, stairwells,

service areas and amenity areas exclusively serving the residential uses shall be considered part of the residential use.

b. Mixed use developments with a commercial use component must meet the regulations as set forth in subdivision IV and/or subdivision V of this division, according to the type(s) of commercial use proposed.

c. Mixed use developments with an industrial use component must meet the regulations as set forth in subdivision VII of this division, must demonstrate on the site plan that all industrial use components are fully enclosed, and must provide a noise study and demonstrate that it meets the requirements of section 34-1382.

Sec. 34-874. Performance standards.

(1) Minimum design requirements. Design standards can transform the image of the village. Specific design-base criteria applied throughout the community can help achieve stated objectives.

Every site-specific condition cannot be anticipated. The stated design requirements are minimum development standards established to promote consistency and quality, and need to be interpreted in light of particular site-specific circumstances or conditions.

Standards:

- (a) Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.
- (b) Consolidation of smaller parcels into a larger, unified development project.
- (c) Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.
- (d) Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

- (e) Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.
 - (f) Pedestrian-scale street lighting along sidewalks and pedestrian-ways.
 - (g) Aggregation of open space to create common areas of sufficient size for passive/leisure activities.
 - (h) Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.
 - (i) Residential setbacks that ~~allows~~ allow for a green, semi-private planting area between the sidewalk and ~~house(s)~~ residential units.
 - (j) Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.
 - (k) Create bus waiting areas for safety, for school busses or mass transit, as may be applicable.
 - (l) Building stepbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.
 - (m) Provisions of original, self-confident building design, and prohibition of metal buildings.
 - (n) ~~Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.~~ Pedestrian and vehicular interconnectivity between different uses within the development and between adjacent properties, where deemed compatible.
 - (o) Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.
- (2) Development standards.
- (a) Mixed use developments shall meet all applicable regulations and requirements set forth in this article, and others set forth in the code including, but not limited to, division 9 development standards, section 62-

42 location and screening of commercial containers, and article III landscaping.

(b) In the layout and design of the proposed mixed use development, the applicant shall consider, and the village shall review for, the provision of adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions normally provided for by the area and dimension regulations.

(c) Mixed use developments containing any commercial component(s) must meet the requirements of subdivision IV CN commercial neighborhood and/or subdivision V CG commercial general, except for those Property Development Regulations listed in section 34-796 or section 34-826 that conflict with the Mixed-Use District Property Development Regulations listed in section 34-872.

(d) Mixed use developments containing any industrial component(s) must:

i. Meet the requirements of subdivision VII LI light industrial, except for those Property Development Regulations listed in section 34-863 that conflict with the Mixed-Use District Property Development Regulations listed in section 34-872; and

ii. Demonstrate on the site plan that all industrial uses are fully enclosed; and

iii. Provide as part of the development application a noise study meeting the requirements of section 34-1382 Noise and Vibration, at the discretion of the Planning, Zoning and Building Director.

Sec. 34-876. Supplemental regulations.

In addition to the following requirements, other supplemental regulations for the MU Mixed Use land development district shall be as set forth in division 7 of this article.

(1) Unified control.

a. All land included within a Mixed Use land development district shall be owned or under the control of the applicant

(whether the applicant is an individual, partnership or cooperation, or a group of individuals, partnerships or corporations), or if planned for parcelization with multiple owners shall remain unified via the approved master development plan and development order. The application shall document unified control of the entire area within the proposed development, with provisions for cross-access, shared parking, and shared infrastructure, as may be appropriate for the subject project.

b. The mixed use development shall be developed in accordance with the master site plan approved by the Village, and sufficient guarantees shall be provided for adequate operation and maintenance of common facilities. The ~~application~~ developer shall provide agreements, covenants, contracts, deed restrictions or sureties acceptable to the Village prior to issuance of certificate of occupancy.

(2) Maintenance of common areas and facilities. A program for maintenance of all common areas, including open space, parking areas, utility sites, etc., shall be submitted to the Village prior to issuance of a certificate of occupancy. The submission shall include formation of associations, agreements, contracts, deed restrictions, sureties or other legal instruments to guarantee the installation and continued maintenance of such common areas and facilities.

Section 9. Chapter 34 “Land Development”, Article VI “Land Use”, Division 6 “District Regulations”, Subdivision IX “CR Commercial Renewal” with Sections 34-878 through 34-878.9 is hereby enacted to read as follows:

Subdivision IX. – CR Commercial Renewal

Sec. 34-878 Purpose.

The purpose of the CR Commercial Renewal land development district is to incentivize redevelopment of underutilized lands assigned the Village Commercial Renewal Future Land Use along primary commercial corridors within

the Village. Similar to MU mixed use developments, the intent of this section is to provide for planned developments with a single use or mix of uses and to allow greater flexibility in design and development standards relative to specific dimensional regulations; to encourage ingenuity and creativity in site design while preserving open space to serve recreational, scenic and other public service purposes; and to ensure compatibility of new and re-development with the surrounding area and within the proposed development. In addition to the following requirements, commercial renewal projects shall adhere to section 34-1062, objectives of a planned development.

Sec. 34-878.1. Permitted uses.

Permitted uses within the CR Commercial Renewal land development district may include any use(s) permissible in the RS, RM, CN, CG, or IL land development districts except as specifically prohibited in Section 34-878.8, subject to a finding of compatibility with the other uses within the CR district and adjacent uses in the surrounding area. Residential uses shall only be permitted as part of a mixed-use project. In the case of mixed-use projects, a complementary mix of uses should generate synergy and convenience that enhances the physical space and creates a vibrant environment. Mixed-use projects shall comply with the following requirements:

- (1) The proposed mix of uses shall be compatible with the character and use (existing and future) of the surrounding properties in function; hours of operation as regulated in section 34-891; type and amount of traffic to be generated; building location, mass, height and setbacks.
- (2) It shall be demonstrated that the proposed mix of uses does not have a detrimental impact on surrounding properties based on:
 - a. The degree of noise, odor, visual, or other potential nuisance factors generated by the uses use; and
 - b. The effect on the amount and flow of unmitigated traffic within the vicinity of the proposed mixed-use project.

Sec. 34-878.2. Property Development Regulations.

The following property development regulations shall be in effect for the CR Commercial Renewal land development district:

- (1) Minimum acreage: Three (3) acres.
- (2) Setbacks: Setbacks from perimeter property boundaries shall be determined based upon the proposed use(s) within the Commercial Renewal development and the existing (or future) adjacent use. Similar uses (i.e. residential to residential) shall require a fifteen (15) foot setback. Different uses (i.e. residential to commercial) shall require a thirty (30) foot setback.
- (3) Maximum building height: Building height should respect adjacent properties by being located to minimize disruption of the privacy and outdoor activities of residents/business owners and patrons in adjacent buildings. Buildings may be up to four (4) stories or forty-eight (48) feet by right, except that an integrated parking structure component may not be counted against the building height subject to approval by the Village Council. Standalone parking structures shall not be considered integrated parking structure components for the purposes of this subsection. Any proposed building exceeding four (4) stories or forty-eight (48) feet in height, exclusive of integrated parking structure component, shall be at the discretion of the Village Council considering the provision of amenities as outlined in section 34-878.6 "Building height".
- (4) Maximum building floor area ratio: 1.5 FAR inclusive of all uses, except that a parking structure component may not be counted toward overall FAR subject to approval by the Village Council.
- (5) Required open space: The minimum total open space requirement shall be 35 percent of the gross land area.
- (6) Site-Specific Standards: Development of the subject property shall be governed by the provisions of the ordinance rezoning the property to CR, approving the proposed site plan and any waivers or conditions of approval therein.

(7) Regulation of Component Uses:

a. Residential uses shall not exceed fifty percent (50%) of the total site area. When calculating the residential composition for a mixed-use project, common areas such as lobbies, stairwells, service areas and amenity areas exclusively serving the residential uses shall be considered part of the residential use.

b. Developments with a commercial use component must meet the regulations as set forth in subdivision IV and/or subdivision V of this division, according to the type(s) of commercial use proposed.

c. Developments with an industrial use component must meet the regulations as set forth in subdivision VII of this division, must demonstrate on the site plan that all industrial use components are fully enclosed, and must provide a noise study and demonstrate that it meets the requirements of section 34-1382.

Sec. 34-878.3. Off-street parking and loading.

Off-street parking and loading requirements for the CR Commercial Renewal land development district shall be as set forth in division 8 of this article, unless granted a waiver per section 34-878.7.

Sec. 34-878.4. Performance standards.

(1) Minimum design requirements. Design standards can transform the image of the village. Specific design-based criteria applied throughout the community can help achieve stated objectives.

Every site-specific condition cannot be anticipated. The stated design requirements are minimum development standards established to promote consistency and quality, and need to be interpreted in light of particular site-specific circumstances or conditions.

Standards:

(a) Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.

- (b) Consolidation of smaller parcels into a larger, unified development project.
- (c) Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys, except for those that are residential streets or alleys.
- (d) Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.
- (e) Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.
- (f) Pedestrian-scale street lighting along sidewalks and pedestrian-ways.
- (g) Aggregation of open space to create common areas of sufficient size for passive/leisure activities.
- (h) Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.
- (i) Residential setbacks that allow for a green, semi-private planting area between the sidewalk and residential units.
- (j) Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.
- (k) Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.
- (l) Building stepbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.
- (m) Provisions of original, self-confident building design, and prohibition of metal buildings.
- (n) Interconnectivity between different uses within the development and between adjacent properties where appropriate.
- (o) Adequate vehicular circulation, traffic maintenance and/or operational measures that do not negatively impact existing roadway

conditions, including avoidance of dead-end streets and t-style turnarounds.

(2) Development standards.

(a) CR developments shall meet all applicable regulations and requirements set forth in this article, and others set forth in the code including, but not limited to, division 9 development standards, Section 62-42 location and screening of commercial containers, and Article III landscaping.

(b) In the layout and design of the proposed CR development, the applicant shall consider, and the Village shall review for, the provision of adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access and all other provisions normally provided for by the area and dimension regulations.

(c) Developments containing any commercial component(s) must meet the requirements of subdivision IV CN commercial neighborhood and/or subdivision V CG commercial general, except for those Property Development Regulations listed in section 34-796 or section 34-826 that conflict with the Commercial Renewal District Property Development Regulations listed in section 34-878.3.

(d) Developments containing any industrial component(s) must:

i. Meet the requirements of subdivision VII LI light industrial, except for those Property Development Regulations listed in section 34-863 that conflict with the Commercial Renewal District Property Development Regulations listed in section 34-878.3; and

ii. Demonstrate on the site plan that all industrial uses are fully enclosed; and

iii. Provide as part of the development application a noise study meeting the requirements of section 34-1382 Noise and Vibration, at the discretion of the Planning, Zoning and Building Director.

Sec. 34-878.5. Building height.

As specified in section 34-878.3, CR developments may be built to four (4) stories or forty-eight (48) feet by right. Additional building height beyond four (4) stories or forty-eight (48) feet may be approved at the discretion of the Village Council for projects that incorporate at least three (3) of the following amenity types meeting the requirements specified below. Projects proposing additional building height shall further demonstrate that the additional height will not adversely impact adjacent properties and that appropriate stepbacks are provided as building height increases.

(1) Job creation. The applicant shall demonstrate the number of planned permanent full-time positions with pay above the median area wage to be offered by a business operated within the proposed development.

(2) Public gathering space. The development shall include a permanent publicly-accessible gathering space such as an open plaza area, including landscaping, seating, and shade trees or shade structures. Such public gathering space shall be incorporated into the site plan for the development.

(3) Public art. The development shall include a professionally-designed work of art that is accessible to the public and incorporated into the site plan or landscape plan for the development. The value of the work of art shall be at least one percent (1%) of the vertical construction cost of the development.

(4) Additional landscaping. The development landscape plan shall include additional landscaping features beyond the requirements of Article III of this chapter, such as increased native plantings, additional shade trees, and shade tree specimens with larger height, canopy spread, and caliper measurement.

(5) Advanced stormwater management. The development shall provide additional innovative stormwater management techniques, which may

include nature-based or green stormwater infrastructure, to provide additional on-site stormwater treatment and/or storage.

(6) Advanced architectural features. The development shall include additional architectural design elements such as cornices, flower boxes, bay windows, decorative molding, or balconies,

(7) Other amenities above code requirements proposed by the developer with Village Council approval.

Sec. 34-878.6. Waivers.

(1) The use of innovative and creative techniques and concepts may require one or more waivers from the strict interpretation of the Village Land Development Code and applicable code provisions related to lot size, frontages, setbacks, lot coverage, parking, design standards, and other requirements may be granted according to the provision of additional amenities and shall be demonstrated to be in harmony with the purpose, and objectives of the comprehensive plan land use designation and the performance standards of this subdivision. Waivers may not be requested from density and intensity limitations.

(2) Waivers may be granted by the Village Council, following an advisory recommendation by the Planning and Zoning Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a CR development.

(3) Requests for waivers shall be submitted in writing and shall address each of the following criteria as applicable to the proposed development:

a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

b. The request is in harmony with the functional and context classification of the fronting roadway.

c. The request results from innovative and/or architectural design in which other minimum standards are exceeded.

d. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

e. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

f. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

g. The result is compatible with existing and potential land uses and structures adjacent to the development site.

h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.

i. Economic hardship may not be used to justify waivers.

Sec. 34-878.7. Supplemental regulations.

In addition to the following requirements, other supplemental regulations for the CR Commercial Renewal land development district shall be as set forth in division 7 of this article.

(1) Unified control.

a. All land included within a CR land development district shall be owned or under the control of the applicant (whether the applicant is an individual, partnership or cooperation, or a group of individuals, partnerships or corporations), or if planned for parcelization with multiple owners shall remain unified via the approved master development plan and development order. The application shall document unified control of the entire area within the proposed development, with provisions for cross-access, shared parking, and shared infrastructure, as may be appropriate for the subject project.

b. The CR development shall be developed in accordance with the master site plan approved by the Village, and sufficient guarantees shall be provided for adequate operation and maintenance of common facilities. The developer shall provide agreements, covenants, contracts, deed restrictions or sureties acceptable to the Village prior to issuance of certificate of occupancy.

(2) Maintenance of common areas and facilities. A program for maintenance of all common areas, including open space, parking areas, utility sites, etc., shall be submitted to the Village prior to issuance of a certificate of occupancy. The submission shall include formation of associations, agreements, contracts, deed restrictions, sureties or other legal instruments to guarantee the installation and continued maintenance of such common areas and facilities.

Sec. 34-878.8. Prohibited uses.

The following uses shall be specifically prohibited in the CR Commercial Renewal land development district:

- (1) Any use not specifically, provisionally or by reasonable implication permitted, or not permitted by special exception in the CN and CG land development districts.
- (2) Time share uses.
- (3) Theaters, outdoor.
- (4) Flea markets and swap shops.
- (5) Bottle clubs.
- (6) Adult entertainment.
- (7) Heavy industrial uses.
- (8) Dumps/recycling centers.
- (9) Junk/salvage yards.
- (10) Pawn shops.
- (11) Car washes.
- (12) Automotive repairs, minor and major.

- (13) Social service facilities.
- (14) Medical marijuana dispensaries.
- (15) Non-chartered financial institutions.
- (16) Fast food / drive-through restaurants.
- (17) Gas stations.
- (18) Convenience foods.

Section 10. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision I “In General” is amended by adding a new Section 34-899 “Roadway Design Overlay Zones” to read as follows:

Sec 34-899. – Roadway Design Overlay Zones

The Village of Palm Springs may designate segments of a roadway as a Roadway Design Overlay Zone to employ special design standards. The purpose of this designation is to develop a specific plan for a section of roadway to improve traffic flow, accommodate future growth and/or to enhance pedestrian, transit and cyclist safety. Such improvements will facilitate the achievement of the desired vision for the Village and implement the Comprehensive Plan. Roadway design overlay zones do not supersede underlying land use and zoning provisions but provide additional requirements for designated areas. Roadway design overlay zones shall be designated in accordance with the public hearing provisions of the Land Development Code. Roadway design overlay plans for roadways maintained by other agencies shall be developed in coordination with the Florida Department of Transportation, Palm Beach County and adjacent municipalities as applicable.

Section 11. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1351 “In General”, subsection (c) is hereby amended to read as follows (words underlined are additions):

Sec. 34-1351. – In general.

- (c) All developments shall be reviewed to ensure that the level of service standards contained in the adopted comprehensive plan are met and will

continue to be met after the impact of the development under review is realized. Availability of potable water to serve the proposed development shall be verified prior to permit issuance. Where necessary, the village council may require the modification of the development project to ensure that level of service standards are maintained.

Section 12. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1352 “Residential Developments”, subsections (b) and (e) is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1352. - Residential developments.

(b) In the review of plans for a residential development, consideration shall be given to arranging the features of the development to enhance overall neighborhood quality. Medium-density residential uses or recreation and open space areas should serve as buffers between higher and lower intensity residential uses.

(e) All residential subdivisions and multifamily or mixed-use residential developments shall contain active recreational areas and facilities at or exceeding the quantities required in the recreation and open space element of the adopted comprehensive plan, or shall make payments in lieu of providing such facilities. ~~Until such time as a schedule of payments is established, payments made under a recreation impact fee program shall be considered as satisfying such requirement.~~

Section 13. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards”, Section 34-1354 “Surface Water Management” is hereby renumbered to Section 34-1354.1 and its subsections (a) through (e) are hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1354.1. - Surface water management.

- (a) Drainage (surface water management) systems shall be designed so that post-development conditions shall approximate predevelopment conditions ~~to the maximum extent possible~~. Where predevelopment conditions in the surrounding area are characterized by flooding of existing uses, drainage design involving the new development ~~should~~ shall reduce existing problems to the maximum extent feasible. Where necessary, the ~~village council~~ Village Council may require the modification of the development project to ensure that such requirement is met.
- (b) Drainage systems ~~should~~ shall be designed so as to maintain or improve water quality ~~to the maximum extent feasible~~, and to meet applicable standards of the state and/or water management district. In addition to water quality where surface water runoff leaves the site, water quality shall be maintained in lakes and canals where surface water ultimately drains. Where necessary, the ~~village council~~ Village Council may require the modification of the development project to ensure that such standard is met.
- (c) Drainage shall be designed to maintain the predevelopment viability of natural areas and groundwater recharge. To the maximum extent feasible, surface water runoff should be directed to groundwater recharge and/or natural drainage areas rather than being directed to ~~manmade~~ canals.
- (d) The developer of a site shall be responsible for the design, ~~and~~ construction and maintenance of the drainage system so as to comply with the surface water management requirements of this section, as well as the applicable regulatory requirements of other state, regional and/or local agencies.
- (e) Based on ~~advice~~ requirements from the appropriate agencies, all drainage plans shall be designed utilizing best management practices (BMPs) as established by the applicable areawide water quality plan.

Section 14. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards”, is hereby amended by adding Sections 34-1354.2 “Littoral Planting Requirements” and 34-1354.3 “Littoral Planting Plans” to read as follows:

Sec. 34-1354.2. - Littoral planting requirements.

Manmade lakes or ponds greater than one (1) acre at control elevation permitted after the approval of Ordinance 2025-03, must include littoral plantings in compliance with this section. Permanent littoral plantings consisting of native vegetation must be planted prior to the issuance of the first certificate of occupancy for any lot in the development or the associated development phase. For basins with multiple lakes that are interconnected, littoral zones may be concentrated within one or more lakes so long as the basin as a whole contains the total required littoral area.

(a) At least 50 percent of the shoreline shall be planted with native wetland trees and/or aquatic plants at eight (8) square feet of littoral zone for every one (1) linear foot of shoreline.

(b) The littoral zone shall be planted with at least five species of appropriate native wetland vegetation. There shall be a minimum of one (1) tree for every five hundred (500) square feet of littoral zone, and plants/shrubs shall be placed with an average spacing of three (3) feet on center. An appropriate mix of emergent and submerged aquatic vegetation shall be used to satisfy the littoral planting requirement. The planting plan design and mix of species used shall have an anticipated minimum 80 percent coverage.

(c) The trees must be a minimum of eight feet in height and consist of native freshwater wetland and transitional varieties. Upland littoral planting, landward from the mean high water line (MHWL) or ordinary high water mark (OHWM), shall be installed at a minimum of 18" in height. Littoral or aquatic planting placed beneath the water line shall be installed at a minimum height of 6" above the waterline. For example, if the plant is placed in the zone 12" (or 1 foot) below the waterline, the minimum size of the plant at installation is 18" in height.

(d) Plant material selection and placement shall be designed in a manner that mimics the natural wetland systems in Palm Beach County.

(e) The littoral planting zone shall extend a minimum of ten (10) feet into the lake from the waterline and a maximum of five (5) feet upland from the waterline. Slopes for planted littoral zones shall be no steeper than ten (10) feet horizontal

to one (1) foot vertical (or a 10:1 slope). Slopes up to a maximum depth of three (3) feet below the waterline are encouraged to promote greater success of the littoral zone plantings.

Sec. 34-1354.3. - Littoral planting plans.

Littoral Planting Plans are required for all developments that include excavated lakes and ponds greater than one (1) acre. Littoral Planting Plans shall be subject to the inspection and bond or surety provisions of Sec. 34-134(e). The plans must be prepared by a qualified environmental professional with a personal familiarity with the site and soil conditions based upon a field review and include:

- a) A complete plant list that shall include:
 - 1. The genus and species of each plant
 - 2. The common names of each plant
 - 3. The quantity of each plant
 - 4. The size of each plant
- b) A plan that indicates the location and quantities of plants to be used, their dimensions, and spacing between plants.
- c) A typical cross section of the littoral planting area.
- d) The total linear footage of shoreline of the proposed lake or pond measured at the control elevation, the provided percentage of planted shoreline, and the size of the littoral planting area in square feet, with calculations demonstrating a minimum of eight (8) feet of planted littoral zone area per one (1) foot of shoreline for at least fifty (50) percent of the shoreline.
- e) The waterbody protection easement as required by Sec. 34-1356(f).
- f) Planting details indicating planting performance standards consistent with aquatic industry standards and methodology.
- g) A description of the procedures to ensure the viability and health of the plantings.

h) A written agreement that identifies who shall be financially responsible for regular monitoring and removal of noxious, pest plant, and invasive exotic species for continued healthy diversity in littoral zone vegetation. This shall include management guidance for parties responsible for continual maintenance and vitality of all littoral planting areas.

i) Projects with ponds or lakes which are proposed to be constructed in phases shall include plans which delineate the phases of excavation and shall include warranties for maintenance and survival of each phase.

j) Other reasonable information as requested by the Village.

Section 15. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1356 “Natural Features” is hereby amended by adding subsections (e), (f) and (g) to read as follows:

Sec. 34-1356. Natural features.

(e) All verified, delineated wetlands not permitted for mitigation by the South Florida Water Management District shall be protected via an upland buffer that is a minimum average twenty-five (25) feet from the delineated wetland edge and at no point less than ten (10) feet from the delineated wetland edge. Native vegetation contained within the upland buffer shall be protected from development activities. All invasive and non-native vegetation within the upland buffer shall be removed. Where native vegetation does not exist in the upland buffer, the area within the upland buffer shall be reestablished by the replanting of plants that are natural and native to the original ecological community. Turf grasses and exotic or non-native plants are prohibited. No primary or accessory structures may be constructed within the upland buffer.

(f) All manmade and natural waterbodies shall be protected via a waterbody protection easement extending at least twenty (20) feet landward from the mean high water line (MHWL) or ordinary high water mark (OHWM) of the natural waterbody, or from the edge of the manmade water body. On bulkheaded lots, the waterward boundary of the waterbody protection easement shall be the

established or existing bulkhead line. Additionally, a “low-maintenance vegetated zone” consisting of un-mowed vegetation extending five (5) feet from the MHWL, OHWM, bulkhead line or pond edge, as applicable, is encouraged to filter pollutants. No development shall be permitted within the waterbody protection easement, except for the following types as permitted by the Florida Department of Environmental Protection, the South Florida Water Management District, and/or the Lake Worth Drainage District as applicable:

- i. Interpretive walks, docks, or decking, including decking for non-residential uses subject to approval by the Village Council;
- ii. Stormwater detention areas or other improvements for water quality;
- iii. Native and/or other ecologically appropriate landscaping within the low-maintenance vegetated zone; or
- iv. Riprap.

(g) All manmade waterbodies must include littoral plantings according to the provisions in Sections 34-1354.2 and 34-1354.3.

Section 16. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1359 “Traffic Circulation” is hereby amended by amending subsections (c), (d) and (j) and adding subsection (l) to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1359. - Traffic circulation.

(c) Ingress and egress from any development shall be regulated so as to prevent unnecessary conflicts with traffic on adjacent streets. ~~The~~ Access management, including the number and spacing of entrances and median openings for divided streets, shall be as specified by the agency having maintenance responsibility for the street. The Village shall consult F.A.C. 14-97.003 (Access Control Classification System and Access Management Standards) during site plan review for properties fronting State Highway System roadways: SR 882/Forest Hill Boulevard, SR 802/Lake Worth Road, SR 809/S

Military Trail, and SR 807/S Congress Avenue. Where there are no other standards, the following provisions shall apply:

Width of Row (in feet)	Spacing for Entrances (in feet)	Median Openings (in feet)
Under 50	50	100
50-80	100	200
80 or more	125	250

(d) ~~Where~~ On the Village's jurisdictional roadways, where the width of the parcel is less than the spacing required, or where the location of the parcel with respect to adjacent parcels with entrance locations prevents the normal allocation of an entrance to the parcel, one entrance may be permitted, provided, it is arranged to be jointly shared with an adjoining parcel either immediately or at such future time as the adjoining parcel is developed or redeveloped. Where any parcel is developed or redeveloped and adjoins a parcel which is restricted as to access, the on-site traffic circulation shall be designed so as to provide access to the adjoining parcel either through an on-site connection or the joint use of an entrance. Exceptions for connections to roadways under other government jurisdiction shall be coordinated with the applicable government agency.

(j) Where bus stops and shelters are provided, they shall be located so as to be convenient to the buildings on-site and to the pedestrian walkway system for any site adjacent to an existing bus route. Bus stops and shelters shall be subject to the approval of the traffic engineer under chapter 74, and shall conform to the standards of the county transit agency (~~CoTran~~) (Palm Tran). This subsection shall apply to bus shelters not located on public rights-of-way, and shall not apply to any shelter established by ~~CoTran~~ Palm Tran.

(l) In order to reduce the need for sequential trips on primary roadways serving the Village, the Village finds that vehicular and pedestrian cross-access between adjacent properties should be required where appropriate and feasible.

All adjacent CN, CG, LI, G, MU, or CR district properties fronting arterial or major collector roadways shall provide a cross-access drive and pedestrian access way to allow circulation between sites. This requirement shall also apply to a building site that abuts an existing developed property unless the Village Council finds that this would be impractical. Property owners shall:

1. Record an easement in the public records of Palm Beach County allowing cross access to and from the adjacent properties;
2. Agree that any pre-existing driveways provided for access in the interim shall be closed and eliminated after construction of a joint-use driveway, if utilized; and
3. Record a joint maintenance agreement in the public records of Palm Beach County defining maintenance responsibilities of property owners that share the cross-access system and any joint-use driveway.

Where abutting properties are in different ownership and not part of an overall development plan, cooperation between the various owners in development of a unified access and circulation system is encouraged. Only the building site(s) under consideration for development approval shall be subject to the requirements of this criterion. Abutting properties shall not be required to provide cross-access and circulation until they are developed or redeveloped.

Section 17. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” at Section 34-1366 “Building Design Guidelines” is hereby amended by amending subsections (1), (2), (4) and (12) to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 34-1366. Building design guidelines.

These guidelines are intended to help ensure compatibility and secure a high quality of environment, regarding livability, visual interest, identity and sense of place in Palm Springs' commercial and multifamily districts by providing guidance for the design of new buildings. These guidelines are intended to focus on the characteristics of architectural compatibility and leave individual property

owners and developers the maximum flexibility to build to meet their own needs and objectives.

(1) General design.

a. General design. Buildings shall be designed to be compatible with the surrounding environment, both manmade and natural, with particular attention to adjacent residential uses, if any. A building shall provide a positive impact on the surrounding environment.

(2) Building forms and colors. Buildings and structures which use symbolic forms and colors, with the exception of those features protected by F.S. § ~~553.79(20)(a)~~ 553.79(24)(a), and which have a negative impact on the visual environment of the area, as determined by the ~~land development director~~ Planning, Zoning and Building Director, ~~land development board~~ Planning and Zoning Board, or village council, shall not be permitted.

(4) Building scale and height. In general, building should relate in scale and proportion primarily to other adjacent buildings and secondarily to other buildings in the area. Buildings of different sizes can be made architecturally compatible through skillful design that might include transitional massing element, cornice lines and other treatments to coordinate the line of the lower building to the taller one.

(12) Applicability. These building design guidelines shall apply to all infill projects, to all new construction projects for nonresidential uses in excess of 3,000 square feet of the gross floor area of the structure and to all multi-family residential projects comprised of more than six dwelling units. Renovation construction projects are encouraged to comply with these standards.

Section 18. Chapter 34 “Land Development”, Article VI “Land Use”, Division 9 “Development Standards” is hereby amended by adding Sections 34-1367 through 34-1371 to read as follows:

Sec. 34-1367. Green building incentives.

The Village of Palm Springs acknowledges the critical role of conserving natural resources in maintaining the overall health of the local environment. To support this commitment, the Village offers incentives for Green Development that minimize environmental impacts, enhance energy and water efficiency, and promote the health and well-being of residents.

(1) Eligibility: To qualify for green building incentives, projects must meet one or more of the following criteria:

a. Achieve a minimum certification level equivalent to LEED Silver, as administered by the U.S. Green Building Council (USGBC); to Green Globes, as administered by the Green Building Initiative (GBI); or similar;

b. Demonstrate compliance with ENERGY STAR performance standards;

c. Demonstrate water efficiency and waste reduction measures that align with guidelines from the WaterSense Program (administered by the EPA) or equivalent local standards; and/or

d. Utilize innovative natural processes to manage stormwater.

(2) Incentives: As part of the site plan review process, eligible developers may request one or more of the following incentives, which will be reviewed and considered by the Village Council:

a. Expedited permitting;

b. Reduction of minimum setbacks, not to exceed 10% for residential developments and 20% for commercial developments; and/or

c. Reduced open space requirements, not to exceed 10%.

Sec. 34-1368. Lake Worth Road Connector Roadway Design Overlay Zone.

This section establishes a Roadway Design Overlay Zone to be known as the Lake Worth Road Connector (“LWRC”) Roadway Design Overlay Zone, which is applied to properties adjacent to Lake Worth Road from Military Trail to the Keller Canal. This Overlay is within the Lake Worth Road CRA District.

Sec. 34-1369. Purpose and intent.

The intent of the LWRC is to impose special requirements to this roadway segment to promote the use of alternative modes of transportation, reduce roadway congestion and to facilitate an improved mobility for Lake Worth Road.

Sec. 34-1370. Applicability.

The provisions of this overlay apply to the all new development or redevelopment of properties within the LWRC.

Sec. 34-1371. Roadway Design Standards.

Roadways in the LWRC shall generally conform to the requirements of Sec. 34-511. – Streets, but may also subject to additional requirements as needed for:

(1) Public transit:

a. Dedication of additional Right of Way for the development of boarding and alighting areas (see FDOT Design Manual 225.2 Boarding and Alighting Areas for Public Transit Facilities).

b. Dedication of additional Right of Way for infrastructure that supports Public Transit. (i.e. street furniture; shade structures; signage).

(2) Bicycle lanes:

a. Dedication of additional Right of Way for new or improved bicycle lanes.

(3) Sidewalks:

a. Dedication of additional Right of Way for new or improved sidewalks.

(4) Multi-modal paths:

a. Dedication of additional Right of Way for new or improved multi-modal paths.

(5) Landscaping and aesthetic improvements:

a. Dedication of additional Right of Way for the planting of Shade Trees and other landscaping.

Properties developed or redeveloped within the LWRC providing dedication of additional Right of Way as outlined above shall consider the area of the additional dedicated Right of Way as part of the overall site area subject to density and intensity calculations. All other property development regulations such as setbacks, lot coverage and impervious surface coverage shall be based upon the project site area less than the additional dedicated Right of Way.

Section 19. Amendment to Official Land Development District (Zoning)

Map. If this Ordinance is adopted, pursuant to section 34-722 of the Village Code of Ordinances, the Village's Official Land Development District (Zoning) Map shall be updated to reflect the changes set forth in this Ordinance, specifically assigning "CR (Commercial Renewal)" zoning to those parcels so categorized in blue on Exhibit A.

Section 20. 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 21. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 22. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 23. Effective Date. This ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its second reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	<u>AYE</u>	<u>NAY</u>
BEV SMITH, MAYOR	_____	_____
KIM SCHMITZ, VICE MAYOR	_____	_____
GARY READY, MAYOR PRO TEM	_____	_____
JONI BRINKMAN, COUNCIL MEMBER	_____	_____
PATTI WALLER, COUNCIL MEMBER	_____	_____

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council on this _____ day of _____ 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

Bev Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau Village Attorney

Exhibit A



Village of Palm Springs

Zoning Map

Legend

□ Village Boundary

Zoning

CG (Commercial General)

CN (Commercial Neighborhood)

CR (Commercial Renewal)

County Zoning

G (Governmental)

LI (Light Industrial)

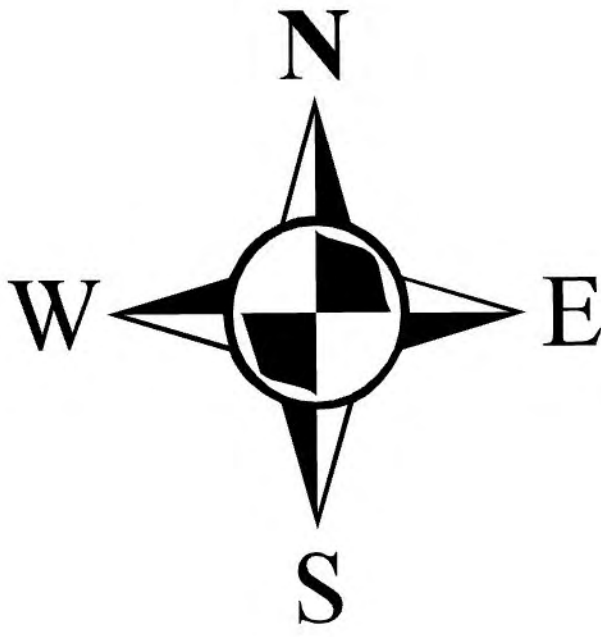
MU (Mixed Use)

RM (Residential Multi-Family)

RS (Residential Single-Family)

Other

□ Parcels



Date Printed:
2/25/2025

0 1,500 3,000
US Feet

BONNIE LANDRY
& ASSOCIATES Professional Planning Services



Village of Palm Springs

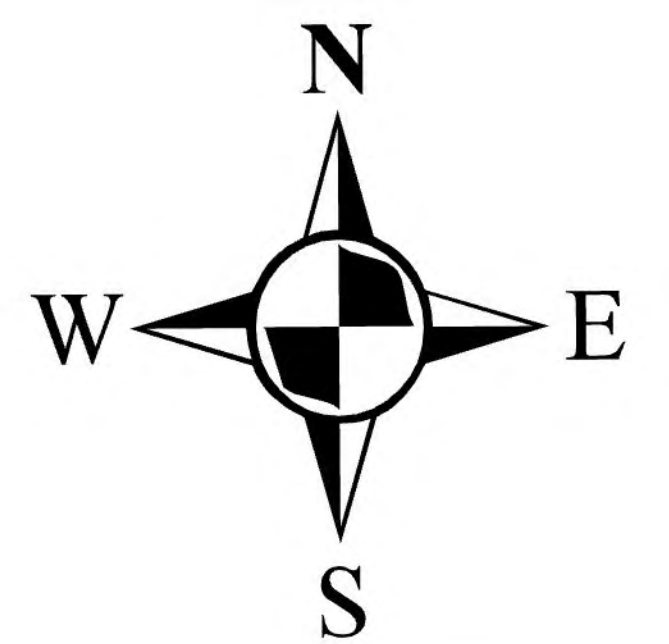
Zoning Map

Legend

□ Village Boundary

Zoning

- CG (Commercial General)
- CN (Commercial Neighborhood)
- CR (Commercial Renewal)
- County Zoning
- G (Governmental)
- LI (Light Industrial)
- MU (Mixed Use)
- RM (Residential Multi-Family)
- RS (Residential Single-Family)
- Other
- Parcels



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Village of Palm Springs

Zoning Map

Legend

□ Village Boundary

Zoning

CG (Commercial General)

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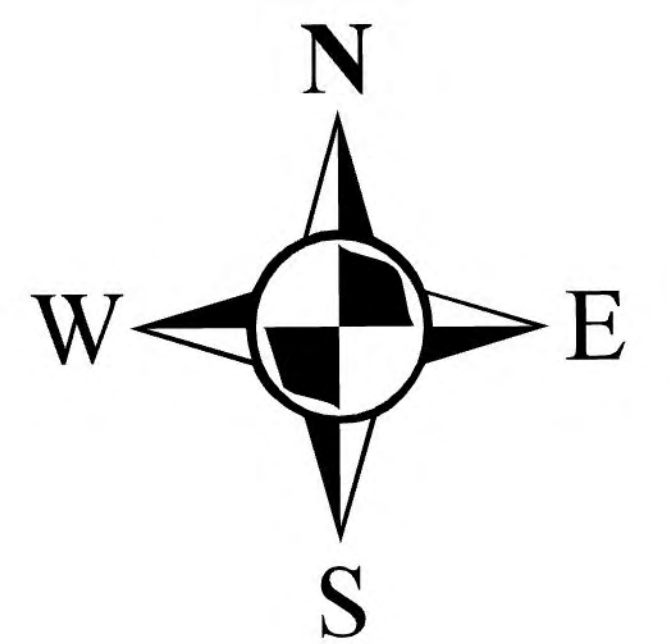
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