AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
SEPTEMBER 25, 2025
6:30 PM

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Kim Schmitz
□ Mayor Pro Tem Gary Ready
□ Council Member Johnnie Tieche
□ 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

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

1. **Approval of September 11, 2025, Village Council Meeting Minutes:** Motion for

the approval of September 11, 2025, Village Council Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Proposed Resolution No. 2025-54 - First Ammendment to MSA for Document Management Services (Laserfiche/MCCI)** - Motion to approve Resolution No. 2025-54 to authorize the Information Technology (IT) Department to continue the use of MCCI/Laserfiche through an addendum to a Master Services Agreement.
Staff: Mara Frederiksen, Finance Director

3. **Resolution No. 2025-55 Approval of the Annual Independent Financial Auditing Services Agreement —** Motion for the approval of Resolution No. 2025-55 to enter into an agreement with CBIZ CPA to provide financial auditing services to the Village. The agreement will expire September 30, 2030.
Staff: Mara Frederiksen, Finance Director

4. **Resolution No. 2025-56 Approval of the Emergency Food Services Agreement** - Motion for the approval of Resolution No. 2025-56 to enter into an agreement with Cotton Commercial Usa, Inc. to provide emergency food services to the Village. The agreement will expire September 30, 2028.
Staff: Juan Ruiz, Director of Parks and Recreation

5. **Temporary Use Permit - Congress Avenue Force Main Project - Construction Staging Area - 1351 South Congress Avenue:** Motion to approve a Temporary Use Permit HHRC and the Hinterland Group, Inc. to allow for a construction staging area at 1351 South Congress Avenue, designated for the installation of a force main along South Congress Avenue until November 2, 2025.
Staff: Iramis Cabrera, PZB Director

6. **Resolution No. 2025-57 Agreements with Multiple Vendors for the Prequalification of Contractors for Public Works Minor Construction Services:** Motion for the approval of Resolution No. 2025-57 to enter into an agreement with five (5) vendors for the pre-qualification of contractors for Public Works Minor Construction Services.
Staff: Felipe Lofaso, Public Works Director

7. **Resolution No. 2025-58 Approval of a Best Interest with Gerelcom, Inc. for the Access Control for the Police Department Expansion and Vehicle Gate – PD Expansion Project:** Motion to approve Resolution No. 2025-58 for a Best Interest Acquisition with Gerelcom, Inc. for Access Control at the Police Department and Police Department vehicle gate for $125,073.00 for the Police Expansion Project. Funding is available from the FY 2025 Budget — General Fund - Buildings.
Staff: Thomas Ceccarelli, Police Chief

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

8. **(Second Reading/ Final Public Hearing) Ordinance No. 2025-08 - Establish Fiscal Year (FY 25/26) Millage Rates - Operating & Debt Service:** Motion to approve Ordinance No. 2025-08 on First Reading for the FY 25-26 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills, which is a 1.12% decrease, below the rolled-back rate of $3.6754. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for a nonexempt valuation of $2,195,209,535 and of tangible personal property for a nonexempt valuation of $90,931,845 of a total gross taxable value for operating purposes of $2,286,141,380.
   Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

9. **Second Reading/Final Budget Adoption) Ordinance No. 2025-09 Adopt FY 2025-2026 Budget:** Motion to approve Ordinance No. 2025-09; adopting an annual budget for the year beginning October 1, 2025, and ending September 30, 2026, in the amount of $87,959,04 for the Village's projected operating expenditures on Final Budget Adoption.
   Staff: Mara Frederiksen, Finance Director

Motion	Second	Vote

10. ***(Quasi-Judicial Hearing)* Ordinance No. 2025-10 - Rezoning - 275 Alemeda Drive:** Motion for the approval of Ordinance No. 2025-10 zoning designation for the land owned by the Village of Palm Springs, located at 275 Alemeda Drive and being more fully described in Exhibit "A" attached hereto; said land to be designated within a Land Development from Residentail Multi-Family (RM) to Government (G) Zoning District.
    Staff: Juan Ruiz, Director of Parks and Recreation

Motion	Second	Vote

11. **Resolution No. 2025-59:** Motion to approve Resolution No. 2025-59 to approve an

Interlocal Agreement with Palm Beach County on the sharing of the Village Mobility Fee and the Payment of Palm Beach County's Non-Transportation Impact Fees.
Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, OCTOBER 9, 2025, AT 6:30 PM

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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

COUNCIL MEETING MINUTES
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
SEPTEMBER 11, 2025, AT 6:30 p.m.

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to Order at 6:30 p.m.

ROLL CALL

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

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly M. Wynn, Police Chief Tom Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Finance Director Mara Frederiksen, Parks and Recreation Director Juan Ruiz, Assistant Parks and Recreation Director Lauren Bennett, Deputy Village Clerk Jane Worth, Staff Assistant Maria Izzo, Human Resources Director Ashley Sainglus, and Library Services Director Josefina Maliska, and Library Services Administrative Assistant Claudia Ruiz.

INVOCATION

The Village Manager, Mr. Bornstein, gave the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager, Mr. Bornstein, noted that there were no additions, deletions, or modifications to the Agenda.

Vice Mayor Schmitz motioned for the approval of the Agenda as presented, and Mayor Pro Tem Ready seconded. The said motion carried 5-0.

CONSENT AGENDA

1. **Approval of August 21, 2025, Village Council Special Meeting Agenda Minutes: Motion for the approval of August 21, 2025, Village Council Special Meeting Minutes**
   Staff: Kimberly Wynn, Village Clerk

2. **Approval of August 21, 2025, Village Council Agenda Meeting Minutes: Motion for the approval of August 21, 2025, Village Council Meeting Agenda Minutes.**
   Staff: Kimberly Wynn, Village Clerk

3. **Appointment to the Planning and Zoning Board: Motion to appoint Junior Alternate Ralph Wiles to the Planning and Zoning Board as a Regular Member to serve an unexpired three-year term.**
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: Currently, there are two (2) vacancies on the Planning and Zoning Board due to the resignation of Mr. Johnnie Tieche after he was appointed to the Village Council on August 21, 2025.

   Junior Alternate Ralph Wiles has expressed an interest in serving as a Regular Member of the Planning and Zoning Board. He is a valuable asset to this Board as a Member. If appointed, he would fulfill the unexpired three-year term ending May 14, 2028.

   Mr. Wile's appointment would leave one vacancy on the Board for a Junior Alternate.

   Fiscal Impact: The proposed appointment does not have a fiscal impact to the Village.

4. **Reappointment to the Police Officers' Pension Board of Trustees: Motion to approve reappointment of Mr. Donald Bell as a Resident Member to the Palm Springs Police Officers' Pension Board of Trustees for a term that ends September 30, 2027.**
   Staff: Kimberly Wynn, Village Clerk

   SUMMARY: Staff requests that the Village Council reappoint one member to the Police Officers' Pension Board of Trustees. The term for Mr. Donald Bell will expire on September 30, 2025. No other applications were received.

   Mr. Bell has submitted an application indicating his interest in remaining on the Board. Therefore, the staff recommended the reappointment of Mr. Bell to the Police Officers' Pension Board of Trustees as a Resident Member for a two-year term that expires September 30, 2027.

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

   Fiscal Impact: The proposed appointment does not have a fiscal impact on the Village.

5. **Approval of the FY 2026 Council Meeting Schedule: Motion for the approval of the FY 2026 Village Council Meeting Schedule.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village Charter and the Code of Ordinances mandate that the Council hold at least one monthly meeting. Therefore, the Village Council is requested to approve the following meeting schedule for Fiscal Year (FY) 2026:

2025
Thursday, October 9, 2025
Thursday, November 13, 2025
Thursday, December 11, 2025

2026
Thursday, January 15, 2026 (Due to holiday
constraints) Thursday, February 12, 2026
Thursday, March 12, 2026
Thursday, April 9, 2026 - Annual Reorganization *(Immediately following the CRA Meeting)*
Thursday, May 14, 2026
Thursday, June 11, 2026
Thursday, July 9, 2026
Thursday, July 16, 2026 - Budget Workshop
- 5:30 p.m. Thursday, July 23, 2026
Thursday, August 20, 2026 *(Date changed due to FLC Conference)*
Thursday, September 10, 2026 (1st Budget Public Hearing) *(Immediately following the CRA Meeting)*
Thursday, September 24, 2026 (2nd Budget Public Hearing)

Note: The meeting start time is 6:30 p.m. unless otherwise indicated on the schedule.

Fiscal Impact: There is no fiscal impact.

6. **Approval of Insurance Renewal (FY 2026) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT): Motion for approval to renew insurance coverage for Property, Casualty, Liability, Special Coverage & Workers Compensation with Florida Municipal Insurance Trust (FMIT) for FY 2026.**
Staff: Ashley Saingilus, Human Resources Director

SUMMARY: Approval of Insurance Renewal (FY 2026) - Property, Casualty, Liability, Special Coverage & Workers Compensation - Florida Municipal Insurance Trust (FMIT).

1. Consistence with a single carrier will assist with current and future premium pricing.
2. Maintaining the current carrier would significantly reduce the education and coverage- related issues associated with changing to another company.
3. Continuity with adjusters assists in expediting the closing of outstanding claims.
4. Provide the highest level of benefits.
5. The Turnkey Recovery program, through Synergy NDS, assists with seamless management of all property damage claims.

Gehring Group assisted the Village with preliminary budget projections for the Property; Casualty & Workers' Compensation program aligned with standard market predictions in early Spring. The prediction at the time warranted a budget placeholder approximately 8% higher than in force premiums. As the carrier market secured its reinsurance renewals, it was evident that pricing would become more favorable at renewal. For the reasons highlighted above, it was decided that a market bid would not be issued for FY 2026. Gehring Group recommends marketing the program for FY 2027 with increased reinsurance capital continuing to bolster support for catastrophic coverage, and a softening of the Florida Property market expected with the entrance of additional carriers.

The following program rates were provided by FMIT for the renewal term commencing on 10/1/2025:

Coverage Type	**FY 2025**	**FY 2026**
Property & Equipment	$ 514,246	$ 450,129
General Liability	$ 180,297	$ 245,184
Auto Liability & Auto Physical Damage	$ 128,248	$ 139,769
Workers' Compensation	$ 505,605	$ 574,366
Pollution Liability	$ 3,559	$ 3,915
Statutory AD&D	$ 3,045	$ 3,197
LESS: Return of FMIT Premium Credit	N/A	N/A
Total Annual Premium	$ 1,355,000	$ 1,416,560

*Includes Public Officials Liability & Employment Practice Liability and Law Enforcement Liability, and Cybersecurity Liability insurance.

Note: Due to catastrophic events worldwide and changes in pricing and structuring of its reinsurance program, FMIT's annual Return of Premium Credit program was suspended by its Board of Governors in 2019. It has not been re-instituted for FY 25/26.

The Gehring Group recommends that the Village remain with FMIT and continue its coverage.

The proposed annual premium has been reviewed by the Human Resources Director (who manages our insurance program) and the Finance Director.

If approved, the Village would accept the Florida Municipal Insurance Trust's (FMIT) pricing including all terms, conditions, and pricing. The term of the proposed contract would be for one (1) year and would expire on September 30, 2026. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract.

The Village's Procurement Code, Section 58-2 — Exempt purchases, provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code: (29) Payments for casualty and property insurance after approval of contract by village council.

The proposed annual premiums were prepared by FMIT and reviewed by the Gehring Group, the Human Resources Director (who manages our insurance program) and the Finance Director.

If approved, the Village's new premiums for FY 2026 will be effective beginning October 1, 2025.

Fiscal Impact: The proposed premiums are included within the proposed FY 2026 Budget - General Fund and Water and Sewer Enterprise Fund.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

7. **Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement - Reopener Amendments (*TA*): Motion to approve the SEIU Agreement - Reopener Amendments (TA) contingent upon the union passing the vote on September, 2025. The Agreement will provide a 4% Across the Board increase effective as**

of October 1, 2025. Employees will be eligible for a 1% Merit increase for FY 26. The impacts related to the proposed salary increases are within the approved FY 2026 Budget - General Fund.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) have negotiated and come to a Tentative Agreement (TA) to amend two (2) Articles within the existing three (3) year union agreement, which expires on September 30, 2027.

The Village and SEIU have come to a tentative agreement for a 4% Across the Board effective October 1, 2025, and a 1% eligible merit increase.

The articles with changes from the previous contract are:

Article 25: Safety and Health
Article 37: Compensation Plan (4% Across the Board effective October 1, 2025, and a 1% eligible merit increase)

Please note: Article 36: Uniforms - there is no change - bullet language to provide clarity

The SEIU/FPSU Membership is expected to vote on these amendments on September 8, 2025. If the membership ratifies the proposed changes, the Village Council will be requested to approve the changes to the existing agreement.

Fiscal Impact: The impacts related to the salary increases are included within the proposed FY 2026 Budget - General Fund.

End of Consent Agenda....
Mayor Smith offered the public and Council an opportunity to comment on Consent Agenda items.

Council Member Waller made a motion to approve the agenda as presented, and Council Member Tieche seconded the motion.

PRESENTATIONS

8. **Proclamation - Recognizing Hispanic Heritage Month on September 15, 2025–October 15, 2025.**
   Staff: Kimberly Wynn, Village Clerk

   Mayor Smith read the proclamation into the record and presented it to Mrs. Bennett from the Parks and Recreation Department.

9. **Proclamation - Recognizing HR Professionals Day on September 26, 2025**
Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record and presented it to Ashley Saingilus, Director of Human Resources.

REGULAR AGENDA PUBLIC COMMENT
Mayor Smith offered the public an opportunity to speak.

1. District Fire Chief Ronald Martinez commented on the 9-1-1 commemoration and the upcoming Hispanic Heritage Festival.

2. **Ms. Katherin Antunez, 2807 Reo Lane, Palm Springs -** Ms. Antunez commented about the closure of the Swap Shop scheduled for October 2025. She asked the Council to consider an extension of time. She is representing the non-English speakers as a translator.

3. **Mr. Sergiev Guilbe, 345 Summer Circle, West Palm Beach -** Mr. Guilbe requested an extension of time before they close the swap shop in October 2025. He has worked as a vendor at the establishment for over eight years. He talked about the opportunities he was provided. Mr. Guilbe commented on regulatory challenges and the economic impact the closure will have on the community.

4. **Ms. Analie Seide, 8307 Bermuda Sound Way, Boynton Beach** - Ms. Seide commented that she worked at the Swap Shop for over 20 years. She talked about the short notice and the financial impact on the community. The holidays and monthly expenses make it extremely difficult. She requested an extension of time to close the establishment.

5. **Mr. Alexander Glinton, 445 Summa Street, Lake Worth** - Mr. Glinton talked about his work at the Goodwill Store and Lord's Place. He is also requesting an extension of time for the Swap Shop.

6. **Ms. Jacquelin Calash, 5605 Banana Road, Royal Palm Beach** - Ms. Calash commented that she worked at the Swap Shop for over two decades. Everyone is like family. She is requesting an extension of time for the establishment.

7. **Mr. Oliver Valesquez, 116 Holiday Drive, Lake Worth –** Mr. Valesquez requested an extension of time for the Swap Shop to remain open. The establishment is a landmark. He has worked at the location for a short period of time. Closing the swap shop will cause financial hardship for many families.

8. **Ms. Sarah Delva, 4864 32nd Drive S -** Ms. Delva talked about how she grew up visiting the Swap Shop with her grandmother because of the affordability of things. She is requesting an extension. For many of the families, this is their livelihood, and it is a family-oriented establishment.

At this point, the Village Attorney, Mrs. Goddeau, spoke about the annexation agreement entered into ten years prior. She explained that the Swap Shop property owners were advised that their outdoor market is not permitted use under our current Village Code. Mayor Smith interjected and asked staff to arrange a separate meeting with the Swap Shop property owners. There would be further discussion with the Council if an extension could be granted.

9. **Dr. Nagarakere Shankaraiah, with Lake Worth Pediatrics 3112 South Congress Avenue, Suite A -** Dr. Shankaraiah explained that he is having an issue with ducks defecating too close to his business. It is a health concern, because it is tracked in his offices with small children. The neighbor next to his business continues to feed the ducks, and it is causing a nuisance.

10. **Dr. Jose Casteneda of Obstetrics and Gynecology, 3144 South Congress Avenue** – Dr. Casteneda commented about the ducks near the office that are creating a nuisance.

PUBLIC HEARINGS

10. **(First Reading/First Public Hearing) Ordinance No. 2025-08 - Establish Fiscal Year (FY 25/26) Millage Rates - Operating & Debt Service: Motion to approve Ordinance No. 2025-08 on First Reading for the FY 25-26 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills which is a 1.12% decrease, below the rolled-back rate of $3.6754. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for a nonexempt valuation of $2,195,209,535 and of tangible personal property for nonexempt valuation of $90,931,845 of a total gross taxable value for operating purposes of $2,286,141,380. If approved, the final public hearing to adopt the FY 25-26 millage rate for operating and debt service is scheduled for September 25, 2025.**
Staff: Mara Frederiksen, Finance Director

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY 25- 26) beginning October 1, 2025, and ending September 30, 2026. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 25/26) as well as other related financial information:

- The gross taxable value of all properties within the Village for the fiscal year (FY 25/26) is
  $2,286,141,380, an increase of $214,431,812 over the fiscal year (FY 24/25).

- The rolled-back rate is calculated at 3.6754 per 1,000 taxable values. The Village's fiscal year (FY 25/26) operating millage for the General Fund is $3.50 per $1,000 of the taxable value, or a decrease of 1.12% below the rolled-back rate (At 100% collection, the expected operating millage is expected to generate $8,001,494. In ad-valorem tax revenue, however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is
  expected to be $7,681,435.

- The total taxable value within the Village to calculate the debt service millage rate is $2,286,141,380; thus, the proposed millage rate required to pay the Village's general obligation debt for the fiscal year (FY 25/26) is $0.1922 per $1,000 of taxable value. That is a decrease of 0.0199 from the fiscal year (FY 25/26).

- The combined millage rates for the fiscal year (FY 25/26) (3.5000 operating + 0.1922 debt = 3.6922 total mills) are .0199 mills lower than the combined approved millage rates for the fiscal year (FY 25/26) (3.5000 operating + 0.1922 debt = 3.6922 total mills).

- The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for the fiscal year (FY 25/26) is $166,959,558. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed $3.50 per $1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is $904,300; however, the Village budgets at a 95% collection ratio; thus,

- The proposed budgeted increment/revenue expected is ($859,085). This is the sixth year the Village has had the Palm Springs CRA.

Ordinance No. 2025-08 establishes the millage rates for the fiscal year (FY 25/26). If approved on the first reading, the proposed fiscal year (FY 25/26) millage rate ordinance will be presented to the Village Council for consideration at the second and final reading on Thursday, September 25, 2025, Council meeting.

Note: Following first reading, Ordinance No. 2025-08 will be publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of

Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

Ms. Frederiksen presented Ordinance No. 2025-08. She stated that the Village Council is asked to set the operating and debt service millage rates for Palm Springs for FY 25-26 (October 1, 2025, to September 30, 2026). The gross taxable value is $2,286,141,380, up by $214,431,812 from FY 24/25. The operating millage rate is $3.50 per $1,000, generating $7,681,435 in revenue, while the debt service millage is proposed at $0.1922 per $1,000. The total millage rate for FY 25/26 is 3.6922, which is lower than the previous year. The CRA's gross taxable increment value is $166,959,558, with expected revenue of $859,085. Ordinance No. 2025-08 will be presented for approval, with a final reading scheduled for September 25, 2025.presented this item.

Mayor Smith offered the public and Council an opportunity to speak on Ordinance No. 2025-08. There were no comments from the public.

Mayor Smith asked what the normal collection rate was, and Ms. Frederiksen advised that it is 96%

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

Mayor Pro Tem Ready motioned for the approval of Ordinance No. 2025-08, and Council member Ready seconded. The said motion carried 5-0.

Fiscal Impact: Establishes the final operating millage rate, debt service millage rate, and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year (FY 25/26).

11. **(First Reading/First Public Hearing) Ordinance No. 2025-09 Adopt FY 2025-2026 Budget: Motion to approve Ordinance No. 2025-09; adopting an annual budget for the year beginning October 1, 2025, and ending September 30, 2026, in the amount of $87,959,04 for the Village's projected operating expenditures on the First Reading.**
Staff: Mara Frederiksen, Finance Director

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for $87,934,040 for the Fiscal Year (FY) beginning October 1, 2025, and ending September 30, 2026. The proposed budget includes the following funds:

General Fund	$42,754,000
American Rescue Plan Fund	$0.00
Palm Springs CRA	$3,729,071
Debt Service Fund	$420,836
Water & Sewer Enterprise Fund	$39,462,691
Stormwater Enterprise Fund	$1,592,442
Total	$87,934,040

The Village Council held a budget workshop on July 24th, 2025, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary will be advertised via the online legal advertising on September 21, 2025, and posted on the Village's website – www.vpsfl.org -- under state law. The complete budget is available in the Office of the Village Clerk for review.

If approved at the First Reading, the Council will consider Ordinance No. 2025-09, adopting the
Final Budget as the Final Hearing on September 25, 2025.

Fiscal Impact: The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2025, and ending September 30, 2026.

Ms. Frederiksen presented Ordinance No. 2025-09 and entered PowerPoint into the record. She discussed the proposed changes and explained there were collective bargaining negotiations for the Police Benevolent Association (PBA).

Mayor Smith offered the public and Council an opportunity to comment. There were no comments.

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

Council Member Tieche motioned for the approval of Ordinance No. 2025-09, and Vice Mayor Schmitz seconded. The said motion carried 5-0.

12. **(Second Reading) Ordinance No. 2025-07 Approval of Amendments to Employee Regulations Handbook: Motion for the approval of Ordinance No. 2025-07; to amend Ordinance No. 2023-08 Employment Regulations for Village employees.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Village of Palm Springs Employment Regulations Handbook was established on October 10, 1996, per Ordinance No. 96-07. The last revision of the employee regulations was completed on September 26, 2023 (Ordinance No. 2023-08). The proposed amendments reflect changes and/or updates to village policies and procedures as well as updates to state laws. The revisions also meet the current practices of the Village.

These regulations provide a clear set of guidance for all Village employees by providing policies, procedures, and appropriate conduct as a Village employee.

The Human Resources Director is responsible for the provisions regarding the employee handbook and will bring forward any amendments to the Village Council through the Village Manager.

Key Summary of Changes:

- 2.5 Background Checks – Added clarity on consequences if an employee's Driver's License is deemed suspended, expired or revoked.
- 2.7 Employment of Relatives – Nepotism - Added Language and reference to Palm Beach County Code of Ethics
- 6.3 Social Networking, Social Media, and Blogging - Consolidating the standalone policy and the version in the employee regulations into a single unified policy to eliminate duplication and ensure consistency.
- 7.8 Employee Classification and Compensation Plan Starting Pay/ Administrative Salary Increase – Added HR Director in approval chain
- 7.9 Personal Use of Vehicles in Reference to Village of Palm Springs Take-Home Vehicle Policy – Non-Police
- 8.9 Paid Parental Leave – New policy
- 10.4 Travel Expenses While on Village Business – Updated language and added updated per diem allowance for meals and lodging.
- 10.5 Local Travel and Expenses – Updated Language
- 10. 9 Periodic Record Checks – Added clarity on consequences if an employee's Driver's License is deemed suspended, expired, or revoked.
- Chapter 11: Employee Tuition Reimbursement - Consolidating the standalone policy and the version in the employee regulations into a single unified policy to eliminate duplication and ensure consistency.
- 12.2 Personal Leave Incentive Payment Program – Updated language and removed specific criteria for eligibility.

- Chapter 14: Drug-Free Workplace Policy - Consequences of Positive Confirmed Test Result – Updated language and consequences for violation of policy.
- Chapter 16: Hurricane & Emergency Preparedness – Added new chapter
- 16.2 Local Emergency Pay Conditions - Consolidating the standalone policy and the version of the employee regulations into a single unified policy to eliminate duplication and ensure consistency. Revisions are included to add Florida Recovery Obligation Calculation (F-ROC) standards/changes.
- 20.4 Types of Offenses/Bad Conduct – amended the policy language to establish an amount that constitutes excessive.

The proposed amendments were prepared by the Human Resources Director and reviewed by the Village Attorney.

Ordinance No. 2025-07 is presented for the second and final reading.

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

Fiscal Impact: There is no financial impact.

Mrs. Saingilus presented Ordinance No. 2025-07. She advised that there was a minor update to Chapter 2 regarding Background Checks. The language is updated to reflect that if an employee's position involves driving and the Driver's License is found to have been suspended, expired or revoked, the first offense would incur a suspension of up to three
(3) days. If an employee fails to timely report the suspension, expiration or revocation, the first occasion will incur a suspension of up to three (3) days. Subsequent offenses are subject to termination.

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

Council Member Waller motioned for the approval of Ordinance No. 2025-07, and Mayor Pro Tem Ready seconded the motion. There was a roll call vote as follows: Vice Mayor Schmitz — Yes, Mayor Pro Tem Ready — Yes, Council Member Tieche — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 5-0.

13. **(Second Reading) Ordinance No. 2025-06 - Village Code Amendment - Section 14-61- Hours of Operation of Establishments and Section 34-891 - Hours of Operation and Hours of Construction Activity: Motion to approve Ordinance No. 2025-06 to amend the Code of Ordinances, Chapter 14, "Businesses", Article III, "Alcoholic Beverages", Section 14-**

61, to clarify existing regulations on the sale of alcoholic beverages; and amend Chapter 34, Article VI, Section 34-891, to permit extended hours of operation for fuel and gas stations.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Planning, Zoning, and Building staff are requesting a housekeeping amendment to the Village Code, specifically Chapter 14 - Businesses, Article III - Alcoholic Beverages, Section 14-61 - Hours of Operation for Establishments Serving Alcohol. They are also proposing amendments to Chapter 34 - Land Development, Article VI - Land Use, Division 7 - Supplemental District Regulations, Section 34-891 - Hours of Operation and Hours of Construction Activity. These amendments aim to clarify existing provisions regarding the dispensing and selling of alcoholic beverages in accordance with Florida Statutes. The goal is to ensure that the operating hours for establishments selling alcoholic beverages are clearly defined for both on-premise and off-premise consumption.

Additionally, the staff seeks to allow full-service or gas stations (with or without convenience stores) to operate at regular hours from 6:00 am to midnight. These establishments would also have the option to apply for an administrative variance, or request an extension of their operating hours from the Village Council.

It is important to note that the provisions in Section 34-891 concerning hours of operation for selling alcoholic beverages for off-premises consumption will be removed and relocated to Section 14-61, consolidating all regulations regarding alcoholic beverages into one section.

The hours of operation for establishments dispensing and selling alcoholic beverages are as follows:

All establishments wherein alcoholic beverages are dispensed for on-premises consumption	7:00 am – 2:00 am Sunday does	If located within 250 feet of a residential district, 7:00 am – 11:00 pm
Restaurants	As late as 11:00 pm	
Package liquor stores for consumption off-premises	7:00 am – 2:00 am	
All establishments (except for package liquor stores) wherein alcoholic beverages are sold for off-premises consumption	7:00 am - 11:00 pm	Administrative variance can be approved to extend its hours from 11:00 pm to Midnight

A fuel station or gas station, with or without a convenience store, legally exists within the Village as of October 1, 2025.	6:00 am - Midnight	Administrative variance can be approved to extend the hours. However, such extended hours should not include
		selling alcoholic beverages.
All new fuel stations or gas stations, with or without a convenience store, do not legally exist within the Village October 1, 2025.	6:00 am - Midnight	Variance requires council approval

The proposed Ordinance was prepared by the Village Attorney and reviewed by the Planning, Zoning & Building Director and the Police Chief.

The proposed ordinance was approved by the Village Council on first reading during the August 21, 2025, meeting and is being presented for consideration for its second and final reading.

Fiscal Impact: Amending the Land Development Regulations does not have a fiscal impact on the Village.

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

Ms. Cabrera presented Ordinance No. 2025-06. She stated there were no additional updates. Mayor Smith offered the public and the Council an opportunity to speak. There were no comments.

Council Member Tieche motioned for the approval of Ordinance No. 2025-06, and Council Member Waller seconded the motion. There was a roll call vote as follows: Vice Mayor Schmitz — Yes, Mayor Pro Tem Ready — Yes, Council Member Tieche — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 5-0.

14. **(Second Reading) Approve Ordinance No. 2025-01 - Revise the Purchasing Policy and Ordinance: Motion to approve Ordinance No. 2025-01 to amend Chapter 58, "Purchasing Code" of the Village Code of Ordinances to increase the Village Manager's purchasing authority; by**

updating, clarifying, and deleting certain purchasing provisions; by adding provisions for the acquisition of real property and settlement authority of claims; by allowing for the adoption of a new procurement policy with Village Manager.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: First Reading of Ordinance 2025-01 to Revise Ordinance 2022-01 Village Code Amendment (Chapter 58) and rescind Resolution 2022-25 (Purchasing Policy) as Administrative.

Upon approval of the Ordinance, changes will come to the Council and the administrative functioning of the changes within the Purchasing Policy will be managed under the Village Manager's Authority.

Ordinance Key Changes:

- **Section 58-1 (Purpose and application)**
    - Recognize Procurement Manager as appointed by the Village Manager
- **Section 58-4 (Purchasing Thresholds)**
    - Purchases up to $7,500: Department Head approval.
    - $7,501 to $25,000: Approvals required from Department Head, Procurement, and Finance.
    - $25,001 to $50,000: Approvals required from Department Head, Procurement, Finance, and Village Manager.
    - Defined "Small Purchases" as under $50,000
- **Section 58-5 (Purchasing protests)**
    - **Change procurement official to procurement manager**
- **Section 58-2 (Exempt Purchases)**
- **Section 58-6 (Competitive Selection purchase requirements)**
- **Section 58-7 (Alternative purchasing methods)**
- **Section 58-8 (Cooperative purchasing)**
- **Section 58-9 (Accessing contracts of other government agencies)**
- **Section 58-10 (Village Standard)**
- **Section 58-12 (Emergency purchases)**
- **Section 58-16 (Finance Department Responsibilities)**
- **Section 58-17 (Unauthorized Purchases)**
- **Section 58-18 (Contracting authority in general)**
- **Section 58-19 (Authorization to dispose of surplus goods)**
- **Section 58-20 (Enforcement of purchasing code)**
    - Moved to Procurement Policy
- **Section 58-11 (Best Interest Acquisition)**
    - Moved to Procurement Policy
    - Changed 4/5 vote requirement to majority consent

- **Section 58-16 (Land Purchases) (New 16)**
    - New section to address purchase of Village property

Purchasing Policy Key Updates:

1. **Approval Threshold Adjustments:**
    - Purchases up to $7,500: Department Head approval.
    - $7,501 to $25,000: Approvals required from Department Head, Procurement, and Finance.
    - $25,001 to $50,000: Approvals required from Department Head, Procurement, Finance, and Village Manager.
2. **Revised Purchasing Thresholds and Documentation Requirements:**
    - Under $7,500: Price quotes recommended but not mandatory.
    - $7,501 to $25,000: At least one written price quote is required.
    - $25,001 to $50,000: Minimum of three written price quotes required.
    - Over $50,000: Formal solicitation process mandated.
3. **Emergency Procurement Procedures:**
    - Updated to align with (F-ROC) recommendations.
4. **Procurement Process Enhancements:**
    - Streamlined solicitation procedures to improve efficiency.
    - Emphasis on utilizing purchase orders as the preferred procurement method over procurement cards (P-cards).

The Village Council approved Ordinance No. 2025-01 on First Reading at their August 21, 2025, meeting. Ordinance No. 2025-01 is presented for second and final reading.

Fiscal Impact: The Purchasing Code Section 58 is set up to provide guidance to Village Staff and standardize current policies. There is no direct fiscal impact, but overall should improve efficiency of purchasing for Village operations.

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

Mrs. Frederiksen presented Ordinance No. 2025-01. Mayor Smith offered the public and the Council an opportunity to speak. There were no comments.

Vice Mayor Schmitz motioned for the approval of Ordinance No. 2025-01, and Mayor Pro Tem Ready seconded the motion. There was a roll call vote as follows: Vice Mayor Schmitz
— Yes, Mayor Pro Tem Ready — Yes, Council Member Tieche — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 5-0.

15. **(Second Reading) Ordinance No. 2025-05 - Repealing Section 34-1337 of the Village of Palm Springs Code Ordinance to comply with Section 366.94, Florida Statutes: Motion to approve Ordinance No. 2025-05 to repeal Section 34-1337 (Ordinance No. 2023-05) to comply with Section 366.94, of the Florida Statutes, which preempted to the state the regulation of electric vehicle charging stations.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: During the most recent 2025 Florida Legislative Session, Senate Bill 700, which was signed into law on May 15, 2025, amended Section 366.94, Florida Statutes, related to electric vehicle charging stations, including the following revisions:

- Regulation of electric vehicle charging stations is preempted by the state.
- The requirement that local governments issue permits for electric vehicle charging stations is based solely upon standards established by the Department of Agriculture and Consumer Services and other applicable state law.
- Approving or denying the permit application shall follow the time period established by the Department of Agriculture and Consumer Services.
- Before a charger at an electric vehicle charging station is placed into service for use by the public, the charger must be registered with the Department of Agriculture and Consumer Services in a form prescribed by department rules.

Note: On May 11, 2023, the Village Council approved a code amendment under Ordinance No. 2023-05 to add a new Section 34-1337, including regulations for electric vehicle charging stations.

Currently, as required by Section 366.94, Florida Statutes, staff are requesting to repeal Village Code Section 34-1337 to be in compliance with the state laws and regulations.

From a permitting perspective, the Planning, Zoning, and Building Department will follow the standards established by the Department of Agriculture and Consumer Services, as well as all applicable state laws.

The proposed ordinance was approved by the Village Council on its first reading at the August 21, 2025, meeting and is being presented for consideration for its second and final reading.

Fiscal Impact:
Repealing the Village Code of Ordinances, which is required due to new approved legislation during the 2025 Florida Legislative Session, does not have a fiscal impact.

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

Ms. Cabrera presented Ordinance No. 2025-05. Mayor Smith offered the public and the Council an opportunity to speak. There were no comments.

Council Member Tieche motioned for the approval of Ordinance No. 2025-05, and Vice Mayor Schmitz seconded the motion. There was a roll call vote as follows: Vice Mayor Schmitz — Yes, Mayor Pro Tem Ready — Yes, Council Member Tieche — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 5-0**.**

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein did not make any comments.

VILLAGE COUNCIL COMMENTS

The Council thanked staff for their excellence. Council Member Tieche appreciated the onboarding experience of the staff. Council Member Ready wished Police Chief Ceccarelli a happy birthday. Mayor Smith talked about the different commemorations in honor of 9-1-1.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular meeting at 7:38 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 **September 11, 2025**. The minutes were formally approved and adopted by the Village Council on **September 25, 2025.**

Kimberly M. Wynn,
Village Clerk

NEXT REGULAR MEETING
THURSDAY, SEPTEMBER 25, 2025,
AT 6:30 PM

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Finance

ITEM #1: Resolution No. 2025-54 - Laserfiche/MCCI/Document Management Services

SUMMARY: The Information Technology (IT) department and various other Village departments identified deficiencies with the existing Village-wide document management solution in August 2021. The current document management solution holds many important documents (legal, financial, legislative, etc.) for various departments.

In late 2019, the Village IT department began to research options to upgrade the existing (Laserfiche) Document Management Solution. Several government-focused solutions were reviewed, including the option to upgrade the existing Laserfiche software solution. Ultimately, after speaking with other government organizations and reviewing the pricing, features, and integration flexibility of many products, including the latest offerings from Laserfiche, Hyland OnBase was chosen to move forward with services.

The Village Council approved funding ($39,125) within the FY 2021 IT Department Budget to purchase and install a new digital platform designed for document management, digital forms, digital workflows, digital signatures, and public records search portal functionality. They have continued to fund both Laserfiche and OnBase, totaling $26,000 per year.

Since FY 2021, the IT Department has worked with Hyland OnBase to implement and update the Document Management Solution, while also utilizing Laserfiche/MCCI; however, they have not been able to bring Hyland OnBase online. With the change in IT Staff, we have re-evaluated options to complete this project and have discovered that there have been some added features to the existing Document Management Solution (Laserfiche) that benefit the Village's needs.

Benefits to Laserfiche

- Laserfiche has added Cloud storage, which alleviates the burden on the Village to maintain multiple servers, and it will mitigate the risk of data loss within those servers.
- Laserfiche will migrate the data as part of the implementation, whereas OnBase has left the data migration entirely to the Village.
- Laserfiche has improved its forms, and they are more geared towards governmental entities.
- Laserfiche does not require any code or programming from the IT department to implement workflows.
- Laserfiche as a hosted server would reduce $10k a year in hardware replacement and licensing.
- Laserfiche could also provide a public-facing portal to offer the Village additional transparency.

- Laserfiche being hosted would offer the flexibility of remote work during an operational emergency situation and full access to stored files.

In June 2025, the Village entered a Master Services Agreement (MSA) with MCCi and Addendum No. 1 thereto for JustFOIA subscription services to assist the Village with public records requests. MCCi has provided the Village with a quote for the needed Laserfiche services, which quote is based on MCCi's cooperative purchasing agreement with Omnia/NCPA. To acquire the needed Laserfiche services from MCCi, Village staff is proposing Addendum No. 2 to the MSA with MCCi which would facilitate the cooperative purchase of the Laserfiche services.

FISCAL IMPACT:
Year 1 $63,141.46 (includes implementation costs and annual recurring subscription $40,395.25)

ATTACHMENTS:
1. Addendum No. 2 with MCCi Quote for Laserfiche Services

RESOLUTION 2025-54

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING ADDENDUM NO. 2 FOR THE COOPERATIVE PURCHASE OF LASERFICHE SERVICES FROM MCCI, LLC, BASED ON THE OMNIA/NCPA COOPERATIVE PURCHASE AGREEMENT; PROVIDING AUTHORIZATION FOR EXECUTION OF ADDENDUM NO. 2 WITH MCCI; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about June 16, 2025, the Village entered into a Master Services Agreement with MCCi, LLC, along with Addendum No. 1 for the JUSTFOIA subscription service to assist the Village with public records requests; and

WHEREAS, the Village is in need of certain Laserfiche services for the Village's records management needs; and

WHEREAS, Omnia/NCPA awarded MCCi a cooperative purchase agreement for the needed Laserfiche services with identified unit pricing (Omnia/NCPA 01-162 contract) ("Omnia Contract"); and

WHEREAS, the Village staff received a quote for its needed Laserfiche services from MCCi based on the Omnia Contract and its pricing, which Village staff has determined is fair and reasonable; and

WHEREAS, the Village staff recommends entering Addendum No. 2 with MCCi for the needed Laserfiche services with Addendum No. 2 and MCCi's quote attached hereto as **Exhibit "A"**; and

WHEREAS, the Village Council for the Village of Palm Springs finds approving the cooperative purchase quote from MCCi for the Laserfiche services as an addendum to the Master Services Agreement with MCCi serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct findings of the Village Council.

Section 2: The Village Council approves the cooperative purchase from MCCi for the Laserfiche services based on the OMNIA/NCPA cooperative agreement and the execution of Addendum No. 2 with MCCi which incorporates MCCi's quote (attached hereto as Exhibit "A").

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

Council Member_____offered the foregoing Resolution. Council Member_____seconded the motion, and upon being put to the vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR			
KIM SCHMITZ, VICE MAYOR			
GARY READY, MAYOR PRO TEM			
JOHNNIE TIECHE, COUNCIL MEMBER			
PATTI WALLER, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 25th day of September 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

MASTER SERVICES AGREEMENT NO. 20390

This Master Services Agreement No. 20390 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the receipt of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law. I

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Except as provided herein or for termination due to Company's default, once payment has been received, no refunds for Recurring Services are available.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a **"Bankruptcy Event"**), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an **"Event of Non-appropriation"**). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees **"Personnel"**). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, in consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation.

Client represents that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section and payment to Client of all amounts paid (including Recurring Services) on pro-rated share based on the date of termination.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	Village of Palm Springs
3717 Apalachee Parkway	226 Cypress Lane
Suite 201	Palm Springs, FL 33461
Tallahassee, FL 32311	Attn : Kimberly Wynn
Attn: Legal Department	Email : kwynn@vpsfl.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by Company as a convenience or not, for any products procured *on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by* Company

(b) Use of Open-Source Code.
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, **"Open Source"** shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Specifically, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to non-binding mediation. In any such mediation, the Parties will bear their own costs and will share equally in the costs and fees assessed by the mediator for services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) **Entire Agreement.**
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) **Counterparts.**
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) **Governing Law.**
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. Venue for litigating any Disputes not settled with non-binding mediation shall be exclusively in Palm Beach County, Florida. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) **Survival.**
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) **Bench Trial.**
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute and any counterclaim in the Dispute.

(w) **No Class Actions.**
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) **Limitation Period.**
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

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

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

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

1. Keep and maintain public records required by the Client to perform the service.

2. Upon request from the Client's custodian of public records or designee, provide the Client 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 Company does not transfer the records to the Client.

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

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

(bb) SECTION 787.06 COMPLIANCE. The Company, by signing this Agreement as set forth below, attests that the Company does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Michael Bornstein
Michael Bornstein (Jun 16, 2025 15:01 EDT)
Michael Bornstein, Village Manager

ATTEST:

By: Kimberly Wynn
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Christy Goddeau (Jun 16, 2025 15:00 EDT)
Christy Goddeau, Village Attorney

COMPANY:

MCCI, LLC, a Florida limited liability company

By:
Print Name: Victor D'Aurio
Print Title: Chief Operations Officer

[Corporate Seal]

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 12 day of June 2025, by Victor D'Aurio, as the Chief Operations Officer [title] of MCCi, LLC, a Florida limited liability company, 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 MCCI, LLC, to the same.

Amy Peters
Notary Public Signature

Notary Seal:

FOIA MSA-61625

Final Audit Report 2025-06-16

Created:	2025-06-16
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKvpOqZf9I2JG3Lw1hnUY0Hbp5BDjuSAs

"FOIA MSA-61625" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2025-06-16 - 6:02:50 PM GMT- IP address: 73.0.193.230

Document emailed to mbornstein@vpsfl.org for signature
2025-06-16 - 6:03:50 PM GMT

Document emailed to christy@torcivialaw.com for signature
2025-06-16 - 6:03:50 PM GMT

Email viewed by christy@torcivialaw.com
2025-06-16 - 6:59:28 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy Goddeau
2025-06-16 - 6:59:59 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy Goddeau (christy@torcivialaw.com)
Signature Date: 2025-06-16 - 7:00:01 PM GMT - Time Source: server- IP address: 173.162.99.81

Email viewed by mbornstein@vpsfl.org
2025-06-16 - 7:00:29 PM GMT- IP address: 104.47.64.254

Signer mbornstein@vpsfl.org entered name at signing as Michael Bornstein
2025-06-16 - 7:01:04 PM GMT- IP address: 151.132.2.218

Document e-signed by Michael Bornstein (mbornstein@vpsfl.org)
Signature Date: 2025-06-16 - 7:01:06 PM GMT - Time Source: server- IP address: 151.132.2.218

Agreement completed.
2025-06-16 - 7:01:06 PM GMT

ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT NO. 20390

LASERFICHE PLATFORM CHANGE ORDER

Pursuant to Master Services Agreement No. 20390 ("**Agreement**"):

This Laserfiche Platform Change Order, designated as Addendum No. 2 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 2 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**VILLAGE OF PALM SPRINGS ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

850.701.0725
850.564.7496 fax

Bill/Ship to: Anthony Parsells
aparsells@vpsfl.org
cc AP Contact: aparsells@vpsfl.org
Cloud Admin: Anthony Parsells
aparsells@vpsfl.org

Client Name: Village of Palm Springs
Client Address: 226 Cypress Lane, Palm Springs, FL 33461
Quote Number: 37934
Quote Type: Platform Change

Quote Date: September 18, 2025

Product Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Annual Total*
LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Cloud Business User Subscription (25-49 Users)	35	$1,115.00	$1,081.55	$37,854.25
☑ Laserfiche Cloud Records Management Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included*	Included*	Included*
☑ Laserfiche Cloud Direct Share, Up to 200MB	1	Included*	Included*	Included*
☑ Laserfiche Cloud Advanced Audit Trail Subscription	1	Included*	Included*	Included*
☑ Laserfiche Cloud Unlimited Public Portal	1	Included*	Included*	Included*
☑ Laserfiche Cloud Forms Portal Subscription (Unlimited Submissions Per Month)	1	Included*	Included*	Included*
☑ Laserfiche Cloud ScanConnect Subscription	3	$100.00	$97.00	$291.00
☑ Laserfiche Cloud SDK Subscription	1	Included*	Included*	Included*
Laserfiche Annual Recurring Subscription Subtotal				***$38,145.25***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION				
☑ MCCi SLA for Laserfiche (25-49 Users)	1	$2,500.00	$2,250.00	$2,250.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal				***$2,250.00***
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				***$40,395.25***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Total*
MCCi SERVICE PACKAGES				
☑ Self-Hosted Data Migration to Laserfiche Cloud *Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.*	1	$2,925.00	$2,778.75	$2,778.75
☑ Records Management Configuration for Laserfiche Cloud	1	$7,650.00	$7,267.50	$7,267.50
☑ Laserfiche Records Management Module Training - Tier 1 (Remote)	1	$2,921.25	$2,775.19	$2,775.19
☑ Laserfiche Repository Administrator Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Laserfiche User Training - Full Day (Remote)	1	$2,415.00	$2,294.25	$2,294.25
☑ Implementation Management	1	$7,650.00	$7,267.50	$7,267.50
Service Packages Subtotal				***$24,677.44***
GRAND TOTAL - ONE-TIME SERVICES				***$24,677.44***
EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT				
☑ Laserfiche Avante ScanConnect	-3			
☑ Laserfiche Avante Named Full User with Snapshot and Email	-35			
☑ Laserfiche Avante Server for SQL Express with Workflow	-1			
☑ Laserfiche Software Support Credit Proration	1			
☑ ***Existing Laserfiche Software Support Credit Total***				***($1,130.60)***
EXISTING MCCI SUPPORT/SUBSCRIPTION CREDIT				
☑ Managed Support Services	-1			
☑ MCCi Supplemental Support/Subscription Services Credit Proration	1			
Existing MCCi Supplemental Support/Subscription Credit Total				***($364.54)***
GRAND TOTAL - ESTIMATED EXISTING SUPPORT CREDIT				***($1,495.14)***
TOTAL LASERFICHE PROJECT COST				***$63,577.55***

**Products shown as "Included" will be implemented and configured ONLY if the applicable MCCi Service Package(s) is included in this order, or product(s) can be implemented and configured at a later date with the purchase of the applicable service package(s).*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise. All Services pricing assumes the Client will grant MCCi **secure unattended access.**

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PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software/Solutions, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date
Service Packages	▪ **Service Packages:** 50% of the total upon receipt of Order, remaining 50% of each Service Package upon delivery completion and Client acceptance.

SUPPLEMENTAL SUPPORT PACKAGE

SERVICE LEVEL AGREEMENT (SLA)*

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support
  - Client Self-Hosted
  - Cloud Applications

* *Full SLA document is available upon request*

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GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the Pricing section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a Change Order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible for ensuring that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software-licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring required software licensing is available.
- If the Services require MCCi to access client data, item, and/or use any third party software products provided or used, Client represents and warrants that it shall have all rights and licenses, including, without limitation those of third parties, necessary or appropriate for MCCi to access or use such data and/ or third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a Change Order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- **All Services pricing assumes the Client will grant MCCi secure unattended access** to the required infrastructure for the project. Secure unattended access requires the following:
  - Either a VPN connection with proper credentials or installation of on-demand remote access software utilized by MCCi.
  - Connections that can be made by an assigned MCCi Project Team without intervention from the Client from the hours of 8:00 AM ET to 8:00 PM ET.
  - A Windows Domain account assigned exclusively to the assigned MCCi Project Team, with passwords provided, that has administrative access to all infrastructure being serviced for purposes of the project.
  - A Windows Domain account, and complete access to that account including the password, for the service account to be used with any installed software products.
  - **Failure to provide this access will result in a Change Order increasing the cost to Client and timeline of the project.**
- Projects enter "On-Hold" status when (i) Client requests a delay in starting a new project, or (ii) Client is unresponsive for more than 15 business days during an active project. On-Hold status will remain until a new

project start date is mutually agreed upon, or until Closed. MCCi may elect to Close the project due to project remaining On-Hold for more than 35 business days.

- Projects that are Closed prior to completion, will be billed for any progress made to date and the MCCi project team will no longer be assigned to the project. Billing for progress made to date is based on the number of hours worked or the estimated percentage of the project that has been completed, whichever is greater. Subsequently, a new order is required to restart a Closed project, and to have new MCCi project resources assigned.
- Client will provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.
- MCCi will conduct a project kickoff call with Client to set objectives and review systems/processes used.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- TLS 1.2 is configured on all Laserfiche servers.
- Firewall ports will be opened for and unattended remote access on all necessary servers will be granted to MCCi.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.
- MCCi will only provide recordings of trainings or meetings if requested in advance. Requested recordings will be available through MCCi's LMS for Laserfiche.
- Client will acquire, install, and set up TLS certificates that meet application requirements.
- Purchase of Managed Cloud services may cover some of these assumptions/deliverables.
- Client will ensure previously agreed upon scheduled trainings are attended by their staff. For cancellations or rescheduling, the minimum notice period requirement to avoid penalties is 2 calendar weeks prior to the training date. Penalties: (i) Regardless of the notification time period, if the training was to be in person and MCCi has incurred non-refundable travel expenses, client will reimburse MCCi accordingly, and (ii) If client cancels or reschedules training within 7 calendar days and no less than 48 hours from the training date, the client will forfeit half of the allotted training time, or be assessed a fee equal to 50% of the training package purchased, or (ii) If the client cancels or reschedules the training within 48 hours of the training date, or is a no show on the training date, the training package purchased will be charged in full and forfeited by the client.

GENERAL TESTING DEFINITIONS

- **Alpha Testing –** Defined as internal acceptance testing performed by the project team prior to releasing the product or configuration to the Client
- **Basic Deployment Testing –** Defined as testing to ensure that the crucial functions of the system are operating properly and that the deployment is stable
- **Beta Testing –** Defined as the testing performed to verify functionality and fulfillment of user requirements
- **User Acceptance Testing –** Defined as testing performed by the Client's users to verify and accept the implemented functionality or deployment

GENERAL EXCLUSIONS

- MCCi is not responsible for assigning an external URL for any web-based platform/software module.
- MCCi is not responsible for creating or maintaining backups, backup plans or recovery plans.
- MCCi is not responsible for creating training documentation.
- MCCi is not responsible for final testing including, but not limited to, configuration changes made by Client prior to system handoff.
- Except where specifically noted, no custom coding is included; configuration work is restricted to the capabilities associated with the out-of-the-box solution.

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCi DELIVERABLES

- Migrate a single (1) repository from the Client's environment to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing
- Upgrade one existing installation of Laserfiche Server to the latest version of Laserfiche.
- Create up to three (3) Laserfiche User Groups.
- Set entry access security for up to two folder levels with no more than ten (10) folders in each level, for up to three (3) user groups.

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups

ASSUMPTIONS

- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2012 R2 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

RECORDS MANAGEMENT CONFIGURATION FOR LASERFICHE CLOUD

MCCi will configure Records Management in Client's repository within Laserfiche Cloud using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCi DELIVERABLES

- Create up to three (3) templates with up to seven (7) fields, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Provide training on administering and executing the processes built by the MCCi project team Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Cloud Records Management Edition.

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING – FULL DAY

MCCi's Administrator Training is available as a full-day training split into two half-day sessions. The goal is for your organization to have a trained repository administrator. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management & Security
- Monitoring User Activity
- Licensing
- Cloud Navigation
- Metadata Management
- Repository Architecture Overview
- General Repository Settings
- Folder Security
- Recycle Bin Settings
- Audit Trail (if purchased)
- Supplement User Security
- Troubleshooting Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Attendees have either attended Laserfiche User Training or have requisite prior user experience
- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE USER TRAINING – FULL DAY

MCCi's User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client or the Laserfiche Cloud site. Attendees will become familiar with how to import new content, how to search and retrieve existing content, and how to export. Your organization can choose whether training is conducted on the web-based or on the Windows Desktop Client. Your organization can work closely with the product trainer to identify user functions. The trainer can emphasize certain topics listed below.

- Import Options & Scanning
- Search & Retrieval
- User Options
- Metadata Usage & Reports
- User Navigation
- Export Options
- Repository Organization
- Document Modification
- OCR & Generating Text

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide two (2) training sessions for three (3) hours each
- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING – TIER 1

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche. This training is intended as an overview of the topics below.

RECORDS MANAGEMENT TRAINING

- Records Lifecycle
- Records Series
- Cutoffs
- Holds
- Disposition
- Records Folders
- Security Tags
- Records Eligibility
- Permanent Records
- Document Links
- Vital Records

ADMINISTERING RECORDS MANAGEMENT

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Have access point for each attendee (laptop, desktop application, etc.)
- Provide the requisite IT system access
- Verify trainees can login to Laserfiche prior to scheduled training

MCCi DELIVERABLES

- Provide one (1) full-day session or two (2) half-day sessions for a total of six (6) hours of training
- Provide Records Management training according to the level of package purchased
- Provide training for up to six (6) users per session

ASSUMPTION

- Onsite training will be scheduled in full-day sessions where applicable. Scheduling exceptions can be discussed with your trainer.

EXCLUSIONS

- MCCi is not responsible for customizing training materials for the client.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCi DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

CONFIGURATION ASSISTANCE

Many of MCCi's packages list remote configuration assistance for up to a certain number of days. This is based on total days, not business days.

TRAVEL

MCCi will schedule travel in consecutive days for most engagements unless otherwise stated or agreed upon.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which is made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permittable due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
  - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
  - Access to Client's Laserfiche Cloud solution will be deactivated after 30 days (or based on Laserfiche's then current policy).
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.

- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

Laserfiche Cloud backups are solely intended for recovering the multitenant SaaS platform from a systemwide outage event. Clients are responsible for their own data backups for incremental/snapshot purposes, if desired. On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

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ADDENDUM NO. 2 TO MASTER SERVICES AGREEMENT - NO. 20390
LASERFICHE PLATFORM CHANGE ORDER

This Addendum No. 2 is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village" or "Client") and **MCCi, LLC**, a Florida limited liability company ("MCCi").

WHEREAS, on or about June 16, 2025, the Village entered into a Master Services Agreement with MCCi along with Addendum No. 1 for the JUSTFOIA subscription service to assist the Village with public records requests; and

WHEREAS, the Village is in need of certain Laserfiche services for the Village's records management needs; and

WHEREAS, Omnia/NCPA awarded MCCi a cooperative purchase agreement for the needed Laserfiche services with identified pricing (Omnia/NCPA 01-162 contract) ("Omnia Contract"); and

WHEREAS, the Village received a quote for its needed Laserfiche services from MCCi based on the Omnia Contract, which Village staff has determined is fair and reasonable, which quote is attached hereto as **Exhibit "A"**; and

WHEREAS, the Village Council for the Village of Palm Springs finds approving the cooperative purchase quote from MCCi for the Laserfiche services as an addendum to the Master Services Agreement with MCCi serves a valid public purpose.

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

1. INCORPORATION. The Laserfiche Platform Change Order, designated as Addendum No. 2 to the Master Services Agreement (No. **20390**) ("MSA") is entered as of the date the same is executed by the Village ("Addendum Effective Date") and is based on MCCi's Omnia Contract and Exhibit "A", all of which are incorporated into the MSA and made a part thereof. If there are any conflicts between this Addendum and the MSA or the Omnia Contract, the MSA and Omnia Contract shall take precedence. This Addendum supersedes all prior quotes received for the Laserfiche Platform.

2. COMPLIANCE WITH SECTION 787.06**.** By executing this Addendum before a notary public and taking an oath under the penalty of perjury, MCCi attests and warrants that MCCi does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

3. This addendum may be executed digitally or electronically by the parties and such execution will serve as and have the same effect as an original signature.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 2 for the Laserfiche Platform Change Order to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

MCCi: **MCCi, LLC**,:

By: _____
Print Name: _____
Print Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of MCCi LLC, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind MCCi LLC to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "A"

MCCi's Quote for Laserfiche (16 pages)

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Finance

ITEM #3: Approval of the Annual Independent Financial Auditing Services Agreement

SUMMARY: The Village issued a Request for Proposals (RFP) No. 2025R-001 consistent with Section 218.391, Florida Statutes, the Village's Purchasing Code and Policy, for the competitive selection of auditing services. CBIZ CPA submitted a proposal in response to the RFP, which the Village's Selection Committee recommended as the most qualified, responsible, and responsive proposal.

CBIZ CPA warrants that it is experienced and capable of providing the professional auditing services to perform the Village's annual financial audits, including the Village's pension funds, Community Redevelopment Agency (CRA) funds, and all other applicable Village funds in accordance with the generally accepted auditing standards. These standards are set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, Title 2 United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97, Florida Statutes, Section 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations.

FISCAL IMPACT:
N/A

ATTACHMENTS:
1. Resolution No. 2025-55 - CBIZ CPA Auditing Services
2. CBIZ CPA PSA for Auditing Services Agreement
3. Village of Palm Springs Engagement Letter
4. Proposal Documents
5. Proposal Tabulation Sheet

RESOLUTION 2025-55

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE AWARD AND EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CBIZ CPA INC. FOR ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, the Village of Palm Springs requires professional auditing services to perform the Village's annual financial audits, including its pension funds, Community Redevelopment Agency (CRA) funds, and all other applicable Village funds in accordance with the generally accepted auditing standards; and

WHEREAS, the Village issued a Request for Proposals consistent with Section 218.391, Florida Statutes (RFP No. 2025R-001) for the required professional auditing services ("RFP"), which RFP the Finance Department advertised in the Lake Worth Herald on March 24, 2025; and

WHEREAS, the Village's Selection Committee created pursuant to Section 218.391, Florida Statutes, reviewed the proposals received and determined that CBIZ CPAS P.C., submitted the most qualified, responsible, and responsive proposal and recommended the same for award; and

WHEREAS, Village staff has negotiated the Professional Services Agreement with CBIZ CPAS P.C., which Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and,

WHEREAS, the Village Council finds awarding the RFP to CBIZ CPAS PC and executing the Agreement with CBIZ CPAS PC serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2: The Village Council of the Village of Palm Springs hereby approves the award of the RFP to CBIZ CPAS P.C. The Mayor or designee is hereby authorized to execute the Professional Services Agreement attached as Exhibit "A" with CBIZ CPAS P.C.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR			
KIM SCHMITZ VICE MAYOR			
GARY READY, MAYOR PRO TEM			
JOHNNIE TIECHE, COUNCIL MEMBER			
PATTI WALLER, COUNCIL MEMBER			

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

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
(ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **CBIZ CPAS P.C.,** a for-profit corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, and the Village is in need of a consultant to provide professional auditing services to perform the Village's annual financial audits inclusive of the Village's pension funds, Community Redevelopment Agency (CRA) funds, and all other applicable Village funds; and

WHEREAS, the necessary auditing services are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, Title 2 United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97, Florida Statutes, Section 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations; and

WHEREAS, the Village issued a Request for Proposal (RFP No. 2025R-001) consistent with Section 218.391, Florida Statutes, and the Village's Purchasing Code and Policy, for the competitive selection of the needed consultant ("RFP"); and

WHEREAS, the Consultant submitted a proposal in response to the RFP, which the Village's selection committee recommended as the most qualified responsive and responsive proposal; and; and

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

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

WHEREAS, the Village Council finds awarding this Agreement to the Consultant serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and Consultant agree as follows:

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

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide independent financial auditing services to the Village as more specifically described in RFP, which is incorporated herein by reference, and the Consultant's annual audit engagement letter, which is attached hereto as **Exhibit "A"**. The Village agrees to its responsibilities under professional auditing standards and Federal, State and local laws and regulations, which are further stipulated in Exhibit "A". Further, the Village is responsible for designating a qualified management-level individual to be responsible for signing the annual engagement letter which shall be in the substantially the same form as **Exhibit "A"** unless agreed in writing by the Village Manager.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement; it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be the audit for five (5) the fiscal years beginning with the fiscal year ending September 30, 2026, unless earlier terminated as stated herein. The parties may agree to extend the term for an additional five (5) fiscal years term.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the RFP.

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

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

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

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

1. Stop services on the date and to the extent specified including without limitation services of any sub-consultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

3. Continue and complete all parts of the services that have not been terminated.

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

SECTION 5: COMPENSATION.

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "B"; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed the amount set forth in Exhibit "B" for each fiscal year.** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Village under this Agreement and not set forth in Exhibit "B". If Consultant's rate changes due to alleged delays by the Village or third party, or other Village or third party caused issues significantly affecting the Consultant's fees, the Consultant shall notify the Village within ten (10) business days of such alleged delays or significant issues, and request a rate change. Failure to timely request a rate change will result in a waiver of such rate change. The Village Manager may approve a rate change up to the Village Manager's purchasing authority; all other rate changes will require Village Council approval.

b. Invoices. Consultant shall render invoices to the Village for services that have been rendered in conformity with this Agreement, Consultants proposal and Scope of services defined in the Exhibit "A". 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. Invoices will be reviewed for approval and if an invoice is not approved, the Village will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the Village shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the Village's receipt of Consultant's invoice.

SECTION 6: INDEMNIFICATION. Consultant, its officers, employees and agents 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 Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

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

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

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

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

SECTION 11: INSURANCE. Prior to commencing any services, Consultant shall provide proof of insurance coverage to the Village Clerk or designee. The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein. The Certificate(s) of Insurance must name the Village of Palm Springs as an additional insured. New certificates of insurance are to be provided to the Village upon request. Unless otherwise specified by the Village in writing, the Consultant shall provide insurance coverage as follows:

a. Workers' Compensation Insurance – as required by law.
b. Employer's Liability Insurance - $1,000,000 per occurrence, $1,000,000 for each disease, and $1,000,000 for aggregate disease
c. Comprehensive General Liability Insurance – with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for Bodily Injury and Property Damage.
d. Automobile Liability Insurance – for owned, non-owned and hired vehicles – with a limit of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
e. Professional Liability Insurance – in an amount of not less than $1,000,000 annual aggregate.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than $25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, product and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

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

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

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

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

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

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

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

following the date of being placed on the convicted vendor list. The Consultant 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 c/o Finance Director
226 Cypress Lane
Palm Springs, FL 33461

and if sent to Consultant, shall be sent to:

CBIZ CPAS P.C.
Attn: Moises D. Ariza, Shareholder
525 Okeechobee Blvd., Suite 750
West Palm Beach, FL 33401

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

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

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

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the 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 Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is approved by the Village Council and executed by the appropriate Village official.

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

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

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

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, reports, management letter(s), work product, specifications, calculations, supporting documents, or other non-confidential work papers which are to be prepared by the Consultant on behalf of the Village based upon the information to be provided by the Village ("deliverables), shall become the property of the Village. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents. The Village agrees the Consultant shall provide access to such work product and workpapers, provided such access does not undermine the independence or the validity of the audit process.

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

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

(a) Keep and maintain public records required by the Village to perform the service.

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

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

(d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of Consultant or keep and maintain public records required by the Village to perform the service. If Consultant transfers all public records to the Village upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE 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.

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

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

SECTION 36: SCRUTINIZED COMPANIES.

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

(b) If this Agreement is for one million dollars or more, Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors 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 Consultant, or any of its subconsultants are found to have submitted a false certification; or if Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section

215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

SECTION 37: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Village upon request;

(d) Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;

(e) Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

(f) Be aware that if the Village terminates this Agreement under Section 448.095(5)©, Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of this Agreement.

SECTION 38: SECTION 787.06 COMPLIANCE. The Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Annual Independent Financial Auditing Services) as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

By: _____
Kim Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

CONSULTANT: **CBIZ CPAS P.C.**

By: _____
Print Name: Moises Ariza
Print Title: Shareholder

[Corporate Seal]

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or □ online notarization on this 5th day of August 2025, by Moises Ariza , as the __Shareholder__ of CBIZ CPAS P.C. 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 CBIZ CPAS P.C. to the same.

Notary Seal:

JUDITH CHONG
Notary Public-State of Florida
Commission # HH 203266
My Commission Expires
November 30, 2025

By: _____
Notary Public Signature

EXHIBIT "A"
(Consultant's Annual Engagement Letter)

EXHIBIT "B"
(CONSULTANT'S RATE SCHEDULE)



RFP No. 2025R-001

PRICE SCHEDULE PROPOSAL FORM

Professional Fees and Expenses			
Description	**Hours**	**Hourly Rates**	**Total**
Partners	60	$ 495	$ 29,700
Manager	110	$ 345	$ 37,950
Supervisory Staff	170	$ 195	$ 33,150
Staff	160	$ 150	$ 24,000
		Discount	$(48,800)
		Total	**$** 76,000

Price of 5-Year Contract Term		
Audit Period Ending	**Total Hours Projected**	**Total Fee** (*)
September 30, 2026	500	$ 76,000
September 30, 2027	500	$ 77,000
September 30, 2028	500	$ 78,000
September 30, 2029	500	$ 79,000
September 30, 2030	500	$ 80,000
	Total	**$** 390,000

*If the Village is subject to a federal single audit, the fee will be $8,000. If the Village is subject to a state single audit, the fee will be $8,000.

Potential 5-Year Contract Extension at the end of First Contract Term		
Audit Period Ending	**Total Hours Projected**	**Total Fee (*)**
September 30, 2031	500	$ 81,000
September 30, 2032	500	$ 82,000
September 30, 2033	500	$ 83,000
September 30, 2034	500	$84,000
September 30, 2035	500	$ 85,000
	Total	**$ 415,000**

*If the Village is subject to a federal single audit, the fee will be $9,000. If the Village is subject to a state single audit, the fee will be $9,000.

***PLEASE AFFIX SIGNATURE WERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

CBIZ CPAs P.C.		April 23, 2025
Firm Name		Date
*Signature	Moises D. Ariza	Shareholder
	Print Name	Print Title
561.653.7300		561.653.7301
Telephone		Email Address
Toll Free #		Fax #

CBIZ CPAs P.C.

525 Okeechobee Boulevard
Suite 750
West Palm Beach, FL 33401

P: 561.653.7300

August 5, 2025

Village of Palm Springs, Florida
Attn: Mara Frederiksen, Finance Director
226 Cypress Lane
Palm Springs, FL 33461

Dear Honorable Mayor, Village Council and Village Manager:

You have requested that we audit 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", "the Client", "you," or "your"), as of September 30, 2026, and for the fiscal year then ended, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CBIZ CPAs P.C. ("CBIZ CPAs," "Firm," "we," "us," or "our"") will provide for the year ended September 30, 2026.

ENGAGEMENT OBJECTIVES AND OUR RESPONSIBILITIES

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements 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 opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. 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 auditing standards generally accepted in the United States of America ("GAAS") and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and 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.

Accounting principles generally accepted in the United States of America ("U.S. GAAP") as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information, such as management's discussion and analysis ("MD&A"), budgetary comparison schedules, condition rating of the Village's street system, Defined Benefit Pension Funds' Schedules, and Schedule of Changes in Total OPEB Liability and Relates Ratios, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, 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. As part of our engagement, we will apply certain limited procedures to the Village's required supplementary information ("RSI") in accordance with GAAS. These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule and related ratios – General Fund
- Budgetary Comparison Schedule and related ratios – ARPA Fund
- Condition Rating of the Village's Street System
- Defined Benefit Pension Funds' Schedules – Village Pension Trust Funds and State of Florida Pensions Plans
- Schedule of Changes in Total OPEB Liability and Related Ratios

Supplementary information other than RSI will accompany the Village's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of expenditures of federal awards and state financial assistance, if applicable
- Combining and Individual fund financial statements and schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements. Management of the Village is responsible for the other information included in the annual report. Our opinions on the basic financial statements do not cover the other information listed below, and we do not express an opinion or any form of assurance thereon:

- Introductory Section
- Statistical Section

It is our understanding that our auditors' report will be included in your annual report which is comprised of annual comprehensive financial report (ACFR) and that this annual report will be issued within nine (9) months after fiscal year end.

Auditor Responsibilities

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and State Financial Assistance* (Uniform Guidance) and in accordance with the Florida Single Audit Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards,* Uniform Guidance, and Chapter 10.550, Rules of the Auditor General, we will exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. 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.

2. Obtain an understanding of the system 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. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

3. 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, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Village's basic financial statements. Our report will be addressed to the governing body of the Village. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In addition, we will audit the Village's compliance over major federal award and state programs for the year ended September 30, 2026. Our audit will be conducted with the objectives of our expressing an and an opinion on compliance regarding the Village's major federal and state awards.

The objectives of our compliance audit is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Village complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Audit of Major Program Compliance

Our audit of the Village's major federal and state award programs compliance will be conducted in accordance with the requirements of the Florida Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, Florida Single Audit Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the Florida Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on the 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*, the Uniform Guidance, and Florida Single Audit Act, 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 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 entity's compliance with the requirements of the federal and state programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards,* Florida Single Audit Act, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Florida Single Audit Act.

Also, as required by the Uniform Guidance and Florida Single Audit Act, we will obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Village's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, 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 have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Village's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Significant Risks

AU-C Section 260, prescribed by the American Institute of Certified Public Accountants, is a comprehensive guide for the auditor's communication with those charged with governance. AU-C Section 260 points out that communicating significant risks, including fraud risks, helps those charged with governance understand those matters and better allows them to perform their oversight duties with regard to the financial reporting process. We have identified the following significant risk of material

misstatement as part of our audit planning, and are available to discuss these with your during the course of our audit:

- Management override of internal controls
- Improper revenue recognition

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. For the design, implementation, and maintenance of an effective system of internal control over the financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards and state received and expended during the period and the federal and state programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and Florida Single Audit Act;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award and state programs;
8. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the Village and others from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For the evaluation of the effectiveness of the Village's internal control over financial reporting using suitable and available criteria;
22. For providing us with management's written assessment about the effectiveness of the Village's internal control over financial reporting;
23. For supporting management's assessment about the effectiveness of the Village's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires)
24. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
25. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and state financial assistance, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Florida Single Audit Act, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards and state financial assistance, (c) to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains the schedule of expenditures of federal awards and state financial assistance and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards and state financial

assistance with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards and state financial assistance no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Management is responsible for all management decisions and performing all management functions including critical judgments and conclusions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any financial statement preparation services, assistance with the preparation of the Data Collection Form, bookkeeping services, tax services, or other services we or our associated company CBIZ, Inc. (or its related entities (collectively with CBIZ, Inc., "CBIZ")) provides.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Schedule of Expenditures of Federal Awards and State Financial Assistance

We will subject the schedule of expenditures of federal awards and state financial assistance to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards and state financial assistance is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. **It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action**

plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

Per federal requirements, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Village's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

ENGAGEMENT FEES

Our fees are based on the services to be provided hereunder, the timeliness and completeness of the information and documentation provided to us, firm technology, firm processes, and time required of personnel at our standard hourly rates. Our standard hourly rates are set forth in our response to RFP No. 2025R-001.

Additionally, our fees are dependent on the availability, quality, and completeness of the Village's records and, where applicable, upon the Village's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., Village employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Circumstances – including but not limited to those such as those listed in Appendix A – may arise during the engagement that may cause delay or significantly affect our fees.

Invoices are due to be paid consistent with the terms of the Professional Services Agreement with the Village. If our invoices for this, or any other engagements the Village may have with us, are not timely paid, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the Village pay all amounts due and/or submit a retainer to CBIZ CPAs before we resume such services. The Village agrees that if we suspend or terminate our services as a result of nonpayment by the Village, we will not be responsible for any consequences for the Village's failure to timely make payment to us.

LIMITATION OF LIABILITY

Unless otherwise prohibited by law or applicable professional standard and except for an event, cost, and/or expense covered by the insurance and indemnification provision set forth in the Professional Servies Agreement with the Village, you agree that CBIZ CPAs and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ CPAs pursuant to this engagement, except to the extent finally judicially determined to have resulted from the gross negligence, bad faith, or intentional misconduct of CBIZ CPAs. Unless otherwise prohibited by law or applicable professional standard, in no event shall either CBIZ CPAs or its personnel or the Village or its officers or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

Subject to and without waiving the Village's right to sovereign immunity, the Village hereby indemnifies CBIZ CPAs and its shareholders and other professionals, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a negligent misrepresentation by a member of the Village's management, which CBIZ CPAs and/or its shareholder and/or other professionals relied upon in performance of services under this Agreement. This indemnification will survive completion or termination of this agreement. The foregoing agreement to indemnify and hold harmless shall be limited to and shall not exceed the monetary thresholds set forth in section 768.28, Florida Statutes (2025).

OTHER MATTERS

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason not due to our own fault or negligence, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior

to completion upon no less than thirty (30) days prior written notice to the Village. If we resign, we shall only be compensated for such services accomplished through the date of termination upon presentation of such accomplished services to the Village.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the Village's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document.. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including without limitation, the alteration, addition or removal of data or information to or from such financial statements.

With regard to the electronic dissemination of the Village's financial statements, including financial statements published electronically on the Village's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

Background Checks

As a matter of our Firm policy, we may perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention.

Independence and Our Personnel

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. These services are being provided under the AICPA and Government Accountability Office (GAO) independence standards. If the Village becomes subject to Public Company Accounting Oversight Board ("PCAOB") or Securities and Exchange Commission ("SEC") independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA and Government Auditing Standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. CBIZ CPAs' acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

In addition, we will periodically reevaluate our independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether our independence may have been impaired in which case we may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior

management or the Board or the Elected Body, or entities that may have preexisting relationships with CBIZ or CBIZ CPAs or conflicts that could affect our independence.

Any discussions that the Client has with personnel of CBIZ CPAs or CBIZ regarding potential employment with the Client could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures which costs are due to the Client's failure to provide advance notice of employment offers will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, solely to the extent not prohibited by law, you agree to not solicit any of our employees involved in this engagement at any time while we are performing services for you or within one year thereafter; irrespective of whether they've worked on your account or not. However, this limitation shall not apply to employment via a general solicitation or open job posting which is not directed towards the employee or CBIZ CPAs.

Access to Working Papers; Confidentiality

Except as provided in the Professional Services Agreement with the Village, our workpapers and files for this engagement are the property of CBIZ CPAs. If we receive a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, we will, unless prohibited by law, provide written notice to the Client of such demand or request.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. CBIZ CPAs will treat the Client's confidential information in accordance with applicable professional standards. The Village acknowledges and agrees that we may disclose confidential information as directed by the Village or as permitted by law, rule, regulation, professional standards or guidelines, or the terms of this engagement letter. The Client authorizes CBIZ CPAs to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. CBIZ CPAs will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

In performing our engagement, we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of CBIZ CPAs, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and CBIZ CPAs has contractual agreements requiring confidential treatment of all client information.

In addition, the Village agrees that we may provide CBIZ with access to the Village's accounting, financial, and other records in our possession so that CBIZ can provide the Village with any services it has engaged them to perform.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that CBIZ CPAs makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that CBIZ CPAs is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.

Termination

Our engagement ends on the earlier of termination or resignation (including without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of our report. Except in the event of a default, we acknowledge your right to terminate our services at any time with not less than 30 days written notice, and you acknowledge our right to terminate our services and this agreement and resign at any time with not less than 30 days written notice in our sole and absolute discretion, subject in either case to our right to payment for all services accomplished through the date of termination or resignation. All terms which by their nature are reasonably intended to survive will survive termination, resignation or expiration.

Community Redevelopment Agency

As required by Chapter 163, Section 163.387(8), Florida Statutes, the Community Redevelopment Agency (a component unity of the Village) is to produce a stand-alone financial statements. In accordance with Florida Auditor General Rule 10.557(3), we will provide the required auditors' reports to be included in the CRA stand-alone financial statements.

Examination

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the City and CRA with 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter

Agreement

This letter supplements the Professional Services Agreement with the Village. It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Village and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Village.

In accordance with the requirements of *Government Auditing Standards*, our latest external peer review report of our Firm is available upon request.

Very truly yours,



Moises D. Ariza, CPA, CGMA
Shareholder, CBIZ CPAs P.C.

APPENDIX A

Village of Palm Springs, Florida
Circumstances Affecting Timing and Fee Estimate

The rate schedule provided to the Village in the Professional Services Agreement is based on certain assumptions. Circumstances caused by the Village or another third party may arise during the engagement that may significantly affect the targeted completion dates and our rate schedule. As a result, additional fees may be necessary if the Village or another third party causes delays or other significant issues. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.

2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will promptly provide the accounting personnel with a separate listing of required schedules and deadlines.

3. Weaknesses in the internal control structure.

4. Significant new issues or unforeseen circumstances as follows:

    a. New accounting issues that require an unusual amount of time to resolve.

    b. Changes or transactions that occur prior to the issuance of our report.

    c. Changes in the Village's accounting personnel, their responsibilities, or their availability that cause a delay in our schedule or materially increase our work.

    d. Changes in auditing requirements set by regulators.

5. Significant delays in the accounting personnel's assistance in the engagement or unreasonable delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the Client, are not located by the accounting personnel or made ready for our reasonable access.

6. A significant level of proposed audit adjustments is identified during our audit.

7. Changes in audit scope caused by events that are beyond our control.

8. Untimely payment of our invoices as they are rendered.

REQUEST FOR PROPOSALS

AUDITING SERVICES

RFP No. 2025R-001

VILLAGE OF PALM SPRINGS
FLORIDA

Publish Date:
March 24, 2025

Proposal Due Date & Time:
April 23,2025 at 2:00 PM
Local Time

Questions Deadline:
April 10, 2025

Where to Submit Proposals:
www.demandstar.com

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(561) 584-8200
Procurement@vpsfl.org

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The Village of Palm Springs, Florida, is seeking proposals from experienced, reliable, and qualified firms to provide auditing services, in accordance with the terms, conditions and specifications contained in this Request for Proposals ("RFP").

The Village of Palm Springs utilizes an electronic online service to notify, distribute, and submittal of its solicitation documents. The full set of the RFP documents will be available beginning **March 24, 2025**, from www.demandstar.com. Those interested in providing these services are instructed to submit a response electronically via DemandStar at www.demandstar.com.

The Proposer is responsible for ensuring that all pages are included in the submission. All proposers are advised to closely examine the RFP documents. Proposals must be submitted to www.demandstar.com on or before the deadline on **Wednesday, April 23, 2025, at 2:00 PM local time.** At **2:30 PM** all proposals received will be publicly opened and read via a virtual meeting. Late proposals will not be considered. Any questions regarding the completeness or substance of the RFP documents or the scope of services must be submitted in writing via email to the Procurement Manager at procurement@vpsfl.org.

Proposal Opening- Wednesday, April 23, 2025, at 2:30 PM Local Time.

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://events.gcc.teams.microsoft.com/event/a733a700-5769-4cb2-8ae5-af83eb141e0c@20801dc8-57d4-4c4b-b981-92be4d50e21c
- Meeting ID: 265 079 025 291
- Passcode: Tf7zt3e8

Deadline to submit RFP or scope of services questions: Questions must be submitted in writing to the Procurement Manager at procurement@vpsfl.org no later than the deadline **Thursday, April 10, 2025, at 5:00 PM local time.**

After receiving all proposals, a public meeting will be scheduled for the Village's Selection Committee to review and discuss the proposal rankings. The public meeting will be held at Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

The Village reserves the right, in its sole discretion, to accept or reject any or all proposals, in whole or in part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village consistent with the RFP.

Pursuant to Section 58-5 of the Village's Purchasing Code, this RFP is subject to a "Cone of Silence" as of the deadline date and time for the submission of a proposal, which remains in effect until the appropriate authority has approved an award recommendation, rejected all proposals or some other action by the Village to end this RFP's selection process. This limits and requires documentation of communication between potential proposers to this RFP, the Village's professional staff, and the Village Council members.

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

Village of Palm Springs
Publish: DemandStar, Palm Beach Post
Publish Date: March, 24,2025

(End of Advertisement)

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Proposal: any offer(s) submitted in response to this Request for Proposal.

Proposer: person or firm submitting a response to this Request for Proposal.

Solicitation or Request for Proposal ("RFP"): this solicitation documentation, including any and all addenda.

Proposal Submittal forms: describes the goods and/or services to be purchased and must be completed and submitted with the Proposal.

Village: refers to the Village of Palm Springs, Florida

Contract or Agreement: The RFP, all addenda issued thereto, all affidavits, the signed awarded agreement, and all related documents that comprise the totality of the contract or agreement between the Village and the Proposer.

Contractor: successful Proposer that is awarded a contract to provide the goods and/or services to the Village.

Responsible Proposer: a Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the RFP, and the integrity and reliability that will ensure good-faith performance.

Responsive Proposer: a Proposer whose Proposal conforms in all material respects to the terms and conditions included in the RFP.

2. CONE OF SILENCE

Pursuant to Section 58-5 of the Village's Purchasing Code, this RFP is subject to a "Cone of Silence" as of the deadline date and time for the submission of a proposal, which remains in effect until the appropriate authority has approved an award recommendation, rejected all proposals or some other action by the Village to end this RFP's selection process. This limits and requires documentation of communication between potential proposers to this RFP, the Village's professional staff, and the Village Council members.

3. ADDENDUM

The Village may issue an addendum in response to any inquiry received or of its own accord, prior to the closure of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any

accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form when any addenda have been issued.

4. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Purchasing Policy, as well as all other applicable local, State and Federal laws and regulations. Where conflict exists between this Solicitation and these legal requirements, the legal authority shall prevail in the following order: Federal, State, and local/Village.

5. CHANGE OF PROPOSAL

Prior to the scheduled Proposal deadline, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new Proposal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after the Proposal deadline.

6. WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Proposal deadline may withdraw a Proposal. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

7. PAYMENT TERMS

It is the policy of the Village that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Proposer upon receipt and acceptance of the goods and/or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the successful proposer during the evaluation. Proposers are requested to provide prompt payment terms in the space provided on the submittal signature page of the Solicitation.

9. PREPARATION OF PROPOSALS

(a) The RFP's forms define requirements of the goods and/or services to be purchased and must be completed and submitted with the Proposer's Proposal. Use of any other forms will result in the rejection of the Proposer's Proposal. All submitted RFP forms must be legible. Proposers shall use computer or ink to complete all such forms. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.

(b) An authorized agent of the Proposer's firm must sign the Proposal submittal form. Failure to sign the submittal form (Signature Page) of the RFP shall render the Proposal non-responsive.

(c) The Proposer may be considered non-responsive if RFPs are conditioned upon modifications, changes, or revisions to the terms and conditions of this Request for Proposal.

(d) The Proposer may submit alternate Proposals for the same RFP provided that such offer is allowable under the terms and conditions of this RFP. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".

(e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

(f) Late Proposals will not be considered for award. It is the Proposer's responsibility to ensure timely submittal by the due date and time to www.demandstar. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any RFP when it is in the best interest of the Village.

11. AWARD OF CONTRACT

(a) The contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in this RFP and determined to be in the best interests of the Village consistent with the criteria stated herein. The Village reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this RFP as deemed in its best interest. The Village shall be the sole judge of its best interest.

(b) The Village reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.

(c) The Village reserves the right to negotiate prices with the highest ranked, responsive and responsible Proposer, provided that the scope of services remains the same.

(d) The Proposer's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Proposal received by such Proposer.

(e) Award of this RFP may be predicated on compliance with, and submittal of all required documents as stipulated in this RFP.

(f) The Village reserves the right to request and evaluate additional information from any Proposer after the submission deadline as the Village deems necessary.

12. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any awarded purchasing agreement for a maximum period not to six (6) months to provide Village departments with continual service and supplies while a new purchase agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and/or services covered by this RFP. All goods furnished shall be fully guaranteed by the awarded Proposer against factory defects and workmanship for a minimum of 12 months. At no expense to the Village, the awarded Proposer shall correct any and all apparent and latent defects that may occur within the Proposer's and/or the manufacturer's standard warranty.

14. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the reasonableness of any Proposal. No guarantee is expressed or implied as to quantities or dollars that will be used during the awarded contract period. The Village is not obligated to place any order for the given quantities or amounts.

15. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the successful Proposer. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

16. CONTINUATION OF SERVICES

Any services that commences prior to and will extend beyond the expiration date of the awarded contract period shall, unless terminated by mutual written agreement between the Village and the successful Proposer, continue until completion at the same prices, terms, and conditions.

17. RFP PROTEST

Protests of this RFP or its award shall be in accordance with Section 58-6 of the Village Code.

18. LICENSES, PERMITS AND FEES

The successful Proposer(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the scope of services required herein. Damages, penalties, and/or fines imposed on the Village or a successful Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the successful Proposer.

19. SUBCONTRACTING

Unless otherwise specified in this RFP, the successful Proposer shall not subcontract any portion of the services without the prior written consent of the Village. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

20. ASSIGNMENTS

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of the awarded contract, including any rights, title, or interest therein, or its power to execute such awarded contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the awarded contract for default.

21. SHIPPING TERMS

Unless otherwise specified in the RFP, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

22. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the successful Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The successful Proposer shall provide

physically competent employee(s) capable of performing the services as required. The Village may require the successful Proposer to remove any employee who is providing services to the Village that the Village deems unacceptable. All employees of the successful Proposer shall wear proper identification while on Village property.

It is the successful Proposer's responsibility to ensure that all its employees comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the successful Proposer.

23. INDEMNIFICATION

By responding to this RFP, each Proposer shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from this RFP. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon.

24. COLLUSION

A Proposer recommended for award as the result of this RFP shall, within five (5) business days of the filing of such recommendation and upon request from the Village, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the recommended Proposer is not related to any of the other proposers submitting a proposal in response to this RFP or identifying all related parties; attesting that the Proposer's Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that recommended Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the recommended Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in this RFP, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

25. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Proposer to submit to an audit by an auditor of the Village's choosing at the awarded Proposer's expense. The awarded Proposer shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Proposer shall retain all records pertaining to this Agreement, and upon

request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

27. OFFICE OF THE INSPECTOR GENERAL

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

28. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this RFP.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

(a) Use of information only for performing services required by the contract or as required by law.
(b) Use of appropriate safeguards to prevent non-permitted disclosures.
(c) Reporting to the Village of Palm Springs any non-permitted use or disclosure.
(d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.
(e) Making Protected Health Information (PHI) available to the customer.
(f) Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
(g) Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
(h) Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

30 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

31. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA),

the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

32. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods and/or services to be acquired under this RFP are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

33. GOVERNING LAW AND VENUE

This RFP and any awarded contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

34. ATTORNEY'S FEES

In responding to this RFP, each Proposer agrees that any lawsuit filed in the judicial system, federal or state, arising from or related to this RFP and/or any awarded contract under this RFP, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

35. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of the awarded contract, the awarded Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

36. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to awarding a contract to a Proposer, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The awarded Proposer agrees to sign an authorization for the Village to access criminal background information on its employees. The costs for the background checks shall be borne by the Village.

37. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in this RFP, all labor, materials, and equipment required for the performance of the requirements of this RFP shall be supplied by the awarded Proposer.

38. MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wage laws, as may be applicable to the awarded contract.

39. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods and/or services, not listed in this RFP, during the contract term. When such requirements are identified, the Village may request price quote(s) from the successful Proposer(s). The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods and/or services from the successful Proposer or another vendor.

40. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with this RFP shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after RFP opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If a Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law disclosure, then the Proposer, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from disclosure must be clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE If a public records request is received for the identified information, the Village will use its best efforts to work with the Proposer on any disclosure; however, the Village's determination as to the disclosed information shall be final. The Proposer is free to pursue any and all legal rights it may have to prevent any disclosure. By responded to this RFP, each Proposer agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss, claims, actions, suits, or damages incurred by any person or entity arising from or as a result of the Village's disclosure of the Proposer's proposal or other information submitted to the Village including, but not limited to, reasonable attorney's fees and costs at all trial and appellate levels. .

41. CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Village. Further, all Proposers must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this RFP and may be grounds for further disqualification from participating in any future RFPs or RFPs with the Village.

42. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit an Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

43. OTHER GOVERNMENTAL AGENCIES

If a Proposer is awarded a contract as a result of this RFP, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

44. PROPOSER'S COSTS

The Village shall not be liable for any costs incurred by Proposers in responding to this RFP.

45. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the successful Proposer's personnel proposed for the awarded contract shall be available for the initial contract term. In the event the successful Proposer wishes to substitute personnel, the successful Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

46. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this RFP is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

47. PURCHASE ORDER

The Village will not accept any goods delivered and/or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

48. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, Vendor shall:

(a) 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.

(b) 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.

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement.

(d) Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes Vendor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

SPECIAL CONDITIONS

1. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms that can provide auditing services for the Village of Palm Springs and the Village's two pension trust funds and the Community Redevelopment Agency. The Village expects each Proposer to clearly outline its best and most comprehensive resources in its Proposal, in accordance with the terms, conditions, and specifications contained in this RFP.

2. TERM OF CONTRACT

The awarded agreement is anticipated to be awarded for a period of five (5) years, contingent upon the successful Proposer's completion and submittal of all required RFP documents and other requested information.

3. OPTIONS TO RENEW

Upon mutual agreement of the Village Council and the successful Proposer, the awarded agreement may include one (1) renewal option of five (5) years.

4. ELIGIBILITY AND MINIMUM REQUIREMENTS

To be eligible to respond to this RFP and be considered for award, the Proposer must demonstrate to the satisfaction of the Village that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as an independent external financial auditor to a municipality, other local government, or quasi-governmental organization.

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in rejection of the Proposal. Proposers shall submit written documentation such as letters of reference and a list of clients who are public entities, as evidence that they meet the requirement stated above. Letters of reference shall not be older than three (3) years.

a. Proposers must certify that they are qualified and licensed to provide auditing services and practice in the State of Florida.

b. Proposers must have at least five (5) years' experience in satisfactorily providing the proposed services to a municipality, other local government or quasi-governmental entity.

c. The principals of the firm(s) have performed continuous certified public accounting (CPA) services for a minimum of five (5) years.

d. The Proposer must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

e. The assigned professional personnel of the Proposer must have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.

f. The Proposer is independent of the Village of Palm Springs, as defined by generally accepted auditing standards and Government Auditing Standards.

g. The Proposer must submit a copy of the two most recent external quality control review reports and letters of comment, along with a statement indicating whether the reviews included a review of specific governmental engagements.

h. The manager and senior auditor must have experience auditing one or more similar governments, specifically as to size and services provided, where all applicable Governmental Accounting Standards Board Statements have been implemented.

i. The manager and senior auditor must have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, the provisions of OMB Circular A-133, Audits of State and Local Governments, and the Rules of the Auditor General of the State of Florida.

5. AUDTING STANDARDS

To meet the requirements of this RFP, the audit must be performed in accordance with the following standards:

a. Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)

b. Government Auditing Standards issued by the Comptroller General of the United States

c. OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations

d. Federal Single Audit Act, as amended

e. Florida Single Audit Act

f. Rules of the Auditor General, State of Florida

g. Rules of the Florida Department of Financial Services

h. Section 218.39, Florida Statutes and any other applicable Florida Statutes

6. INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received by the Village Clerk or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the Village of Palm Springs shall be notified at least thirty (30) days in

advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The selected Proposer must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured, and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

Unless otherwise specified by the Village, The selected Proposer shall provide insurance coverage as follows:

(a) Workers' Compensation Insurance – as required by law.
(b) Employer's Liability Insurance - $1,000,000 per occurrence, $1,000,000 for each disease, and $1,000,000 for aggregate disease
(c) Comprehensive General Liability Insurance – with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for Bodily Injury and Property Damage.
(d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
(e) Professional Liability Insurance - in an amount of not less than $1,000,000 annual aggregate.

If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than $25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, product and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

7. CERTIFICATIONS

Any Proposer that submits proposal in response to this RFP shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Proposer to perform the work proposed for this project. If other professions are required in conjunction with this RFP and such services will be performed or provided by a sub-consultant(s), an applicable Certificate of Competency issued to the sub-consultant(s) shall be submitted with the Proposer's proposal; provided, however, that the Village may at its option and in its best interest allow the Proposer to supply the sub-consultant(s) certificate to the Village during the evaluation period.

8. OTHER FORMS OR DOCUMENTS

If the Village is required by the selected Proposer to complete and execute any other forms or documents in relation to this RFP, the terms, conditions, and requirements in this RFP shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Proposer's forms or documents.

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GENERAL INFORMATION AND PURPOSE

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms that can provide auditing services for the Village of Palm Springs and the Village's two pension trust funds and the Community Redevelopment Agency. The Village expects each Proposer to clearly outline its best and most comprehensive resources in its response, in accordance with the terms, conditions, and specifications contained in this Request for Proposal. The Village is requesting proposals from qualified firms of certified public accountants to audit its general purpose financial statements for fiscal years ending September 30, 2025 through September 30, 2029 with one (1) five year renewal options. The audits shall be conducted for the purpose of forming an opinion on the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. It is essential that the auditor selected has extensive experience in governmental auditing and reporting standards as currently promulgated by the GASB and the Industry Audit Guide. The firm ultimately selected will provide full audit services for the project as directed by the Village. The option to renew is subject to review and recommendation by the Village.

BACKGROUND

The Village of Palm Springs, Florida, is a municipal corporation of the State of Florida, incorporated in 1957. The Village operates as a Council-Manager form of government and provides the following services: public safety, public works, planning, zoning and building, parks and recreation, library, general administration, and water and sewer utility. The Village also has a Community Redevelopment Agency (CRA) which oversees two districts: Lake Worth Rd District and Congress Ave District. The Village has approximately 232 full-time employees. The most recent population estimate is 27,213. More detailed information on the Village can be found in the Annual Comprehensive Financial Report (ACFR) and the Annual Budget Document. The most recent ACFR is available on the Village's web site at www.vpsfl.org.

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SCOPE OF SERVICES

Per Section 218.39, Florida Statutes, requires each local government entity to have completed within nine (9) months of each fiscal year-end, an annual financial audit of its accounts and records. The Village is soliciting Proposals from qualified Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial operations of the Village, the Village of Palm Springs General Employee Pension Fund, the Village of Palm Springs Police Employee Pension Fund and the Community Redevelopment Agency. The audit shall be conducted for the purpose of forming an opinion on the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

A. General Tasks and Deliverables

The following general tasks and deliverables are required of the selected Proposer:

a. The selected Proposer, as auditor, shall perform an annual examination of the basic financial statements of the Village, to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles.

b. The auditor shall perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

c. The auditor shall evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the selected Proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.

d. The auditor shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.

e. The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an “in- relation-to” report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.

f. The auditor is not required to audit the statistical section of the report; however, the auditor is responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

g. The scope of the audit shall include any additional activities necessary to establish compliance with the term “financial audit” as defined and used in Government Auditing Standards.

h. The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States Office of Management and Budget (OMB) Circular No. A-133; other applicable Federal laws; and the Florida Single Audit Act. Currently the Village does not meet the requirement for a single audit; however, it may be required during the term of this contract.

i. The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.

j. The audit shall include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report.

B. Documents and Reporting

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following reports with regard to the basic financial statements of the Village of Palm Springs:

a. A report on the basic financial statements. This report must include, at a minimum:
   i. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;

   ii. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons; therefore, and

   iii. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.

b. A report on compliance and internal control over financial reporting.

c. A report on compliance and internal control over compliance applicable to each major federal program and state project.

d. A management letter as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weakness observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.

e. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
   i. An “in-relation-to” report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
   ii. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.

f. Irregularities and Illegal Acts—The auditor shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor or the Village Council, Village Manager, Finance Director as appropriate.

C. Audit Schedule

Timeliness is critical in the performance of the audit. The auditor shall coordinate with the Village Finance Director and endeavor to accomplish the audit in a phased- in approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the auditor throughout the year to assist in this regard. It is anticipated that each of the following shall be completed by the auditor no later than the dates indicated:

a. Interim Work: All interim work shall be accomplished prior to September 30.

b. Schedules to be prepared by the Village: Upon consensus with Finance staff, the auditor shall provide the Finance Director or designee, by August 31, a list of all schedules to be prepared by the Village. The schedules will be made available to the auditor no later than November 21.

c. Fieldwork: The auditor shall complete all fieldwork including that required by the single audit by January 31.

The auditor shall report to the Village, at least bi-weekly, the status of any potential audit adjustments so that the Village may have an adequate opportunity to investigate, gather information and respond if necessary.

D. Date Final Reports are Due

The auditor shall deliver, in draft form, all required reports listed in Section C. Document and Reporting by February 15. Responses to management letter comments and single audit findings will be prepared by the Village and returned to the auditor for review by February 22. All final required reports shall be delivered by March 1. A minimum of 20 copies of each report shall be provided to the Village, and a bound copy as well as a final report printed to .PDF as opposed to scanned to .PDF.

E. Presentation to the Village Council

The partner in charge of the audit or other CPA assigned to the audit shall attend one or more public meetings, as deemed necessary by the Village Council, for discussion of the audit report.

F. Additional Services

The Village may issue one or more official statements for the sale of bonds during the term of the contract. The official statement will contain the basic financial statements or an extraction from the Annual Comprehensive Financial Report. The auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, “comfort letters” and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Village shall be included in the base fee submitted by the Proposer.

G. Working Papers Retention and Access to Working Papers

The work papers are the property of the auditors and shall be held locally for a period of five years. Work papers shall be available for examination or duplication, without charge, to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village of Palm Springs in accordance with Federal Law, State Law and other regulations. Working papers shall also be made available for examination, at no charge, or duplication at a reasonable charge, to subsequent auditors engaged by the Village.

The auditors shall notify the Village immediately if any regulatory or other government agencies request a review of the audit work papers concerning the Village of Palm Springs or any other government client audited by the audit firm.

H. Other Requirements

The auditor shall notify the Village immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. Auditor shall make an immediate written report of all irregularities and illegal acts.

The auditor must designate two (2) "key members" of the audit team. The Village shall reserve the right to approve any substitutions or changes in those staff designated as "key".

The auditor shall provide the Village of Palm Springs with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Village of Palm Springs.

I. Information to be Provided by the Village

The Village will provide, at a minimum, the following information to assist the auditor in performing the annual audit:

a. General Ledger Trial Balance at September 30 and any other time periods requested by auditor.

b. Statements of Revenues and Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30, and any other time periods requested by auditor.

c. Various schedules and worksheets designed to assist and provide backup information to the auditor.

d. Electronic file (Excel format) containing end of year general ledger, revenue and expenditure balances for all accounts in the Village's accounting system for download into auditor software.

e. Confirmation letters.

f. Paid invoices, canceled checks and other supporting documentation as requested by the auditor.

g. Other information requested by the auditor and mutually agreed upon by the Village CFO.

RESPONSE REQUIREMENTS

A. Submittal Requirements

In response to this Solicitation, the Proposer must submit its proposal to www.demandstar.com for consideration. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed (in blue ink) as required.

The Proposal shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

B. Proposal Requirements

The proposal must name all persons or entities interested in the proposal as principals. In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in the case of a corporation, the names and addresses of its officers. Proposals must be signed by the person or member of the firm making the proposal, and in the case of a corporation, by an authorized officer or agent subscribing the name of the Corporation and his or her own name.

a. At a minimum, Proposals must include the following information:

i. Table of contents providing a clear identification of the material by section and by page number.

ii. Description and history of the make-up and composition of the firm.

iii. Relevant government auditing experience of firm.

iv. Not less than three (3) Florida Municipal references for which the firm has performed similar work within the last 3 years. Please note that proposals must include an Annual Comprehensive Financial Report from one of the references.

v. Total staff available for this audit and the anticipated hours of audit work to be performed by various levels of staff.

vi. Resumes of partners, managers and other supervisory staff assigned to this audit, which must include the following information:

1. Formal education - Supplemental education relative to governmental accounting and auditing

2. Experience in public accounting in general

3. Experience in private business or government

4. Experience in auditing governmental units

5. Membership in various national and state governmental accounting boards, Committees or associations (past and present)

6. Professional recognition, such as Certified Public Accounting licenses, Awards, etc.

vii. A statement setting forth that the Proposer understands the work to be done and a positive commitment to meet or exceed specifications stated in this Solicitation, and a positive commitment to perform the work within the time period specified.

b. The Proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this Request for Proposals.

c. Proposers shall provide the following information on their audit approach:

i. Proposed segmentation of the engagement

ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement

iii. Sample size and the extent to which statistical sampling is to be used in the engagement

iv. Extent of use of EDP software in the engagement

v. Type and extent of analytical procedures to be used in the engagement

vi. Approach to be taken to gain and document an understanding of the internal control structure

vii. Approach to be taken in determining laws and regulations that will be subject to audit test work

viii. A tentative schedule for performing key aspects of the audit

ix. A fee schedule for the complete audit

d. Provide pricing information in the format shown in Section, Schedule of Fees, for each year of the contract, including the one (1) five-year option to renew. Include staff hourly rates to be used for any additional work which may be requested by the Village which is outside the scope of this contract.

e. The auditor is free to include any promotional material pertaining to the auditor or audit firm; however, such promotional material shall not be considered the Proposal in and of itself. All promotional materials will be considered supplemental information.

f. Copy of CPA license for all individual CPAs assigned to the audit and for the firm in the State of Florida.

g. Documentation from Florida's Board of Accountancy that the licenses described above are indeed active and in good standing.

h. Positive affirmation that all CPAs assigned to the engagement have properly maintained CPE in governmental accounting as required by the Board of Accountancy.

i. Positive affirmation that all CPAs assigned to the engagement have attended "Ethics for Governmental CPAs in Florida".

j. Location of the office from which the audit will be conducted and number of personnel in that office who would be working on the audit.

k. Copy of the two most recent external quality control review reports and letters of comment along with a statement indicating whether the reviews included a review of specific governmental engagements.

l. Results of any Federal or State desk review or field audits during the past three (3) years.

m. Circumstances and status of any disciplinary actions taken or pending against the firm or any partners or employees of the firm by State regulatory bodies or professional organizations during the past three (3) years.

n. The Proposer shall describe any litigation or proceeding whereby, during the past three (3) years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.

o. Description of Proposer's experience in preparing governmental financial statements, and in aiding in obtaining the Certificate of Achievement for Excellence in Financial Reporting. The Village has received the Certificate of Achievement for the last thirty-seven (37) consecutive years (1988-2024) and will prepare an Annual Comprehensive Financial Report for each year of the contract.

RFP PROCESS

Request for Proposal

Request for Proposals documents are available beginning **March 24, 2025**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from www.DemandStar.com.

Schedule of Events

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	03/24/2025	N/A
Deadline for Written Questions	04/10/2025	5:00 PM
Final Date for Addendum	04/14/2025	5:00 PM
Due Date for Proposals	04/23/2025	2:00 PM
Proposal Opening	04/23/2025	2:30 PM
Evaluation Process Begins	04/24/2025	N/A
Selection Committee Meeting	05/05/2025	3:00 PM
Consideration/Award by Village Council	06/12/2025	6:30 PM

Award of the Contract by Village Council

As soon as practicable, after the meeting of the Selection Committee, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village consistent with this RFP. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall negotiate and execute the Agreement for Professional Services.

Evaluation and Scoring

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Council in accordance with section 218.39, Florida Statutes. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm.

The Evaluation Criteria is made up of the categories below that collectively represent a **Total Point Value of 100 points**, as described herein. The points indicated below as "Potential Points" are the maximum that

can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

1. TECHNICAL CRITERIA **(Maximum Potential Points – 25)**
   Proposer's relevant experience, qualifications, past performance and experience, and qualification of key personnel who will be assigned.

2. AUDIT APPROACH **(Maximum Potential Points – 30)**
   Proposer's approach to providing the services requested in this Solicitation.

3. LOCAL PREFERENCE **(Maximum Potential Points – 15)**
   Proposer's located in Palm Beach County

4. TOTAL OF FEES OVER FIVE-YEAR PERIOD **(Maximum Potential Points – 20)**
   The Price Schedule Proposal Form will be evaluated to determine the potential points for each firm.

5. REFERENCES **(Maximum Potential Points – 10)**
   This category will be evaluated based on the ratings and specific comments provided by the references.

EVALUATION CATEGORIES	POTENTIAL POINTS
Technical Criteria	25
Audit Approach	30
Local Preference	15
Total of Fees over Five-Year Period	20
References	10
Total of Points	100

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc.

In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

The Selection Committee may request firms to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking or depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

If you have any questions concerning the RFP Process or Submission Requirements, please submit your questions via email to the Procurement Manager at procurement@vpsfl.org.

(Remainder of page left blank intentionally)

SUBMISSION REQUIREMENTS

Project Name: Audit Services

Proposal Number: RFP 2025R-001

The following items must be included in the proposal response:

1. Letter of Interest
2. Copy of Submission Requirements form
3. Price Schedule Proposal Form (3 pages)
4. Attachments A -J
5. E-Verify Support (Memorandum of Understanding)
6. W-9 Form
7. Certificate of Liability Insurance
8. Supplemental Forms

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

PRICE SCHEDULE PROPOSAL FORM

Professional Fees and Expenses			
Description	**Hours**	**Hourly Rates**	**Total**
Partners		$	$
Manager		$	$
Supervisory Staff		$	$
Staff		$	$
		Total	**$**

Price of 5-Year Contract Term		
Audit Period Ending	**Total Hours Projected**	**Total Fee**
September 30, 2026		$
September 30, 2027		$
September 30, 2028		$
September 30, 2029		$
September 30, 2030		$
	Total	**$**

Potential 5-Year Contract Extension at the end of First Contract Term		
Audit Period Ending	**Total Hours Projected**	**Total Fee**
September 30, 2031		$
September 30, 2032		$
September 30, 2033		$
September 30, 2034		$
September 30, 2035		$
	Total	**$**

***PLEASE AFFIX SIGNATURE WERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Firm Name Date

*Signature Print Name Print Title

Telephone Email Address

Toll Free # Fax #

Applicable License(s) #	Type
Federal Identification Number	

(Remainder of page left blank intentionally)

ATTACHMENT A: PROPOSAL CERTIFICATION FORM

(Proposer must complete, sign and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the Village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits

_____ Physical address outside of Village of Palm Springs but within Palm Beach County

_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as [Title:] _____ of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

_____ (Signature)

_____ (Date)

ATTACHMENT D: VENDOR CONFLICT OF INTEREST DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes,* and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of $7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluating team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering a contract or purchase order in excess of $7,500.00 with the Village.

INSTRUCTIONS: Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

_____
NAME OF VENDOR

_____
NAME OF PERSON COMPLETING FORM

_____
RELATIONSHIP TO VENDOR

_____
ADDRESS

_____
CITY, STATE, ZIP TELEPHONE NUMBER

_____
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____

☒ Request for Proposal / Qualifications (specify) __RFP 2025R-001_____

☐ Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

_____ _____

Signature Date

_____ _____

Printed Name Title

ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Proposer)

   is _____.

2. My relationship to _____
(firm name of Bidder/Proposer)

   is _____.
(relationship such as a sole proprietor, partner, president, vice president)

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

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

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

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

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

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

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

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

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

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

CONTRACTOR: By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF_____

COUNTY OF_____

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

a. He/ She is _____ of _____ __the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2025R-001 Title: Audit Services_____

b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any

e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

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

_____

Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☐ or online ☐ notarization, this _____ day of _____, 2025 by _____

ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

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

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal of a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

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

_____
Authorized Signature

_____
Date Signed

« « « « « « « Notary on the following page » » » » » » »

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20____ ☐ Personally known

or ☐ Produced Identification _____ .
(Specify Type of Identification)

_____
Signature of Notary

[NOTARY STAMP]

Commission Expires: _____

ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and

ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

_____
Name

_____
Title

_____
Date

_____
Signature

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2025R-001 Audit Services

Reference: _____
(Company Name providing Reference)

Name/Title: _____
(Name and Title of Person providing Reference)

Project/Service: _____
(Project/Service which references are being provided)

Project Manager: _____
(Project for which references are being provided)

Telephone: _____ Fax: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		

6.	Rate the overall quality of the work.		
7.	Rate the technical competence of the firm and its personnel.		
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No		

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

_____

Signature Date

AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the vendor identified below (the "**Vendor**"), having full knowledge of the statements contained herein, hereby certifies to the Village of Palm Springs, a political subdivision of the State of Florida (the "**Village**"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the Village on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the Village in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the Village and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the Village may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Fifteenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the Village as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20_____.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

VENDOR:

By: _____

PRINTED NAME: _____

Its: _____

(Remainder of page intentionally left blank)

RFP No. 2025R-001
Auditing Services
Virtual E-Proposal Submittal Deadline - April 23, 2025 at 2:00 PM

Staff Present: Sylvia Ward, Procurement Manager
Kim Wynn, Village Clerk

Meeting Start: 2:30 PM
Meeting End: 2:33 PM

Name	Phone Number	Address
Caballero Fierman Llerena & Garcia, LLP	305-680-5145	2255 Glades Road, Suite 324A , Boca Raton, Florida 33431
Anthony Brunson, P.A.	954-874-1721	3350 SW 148th Avenue Suite 110, Miramar, Florida 33027
Citrin Cooperman	954-771-0896	6550 N Federal HwySte 410, Fort Lauderdale, Florida 33308
CBIZ	561-653-7300	525 Okeechobee Boulevard, Suite 750 , West Palm Beach, Florida 33401
Grau & Associates	561-994-9299	1001 W Yamato Road, Suite 301 , Boca Raton, Florida 33431

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Parks & Recreation

ITEM #4: Approval of the Emergency Food Services Agreement

SUMMARY: The Village issued a Request for Proposals (RFP) No. 2025R-003 for Emergency Food Services to ensure the availability of food provisions for essential personnel responding to a prolonged emergency event. Cotton Commercial USA, Inc. submitted a proposal in response to the RFP and has demonstrated the experience and capability to provide such services on an emergency basis in a professional and competent manner.

This Agreement establishes a contractual mechanism for essential food services anticipated to be required by the Village to support staff assigned to work during a hurricane or other disaster to safeguard public health, safety, and welfare. The Agreement does not obligate the Village to utilize Cotton Commercial USA, Inc. for services; however, in the event of a natural disaster or emergency, the Village may contact the vendor to initiate services.

Note: Essential personnel are expected to report to the Village Emergency Operations Center (EOC) with three (3) days supply of food and water to be self-supporting during initial emergency response. The proposed food service would be initiated during an ongoing emergency response period.

FISCAL IMPACT:
Cotton Commercial USA, Inc. acknowledges that the Village may seek reimbursement from the State of Florida or federal government, and that reimbursement eligibility is contingent upon the inclusion of all required FEMA provisions in the Agreement.

ATTACHMENTS:
1. Resolution No. 2025-56 - Contract Agreement for Emergency Svcs RFP 2025R-003
2. RFP No. 2025R-003 Solicitation Documents
3. E-Proposal Submittal Sheet
4. Village of Palm Springs - Contractor Agreement

RESOLUTION 2025-56

A RESOLUTION OF THE VILAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE AWARD AND AGREEMENT WITH COTTON COMMERCIAL USA INC., TO PROVIDE EMERGENCY FOOD SERVICES TO THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs must ensure the availability of food provision in the event of an emergency; and

WHEREAS, the Parks and Recreation Department advertised a Request for Proposal No. 2025R-003 ("RFP") in the Palm Beach County Legal Notices Website on June 23, 2025; and

WHEREAS, Cotton Commercial USA, Inc., located at 5443 Katy Hockley Cutoff Road, Katy, Texas 77493, responded to the RFP with a proposal to provide the necessary food services to the Village in the event of an emergency; and

WHEREAS, the Village's Selection Committee recommends the award of the RFP to Cotton Commercial USA, Inc., as the most qualified, responsible, and responsive proposal; and,

WHEREAS, the Village desires to award the RFP to and enter an agreement with Cotton Commercial USA, Inc., which award and agreement serve a valid public purpose.

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

Section 1: The Village Council of the Village of Palm Springs approves the award of the RFP to Cotton Commercial USA, Inc., and approves entering an agreement with Cotton Commercial USA, Inc., for the provision for food services in the event of an emergency.

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR			

KIM SCHMITZ VICE MAYOR

GARY READY, MAYOR PRO TEM

JOHNNIE TIECHE, COUNCIL MEMBER

PATTI WALLER, COUNCIL MEMBER

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

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY:_____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

REQUEST FOR PROPOSALS

Emergency Food Services

RFP No. 2025R-003

VILLAGE OF PALM SPRINGS
FLORIDA

Publish Date:
June 23, 2025

Questions Deadline:
July 13, 2025 at 5:00 PM

Proposal Due Date & Time:
July 23, 2025, at 2:00 PM
Local Time

Where to Submit Proposals:
www.demandstar.com

The Village of Palm Springs

Procurement Division
226 Cypress Lane
Palm Springs, FL 33461

REQUEST FOR PROPOSALS FOR EMERGENCY FOOD SERVICES

The Village of Palm Springs, Florida (Village) is seeking electronic proposals from experienced, reliable, and qualified suppliers to provide water, drinks, food, on-site preparation, and supplies to the Village prior to, during, and/or after an emergency occurs, in accordance with the terms, conditions and specifications contained in this Request for Proposals (RFP).

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract(s). The selected supplier(s) shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The Village utilizes an electronic online service to notify, distribute, and submittal of its solicitation documents. The full set of the RFP documents will be available beginning June 23, 2025, from www.demandstar.com. Those interested in providing these services are instructed to submit a response electronically via Demandstar at www.demandstar.com.

Participants are responsible for ensuring that all pages are included in the submission. All participants are advised to closely examine the RFP documents. Submission must be made through www.demandstar.com on or before the deadline on **Wednesday, July 23, 2025, 2:00 PM EST**. At 2:30 PM all submissions received will be publicly opened and read via a virtual meeting. Late submissions will not be considered. Any questions regarding the completeness or substance of the RFP documents or the scope of services must be submitted in writing via email to the Procurement Manager at procurement@vpsfl.org.

Deadline to submit RFP or scope of services questions: Questions must be submitted in writing to the Procurement Manager at procurement@vpsfl.org no later than the deadline July 13, 2025, 5:00 PM EST.

Virtual Proposal Opening Meeting July 23, 2025, at 2:30 PM EST

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://events.gcc.teams.microsoft.com/event/91079380-d3fb-4ac6-8f81-2d03b2ff2781@20801dc8-57d4-4c4b-b981-92be4d50e21c
- Meeting ID: 212 118 990 460
- Passcode: t9pT7Um3

The Village reserves the right, in its sole discretion, to accept or reject any or all submissions, in whole or in part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village consistent with the RFP.

Pursuant to Section 58-5 of the Village's Purchasing Code, this RFP is subject to a "Cone of Silence" as of the deadline date and time for the submission of a proposal, which remains in effect until the appropriate authority has approved an award recommendation, rejected all proposals or some other action by the Village to end this RFP's selection process. This limits and requires documentation of communication between potential proposers to this RFP, the Village's professional staff, and the Village Council members.

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

Village of Palm Springs
Publish: DemandStar, Village Website
Publish Date: June 23, 2025

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Proposal: any offer(s) submitted in response to this Request for Proposals.

Proposer: person or firm submitting a response to this Request for Proposals.

Solicitation or Request for Proposals ("RFP"): this solicitation documentation, including any and all addenda.

Proposal Submittal forms: describes the goods and/or services to be purchased and must be completed and submitted with the Proposal.

Village: refers to the Village of Palm Springs, Florida

Contract or Agreement: The RFP, all addenda issued thereto, all affidavits, the signed awarded agreement, and all related documents that comprise the totality of the contract or agreement between the Village and the Proposer.

Contractor: successful Proposer that is awarded a contract to provide the goods and/or services to the Village.

Responsible Proposer: a Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the RFP, and the integrity and reliability that will ensure good-faith performance.

Responsive Proposer: a Proposer whose Proposal conforms in all material respects to the terms and conditions included in the RFP.

2. TERM OF CONTRACT

The Village intends to award this contract for an initial period of three (3) years, the first term starting from the commencement date stated in the executed contract.

3. OPTIONS TO RENEW

Upon the expiration of the Initial Term, the possibility of two (2) one (1) year renewals will be available, dependent on annual appropriation of funds by the Village Council and mutual agreement by both parties.

4. INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFP until certification or proof of insurance has been received by the Village Clerk or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The selected Proposer must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured, and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

Unless otherwise specified by the Village, The selected Proposer shall provide insurance coverage as follows:

(a) Workers' Compensation Insurance – as required by law.
(b) Employer's Liability Insurance - $1,000,000 per occurrence, $1,000,000 for each disease, and $1,000,000 for aggregate disease
(c) Comprehensive General Liability Insurance – with limits of $1,000,000 per occurrence and $2,000,000 in the aggregate for Bodily Injury and Completed Products/Operations.
(d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.

The Village reserves the right to require such deductibles, but not more than $25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, product and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

5. CERTIFICATIONS

Any Proposer that submits proposal in response to this RFP shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Proposer to perform the work proposed for this project. If other professions are required in conjunction with this RFP and such services will be performed or provided by a sub-consultant(s), an applicable Certificate of Competency issued to the sub-consultant(s) shall be submitted with the Proposer's proposal; provided, however, that the Village may at its option and in its best interest allow the Proposer to supply the sub-consultant(s) certificate to the Village during the evaluation period.

6. CONE OF SILENCE

Pursuant to Section 58-5 of the Village's Purchasing Code, this RFP is subject to a "Cone of Silence" as of the deadline date and time for the submission of a proposal, which remains in effect until the appropriate authority has approved an award recommendation, rejected all proposals or some other action by the Village to end this RFP's selection process. This limits and requires documentation of communication between potential proposers to this RFP, the Village's professional staff, and the Village Council members.

7. ADDENDUM

The Village may issue an addendum in response to any inquiry received or of its own accord, prior to the closure of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form when any addenda have been issued.

8. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Purchasing Policy, as well as all other applicable local, State and Federal laws and regulations. Where conflict exists between this Solicitation and these legal requirements, the legal authority shall prevail in the following order: Federal, State, and local/Village.

9. CHANGE OF PROPOSAL

Prior to the scheduled Proposal deadline, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new Proposal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after the Proposal deadline.

10. WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Proposal deadline may withdraw a Proposal. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

11. PAYMENT TERMS

It is the policy of the Village that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Proposer upon receipt and acceptance of the goods and/or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

12. DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the successful proposer during the evaluation. Proposers are requested to provide prompt payment terms in the space provided on the submittal signature page of the Solicitation.

13. PREPARATION OF PROPOSALS

(a) The RFP's forms define requirements of the goods and/or services to be purchased and must be completed and submitted with the Proposer's Proposal. Use of any other forms will result in the rejection of the Proposer's Proposal. All submitted RFP forms must be legible. Proposers shall use computer or ink to complete all such forms. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.

(b) An authorized agent of the Proposer's firm must sign the Proposal submittal form. Failure to sign the submittal form (Signature Page) of the RFP shall render the Proposal non-responsive.

(c) The Proposer may be considered non-responsive if RFPs are conditioned upon modifications, changes, or revisions to the terms and conditions of this Request for Proposals.

(d) The Proposer may submit alternate Proposals for the same RFP provided that such offer is allowable under the terms and conditions of this RFP. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".

(e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

(f) Late Proposals will not be considered for award. It is the Proposer's responsibility to ensure timely submittal by the due date and time to www.demandstar. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

14. CANCELLATION OF SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any RFP when it is in the best

interest of the Village.

15. AWARD OF CONTRACT

(a) The contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in this RFP and determined to be in the best interests of the Village consistent with the criteria stated herein. The Village reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this RFP as deemed in its best interest. The Village shall be the sole judge of its best interest.

(b) The Village reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.

(c) The Village reserves the right to negotiate prices with the highest ranked, responsive and responsible Proposer, provided that the scope of services remains the same.

(d) The Proposer's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Proposal received by such Proposer.

(e) Award of this RFP may be predicated on compliance with, and submittal of all required documents as stipulated in this RFP.

(f) The Village reserves the right to request and evaluate additional information from any Proposer after the submission deadline as the Village deems necessary.

16. CONTRACT EXTENSION

The Village Manager reserves the right to automatically extend any awarded purchasing agreement for a maximum period not to six (6) months to provide Village departments with continual service and supplies while a new purchase agreement is being solicited, evaluated, and/or awarded.

17. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the reasonableness of any Proposal. No guarantee is expressed or implied as to quantities or dollars that will be used during the awarded contract period. The Village is not obligated to place any order for the given quantities or amounts.

18. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the successful Proposer. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

19. CONTINUATION OF SERVICES

Any services that commences prior to and will extend beyond the expiration date of the awarded contract period shall, unless terminated by mutual written agreement between the Village and the successful Proposer, continue until completion at the same prices, terms, and conditions.

20. RFP PROTEST

Protests of this RFP or its award shall be in accordance with Section 58-6 of the Village Code.

21. LICENSES, PERMITS AND FEES

The successful Proposer(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the scope of services required herein. Damages, penalties, and/or fines imposed on the Village or a successful Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the successful Proposer.

22. SUBCONTRACTING
Unless otherwise specified in this RFP, the successful Proposer shall not subcontract any portion of the services without the prior written consent of the Village. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

23. ASSIGNMENTS
The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of the awarded contract, including any rights, title, or interest therein, or its power to execute such awarded contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the awarded contract for default.

24. SHIPPING TERMS
Unless otherwise specified in the RFP, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

25. RESPONSIBILITIES AS EMPLOYER
The employee(s) of the successful Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The successful Proposer shall provide physically competent employee(s) capable of performing the services as required. The Village may require the successful Proposer to remove any employee who is providing services to the Village that the Village deems unacceptable. All employees of the successful Proposer shall wear proper identification while on Village property.

It is the successful Proposer's responsibility to ensure that all its employees comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the successful Proposer.

26. INDEMNIFICATION
By responding to this RFP, each Proposer shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from this RFP. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon.

27. COLLUSION
A Proposer recommended for award as the result of this RFP shall, within five (5) business days of the filing of such recommendation and upon request from the Village, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the recommended Proposer is not related to any of the other proposers submitting a proposal in response to this RFP or identifying all related parties; attesting that the Proposer's Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that recommended Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the recommended Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in this RFP, its Proposal shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

28. FRAUD AND MISREPRESENTATION
Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village

through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

29. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Proposer to submit to an audit by an auditor of the Village's choosing at the awarded Proposer's expense. The awarded Proposer shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Proposer shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

30. OFFICE OF THE INSPECTOR GENERAL

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

31. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Proposer's site or hold a pre-award Proposal hearing to determine if the Proposer is capable of performing the requirements of this RFP.

32. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

33. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

34. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods and/or services to be acquired under this RFP are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

35. GOVERNING LAW AND VENUE

This RFP and any awarded contract shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

36. ATTORNEY'S FEES

In responding to this RFP, each Proposer agrees that any lawsuit filed in the judicial system, federal or state, arising from or related to this RFP and/or any awarded contract under this RFP, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

37. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of the awarded contract, the awarded Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

38. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in this RFP, all labor, materials, and equipment required for the performance of the requirements of this RFP shall be supplied by the awarded Proposer.

39. MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wage laws, as may be applicable to the awarded contract.

40. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods and/or services, not listed in this RFP, during the contract term. When such requirements are identified, the Village may request price quote(s) from the successful Proposer(s). The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods and/or services from the successful Proposer or another vendor.

41. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with this RFP shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after RFP opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If a Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law disclosure, then the Proposer, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from disclosure must be clearly identified as “EXEMPT FROM PUBLIC DISCLOSURE If a public records request is received for the identified information, the Village will use its best efforts to work with the Proposer on any disclosure; however, the Village’s determination as to the disclosed information shall be final. The Proposer is free to pursue any and all legal rights it may have to prevent any disclosure. By responded to this RFP, each Proposer agrees to defend, indemnify, and hold harmless the Village and the Village’s officers, employees, and agents, against any loss, claims, actions, suits, or damages incurred by any person or entity arising from or as a result of the Village’s disclosure of the Proposer’s proposal or other information submitted to the Village including, but not limited to, reasonable attorney’s fees and costs at all trial and appellate levels.

42. CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Village. Further, all Proposers must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers’ firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this RFP and may be grounds for further disqualification from participating in any future RFPs or RFPs with the Village.

43. PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit an Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

44. OTHER GOVERNMENTAL AGENCIES

If a Proposer is awarded a contract as a result of this RFP, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

45. PROPOSER'S COSTS

The Village shall not be liable for any costs incurred by Proposers in responding to this RFP.

46. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the successful Proposer's personnel proposed for the awarded contract shall be available for the initial contract term. In the event the successful Proposer wishes to substitute personnel, the successful Proposer shall propose personnel of equal or higher Proposals, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

47. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this RFP is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

48. PURCHASE ORDER

The Village will not accept any goods delivered and/or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

49. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, effective January 1, 2021, Vendor shall:

a) 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.
b) 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.
c) Maintain copies of all subcontractor affidavits for the duration of this Agreement.
d) Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
f) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes Vendor may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

SCOPE OF SERVICES

The purpose of this RFP is to establish multiple-qualified suppliers to provide water, drinks, food, on-site preparation, and supplies to the Village prior to, during, and/or after an emergency situation occurs. Emergency situations would include, but are not limited to, hurricanes, tornadoes, flooding, windstorms, and any act of God, etc.

In the event of any emergency that would involve acts of terrorism, explosions, fires, chemical spills, or any other man-made incidents that would require personnel to need water, drinks, food, on-site preparation and supplies delivered to the Village of Palm Springs designated area; the Proposer shall propose non-perishable food supplies as well as refrigerated food supplies. It will be necessary to include condiments, vegetable oil, cooking ingredients, eating utensils, cleaning supplies, and disinfectants.

Proposals shall include the proposed meal plan, and the proposer's mechanism for ensuring timely delivery of all necessary food supplies for any given emergency. Proposer must also provide documentation that the proposed meals meet standardized nutritional guidelines and provide a plan for handling specialized dietary needs on a case-by-case basis. Proposals shall also include all expertise, personnel, mobile kitchens, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to provide on-site preparation, supplies and serving needs for any and all emergency related events.

The potential contract awarded as a result of this procurement will be a "requirements" contract, with no quantities guaranteed. The Village will negotiate an agreement with the proposer(s) whose proposal is the most advantageous to the Village considering the relative importance of price and the other evaluation factors included in the RFP. The Village reserves the right to reject any or all responses. **Contract shall be based on "as-needed" services in the event of an emergency-generated event.**

This is an acknowledgement that FEMA financial assistance will be used to fund the resulting contract(s). The selected supplier(s) shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

BACKGROUND:

The Village of Palm Springs, Florida, is a municipal corporation of the State of Florida, incorporated in 1957. The Village operates as a Council-Manager form of government and provides the following services: public safety, public works, planning, zoning and building, parks and recreation, library, general administration, and water and sewer utility. The Village also has a Community Redevelopment Agency (CRA) which oversees two districts: Lake Worth Rd District and Congress Ave District. The Village has approximately 232 full-time employees. The most recent population estimate is 27,213. Our focus is to continue to be a vibrant community filled with neighborhoods that foster a "small town feel" that values our various cultures as well as our natural environment.

DESCRIPTION:

All types of drinks, foods, supplies, and services shall be specified by Proposer. Proposer shall outline program for delivery, availability of water, drinks, food, and supplies, alternative methods of delivery, various locations, mode of transportation, back-up plans, and complete detailed narrative of program offered for delivery of all items. The Village of Palm Springs preference for award will be based on Proposer's ability to provide a plan for delivery and on-site food preparation.

These services shall provide for the cost effective and efficient delivery of water, drinks, food, on-site preparation and supplies to any facility or site as may be directed by the Village, and in accordance with Federal Requirements. Contract services will only be performed when requested and as designated by the Village of Palm Springs's Emergency Management Coordinator or designee. Proposer shall fully detail how paperwork will be completed and itemized in order to be acceptable by FEMA for reimbursements to the Village. This contract is in no way contingent on FEMA reimbursement or a federal disaster declaration but should meet all federal guidelines to ensure that reimbursable expenses are not forfeited.

The Village reserves the right to assign work to various Contractors, at its sole discretion. The Village also reserves the right to approve all sub-contractors hired by the Contractor and/or to require the Contractor to dismiss a sub-contractor upon request.

(Remainder of page left blank intentionally)

INSTRUCTION TO PROPOSERS

1. The Village of Palm Springs utilizes an electronic online bidding system service for notification, distribution, and submission of its solicitation documents, please visit DemandStar at www.demandstar.com. Documents are not provided in any other manner.

2. **ELECTRONIC RFP SUBMISSIONS ONLY** shall be received by the Village's e-Procurement Bidding System. Hardcopy submissions are not permitted.

3. Electronic Request for Proposals for this solicitation shall be received by the Village's e-Procurement bidding system no later than: **July 23, 2025 at 2:00 PM EST**

4. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submitted online.

5. It is the responsibility of the Proposer to have received all Addenda that are issued. Proposers should check online at www.demandstar.com prior to submitting their Submittal and up until the Bid closing time and date in the event additional addenda is issued.

6. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

7. For the above reasons, it is recommended that the Proposer allow sufficient time to complete your Proposal Submission and to resolve any issues that may arise.

8. Proposers should contact DemandStar support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact DemandStar support at **support.demandstar@eunasolutions.com**

9. To ensure receipt of the latest information and updates via email regarding this Request for Proposals, or if a Proposer has obtained this Solicitation from a third party, the responsibility is on the Proposer to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

10. All expenses for making SUBMITTAL responses to the Village are to be borne by the Proposer.

11. Any exceptions taken to the terms and conditions of the Village's agreement shall be considered a part of Vendor's solicitation response and will be considered by the Village in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions to the agreement does not denote acceptance by the Village. Furthermore, taking exceptions to the Village's terms and conditions may be viewed unfavorably by the Village/selection committee and ultimately may impact the overall evaluation of a vendor's submittal. The Village reserves the right to modify the contract language prior to execution.

12. Each Proposer, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a Request for Proposals/Request for Qualification/Invitation to Bid; damages, if any, shall be limited to the actual cost of the preparation of the Bid or Proposal.

PROPOSAL SUBMISSION REQUIREMENTS

SUBMISSION OF PROPOSALS:

A. **Detailed Proposal.** The detailed Proposal sections set forth in this section of this Request for Proposals shall be **completed online through the e-procurement bidding system.**

1. Letter of Interest:

   The Letter of Interest shall summarize the Proposer's primary qualifications and a company's commitment to provide the proposed services.

2. Company's Qualifications:

   a) Complete and submit Proposer's Qualification Statement, herein.

   b) Briefly introduce your company, providing a summary of the administration, organization, and staffing, including multiple offices, if applicable. In this section, it should clearly state the contact person's title and contact information.

   c) Provide resumes of key individuals and personnel, including managers and office personnel instrumental in billing/reporting along with email addresses.

   d) Submit evidence of current bonding capability. Include evidence of the total bonding capacity of current and outstanding bonds.

   e) Provide a list and quantity of the company's (and the company's sub-contractors, if applicable) type and quantity of equipment to be used for this contract.

   f) Minimum Qualifications: Each respondent shall submit information and documentation requested to meet the following qualification requirements:

      1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

      2. Provide a copy of the Proposer's license issued by the Florida Department of Business and Professional Regulations (DBPR).

3. Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work:
   a) Proposer to provide cost per person for 4 meals per 24-hour period for 3 to 7 days. (See Quantities below) This section should also include meal plans and menu options that would be served.
   b) Provide the response time in hours to be on location in Palm Springs, Florida once notified by the Emergency Management Coordinator or designee to mobilize.
   c) Provide information regarding available sites of supply sources and all resources for delivery, method of transportation, and serving etc. Proposer to include program flexibility.
   d) Provide back-up plans for worst case scenarios, i.e. supplier's closest facility

is destroyed or cannot be reached due to flooding or other conditions.

e) Provide detailed explanation of how paperwork and billing will be processed (including method used to determine quantity of meals served per day), and include prior experience with any FEMA related documentation.

f) Description and list of products offered; water; drinks offered, both perishable and non-perishable foods offered; and type of supplies available. Proposer shall provide firm pricing for any and all items listed in the program submitted in addition to cost per person as descripted in item a.

g) Describe the approach to organization management and the responsibilities of the management and staff personnel that will perform work on the Project; describe the method employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training, and timely initiation and completion of all work.

4. References for Past Performance:

Provide four (4) references for similar services for which the Proposer has completed or are in progress within the past three (3) years with the following information:
1) Name of Agency/Company, 2) Type of Project, 3) Location Address, 4) Total Cost and 5) Contact Name, Email Address, and Telephone Number.

Contacts must be informed that they are being used as a reference and that the Village or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the Village will apply no points toward the evaluation criteria.

***Note the Village will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

5. Submittal of General Information and Procurement Forms and Documents:

All proposals shall meet or exceed minimum specifications to be considered as valid proposals. All proposals received in response to this invitation shall become the property of the Village of Palm Springs, and shall be retained in its file, and by reference become part of any formal agreement with the Village. Receipt of a proposal by the Village does not, in and of itself, constitute a contract. The Village accepts no responsibility or liability for any cost incurred in the preparation and/or submission of such proposal. After award of proposal, all proposals shall be open for public inspection.

The Village will select Proposals deemed most qualified and in the best interest of the Village based on the submitted criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

Proposals may be found to be non-responsive if the company failed to provide the information request in the RFP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with applicable deadlines; provide improper or undated signatures; or provide information that is false, misleading, or exaggerated.

QUANTITIES:

The Village of Palm Springs will use a range of 50 to 250+ people as a basis for Proposer to calculate cost per person for 4 meals per 24-hour period for 3 to 7 days prior to, during, and after an emergency situation occurs. The right to increase or decrease quantities for any products, supplies, or services will be dependent on each individual event, duration of an emergency situation, and availability of funding throughout the entire term of this contract; however, such increase or decrease shall not affect the pricing as specified by Proposer in program presentation cost per person. Proposed quantities are estimates and may be subject to additions and/or deletions at any time.

This proposal will include all expertise to implement a program for services to provide water, drinks, food, and on-site preparation, and supplies as well as all personnel, tools, materials, mobile kitchens, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute and complete the timely delivery to the Village whenever an emergency event occurs.

SPECIFICALLY LISTED ITEMS:

Proposer shall list all items above and beyond the per-person unit cost and firm pricing for each in a separate listing or plan. Each item shall have firm unit pricing (case pricing), description, size/volume, number of units of each (i.e., case, box, etc.), and type of container compiled in a list categorized by cooking ingredients, eating utensils, cleaning supplies, disinfectants, water (pallets), drinks (i.e., Gatorade, Crystal Lite, etc.), additional food items, and supplies.

PERISHABLE ITEMS:

The contractor will be responsible for the storage of all perishable items. The Village of Palm Springs currently does not have a refrigerated or insulated trailer for storing perishable items. Proposer shall take into consideration the storage capacity for program bid for perishable type items.

INITIATIONS OF ORDERS:

The Village of Palm Springs shall order items on an "as-needed basis." Orders for water, drinks, food, on-site preparation, and supplies will be placed by Village authorized personnel only. The Emergency Management Coordinator or designee will provide a list of contacts and cell phone numbers upon award of proposal to successful proposer. Proposer shall include in proposal a prioritized list with a minimum of three contacts including cell phone numbers, pager numbers, and office numbers to be contacted when an emergency situation occurs. Authorized personnel will communicate the needs of the Village for Proposer's services and will designate delivery locations at that time.

DELIVERY OF WATER, DRINKS, FOOD AND SUPPLIES:

Location of delivery of all water, drinks, food, on-site preparation and supplies will be designated at time of the initial order. Delivery location for all water, drinks, food, on-site preparation and supplies may be changed during the course of an emergency dependent on each situation.

STOCK AVAILABILITY:

Proposer shall have sufficient stock to fill any order within the stated time. Supplier agrees to notify the Village when out of stock on any items due to circumstances beyond its control. The Village is authorized to use other sources to purchase stock if it is not available from the supplier.

MODIFICATIONS/SUBSTITUES:

The Village of Palm Springs has an obligation to provide food as required for personnel in any emergency situation. In the event, a supplier cannot provide products as proposed during the term of

this contract due to unforeseen circumstances, the Procurement Manager may accept a similar substitute for the same pricing as proposed in this contract. During the term of this contract, the Emergency Management Coordinator or designee may decide to alter the food program. This contract may be modified and/or amended to fulfill the Village of Palm Springs obligation to provide water, drinks, food, and supplies to personnel in an emergency situation. Such modifications or amendments must be submitted in writing to the Procurement Manager prior to acceptance.

(Remainder of page left blank intentionally)

EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA:

A preliminary evaluation of each Proposal will be conducted by the Village's Procurement Manager through the Village's electronic e-procurement bidding system www.demandstar.com.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your company. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The Village will assemble a Selection Committee, comprised of Village staff and, if applicable, outside consultant(s). The Selection Committee may utilize the Village's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The Village's Selection Committee will act in what they consider to be the best interest of the Village and its residents. Price shall not be the sole determining factor for selection.

The selection of the most qualified Respondent(s) will be based on their responsibility and responsiveness, meaning the firm must submit a proposal that fully conforms to the material requirements outlined in this RFP. The weighted criteria provided below is intended to guide the Proposer in prioritizing their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Selection Committee during both the scoring and, if applicable, the shortlisting process.

#	Evaluation Criteria	Point Rating Range	Weight
N/A	Compliance with Request for Qualification Requirements (Responsiveness)	(Mandatory)	
1	Proposer's ability to respond when services are requested. Proposer's current obligations/work commitments and quality of work.	0 – 10	35%
2	Resources, equipment, food, supplies, and personnel available to perform the required services to provide water, drinks, food, on-site preparation and supplies.	0 – 10	30%
3	References of past experience to provide services during emergency-related events as required by this RFP including all references.	0 – 10	25%
4	Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluations, but shall not be the sole determining factor).	0 or 10	10%
TOTAL POINTS		0 – 40	100%
5*	Interviews and Presentations	0 – 10	25%

***** Criteria 5 will be reviewed separately from the standard evaluation process, if applicable, allowing the Proposer the opportunity to earn additional points.

During an emergency situation, the successful Proposer(s) may be called upon in order to coordinate all needs of the Village of Palm Springs. By submittal of this proposal, Proposer commits to successfully comply with all requirements and fulfill their obligation to provide water, drinks, food, on-site preparation, and supplies according to the program, plan, and pricing submitted. The Emergency Management Coordinator or designee will utilize proposal(s) that are the most advantageous to the Village.

QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA:

Each Selection Committee Member shall award a rating of 1 to 10 for each category based upon each member's assessment of the Proposer's response to the criteria.

The following qualitative guidelines:

- **10 - Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

- **9-8 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The Proposer provides insight into experience, knowledge and understanding of the subject.

- **7-6 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies.

- **5-4 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.

- **3-1 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the

- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFP.

VILLAGE'S RIGHT TO USE BEST-VALUE SCORING:

The Selection Committee also retains the discretion to employ a ranking system as an alternative to the weighted criteria. Upon request, the committee may rank the responses from 1st to 2nd place, based on the total number of submissions under review.

BEST AND FINAL OFFER:

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Selection Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The Village reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

SELECTION PROCESS:

A. A Selection Committee consisting of the Village's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the Selection Committee uses during the shortlist and scoring process.

C. The Selection Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All Selection Committee members scores may be electronically opened and read aloud for discussion among the Selection Committee members.

D. The Selection Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Selection Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Selection Committee will make a motion for a recommendation for an award, which will be submitted to the Village Council for approval.

G. After approval by the Village Council, the Village Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The Village reserves the right to include additional provisions if the inclusion is in the Village's best interest, as determined solely by the Village.

I. **CONTACT WITH ANY PERSONNEL OF THE VILLAGE OF PALM SPRINGS OTHER THAN THE PROCUREMENT REPRESENTATIVE AS OF THE SOLICITATION DEADLINE DATE AND TIME, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

PRICING PROPOSAL FORM

PRICING:

All unit prices shall be firm and inclusive of all associated costs, including but not limited to shipping, handling, delivery, fuel surcharges, on-site preparation, labor, and any applicable fees. No additional costs will be permitted beyond the unit price. Vendors must clearly indicate any minimum time requirements. If no minimums are declared on the pricing sheets, it will be assumed that no minimums apply.

SERVICE CHARGES:

Description	Cost	Definition
24 hrs. Standby Fee	$	Vendor is on notice of potential activation and must be prepared to mobilize.
72 hrs. Staging	$	Mobilization of resources and personnel to the designated site within 72 hours.
Onsite execution	$	Full activation of contract with vendor operating on-site and providing services.

ON-SITE MEAL PREPARATION PRICING:

Prices must be based on three (3) meals per person per day, with a fourth meal included only to ensure coverage for night shift personnel, allowing all individuals to receive three meals within their shift. Vendors must plan for the following meal schedule:

- 06:00 AM
- 12:00 PM
- 06:00 PM
- 12:00 AM

Head Count Range	Cost Per Person Per Day	Meals Per Day
50 – 75 people	$	3 (plus 4th for shift coverage)
76 – 150 people	$	3 (plus 4th for shift coverage)
151 – 250 people	$	3 (plus 4th for shift coverage)

PROPOSAL CERTIFICATION FORM

(Proposer must complete, sign and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the Village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits

_____ Physical address outside of Village of Palm Springs but within Palm Beach County

_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as [Title:] _____of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

_____ (Signature)

_____ (Date)

VENDOR CONFLICT OF INTEREST DISCLOSURE STATEMENT INFORMATION AND INSTRUCTIONS

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes,* and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict-of-Interest Disclosure Statement in connection with any competitive purchase in excess of $35,000.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluating team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

"Business Entity" means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.
"Public Official" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

"Relative" means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson,

stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

"Vendor" means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering a contract or purchase order in excess of $35,000.00 with the Village.

INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

_____
NAME OF VENDOR

_____
NAME OF PERSON COMPLETING FORM

_____
RELATIONSHIP TO VENDOR

_____
ADDRESS

_____
CITY, STATE, ZIP TELEPHONE NUMBER

_____
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____

☒ Request for Proposals (specify) RFP No. 2025R-003 Emergency Food Services

☐ Other (specify) _____

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

_____ _____

Signature Date

_____ _____

Printed Name Title

PUBLIC ENTITY CRIMES STATEMENT

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

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Proposer)

is _____.

2. My relationship to _____
(firm name of Bidder/Proposer)

is _____.
(relationship such as a sole proprietor, partner, president, vice president)

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

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

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

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

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

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the

Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

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

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

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

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

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

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

CONTRACTOR: By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____

My Commission expires: _____

REFERENCE FORM

RFP Number & Title:

_____

Reference:

_____

(Company Name providing Reference)

Name/Title:

_____

(Name and Title of Person providing Reference)

Project/Service:

_____

(Project/Service which references are being provided)

Project Manager:

_____

(Project for which references are being provided)

Telephone: _____ Email:_____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the company to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate the overall quality of the work.		
4.	If you have a similar contract to undertake in the future, would the company be considered? Yes – No		

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

_____

Signature Date

AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the vendor identified below (the "**Vendor**"), having full knowledge of the statements contained herein, hereby certifies to the Village of Palm Springs, a political subdivision of the State of Florida (the "**Village**"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the Village on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the Village in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the Village and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the Village may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Fifteenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the Village as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20_____.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

VENDOR:

By: _____

PRINTED NAME: _____

Its: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of _____ [entity's legal name] ("Vendor") and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

By:_____

Print Name:_____

Print Title:_____

STATE OF _____}
COUNTY OF _____}

THE FOREGOING instrument was acknowledged before me by means of __ physical presence or __online notarization on this _____ day of _____ 20__, by _____, as the _____ [title] of Vendor, who is personally known to me or who has produced_____ as identification and who did affirm or swear to the same.

Notary Seal:

_____

Notary Public Signature

QUALIFICATIONS STATEMENT

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

1. SUBMITTED BY:

Name: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
Email Address: _____

Check One:
Corporation _____
Partnership _____
Individual _____
Other _____

2. SUBMITTED TO: Village Clerks Office

3. SUBMITTED FOR: _____

Owner: Village of Palm Springs

Project Name: _____

_____

_____

_____

TYPE OF WORK: _____

_____

_____

4. COMPANY'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____
- Vice President(s): _____

_____

_____

- Treasurer: _____
- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. EXPERIENCE:

Current Experience:

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

Previous Experience:

List on **Schedule B** all projects completed within the last 3 Years (If Joint Venture list each participant's projects separately).

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

☐ YES ☐ NO

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

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

☐ YES ☐ NO

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

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

☐YES ☐ NO

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

12. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				

SCHEDULE B

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

Project Name	Owner's Contact Person	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				
	Name: Address: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

APPENDIX A – FEDERAL CONTRACT PROVISIONS

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into this Agreement, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The 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. The 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 subcontractors 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."

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The 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 (b)(1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), 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 of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

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.

Procurement of Recovered materials.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-

designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide Village, 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the 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 Village and the 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.

DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

By signing the agreement resulting from this solicitation, the Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative

Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the Village shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.

2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the Village determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Village, the Village may terminate this transaction for cause or default.

4) The prospective primary participant shall provide immediate written notice to the Village if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the Village, the Village may terminate this transaction for cause or default.

7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date

RFP No. 2025R-003

Emergency Food Services

Virtual E-Proposal Submittal Deadline - July 23, 2025 at 2:00 PM

Staff Present: Sylvia Ward, Procurement Manager
Lauren Bennett, Assistant Parks & Recreation Director

Meeting Start: 2:31 PM
Meeting End: 2:32 PM

Name	Phone Number	Address
Cotton Commercial USA, Inc	877-511-2962	5443 Katy Hockley Cutoff Rd , Katy, Texas 77493
CUZ AND DEM SEAFOOD SHACK*	305-833-5704	5722 Washington St , Hollywood, Florida 33023

**Incomplete Proposal Submission*

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CONTRACTOR AGREEMENT
(EMERGENCY FOOD SERVICES)

THIS AGREEMENT is made this 9/11/2025 | 4:53 PM CDT between the **Village of Palm Springs,** Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, FL 33461, and **Cotton Commercial USA, Inc.,** a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 5443 Katy Hockley Cut-Off Road, Katy, TX 77493.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the VILLAGE issued Request for Proposals # 2025R-003 for Emergency Food Services for the provision of food services to the Village in the event of an emergency ("RFP"), which RFP is incorporated herein by reference; and

WHEREAS, CONTRACTOR submitted a proposal to perform the services described in the RFP; and

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's Cost Proposal for the CONTRACTOR to render the services to the VILLAGE as provided herein and in the RFP; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner and on an emergency basis; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the VILLAGE in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the VILLAGE may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the VILLAGE for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the RFP will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in RFP and **Exhibit "A"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (*see* 2 C.F.R. § 200.326 and applicable FEMA guidance); and,

WHEREAS, the VILLAGE finds making the non-exclusive award of the RFP to the CONTRACTOR as described herein serves a valid public purpose.

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

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1. RECITALS AND TERM

1.1 The foregoing recitals are incorporated in this Agreement as true statements of the parties and as if set forth in full in this Agreement.

1.2 The initial term of this non-exclusive Agreement shall be from the date of execution by the VILLAGE for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement. Rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

2. SCOPE OF SERVICES

2.1 This Agreement does not guarantee that the CONTRACTOR will be utilized for the provision of any services to the VILLAGE. In the event of a natural disaster or other emergency related crisis, the VILLAGE will contact the CONTRACTOR to initiate services.

2.2 The Scope of Services includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide food and catering services for disaster recovery for the VILLAGE in the event of a natural disaster or other emergency related crises. The objective of this Agreement and subsequent contracting activity is to secure the services of an experienced CONTRACTOR who is capable of efficiently providing food services in a timely and cost-effective manner. The CONTRACTOR must be capable of assembling, directing, and managing the food service and provide a work force that can start operations within 48 hours after the notification of emergency.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing food, catering and related services to the VILLAGE in the event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the VILLAGE that the Scope of Services provided under this Agreement and RFP shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied goods shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the services to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.6 The Scope of Services shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Services. All of the CONTRACTOR's personnel (and all subcontractors), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Services under this Agreement, an independent CONTRACTOR, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Services.

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3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. GOODS

4.1 The CONTRACTOR shall provide all goods and services as more specifically set forth in the Scope of Services, the RFP and this Agreement.

5. FEE AND ORDERING MECHANISM

5.1 When services are to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's proposal ("Cost Proposal"), which Cost Proposal is attached hereto as **Exhibit "B"**. The Cost Proposal shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the Cost Proposal, the VILLAGE and CONTRACTOR may execute a written amendment to this Agreement to establish new Cost Proposal for the renewal term(s). The VILLAGE Manager may approve changes in the Cost Proposal based on the recommendation Director of Leisure Services or their designees.

5.2 Should the VILLAGE require additional goods or services, not included in this Agreement, fees and payment for such services will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Services performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The VILLAGE's Fiscal Year ends on September 30th of each calendar year and the VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE's Village Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

5.4 This Agreement does not guarantee that the VILLAGE will utilize the CONTRACTOR in any capacity or for any services hereunder. 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 consistent with the CONTRACTOR's Cost Proposal. The VILLAGE will provide the CONTRACTOR with specifications in order for the CONTRACTOR to develop its proposal. Upon receipt of the CONTRACTOR's proposal, the VILLAGE shall decide in its sole discretion whether to award the Purchase Order to the CONTRACTOR. In an event of declared disaster, a Purchase Order may be awarded by the VILLAGE's Village Manager. If the Purchase Order is approved by the VILLAGE, the CONTRACTOR shall commence the identified services upon the VILLAGE's approval of the Purchase 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 Purchase order shall include (by reference) the proposal and/or specifications provided by the VILLAGE to the CONTRACTOR.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Services in accordance with the RFP and this Agreement is not to exceed **the amount(s) set forth in the**

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approved VILLAGE Purchase Order issued to the CONTRACTOR, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE & PAYMENT

7.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The itemized invoice shall be consistent with the requirements for FEMA-related documentation, which includes adhering to FEMA specific requirements for record-keeping and reporting. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for services.

7.2 If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY VILLAGE

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

9. COPIES OF DATA/DOCUMENTS

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

10. OWNERSHIP

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

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Services or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the VILLAGE Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the VILLAGE Manager or designee, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such services; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or services related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days (or twenty-four (24) hours during an emergency recovery period) the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the VILLAGE Manager or designee, the VILLAGE may elect to

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terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.2, pursuant to section 252.505, Florida Statutes (2025), if the CONTRACTOR is found in default of this Agreement during an emergency recovery period, the following liquidated damages provision shall apply:

Liquidated Damages. The VILLAGE and CONTRACTOR recognize that time is of the essence of the services required hereunder in the event of an emergency recovery period and that the Village will suffer financial loss if the services described in this Agreement are not provided during an emergency recovery period due to the CONTRACTOR's default. The VILLAGE and CONTRACTOR recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the VILLAGE would suffer in the event CONTRACTOR defaults under this Agreement during an emergency recovery period. Accordingly, instead of requiring any such proof, the VILLAGE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the VILLAGE Five Thousand Dollars ($5,000.00) for CONTRACTOR's default during an emergency recovery period. "Emergency Recovery Period" for purposes of this liquidated damages provision means a 1-year period that begins on the date the Governor initially declared a state of emergency for a natural disaster.

12.3 Notwithstanding paragraph 12.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that services which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Services, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "VILLAGE of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence ($2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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13.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the VILLAGE as set forth in this section.

15.4 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 CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the VILLAGE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein and all applicable federal grant requirements (**Exhibit "A"**); and, the CONTRACTOR's Cost Proposal (**Exhibit "B"**). To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

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17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

17.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 **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.**

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 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.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Services as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

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

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All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Cotton Commercial USA Inc.
5443 Katy Hockley Cut-Off Road
Katy, TX 77493

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. The foregoing shall not apply if the CONTRACTOR is subject to liquidated damages as set forth herein.

26. PUBLIC ENTITY CRIMES

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

27. PREPARATION

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

28. PALM BEACH COUNTY INSPECTOR GENERAL

28.1 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.

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein,

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or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

(b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

(d) Upon the completion of the 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 services. 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 and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

31. COPYRIGHTS AND/OR PATENT RIGHTS

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

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The VILLAGE is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall the CONTRACTOR be authorized to use the VILLAGE's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

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

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of services done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the VILLAGE harmless from all claims made on account of such damages.

36. SCRUTINIZED COMPANIES

36.1 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 CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

36.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors 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 CONTRACTOR, or any of its subconsultants are found to have submitted a false certification; or if CONTRACTOR or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

37. E-VERIFY Pursuant to Section 448.095(5) Florida Statutes, the CONTRACTOR shall:

(a) 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;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the VILLAGE upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(5)(c), Florida Statues, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of this Agreement.

38. SECTION 787.06 COMPLIANCE

38.1 The CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

39. SURVIVABILITY

39.1 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Food and Catering Services for Disaster Recovery on the day and year first above written.

VILLAGE OF PALM SPRINGS

ATTEST:

By: _____
Michael Bornstein, Village Manager

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: **COTTON COMMERCIAL USA INC.**

By: DocuSigned by: Travis Bice
453FFBBC8EFB4A2...

Print Name: Travis Bice

[Corporate Seal]

Title: Executive Vice President of Logistics & Culinary Divisions

STATE OF Texas)
COUNTY OF Harris)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of September 2025, by Travis Bice, as the Executive Vice President of Logistics & Culinary [title] of **Cotton Commercial USA Inc.**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Personally Known 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 **Cotton Commercial USA, Inc.** to the same.

Lauren Kuentz
Notary Public Signature

[Notary Seal]

LAUREN KUENTZ
Notary ID #133982715
My Commission Expires
September 23, 2026

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Exhibit A

Exhibit "A"
Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into this Agreement, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

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rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon
contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.
(1) Contractor. The 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. The 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 subcontractors 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."

Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (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

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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. The VILLAGE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The 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 (b)(1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the VILLAGE and understands and agrees that the VILLAGE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995)

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or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), 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 of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
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 and up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.
(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.
The following access to records requirements applies to this contract:
(1) The Contractor agrees to provide VILLAGE, 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the 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 VILLAGE and the 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.

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DHS Seal, Logo, and Flags.
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
Compliance with Federal Law, Regulations, and Executive Orders.
By signing the agreement resulting from this solicitation, the Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative
Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps
If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.
(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
(2) For purposes of this section:
(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
Prohibition on certain telecommunications and video surveillance services or equipment.
(1) The Contractor is prohibited from obligating or expending loan or grant funds to:
(a) Procure or obtain;
(b) Extend or renew a contract to procure or obtain; or
(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the VILLAGE shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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RFP #25-205 Food and Catering Services for Disaster Recovery
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.

2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the VILLAGE's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the VILLAGE determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the VILLAGE, the VILLAGE may terminate this transaction for cause or default.

4) The prospective primary participant shall provide immediate written notice to the VILLAGE if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the VILLAGE, the VILLAGE may terminate this transaction for cause or default.

7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

DocuSigned by:
Travis Bice
453EFBBC8EEB4A2...

Signature of Contractor's Authorized Official

Travis Bice Executive Vice President of Logistics & Culinary Divisions

Name and Title of Contractor's Authorized Official

9/11/2025 | 4:53 PM CDT

Date

Docusign Envelope ID: 2F7C3E24-2D65-4562-A6AD-C95CF036E669

RFP #2025R-003 Emergency Food Services
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure
Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
The Contractor, Cotton Commercial USA, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Travis Bice
453FFBBC8EFB4A3...
Signature of Contractor's Authorized Official

Travis Bice Executive Vice President of Logistics & Culinary Divisions
Name and Title of Contractor's Authorized Official

9/11/2025 | 4:53 PM CDT
Date

Docusign Envelope ID: 2F7C3E24-2D65-4562-A6AD-C95CF036E669

EXHIBIT "B"
CONTRACTOR's COST PROPOSAL
(From the Contractor's Response to RFP)

Per-person per-meal for headcounts 50 to 75	$28.26
Per-person per-meal for headcounts 500 plus	$23.00
Water – Case of 40 - 16.9floz water bottles	$14.19 per case
Ice – 20lb Bag	$4.99 per bag

Hot Meal – Breakfast, Lunch, or Dinner/Midnight use pricing above based on headcount
Cold Breakfast or Lunch – use pricing above based on headcount

Drinks - Gatorade, Tea, Coffee, Soda	$2.50 per person
Snacks – Cookies, Chips, Granola Bars etc	$8 per person
Disposable Plates	$0.46 per person
Disposable Cups – Cold/Room Temp	$0.14 per person
Disposable Cups – Hot	$0.37 per person
Disposable Utensils – Fork/Knife/Spoon	$0.52 per person
Dining Facility for 50-150	$69,231 + freight
Dining Facility for 151+	$92,308 + freight
Mobile Kitchen	No Charge
Kitchen Managers	$46.50/hr
Kitchen Labor	$43.07/hr
Mobilization	$5,000.00
Demobilization	$5,000.00

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #5: Temporary Use Permit - Congress Avenue Force Main Project - Construction Staging Area - 1351 South Congress Avenue

SUMMARY: Mr. Daniel Duke III, agent for the applicant, Hinterland Group, Inc., is requesting a Temporary Use Permit to allow a construction staging area for the sewer force main installation along South Congress Avenue. Approval of the request will enable the applicant, who is also the CRA's contractor for the project, to stage materials required for the project.

Due to the proximity of this project to the construction area, the use of this property as a staging area will help expedite the project's construction. It will allow the contractor to finish all construction activities quickly.

The preliminary site plan shows the proposed arrangement of temporary storage materials. Staging area accessibility is limited to the existing driveway connection on South Congress Avenue.

The applicant is requesting a 1-year Temporary Use Permit while the installation of the sewer force main is ongoing.

FISCAL IMPACT:
There is no direct fiscal impact from the proposed temporary use. This property is located within the Palm Springs Community Redevelopment Agency (CRA)

ATTACHMENTS:
1. Proposed Agreement
2. Applicant Request
3. Site Plan
4. Owner Consent Authorization
5. Location Map
6. Force Main Project Plans

TEMPORARY USE PERMIT AGREEMENT

This Temporary Use Permit Agreement ("License") is made effective this 2nd day of September 2025, by and between the **VILLAGE OF PALM SPRINGS, FLORIDA**, a municipal corporation ("Village"), **HHRC, INC.**, a Florida corporation ("Licensee"), and **HINTERLAND GROUP, INC.,** with its mailing address 2051 W Blue Heron Blvd, Riviera Beach, FL 33404.

RECITALS

WHEREAS, HHRC owns the parcel located at 1351 S. Congress Avenue within the Village of Palm Springs as legally described in **Exhibit "A"** ("Property"), which exhibit is attached hereto and incorporated herein; and

WHEREAS, the Village has a contract with Hinterland to make certain utility improvements near the Property; and

WHEREAS, Hinterland is in need of a staging area for its equipment and materials necessary to make the utility improvements; and

WHEREAS, Hinterland has entered into a land use agreement with the Licensee for the proposed temporary use of the Property, which land use agreement is incorporated herein by reference; and

WHEREAS, the Licensee and Hinterland have requested that the Village license Hinterland to temporarily utilize the Property to serve at its construction staging area; and

WHEREAS, this temporary use of the Property for a construction staging area is not a permitted or special exception use in the zoning district where the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain uses not to exceed two (2) years from the approval date; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council to approve this License after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee for Hinterland under the terms and conditions of Village Code Section 34-895 and this License serves a valid public purpose and is in the best interest of the Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village by and through the authority of its Village Council hereby grants Licensee and Hinterland a temporary, revocable license which authorizes Hinterland to temporarily utilize the Property for Hinterland's construction staging area as described in Hinterland's site plan which is incorporated herein. Licensee's existing principal and accessory uses of the Property shall remain in effect during the term of this License. No other interest or right to use the Property is granted to Licensee or Hinterland under this License. The temporary use permit is revocable as provided in Village Code Section 34-895.

3. TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this License is limited to twelve (12) months. The term shall commence upon Hinterland completing the required improvements (see paragraph 4.1 below), however in no event shall the term start earlier than **September 2nd, 2025** and in no event shall terminate later than **November 2nd, 2025**. At the conclusion of the twelve-month term, the temporary permitted use of the Property shall expire and Hinterland shall terminate such temporary use. Failure to terminate the temporary use shall be grounds for default and subject the Licensee and/or Hinterland to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this License including attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Hinterland shall make the following improvements to the Property:

1. A green privacy fence shall be installed with swinging gage as shown on the site plan.
2. Hinterland shall enter the Property only from S. Congress Avenue and utilize the driving route set forth on the site plan.
3. A maximum of 1 storage container is permitted within the fenced construction staging area.
4. The storage container shall be limited in size to 300 sf maximum.
5. Utilization of the temporary storage container shall be limited to Hinterland and its subcontractors.
6. Outdoor storage materials shall not exceed the height of the green privacy fence.
7. Surveillance equipment and security lighting are recommended by the Village.
8. All other regulations and ordinances of the Village shall govern as applicable.
9. The Property shall be returned to its existing conditions upon completion of the construction project.
10. Hinterland may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the Property, as determined by the Police Chief.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Hinterland shall indemnify, defend, save and hold harmless, Village, its officers, agents, and employees from any and all claims, damages, losses, liabilities, and expenses, pertaining to or arising out of the temporary use permitted under this License and pertaining to or arising out of the use and/or occupancy of the Property by Hinterland or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Hinterland shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including all trial and appellate attorney's fees and costs). All costs and fees associated with any such defense shall be the responsibility of Hinterland. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute section 768.28, as amended from time to time. Hinterland shall not be liable under this provision for any claims, damages, losses, liabilities, and expenses arising from or related to the Licensee's, its invitees', and guests' use of the Property or arising from or related to the Licensee's negligence.

5.2 Hinterland's obligation to indemnify, defend, and pay for the defense, or at the Village's sole option, to participate and associate with the Licensee in the Village's defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. If the Village is not aware of a claim, Hinterland's obligation shall trigger upon Hinterland becoming aware of the claim or at such time as Hinterland should have been aware of the claim. Hinterland's inability to evaluate liability or its evaluation of liability, shall not excuse Hinterland's duty

to defend, indemnify, and hold harmless within 7 days after such notice is given by the Village or Hinterland's knowledge (or reasonable knowledge) of a claim. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Licensee or the Village solely responsible or negligent, shall excuse performance of this provision by Hinterland. Hinterland shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify Hinterland of a claim shall not release Hinterland of the above duty to indemnify, defend and hold harmless the Village.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village, Hinterland, and Licensee and as to the temporary use of the Property (as described herein) and that no verbal or oral agreements, promises or understandings shall be binding upon either Village, Hinterland, and/or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of a Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be exclusively in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. ASSIGNMENT

8.1 This License is personal to Licensee and Hinterland, and may not be sold, assigned or transferred by Licensee and/or Hinterland or any other person or entity.

9. NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail (return receipt requested), hand-delivery (with proof of delivery), or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If sent to the Village:	Village of Palm Springs, Florida Attention: Village Manager 226 Cypress Lane Palm Springs, FL 33461
With mandatory copy to:	Village Attorney 701 Northpoint Parkway, Suite 209 West Palm Beach, FL 33407
If sent to the Licensee:	HHRC Inc. 1427 S. Congress Avenue Palm Springs, FL 33406
If sent to Hinterland:	Hinterland Group Inc. Attention: Daniel Duke III

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee and Hinterland shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Hinterland shall, with respect to the construction staging area, at its sole cost and expense, comply with (a) all laws relating solely to the temporary use granted herein.

11. SURVIVAL

11.1 The provisions of this Agreement relating to indemnification shall survive and termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement.

13. ATTORNEY'S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee and/or Hinterland is found to be in violation of any part of the Village Code or any other applicable laws for the Property as it pertains to the temporary use granted herein, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days' notice to the Licensee and Hinterland that the Licensee and/or Hinterland is in default. In the event the Licensee and/or Hinterland fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this Agreement, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this Agreement by Licensee and/or Hinterland may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the temporary permitted use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this License.

14.2 The parties hereto agree that the Village 's right to terminate this Agreement as stated herein is absolute and shall not result in any inequity to Licensee or Hinterland because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this Agreement shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements. Termination shall also be subject to Section 34-895(g) of the Village Code.

14.3 The parties hereto agree that the Village and the public will be irreparably damaged if the terms

and conditions of this Agreement are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Agreement, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

17. PREPARATION

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

18. COUNTERPARTS

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Temporary Use Permit Agreement to be executed on the day and year first above written.

ATTEST:

BY: _____
Kimberly M. Wynn, Village Clerk

VILLAGE OF PALM SPRINGS

BY: _____
Beverly Smith, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Christy Goddeau, Village Attorney

LICENSEE: **HHRC INC.**

By: _____
Print Name: FABIANA DESROSIERS
Print Title: CEO

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of SEPTEMBER 2025, by FABIANA DESROSIERS, as the CEO of HHRC, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Licensee to the same.

[Notary Seal]

NILSA I MONTANEZ
Notary Public - State of F...
Commission # HH 5983...
My Comm. Expires Oct 1, ...
Bonded through National Notar...

_____
Notary Public Signature

HINTERLAND GROUP, INC.

By: _____
Print Name: Chase Rogers
Print Title: COO

[Corporate Seal]

HINTERLAND GROUP, INC. CORPORATE SEAL June 26, 2006 FLORIDA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 11 day of September 2025, by Chase Rogers, as the COO of Hinterland Group, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Licensee to the same.

[Notary Seal]

JULIE ROSADO
Notary Public - State of Florida
Commission # HH 685526
My Comm. Expires Jun 8, 2029
Bonded through National Notary Assn.

_____
Notary Public Signature

EXHIBIT "A"

Legal Description of the Property

PCN: 70-43-44-07-03-002-0030

All of Lots 3 and 4, Block 2, in LAGUNA PARK, NO. 2, a subdivision of Section 7, township 44, South, Range 43 East, recorded in the Office of the Clerk of The Circuit Court, in and for Palm Beach County, Florida, as founded in Plat Book 21, at page 65, subject to a 25 foot easement along the West side for the adjoining Lots only, Less the 10 fee right-of-way conveyed to the State of Florida and being recorded in ORB 914, page 104.

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

Hinterland Group will be preforming force main installation on the length of Congress Avenue from the intersection of Forest Hill Blvd up to the intersection with Congress Aveue and Sumitt Blvd. Hinterland will also be installing service connects and ariel crossings. This project is designed to significantly improve the flow and reliability of wastewater infrastructure directly benefiting businesses in the area.



Hispanic Human Resources Council

Hispanic Human Resources Council

4.9 ★★★★★ (17)

Business center · ♿

Overview | Reviews | About

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1427 S Congress Ave, West Palm Beach, FL 33406

Open · Closes 5:30 PM

hhrcinc.org

(561) 507-1670

MW46+JF West Palm Beach, Florida

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100 Ft

100 Ft

Green Privacy Screen

Driving Route

Swinging Gate

Fence For Yard

S Congress Ave

Oak Dr

807

Layers

Google

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Palm Beach County Property Appraiser
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OWNERS

HHRC INC

PROPERTY DETAIL

LOCATION
1351 S CONGRESS AVE

MUNICIPALITY
PALM SPRINGS

PARCEL NO.
70-43-44-07-03-002-0030

SUBDIVISION
LAGUNA PARK 2 IN

BOOK/PAGE
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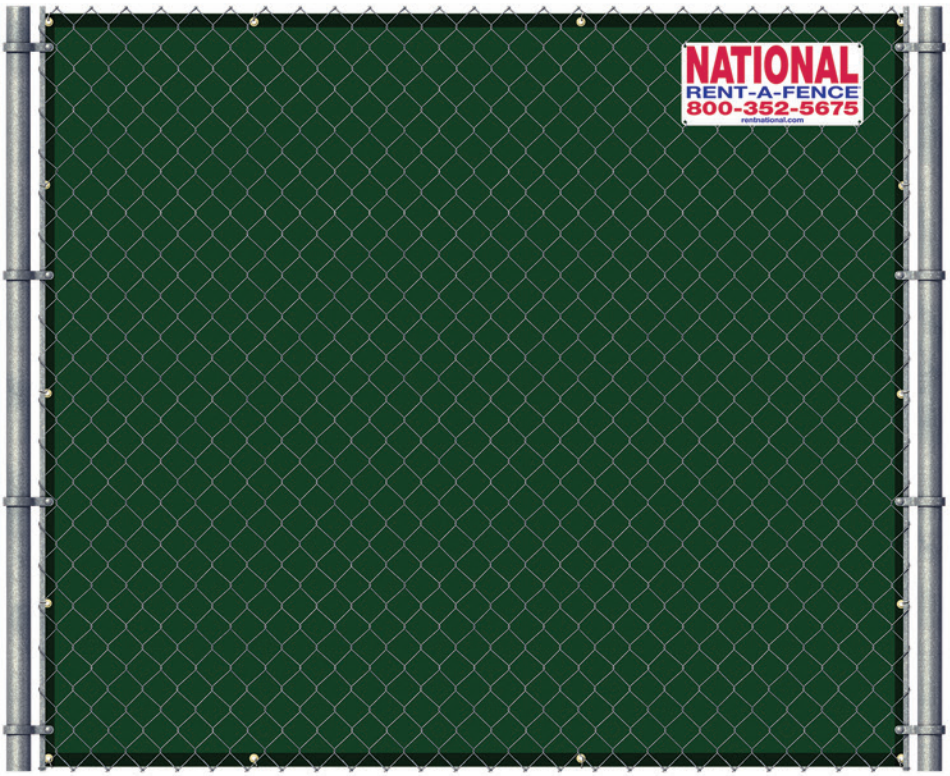
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MAILING ADDRESS
1427 S CONGRESS AVE
WEST PALM BEACH FL 33406 5120

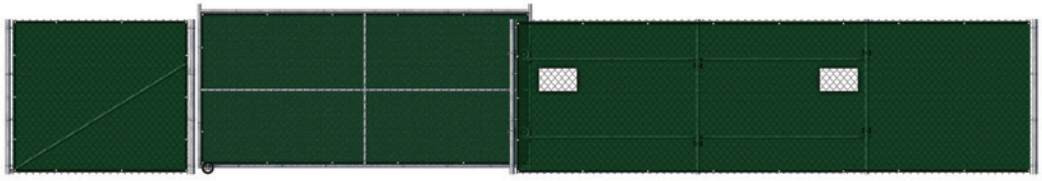
USE TYPE
7200 - PRV SCHL/COLL



Windscreen



Slide Gate with Vented Windscreen



Privacy & Protection

Windscreen, also known as *privacy screen or scrim*, provides a **reliable barrier** when blowing winds might cause delays and disruptions to construction activities. With expensive tools, equipment, and raw materials on site, windscreen can also reduce the possibility of theft by hiding your valuables. A properly installed windscreen can also provide an aesthetic component: a cleaner, streamlined appearance for designated enclosures or for an entire project as a whole.

Contact one of our friendly Customer Service Representatives today to learn more about the benefits of windscreen and other accessories available to you.

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Features & Benefits

- Great for Privacy and Dust Control
- Easy to Install, Maintain and Remove
- Creates Streamlined Appearance
- Aids in Reducing Job Site Theft
- Ideal for Construction Projects

Specifications

- Made of Resilient HDPE Polyethylene
- Provides up to 88% Blockage
- Reinforced w/ Hemmed Edges and Steel Grommets
- 5′8″ for 6′ Fence, 7′8″ for 8′ Fence

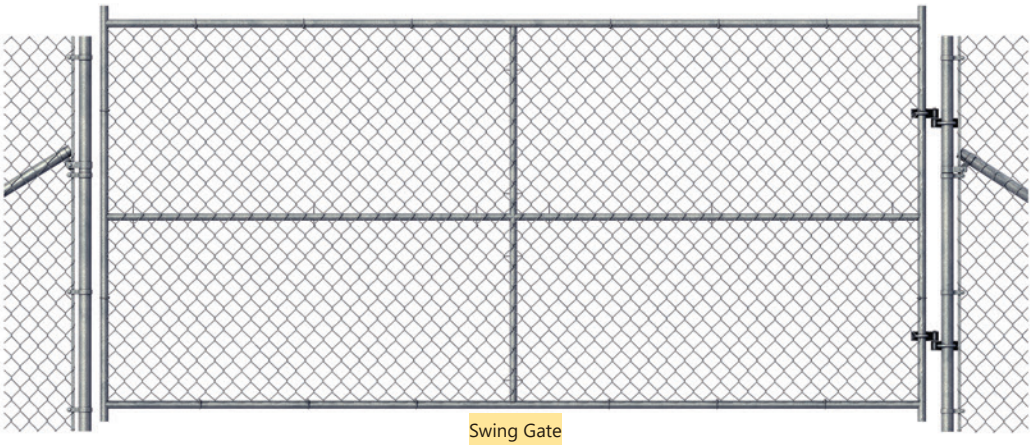


Inquire about other custom colors.

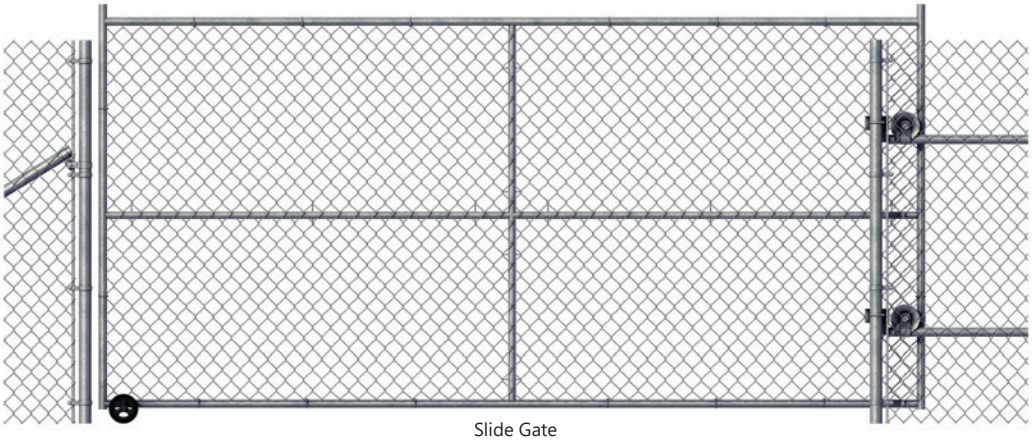
Uses

- Commercial Construction
- Housing Developments
- Remodels & Tenant Improvements
- Public Works Projects
- Post-Disaster Reconstruction

Fence Gates



Swing Gate



Slide Gate

Added Convenience

Construction sites are beehives of activity. Workers, earth moving equipment, dump trucks, and material deliveries are constantly on the go. With National's swing and slide gates, your people and equipment will move safely and efficiently.

Available in a variety of heights, widths, and configurations, fence gates are built for stability and continued use making the workflow on your job site more resourceful. No matter your choice, workers will appreciate the **added convenience** and you'll appreciate the versatility and **increased efficiency** to your job site.

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Features & Benefits

- Optimizes Job Site Efficiencies
- Perfect for Vehicles, Personnel
- Unlimited Installation Variables
- Swing or Slide, Single or Double
- Variety of Widths & Heights

Specifications

- Gate Frame: 1-3/8"
- Line Post/Braces: 1-5/8"
- Gate Post: 2-3/8"
- Galvanized & Corrosion Resistant
- ASTM A392-06 Standards Compliant

Uses

- Commercial Construction
- Housing Developments
- Remodels & Tenant Improvements
- Public Works Projects
- Post-Disaster Reconstruction

Komatsu 138



Komatsu 320 WA Wheel Loader



6in HDPE Pipe



4in DIP Pipe



12 ft Storage Container



Road Rock



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OWNERS

HHRC INC

PROPERTY DETAIL

LOCATION
1351 S CONGRESS AVE

MUNICIPALITY
PALM SPRINGS

PARCEL NO.
70-43-44-07-03-002-0030

SUBDIVISION
LAGUNA PARK 2 IN

BOOK/PAGE
/

SALE DATE

MAILING ADDRESS
1427 S CONGRESS AVE
WEST PALM BEACH FL 33406 5120

USE TYPE
7200 - PRV SCHL/COLL



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7200 - PRV SCHL/COLL



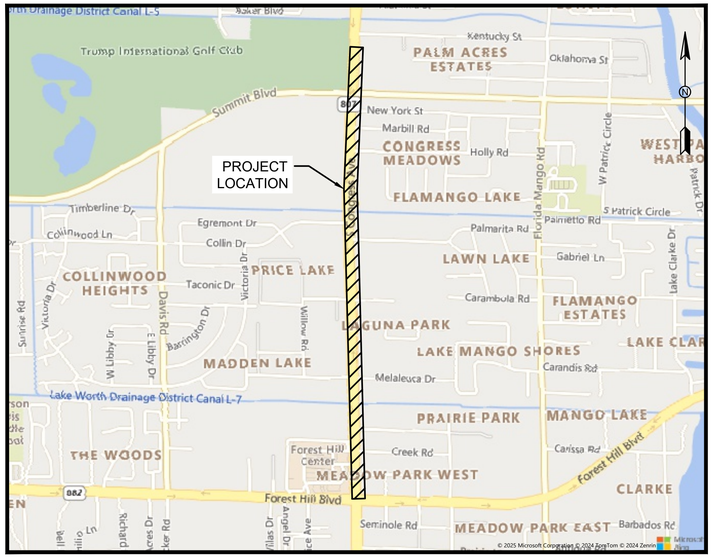
CONGRESS AVENUE
FORCE MAIN PROJECT

PREPARED FOR
VILLAGE OF PALM SPRINGS

PALM BEACH COUNTY, FLORIDA

SECTION 5, 6, 7, & 8, TOWNSHIP 44S, RANGE 43E





VICINITY MAP

NTS

SUMMARY OF WORK IN PBC ROW		
ITEM	QUANTITY	UNIT
4" DIP FORCE MAIN TO BE INSTALLED IN PBC ROW	137	LINEAR FEET
4" DIP FORCE MAIN TO BE INSTALLED UNDER PBC TRAVEL LANES	35	LINEAR FEET

MAY 2025

SHEET INDEX

SHEET No.	SHEET TITLE
G-01	COVER
G-02	GENERAL LEGEND, NOTES, AND ABBREVIATIONS
G-03	KEYSHEET
C-01	PROPOSED FORCE MAIN STA. 0+00 TO STA. 4+60
C-02	PROPOSED FORCE MAIN STA. 4+60 TO STA. 9+60
C-03	PROPOSED FORCE MAIN STA. 9+60 TO STA. 14+60
C-04	PROPOSED FORCE MAIN STA. 14+60 TO STA. 20+00
C-05	PROPOSED FORCE MAIN STA. 20+00 TO STA. 25+40
C-06	PROPOSED FORCE MAIN STA. 25+40 TO STA. 30+40
C-07	PROPOSED FORCE MAIN STA. 30+40 TO STA. 35+40
C-08	PROPOSED FORCE MAIN STA. 35+40 TO STA. 40+20
C-09	PROPOSED FORCE MAIN STA. 40+20 TO STA. 44+00
C-10	PROPOSED FORCE MAIN STA. 44+00 TO STA. 49+00
C-11	PROPOSED FORCE MAIN STA. 49+00 TO STA. 54+00
C-12	PROPOSED FORCE MAIN STA. 54+00 TO STA. 59+00
C-13	PROPOSED FORCE MAIN STA. 59+00 TO STA. 63+00
C-14	PROPOSED AERIAL CROSSING AT LWDD L-7 CANAL
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C-16	SERVICE CONNECTION DETAILS
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D-01	PBCWUD WASTEWATER STANDARD DETAILS
D-02	PBCWUD WASTEWATER STANDARD DETAILS
D-03	PBCWUD WASTEWATER STANDARD DETAILS
D-04	PBCWUD WASTEWATER STANDARD DETAILS
D-05	PBCWUD WASTEWATER STANDARD DETAILS
D-06	PBCWUD WASTEWATER STANDARD DETAILS
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S0.1	GENERAL NOTES
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S3.1	L-7 PILE CAP DETAILS
S4.0	FAN GUARD DETAILS

VILLAGE COUNCIL

BEVERLY "BEV" SMITH	MAYOR
JONI BRINKMAN	VICE MAYOR
PATTI WALLER	MAYOR PRO TEM
GARY READY	COUNCIL MEMBER
KIM SCHMITZ	COUNCIL MEMBER

ISSUED DATE: 05-16-2025

25-0084-01 - VPS - Congress Ave FM

CONGRESS AVENUE FORCE MAIN PROJECT

FINAL DESIGN

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

STEPHEN R. FOWLER, PE
License No: 69039

G-01

GENERAL ABBREVIATIONS

ABND	Abandon or Abandoned
ACP	Asbestos Cement Pipe
ADD'L	Additional
AL, Alum	Aluminum
APPROX	Approximate
ARV	Air Release Valve
ASP, Asph	Asphalt
BFP	Backflow Preventer
BFV	Butterfly Valve
B/L	Base Line
BLDG	Building
BM	Benchmark
BO	Blowoff
BOP	Bottom of Pipe
CATV	Cable Television
CB	Catch Basin
CO	Cleanout
CL	Center Line
CLF	Chain Link Fence
CIP	Cast Iron Pipe / Cast in Place
CMP	Corrugated Metal Pipe
CONC	Concrete
CONST	Construct/Construction
DE	Drainage Easement
DI	Ductile Iron
DIP	Ductile Iron Pipe
DIA	Diameter
DR	Dimensional Ratio/Drainage
DWY	Driveway
EL	Elevation
EP	Edge of Pavement
ESMT	Easement
EOW	Edge of Water
EX, EXIST	Existing
FDOT	Florida Department of Transportation
FH	Fire Hydrant
FL	Flanged
FM	Force Main
FND	Found
FNPT	Female Nominal Pipe Thread
FPL	Florida Power and Light
FW	Finished Water
GPS	Global Positioning System
GV	Gate Valve
HB	Hose Bibb
HDD	Horizontal Directional Drill
HDPE	High Density Polyethylene
HYD	Hydrant
ID	Identification/Inside Diameter
INV	Invert/Invert Elevation
IRC	Iron Rod & Cap
IRR	Irrigation
LAE	Limited Access Easement
LF	Linear Feet
LP	Light Pole
LS	Lift Station
LSA	Landscape Area
MAX	Maximum
MB	Mailbox
MECH	Mechanical
MH	Manhole
MIN	Minimum
MISC	Miscellaneous
MJ	Mechanical Joint
N/D	Nail and Disk
No	Number
NTS	Not to Scale
OC,O/C	On Center
OD	Outside Diameter
OHW	Overhead Wire
ORB	Official Records Book
PB	Plat Book
PE	Polyethylene Piping
PGL	Profile Grade Line
PVC	Polyvinyl Chloride/Polyvinyl Chloride Pipe
RC	Reinforced Concrete
RCP	Reinforced Concrete Pipe
RCW	Reclaimed Water
RED	Reducer
REINF	Reinforce/Reinforced
RJ	Restrained Joint
RWM	Raw Water Main
R/W,ROW	Right of Way
S=	Slope (FT/FT)/(Rise/Run)
SAN	Sanitary
SCH/SCHED	Schedule
SEC	Section
SF	Silt Fence
SP	Sample Point
SS	Sanitary Sewer
STA	Station
TBM	Temporary Benchmark
TEMP	Temporary
TOB	Top of Bank
TON	Top of Nut
TOP	Top of Pipe
TOS	Toe of Slope
TYP	Typical
UE	Utility Easement
UEC	Underground Electric Conduit
UGE	Underground Electric
UGT	Underground Telephone
UNK	Unknown
W/	With (Combined Form)
WF	Wood Fence
WM	Water Main or Water Meter
WPB	Wire Pullbox
WTP	Water Treatment Plant
WV	Water Valve
WWTP	Waste Water Treatment Plant

PIPING SYMBOLOGY

- CONCENTRIC REDUCER
- ECCENTRIC REDUCER
- UNION
- BALL VALVE (BV)
- GATE VALVE (GV)
- BUTTERFLY VALVE (BFV)/ ODOR CONTROL DAMPENER
- PLUG VALVE (PV)
- CHECK VALVE (CV)
- PLUG/CAP
- CLEAN OUT
- TAPPING VALVE
- LINE STOP
- HOSE BIBB
- EXISTING PIPE
- EXISTING BURIED PIPE
- PROPOSED PIPE
- PROPOSED BURIED PIPE
- MECHANICAL JOINT
- FLANGE JOINT
- FLEXIBLE COUPLING
- FLEXIBLE COUPLING WITH THRUST TIES
- ELBOW UP
- ELBOW DOWN
- 90° ELBOW
- TEE UP
- TEE DOWN
- TEE
- CROSS

LINETYPES

	EXISTING*	PROPOSED*
CABLE TV	CATV CATV	
CENTER LINE		
EASEMENT		
ELECTRIC	E E	
FENCE (BARB/FIELD)	X X	X X
FENCE (CHAINLINK)	O O	O O
FENCE (WOOD)	WF WF	WF WF
FIBER OPTIC	FOC FOC	FOC FOC
FORCE MAIN	FM FM	FM FM
FORCE MAIN (LOW PRESSURE)	LPF LPF	LPF LPF
GAS	GAS GAS	
GUARDRAIL		
IRRIGATION	IRR IRR	
OVERHEAD UTILITIES	OHU OHU	
RAILROAD TRACK		
RECLAIMED WATER MAIN	RCW RCW	RCW
RIGHT-OF-WAY		
SANITARY SEWER	S S S	S S S
SANITARY SEWER SERVICE	SS SS	SS SS
SILT FENCE		SF SF
STORM DRAINAGE	ST ST ST	ST ST
TELEPHONE	T T T	
TOP OF BANK		
TOE OF SLOPE		
TRAFFIC SIGNAL	TS TS TS	TS TS
TURBIDITY BARRIER		TB TB
UNKNOWN	UNK UNK	
VACUUM SEWER	VS VS VS	VS VS
WATER MAIN	WM WM	WM WM
WATER SERVICE	WS WS	WS WS

* DEPICTS ABOVE GRADE —— TEXT —— TEXT —— TEXT ——

* DEPICTS BELOW GRADE – – – TEXT – – – TEXT – – – TEXT – – – TEXT – –

CIVIL SYMBOLOGY

CONSTRUCTION BASE LINE (0+00) · CONFLICT LOCATION (C-1) · SAMPLE POINT (SP1) · WATER SURFACE ELEVATION (EL 48.00) · DIRECTION OF FLOW · BENCHMARK

EXISTING ELEVATION (x 19.5) · PROPOSED ELEVATION (10.0) · TEST HOLE (TH-01) · EXIST. FIRE HYDRANT · PROP. FIRE HYDRANT · ARV MANHOLE (A)

EXIST. WATER METER (M) · PROP. WATER METER · STORM INLET · STORM MANHOLE (D) · YARD DRAIN · STREET SIGN · ELECTRIC MANHOLE (E)

SEWER MANHOLE (S) · SEWER CLEANOUT(S) (C) · CONCRETE UTILITY POLE · WOOD UTILITY POLE(S) · UTILITY PULLBOX (PB) · LIGHT POLE(S)

GUY ANCHOR · PHONE PEDESTAL (T) · CABLE TV BOX (CTV) · LIFT STATION(S) (LS)

HATCH LEGEND

ASPHALT MILL & OVERLAY · PAVEMENT RESTORATION · SIDEWALK RESTORATION · CURB RESTORATION

SECTION/DETAIL SYMBOL

SECTION — SCALE: — 5 / 15 — SECTION LETTER/DETAIL NUMBER — SHEET/DRAWING NO. WHERE SECTION/DETAIL IS SHOWN

1 / 101 — SECTION FLAG

A — A — SECTION CUT

8" DIP FORCE MAIN

NOMINAL PIPE DIA.(IN.) · PIPE MATERIAL (IF SHOWN) · FLOW STREAM IDENTIFICATION (IF SHOWN)

PIPE DESIGNATION

SURVEY ABBREVIATIONS, AND LEGEND

A	AIR RELEASE MANHOLE	CS	CURBSTOP
	BENCHMARK	DC	DROP CURB
BFP	BACKFLOW PREVENTER	E	EAST
BOL	BOLLARD	L	LEFT
	CATCH BASIN	LB	LICENSED BUSINESS
	CONCRETE POWER POLE	LS	LICENSED SURVEYOR
	CONCRETE POWER POLE WITH LIGHT	L.W.D.D.	LAKE WORTH DRAINAGE DISTRICT
	CROSS WALK SIGNAL POLE	N	NORTH
	ELECTRIC HANDHOLE	NAVD	NORTH AMERICAN VERTICAL DATUM
FOM	FIBER OPTIC BOLLARD	P.B.C.R.	PALM BEACH COUNTY RECORDS
	FIBER OPTIC HANDHOLE	PCN:	PARCEL CONTROL NUMBER
HYD	FIRE HYDRANT	PG	PAGE
	IRRIGATION CONTROL VALVE HANDHOLE	P.I.	POINT OF INTERSECTION
JB	JUNCTION BOX	R	RIGHT
M	MAILBOX	R.P.B.	ROAD PLAT BOOK
MP	METAL POST	RWM	R.P.B. 3, P.G.S. 32-39, P.B.C.R.
(	POWER POLE ANCHOR	S	SOUTH
S	SANITARY MANHOLE	TP	TEXTURED PAD
SV	SANITARY VALVE	W	WEST
	SIGN	(P1)	CIRCUS TRIX CPD (P.B. 126, PG. 189, P.B.C.R.)
	TRAFFIC HANDHOLE	(P2)	LARSON ADDITION (P.B. 24, PG. 55, P.B.C.R.)
W	WATER METER	(P3)	APEC-CONGRESS (P.B. 137, PG. 40, P.B.C.R.)
WV	WATER VALVE	x"	MISCELLANEOUS TREE
WV	WATER VALVE WITH 2X2 CONCRETE PAD	x"	PALM TREE
	WOOD POWER POLE	NOTE: X" INDICATES TRUNK DIAMETER AT BREAST HEIGHT	
	WOOD POWER POLE WITH LIGHT		

SURVEY NOTES

1. DATE OF FIELD SURVEY: DECEMBER 4TH, 2024
2. THIS SURVEY LIES IN SECTION 5, 6, 7 & 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.
3. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
4. MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
5. ELEVATIONS REFERENCED HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

PBC-TRAFFIC ITS NOTES

1. ANY DAMAGE TO PBC-TRAFFIC ITS FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.
2. PALM BEACH COUNTY RESERVES THE RIGHT TO DETERMINE IF DAMAGED FACILITIES WILL BE REPAIRED OR REPLACED.
3. PBC-TRAFFIC ITS CONTACT IS JOE GARZA (CONSTRUCTION COORDINATOR) 561-681-4319.
4. PAVEMENT MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL T-P-24.

GENERAL NOTES

PROCEDURE

1. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO BEGINNING THE WORK. THE MEETING SHALL BE ATTENDED BY THE OWNER, CONTRACTOR, ENGINEER AND OTHER INTERESTED PARTIES.
2. ANY PROPOSED REVISIONS TO THE CONTRACT PLANS AND SPECIFICATIONS SHALL BE CALLED TO THE ATTENTION OF THE OWNER PRIOR TO THE PRE-CONSTRUCTION MEETING.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO EXECUTION OF WORK.
4. CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL 48-HOURS PRIOR TO DIGGING FOR FIELD LOCATION OF UNDERGROUND UTILITIES.
5. THREE (3) COPIES OF THE CURRENT APPROVED MATERIAL LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING OF THE PRE-CONSTRUCTION MEETING.
6. ALL APPLICABLE PERMITS SHALL BE OBTAINED BY CONTRACTOR PRIOR TO BEGINNING THE WORK. (NPDES, BUILDING, ETC.).
7. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON JOB SITE.
8. ALL MATERIALS AND EQUIPMENT SUPPLIED SHALL CONFORM TO THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT (PBCWUD) APPROVED MATERIALS LIST AND APPROVED SHOP DRAWINGS. SUBSTITUTE MATERIALS SHALL NOT BE APPROVED AFTER DELIVERY TO THE JOB SITE. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
9. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. ANY DISCREPANCY IN OR VARIATION FROM THE PLANS IS TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER. THE CONTRACTOR SHALL CONFIRM AND INSTALL (IF NECESSARY) ADEQUATE MECHANICAL PIPE / JOINT RESTRAINT ON EXISTING PIPES PRIOR TO CONNECTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS FROM ALL OTHER UTILITY FACILITIES.
12. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS A MINIMUM OF 48 HOURS IN ADVANCE.
13. NO CONNECTION TO AN EXISTING MAIN OR STRUCTURE SHALL BE MADE WITHOUT THE PRESENCE OF THE OWNER'S INSPECTOR.
14. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND THE PBCWUD'S MINIMUM STANDARDS. CONFLICTS BETWEEN THE PRECEDING DOCUMENTS SHOULD BE CALLED TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER IN WRITING.
15. UPON COMPLETION OF CONSTRUCTION, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO THE CONTRACT PLANS AND SPECIFICATIONS.
16. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.
17. CONTRACTOR SHALL CONTACT PALM BEACH COUNTY TRAFFIC OPERATIONS AT 561-233-3900 FORTY EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
18. DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY THE CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.
19. NO EXCAVATION AROUND PALM BEACH COUNTY SIGNAL POLES WITHIN 6 FOOT RADIUS FROM CENTER OF THE POLE AND 6 FEET AROUND THE GUY WIRE ANCHOR ROD. NO EXCAVATION BETWEEN PBC SIGNAL POLES AND SUPPORTING GUY WIRE ANCHOR ROD. PLEASE SEE PALM BEACH COUNTY TRAFFIC SIGNAL INSTALLATION STANDARDS AND DETAILS 2022 DRAWING T-5.4

PRESSURE PIPE NOTES

1. PROVIDE 36" MINIMUM COVER FROM FINISHED GRADE TO TOP OF PIPE, UNLESS OTHERWISE NOTED ON THE PLANS.
2. DUCTILE IRON PIPE (DIP) THICKNESS SHALL CONFORM TO THE PBCWUD'S APPROVED MATERIAL LIST. DIP POTABLE WATER AND RECLAIMED WATER MAIN SHALL BE CEMENT LINED. DIP FORCE MAIN SHALL BE CERAMIC EPOXY LINED.
3. PVC PRESSURE PIPE SHALL CONFORM TO THE PBCWUD'S APPROVED MATERIAL LIST.
4. ALL FITTINGS SHALL BE DUCTILE IRON WITH MECHANICAL JOINTS WITH CEMENT OR APPROVED EPOXY LINING UNLESS SPECIFIED OTHERWISE.
5. POTABLE WATER, RECLAIMED WATER AND WASTEWATER FORCE MAIN VALVES 10 INCHES AND SMALLER SHALL BE RESILIENT SEAT GATE VALVES. TWELVE-INCH (12") OR LARGER FORCE MAIN VALVES SHALL BE RESILIENT SEAT GATE VALVES OR ECCENTRIC PLUG VALVES (IF APPROVED IN ADVANCE BY DEPARTMENT). POTABLE WATER AND RECLAIMED WATER MAIN VALVES LARGER THAN 10 INCHES SHALL BE BUTTERFLY VALVES.
6. ALL TRENCHING, PIPE-LAYING, BACKFILL, PRESSURE TESTING, AND DISINFECTION MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND HEALTH DEPARTMENT STANDARDS AND REGULATIONS.
7. ALL FORCE MAIN PIPING, VALVES AND FITTINGS SHALL BE RESTRAINED ACCORDING TO DETAIL 41S.

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
(NAVD88 + 1.52' = NGVD29)

811 Know what's **below.** **Call** before you dig.

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

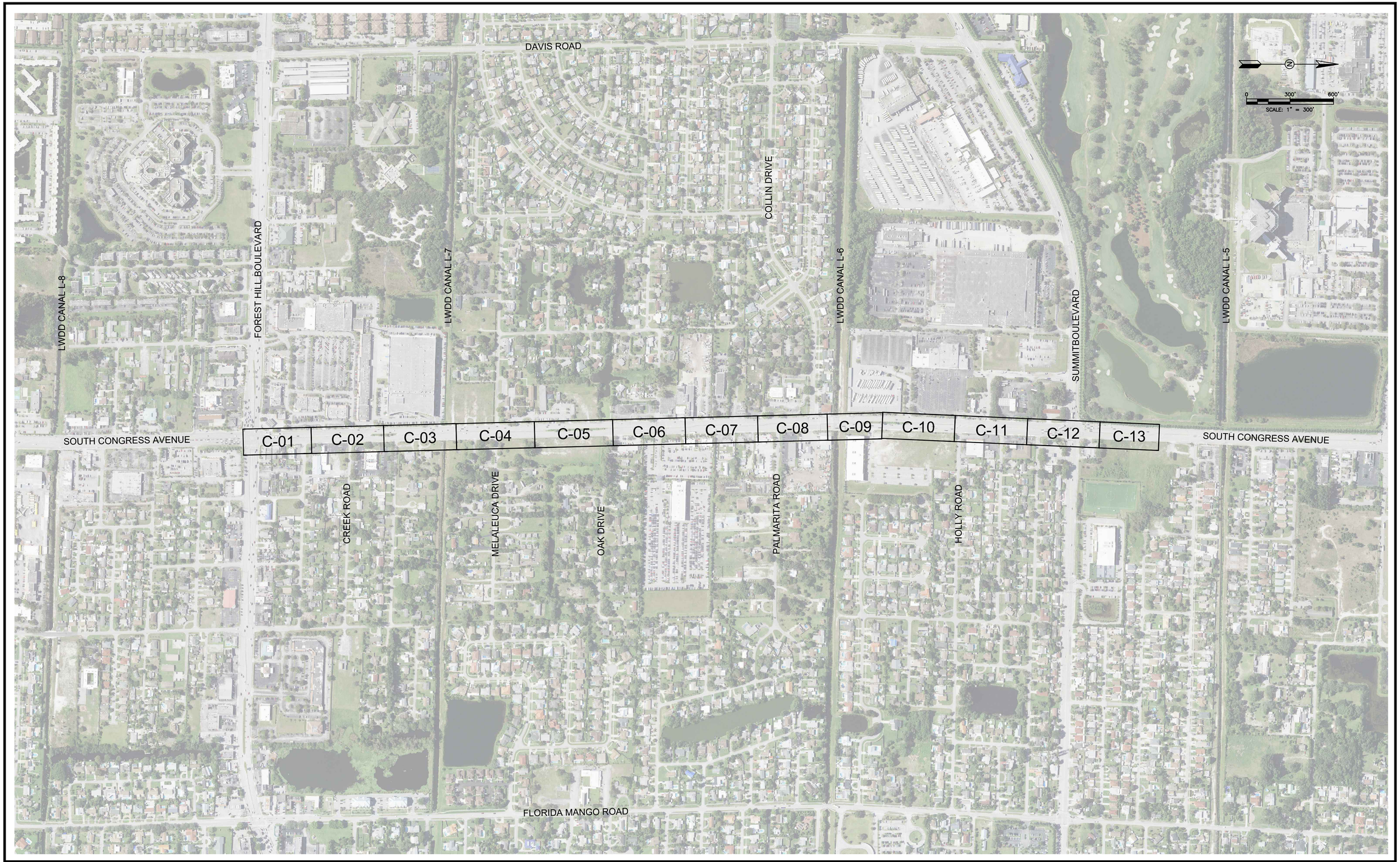
GENERAL LEGEND, NOTES, AND ABBREVIATIONS

HOLTZ CONSULTING ENGINEERS, INC.
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CERTIFICATE OF AUTH. No. 26960

STEPHEN R. FOWLER, PE
License No: 69039

G-02

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\LEGEND_GEN NOTES.dwg Layout Name: General Legend – Plotted by: Russell Ryon – Date: 5/15/2025 – 11:08 AM – Holtz Consulting Engineers



REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

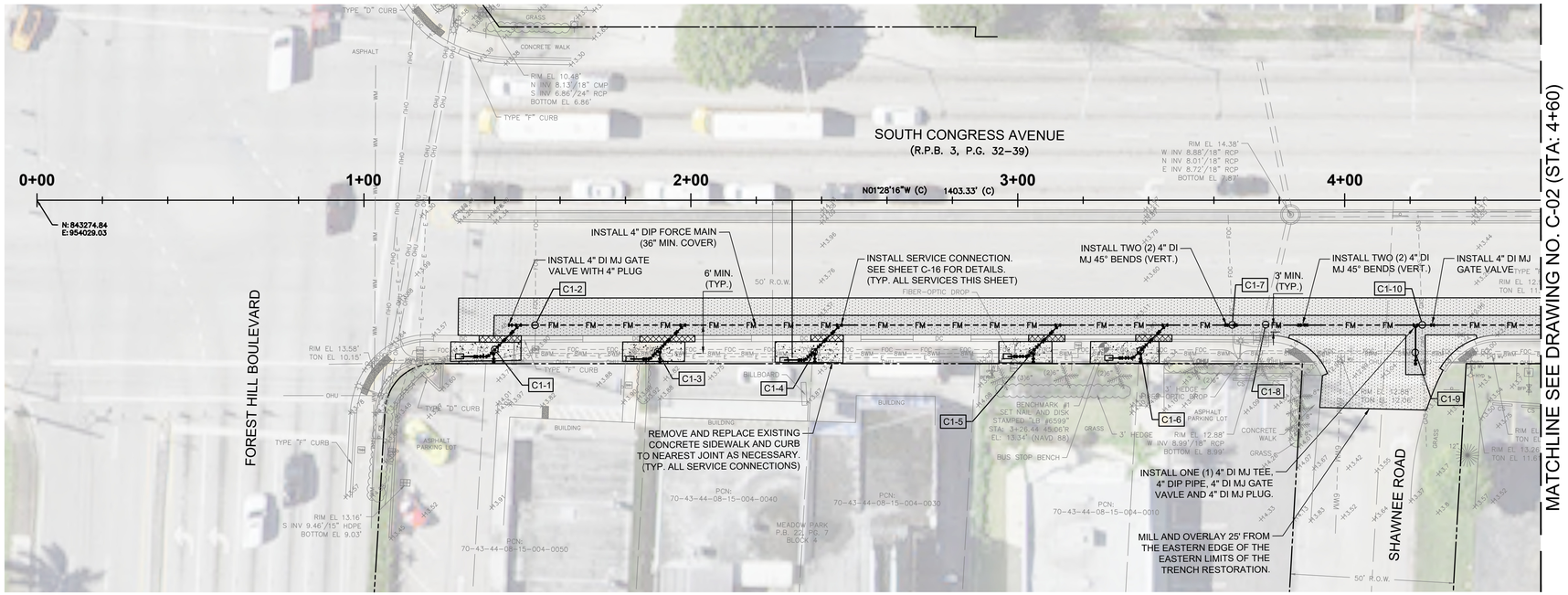
KEYSHEET

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G-03

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\KEYSHEET.dwg Layout Name: KEYSHEET - Plotted by: Russell Ryan - Date: 5/15/2025 - 11:09 AM - Holtz Consulting Engineers

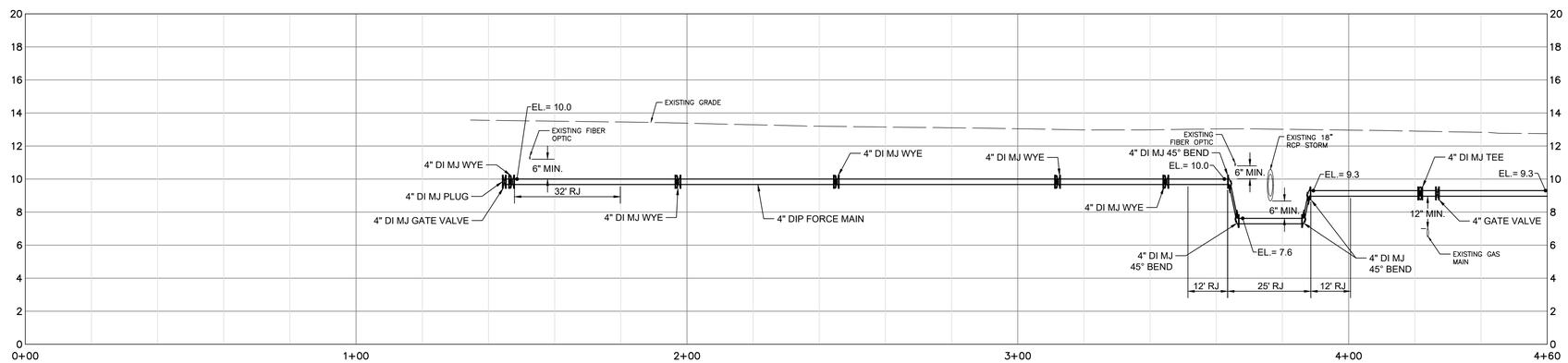


HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

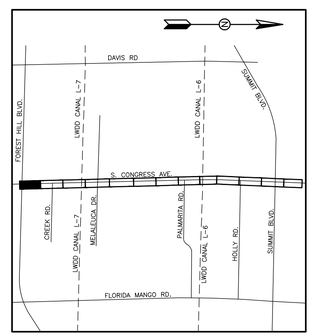
*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C1-1	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. AND ELECTRIC MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C1-2	PROP. 4" DIP FM UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C1-3	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. AND ELECTRIC MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C1-4	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. AND ELECTRIC MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C1-5	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. AND ELECTRIC MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C1-6	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C1-7	PROP. 4" DIP FM OVER/UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C1-8	PROP. 4" DIP FM UNDER EXIST. 18" STORM. MAINTAIN MIN. 6" CLEARANCE.
C1-9	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C1-10	PROP. 4" DIP FM OVER EXIST. GAS. MAINTAIN MIN. 12" CLEARANCE.



PROFILE VIEW - STA: 0+00 TO STA: 4+60

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

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VILLAGE OF PALM SPRINGS
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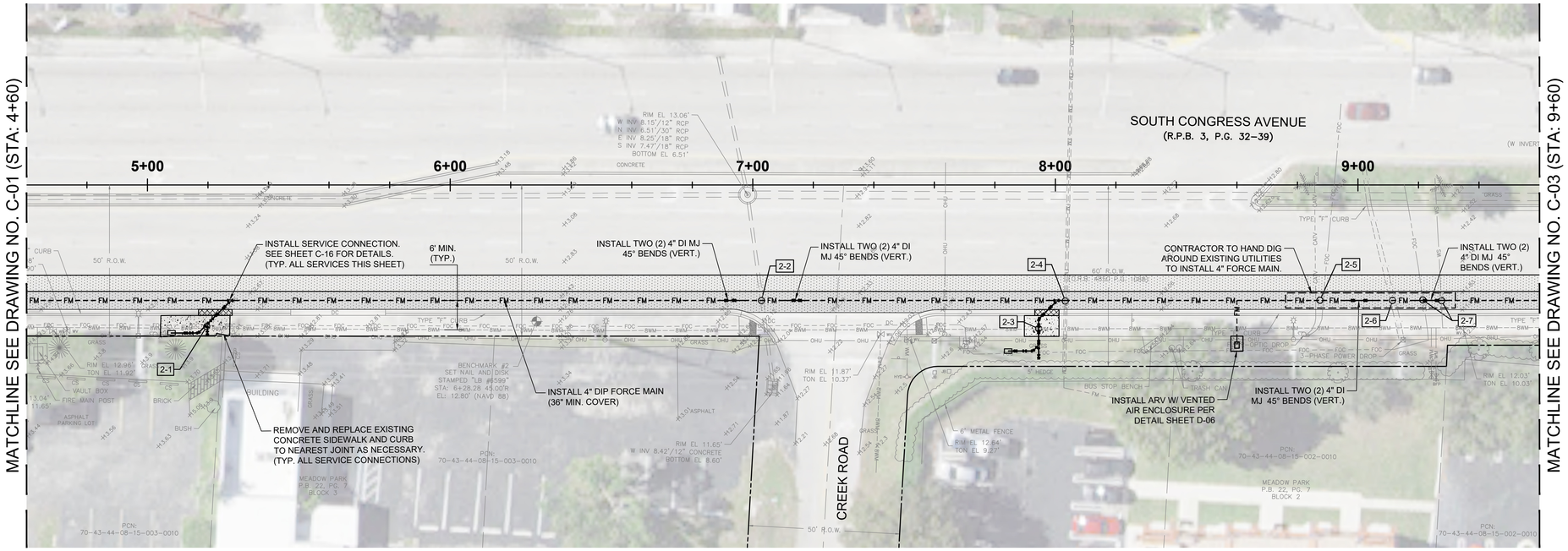
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STA. 0+00 TO STA. 4+60

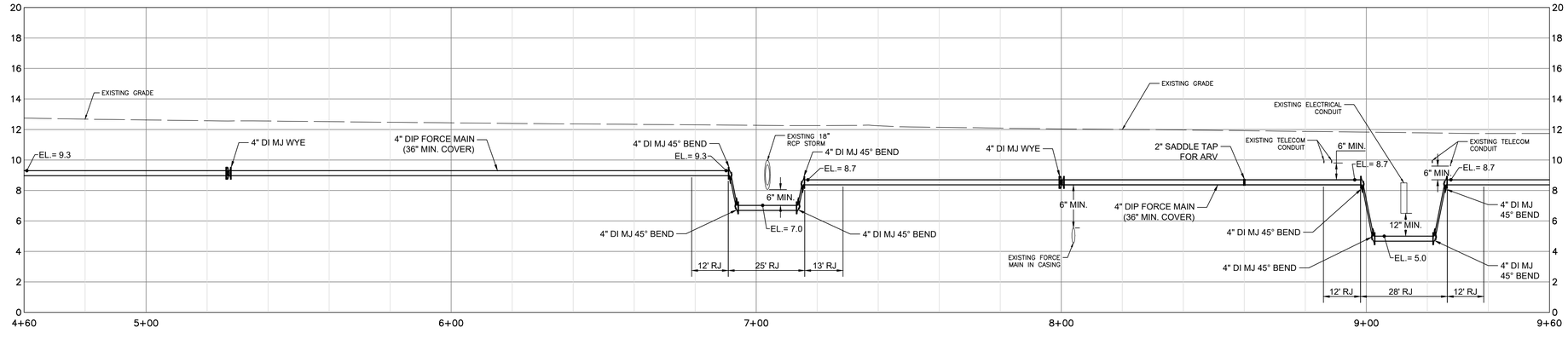
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License No: 69039

C-01

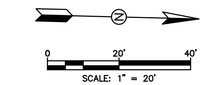
Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\PLAN.dwg Layout Name: C-01 – Plotted by: Russell Ryan – Date: 5/15/2025 – 11:09 AM – Holtz Consulting Engineers





PROFILE VIEW - STA: 4+60 TO STA: 9+60

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'

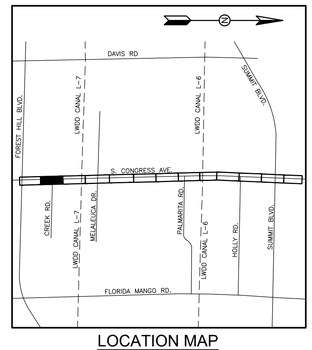


HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C2-1	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE. & UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C2-2	PROP. 4" DIP FM UNDER EXIST. 12" RCP STORM. MAINTAIN MIN. 6" CLEARANCE.
C2-3	PROP. 4" DIP FM SERVICE UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE & UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C2-4	PROP. 4" DIP FM OVER EXIST. 2" FM IN 12" CASING. MAINTAIN MIN. 6" CLEARANCE.
C2-5	PROP. 4" DIP FM UNDER EXIST. TV AND FOC. MAINTAIN MIN. 6" CLEARANCE.
C2-6	PROP. 4" DIP FM UNDER EXIST. FPL DUCT BANK. MAINTAIN MIN. 12" CLEARANCE.
C2-7	PROP. 4" DIP FM UNDER EXIST. FOC AND WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

PROPOSED FORCE MAIN
STA. 4+60 TO STA. 9+60

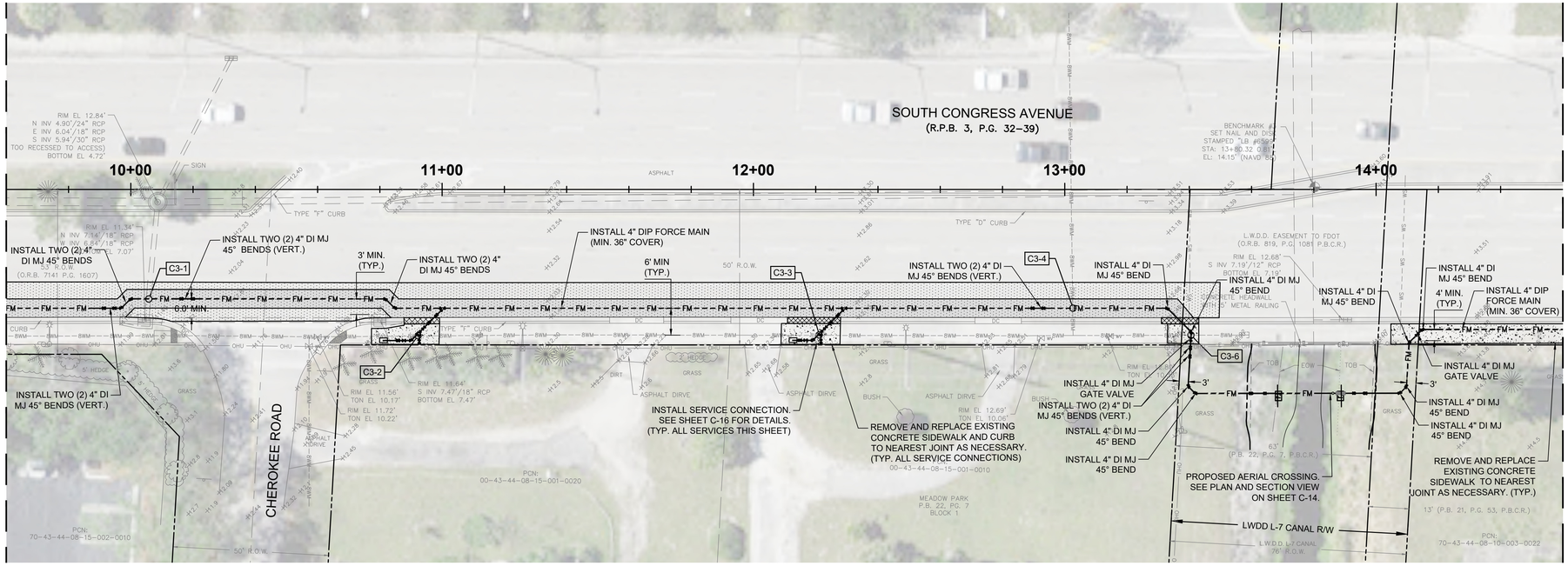
HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

STEPHEN R. FOWLER, PE
License No: 69039

C-02

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PLAN.dwg Layout Name: C-02 - Plotted by: Russell Ryon - Date: 5/15/2025 - 11:10 AM - Holtz Consulting Engineers

MATCHLINE SEE DRAWING NO. C-02 (STA: 9+60)



MATCHLINE SEE DRAWING NO. C-04 (STA: 14+60)

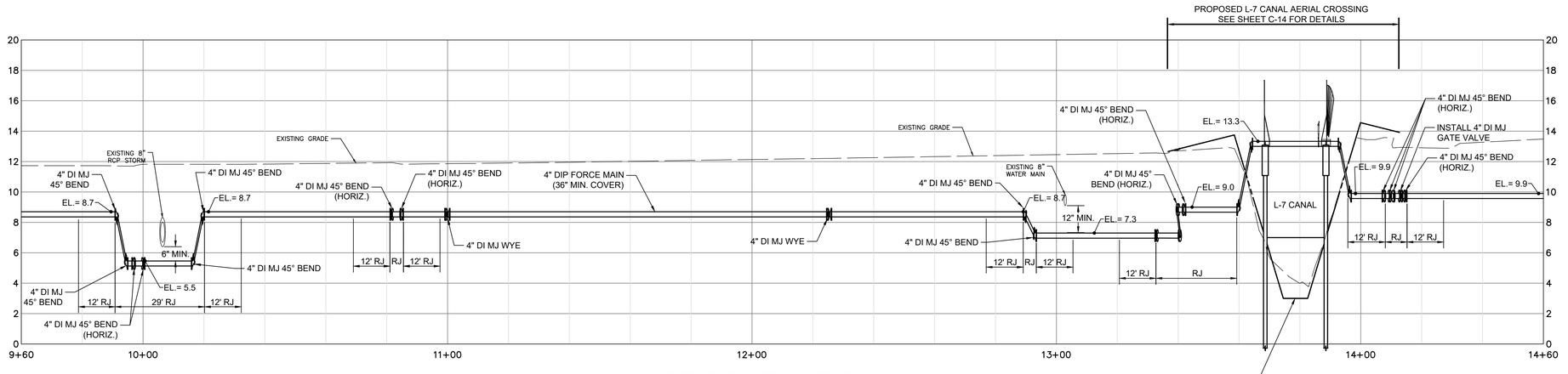
0 20' 40'
SCALE: 1" = 20'

HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

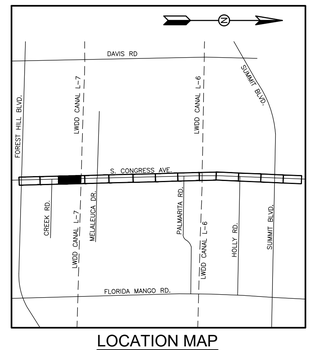
*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C3-1	PROP. 4" DIP FM UNDER EXIST. 18" RCP STORM. MAINTAIN MIN. 6" CLEARANCE.
C3-2	PROP. 4" DIP FM SERVICE UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C3-3	PROP. 4" DIP FM SERVICE UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C3-4	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C3-5	PROP. 4" DIP FM UNDER EXIST. WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.
C3-6	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C3-7	PROP. 4" DIP FM UNDER EXIST. WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.



PROFILE VIEW - STA: 9+60 TO STA: 14+60

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

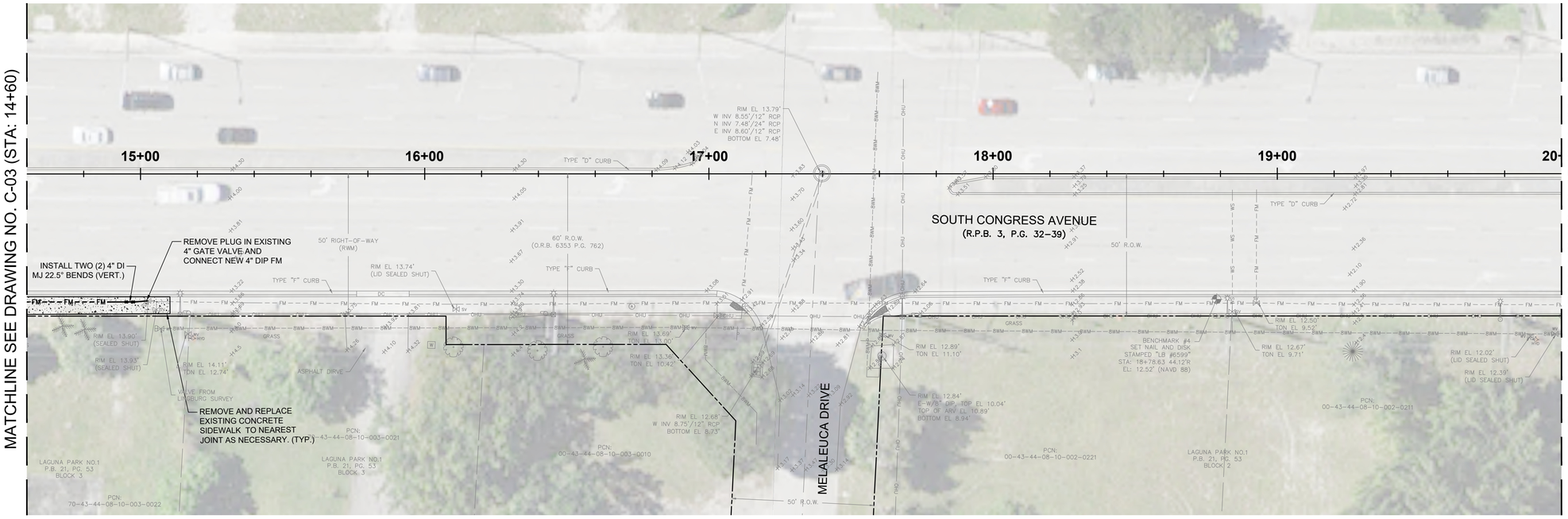
PROPOSED FORCE MAIN
STA. 9+60 TO STA. 14+60

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License No: 69039

C-03

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PLAN.dwg Layout Name: C-03 - Plotted by: Russell Ryan - Date: 5/15/2025 - 11:11 AM - Holtz Consulting Engineers



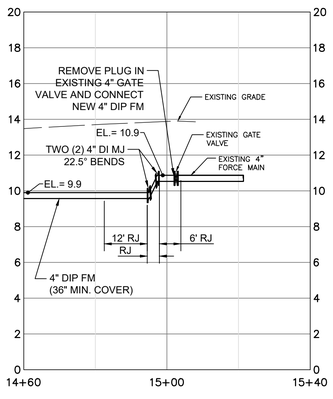
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SCALE: 1" = 20'

HATCH LEGEND

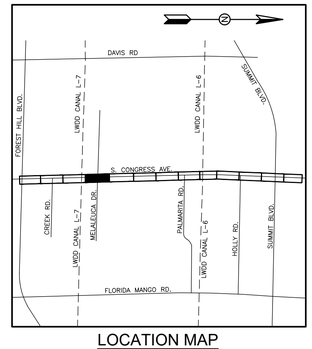
- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.



PROFILE VIEW - STA: 14+60 TO STA: 15+40

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP

NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

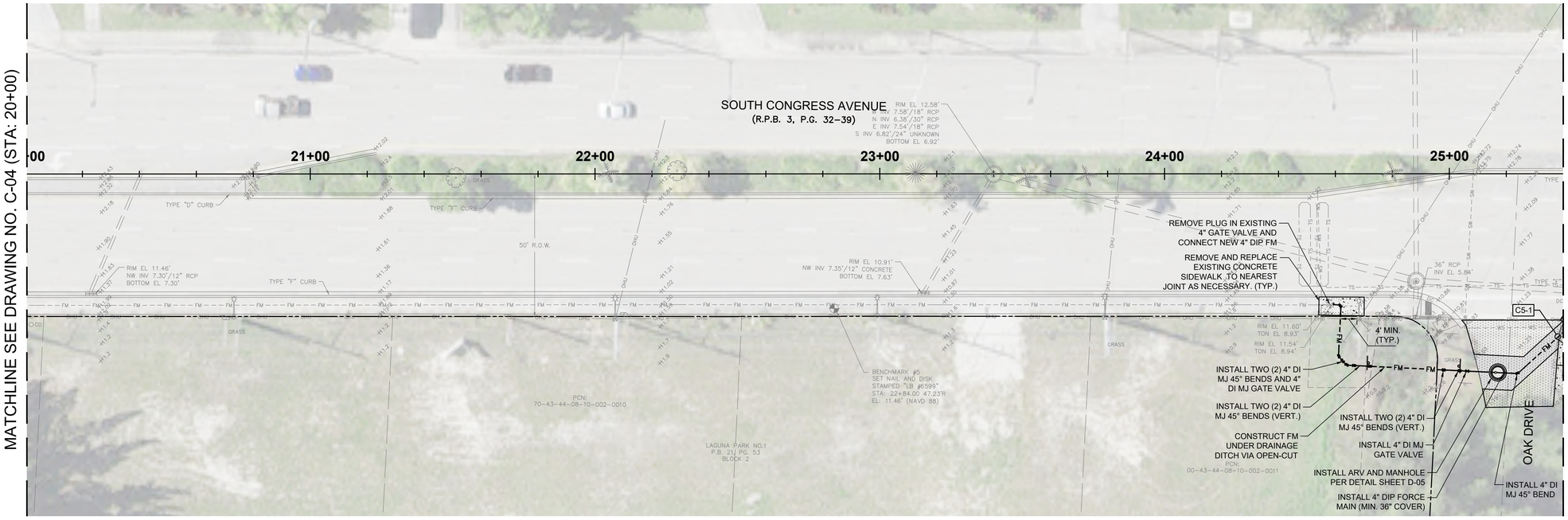
PROPOSED FORCE MAIN
STA. 14+60 TO STA. 20+00

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C-04

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\PLAN.dwg Layout Name: C-04 – Plotted by: Russell Ryan – Date: 5/15/2025 – 11:11 AM – Holtz Consulting Engineers



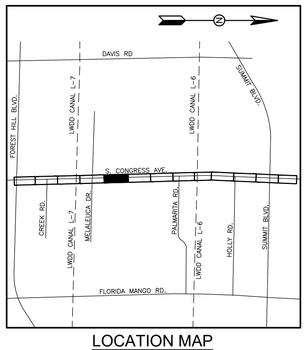
0 20' 40'
SCALE: 1" = 20'

HATCH LEGEND

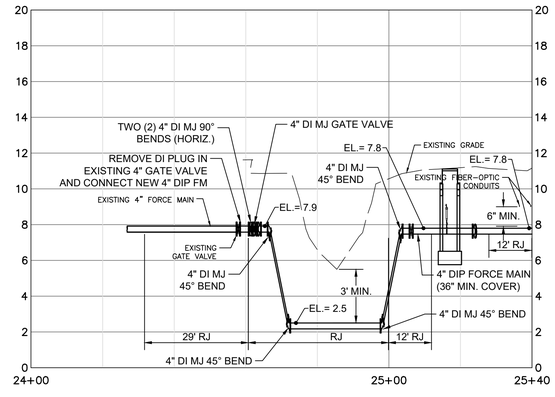
- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C5-1	PROP. 4" DIP FM OVER/UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.



LOCATION MAP
NOT TO SCALE



PROFILE VIEW - STA: 24+00 TO STA: 25+40
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

PROPOSED FORCE MAIN
STA. 20+00 TO STA. 25+40

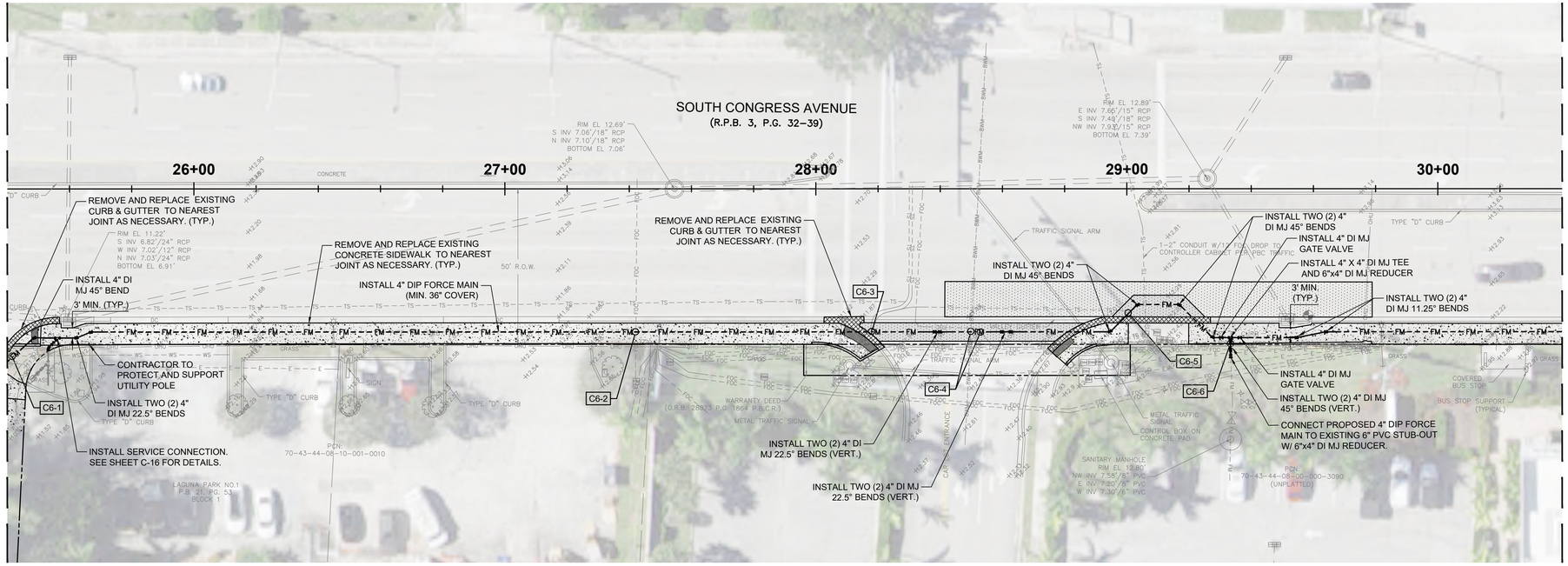
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JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

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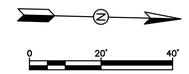
C-05

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\PLAN.dwg Layout Name: C-05 – Plotted by: Russell Ryan – Date: 5/15/2025 – 11:09 AM – Holtz Consulting Engineers

MATCHLINE SEE DRAWING NO. C-05 (STA: 25+40)



MATCHLINE SEE DRAWING NO. C-05 (STA: 30+40)

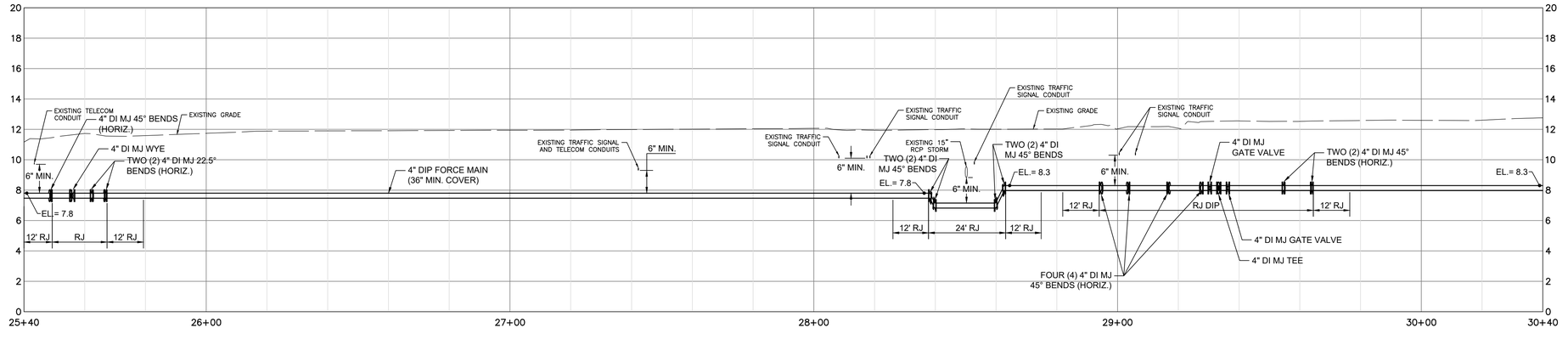


HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

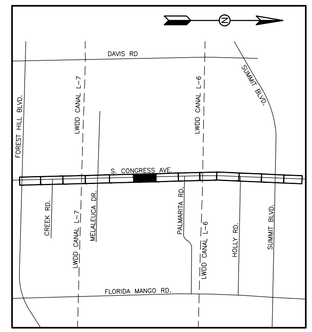
*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C6-1	PROP. 4" DIP FM UNDER EXIST. WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.
C6-2	PROP. 4" DIP FM UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C6-3	PROP. 4" DIP FM UNDER EXIST. TRAFFIC SIGNAL WIRES. MAINTAIN MIN. 6" CLEARANCE.
C6-4	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE. & UNDER FOC. MAINTAIN MIN. 6" CLEARANCE.
C6-5	PROP. 4" DIP FM UNDER EXIST. TRAFFIC SIGNAL WIRES. MAINTAIN MIN. 6" CLEARANCE.
C6-6	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC AND ELECTRIC. MAINTAIN MIN. 6" CLEARANCE.



PROFILE VIEW - STA: 25+40 TO STA: 30+40

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

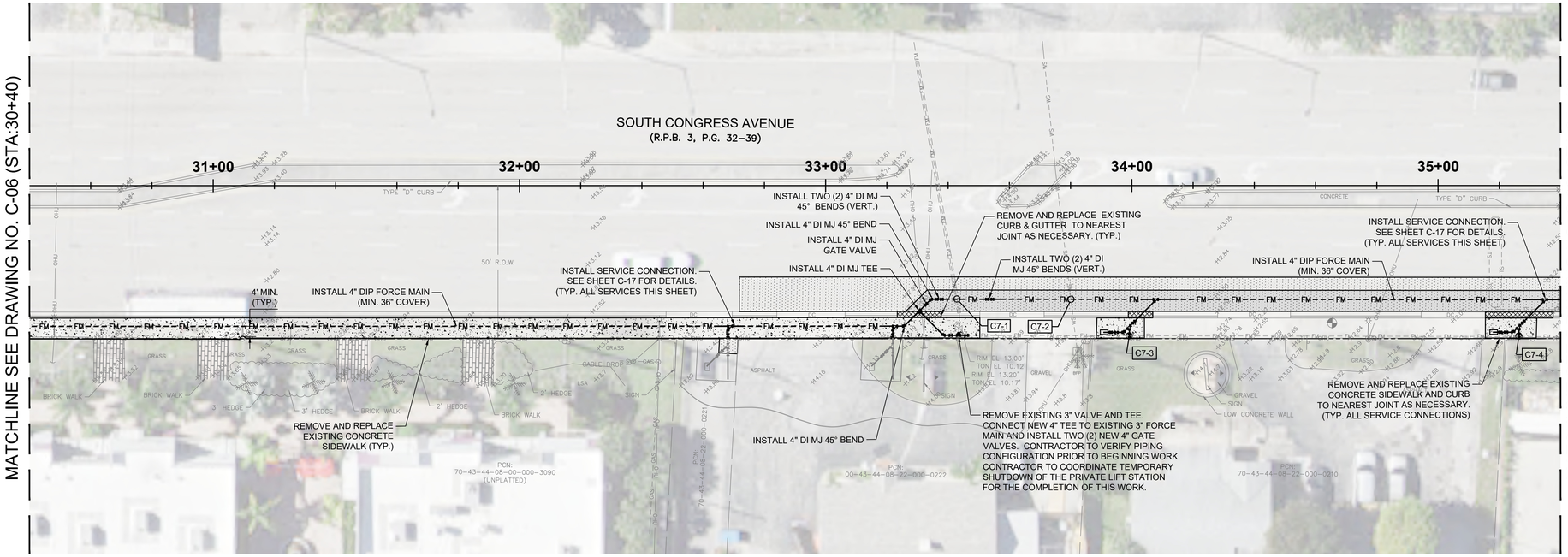
PROPOSED FORCE MAIN
STA. 25+40 TO STA. 30+40

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License No: 69039

C-06

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\PLAN.dwg Layout Name: C-06 – Plotted by: Russell Ryan – Date: 5/15/2025 – 11:12 AM – Holtz Consulting Engineers



0 20' 40'

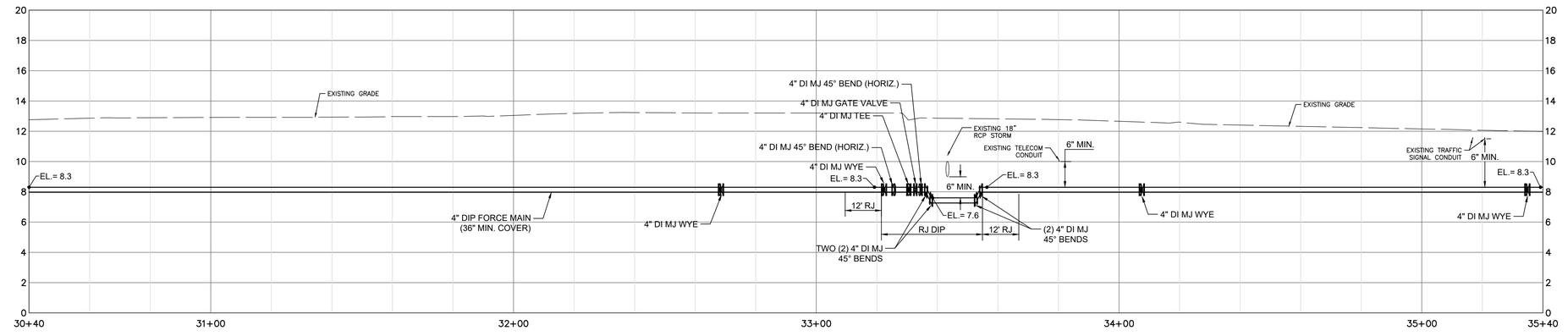
SCALE: 1" = 20'

HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

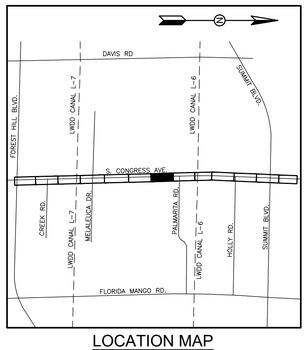
*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C7-1	PROP. 4" DIP FM UNDER EXIST. 3" FM IN 12" CASING. MAINTAIN MIN. 6" CLEARANCE.
C7-2	PROP. 4" DIP FM UNDER EXIST. WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.
C7-3	PROP. 4" DIP FM SERVICE OVER/UNDER EXIST. 3" FM. MAINTAIN MIN. 6" CLEARANCE.
C7-4	PROP. 4" DIP FM SERVICE UNDER EXIST. TRAFFIC SIGNAL WIRE AND 3" FM. MAINTAIN MIN. 6" CLEARANCE.



PROFILE VIEW - STA: 30+40 TO STA: 35+40

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP

NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

PROPOSED FORCE MAIN
STA. 30+40 TO STA. 35+40

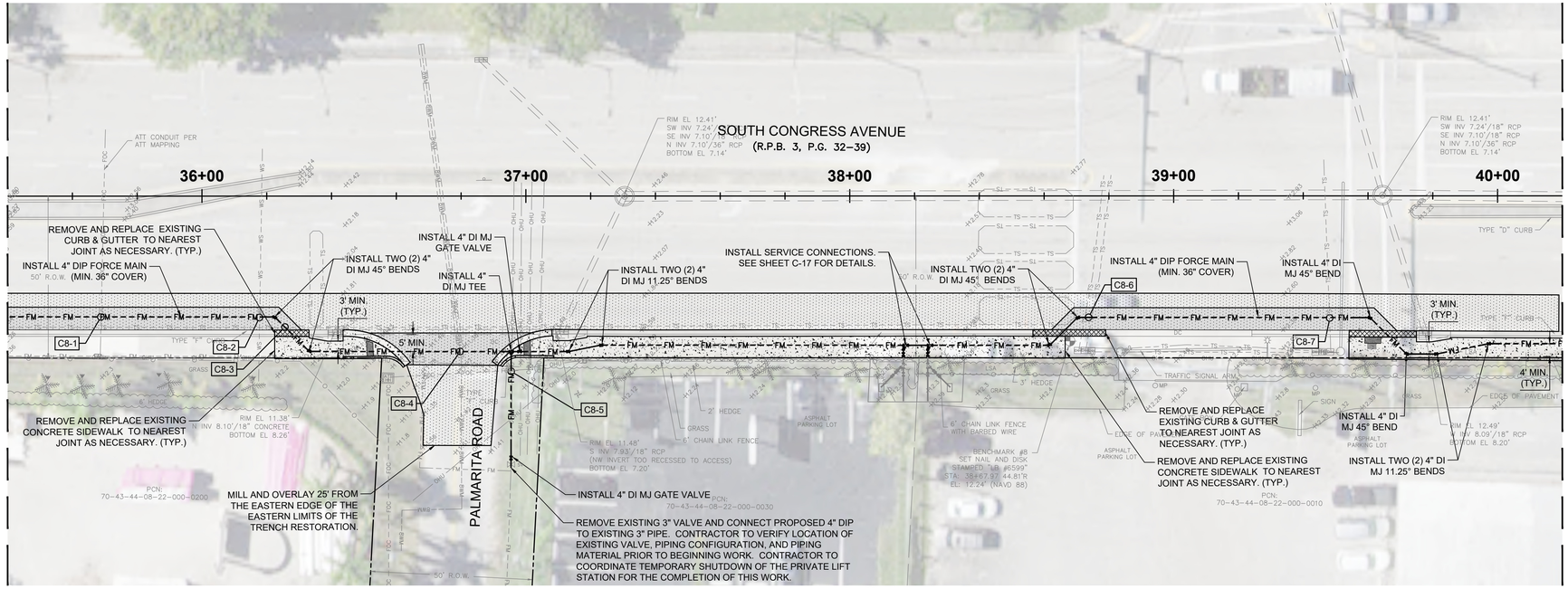
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C-07

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PLAN.dwg Layout Name: C-07 - Plotted by: Russell Ryan - Date: 5/15/2025 - 11:11 AM - Holtz Consulting Engineers

MATCHLINE SEE DRAWING NO. C-07 (STA: 35+40)



MATCHLINE SEE DRAWING NO. C-09 (STA: 40+20)

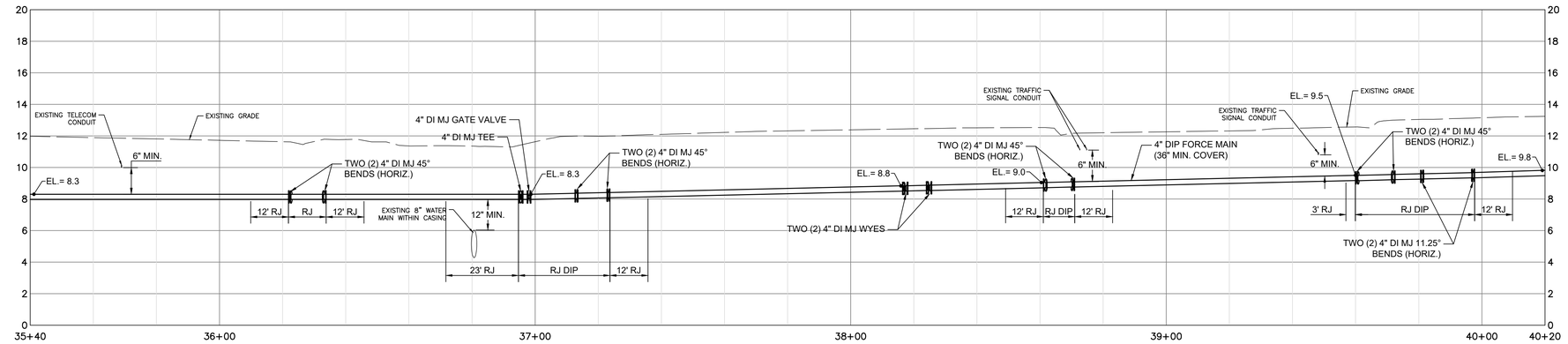
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SCALE: 1" = 20'

HATCH LEGEND

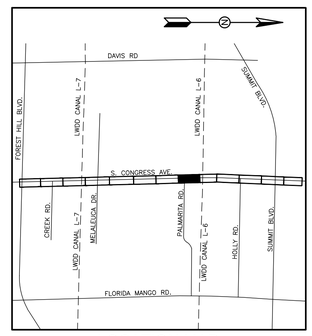
- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C8-1	PROP. 4" DIP FM UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C8-2	PROP. 4" DIP FM UNDER EXIST. WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.
C8-3	PROP. 4" DIP FM UNDER EXIST. TRAFFIC SIGNAL WIRE. MAINTAIN MIN. 6" CLEARANCE.
C8-4	PROP. 4" DIP FM OVER EXIST. 8" WM IN 20" CASING. MAINTAIN MIN. 12" CLEARANCE.
C8-5	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C8-6	PROP. 4" DIP FM UNDER EXIST. TRAFFIC SIGNAL WIREs. MAINTAIN MIN. 6" CLEARANCE.
C8-7	PROP. 4" DIP FM UNDER EXIST. TRAFFIC SIGNAL WIRE. MAINTAIN MIN. 6" CLEARANCE.



PROFILE VIEW - STA: 35+40 TO STA: 40+20
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

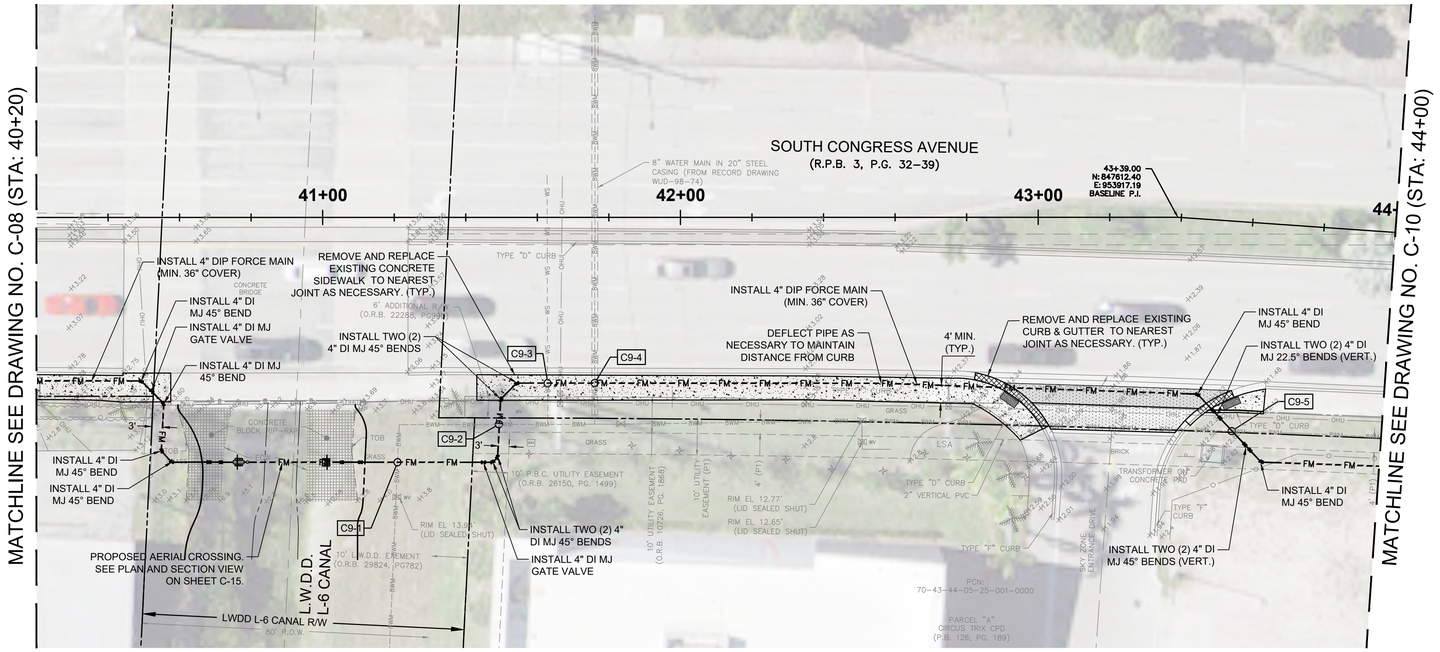
PROPOSED FORCE MAIN
STA. 35+40 TO STA. 40+20

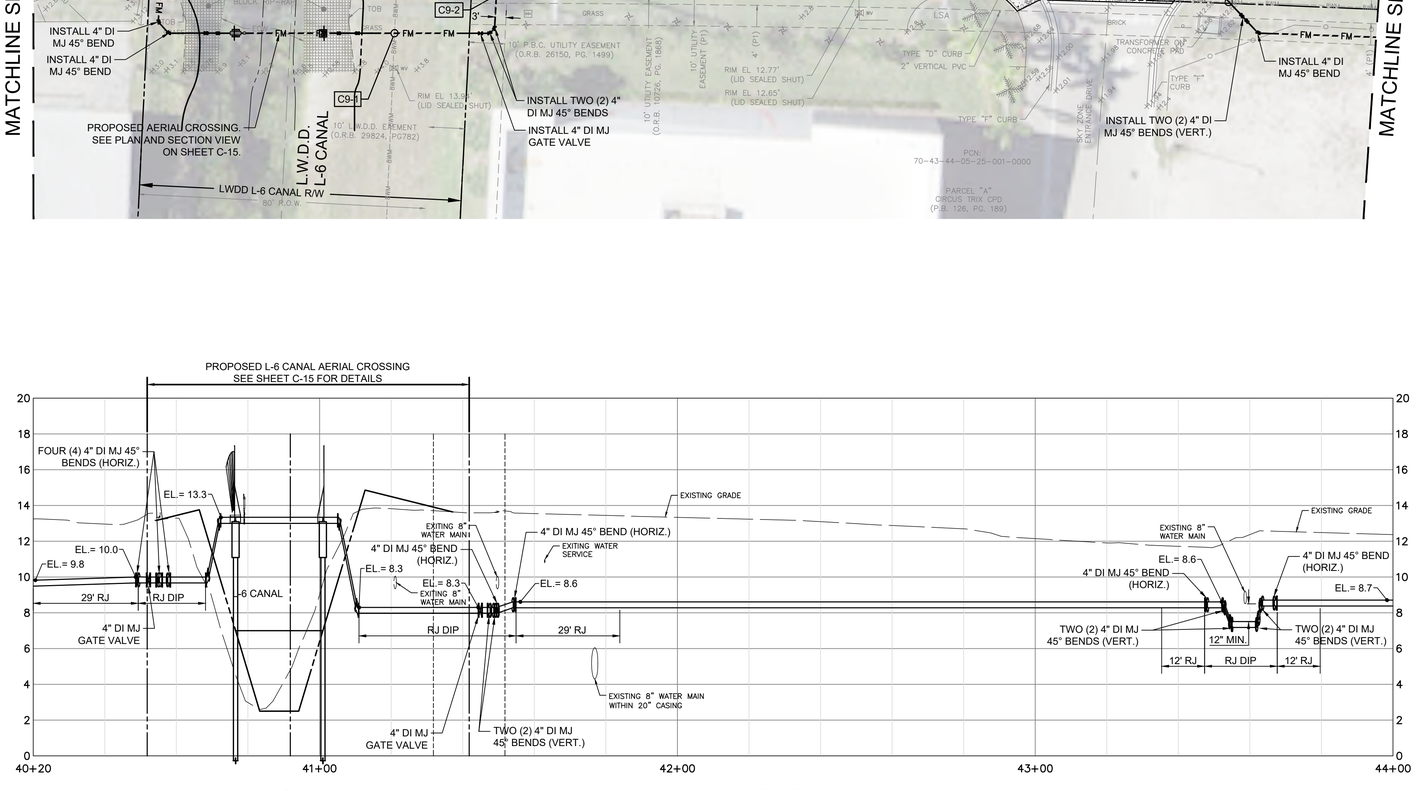
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JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

STEPHEN R. FOWLER, PE.
License No: 69039

C-08

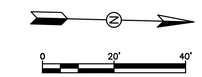
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PROFILE VIEW - STA: 40+20 TO STA: 44+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



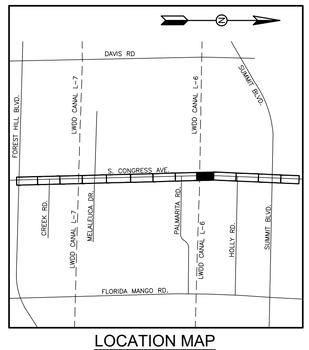
HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE

CONFLICT #	DESCRIPTION
C9-1	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C9-2	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C9-3	PROP. 4" DIP FM OVER/UNDER EXIST. WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.
C9-4	PROP. 4" DIP FM OVER EXIST. 8" WM IN 20" CASING. MAINTAIN MIN. 12" CLEARANCE.
C9-5	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

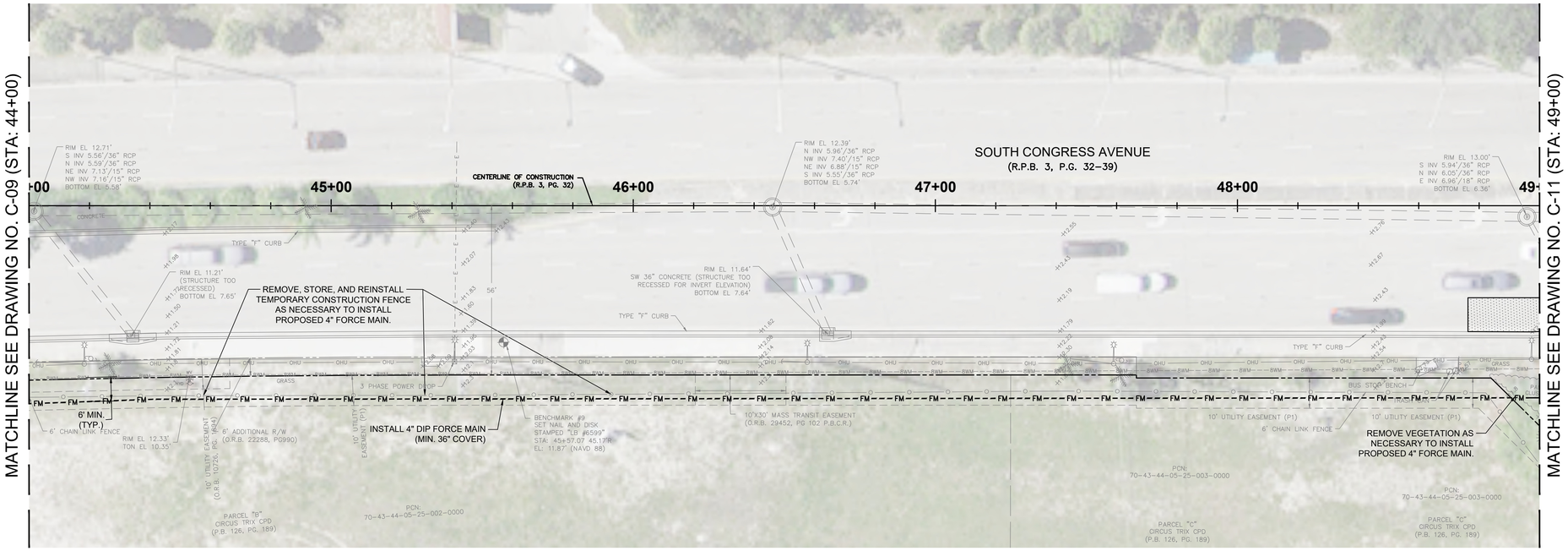
PROPOSED FORCE MAIN
STA. 40+20 TO STA. 44+00

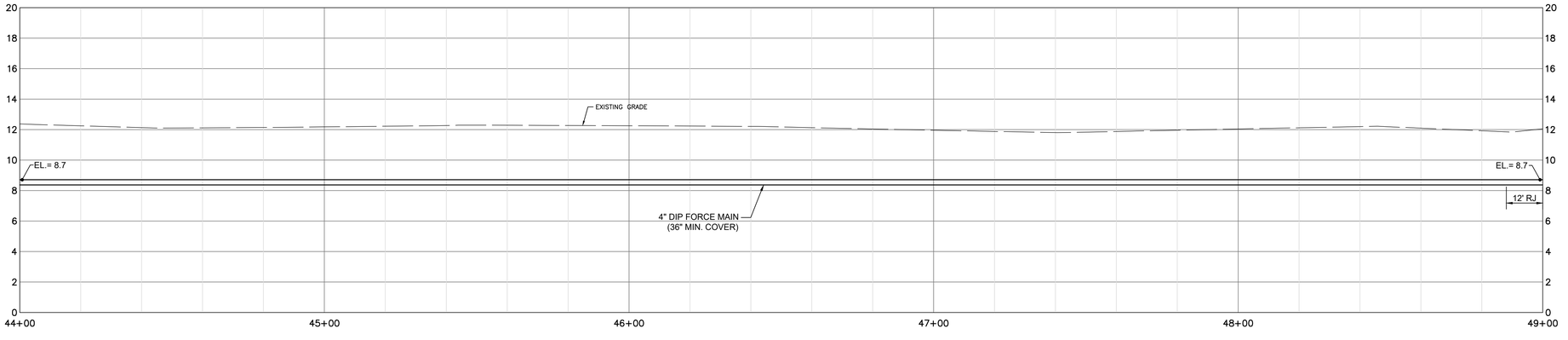
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270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

STEPHEN R. FOWLER, PE
License No: 69039

C-09

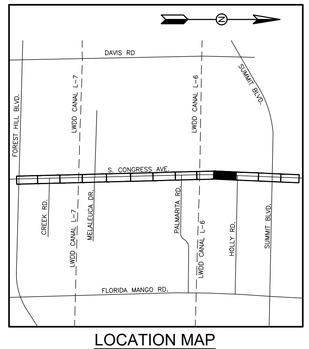
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PROFILE VIEW - STA: 44+00 TO STA: 49+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

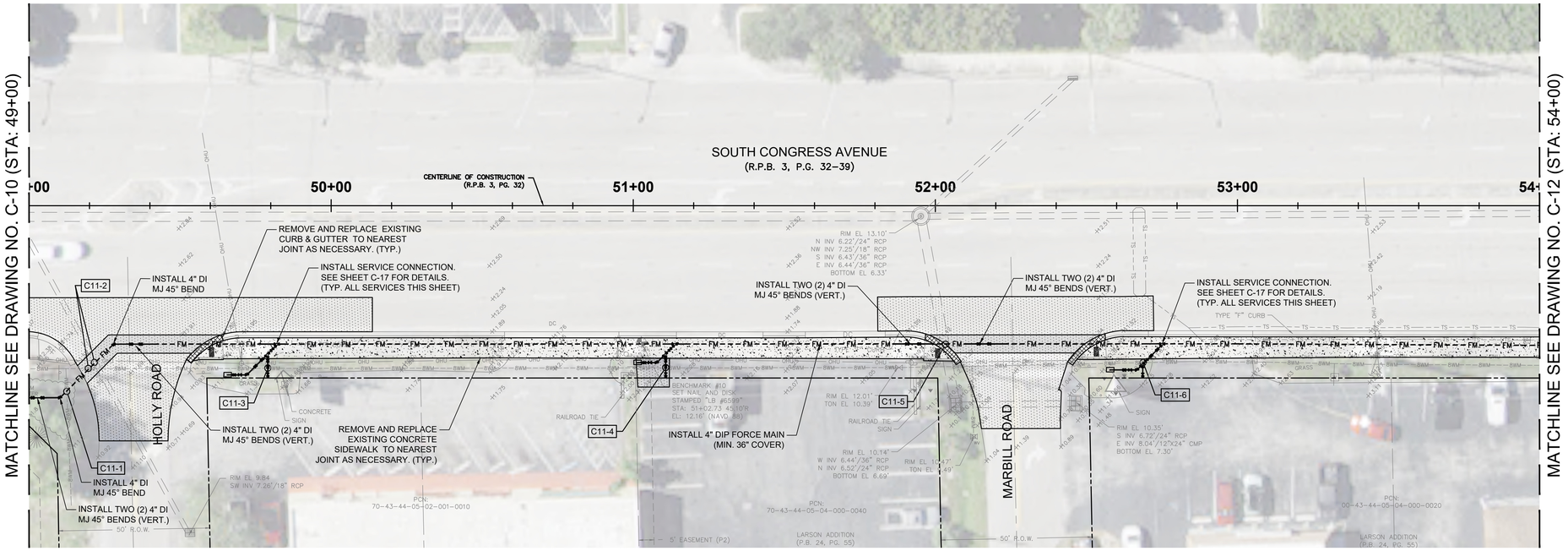
PROPOSED FORCE MAIN
STA. 44+00 TO STA. 49+00

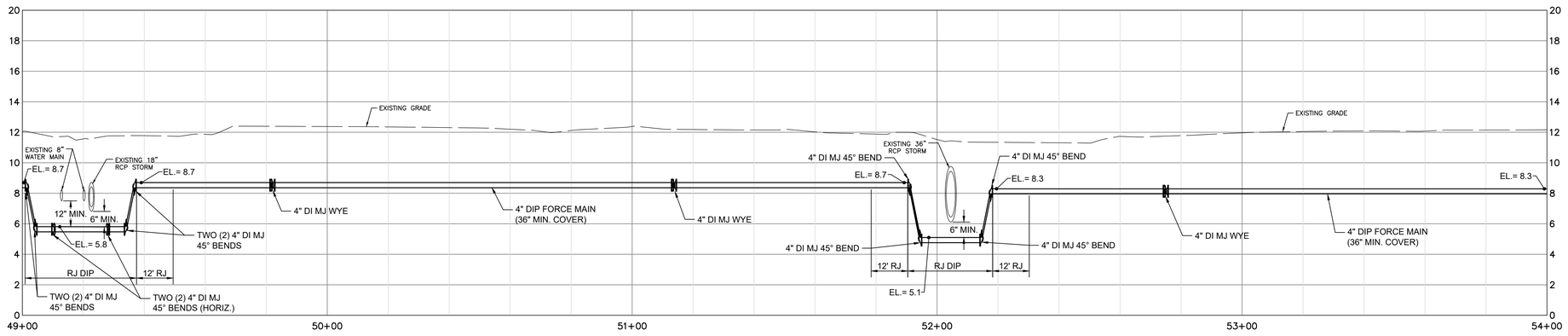
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C-10

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PLAN.dwg Layout Name: C-10 - Plotted by: Russell Ryan - Date: 5/15/2025 - 11:10 AM - Holtz Consulting Engineers





PROFILE VIEW - STA: 49+00 TO STA: 54+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'

0 20' 40'

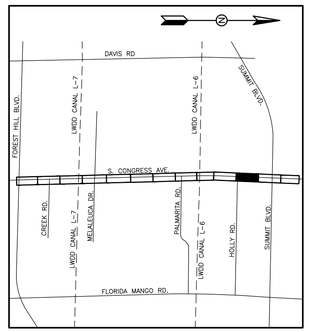
SCALE: 1" = 20'

HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C11-1	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C11-2	PROP. 4" DIP FM UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE. AND 18" RCP STORM. MAINTAIN MIN. 6" CLEARANCE.
C11-3	PROP. 4" DIP FM SERVICE UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C11-4	PROP. 4" DIP FM SERVICE UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.
C11-5	PROP. 4" DIP FM UNDER EXIST. 36" RCP STORM. MAINTAIN MIN. 6" CLEARANCE.
C11-6	PROP. 4" DIP FM SERVICE UNDER EXIST. 8" WM. MAINTAIN MIN. 12" CLEARANCE.



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

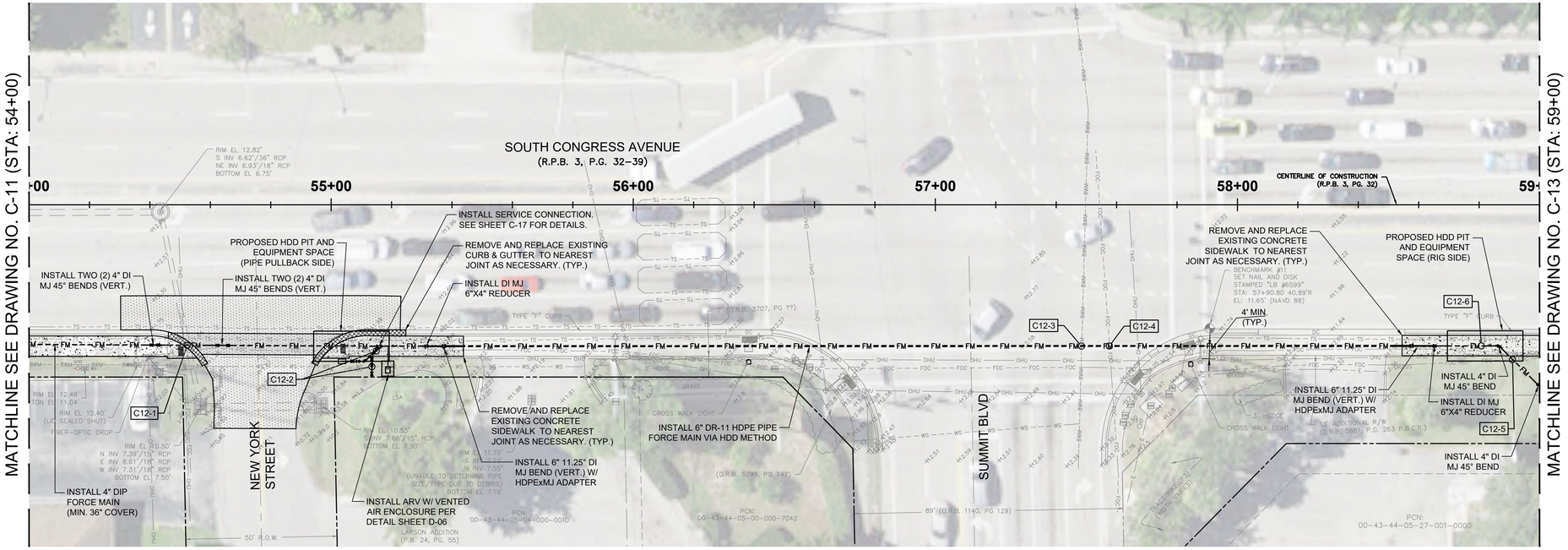
PROPOSED FORCE MAIN
STA. 49+00 TO STA. 54+00

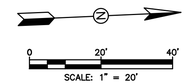
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JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

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License No: 69039

C-11

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PLAN.dwg Layout Name: C-11 - Plotted by: Russell Ryan - Date: 5/15/2025 - 11:11 AM - Holtz Consulting Engineers



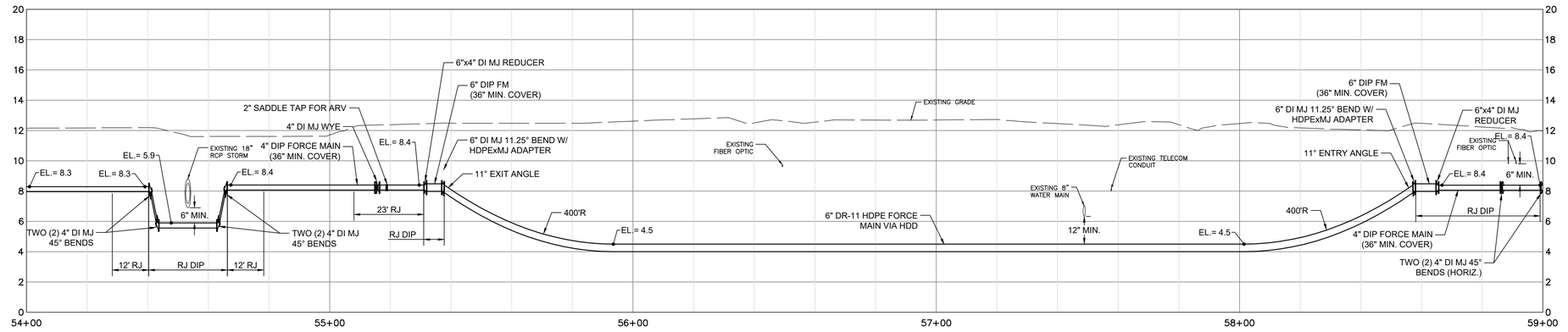


HATCH LEGEND

- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

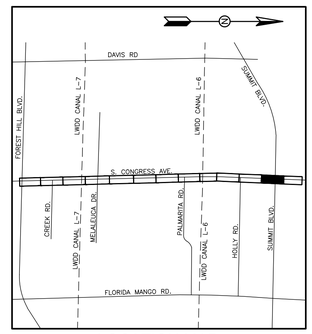
*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.

CONFLICT TABLE	
CONFLICT #	DESCRIPTION
C12-1	PROP. 4" DIP FM UNDER EXIST. 18" RCP STORM. MAINTAIN MIN. 6" CLEARANCE.
C12-2	PROP. 4" DIP FM SERVICE UNDER EXIST. FOC AND WATER SERVICE. MAINTAIN MIN. 6" CLEARANCE.
C12-3	PROP. 6" FM UNDER EXIST. 8" WM VIA HDD. MAINTAIN MIN. 12" CLEARANCE.
C12-4	PROP. 6" DIP FM UNDER EXIST. FOC VIA HDD. MAINTAIN MIN. 6" CLEARANCE.
C12-5	PROP. 4" DIP FM UNDER EXIST. FOC. MAINTAIN MIN. 6" CLEARANCE.
C12-6	PROP. 4" DIP FM UNDER EXIST. 4" PVC ELECTRIC CONDUIT MAINTAIN MIN. 6" CLEARANCE.



PROFILE VIEW - STA: 54+00 TO STA: 59+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

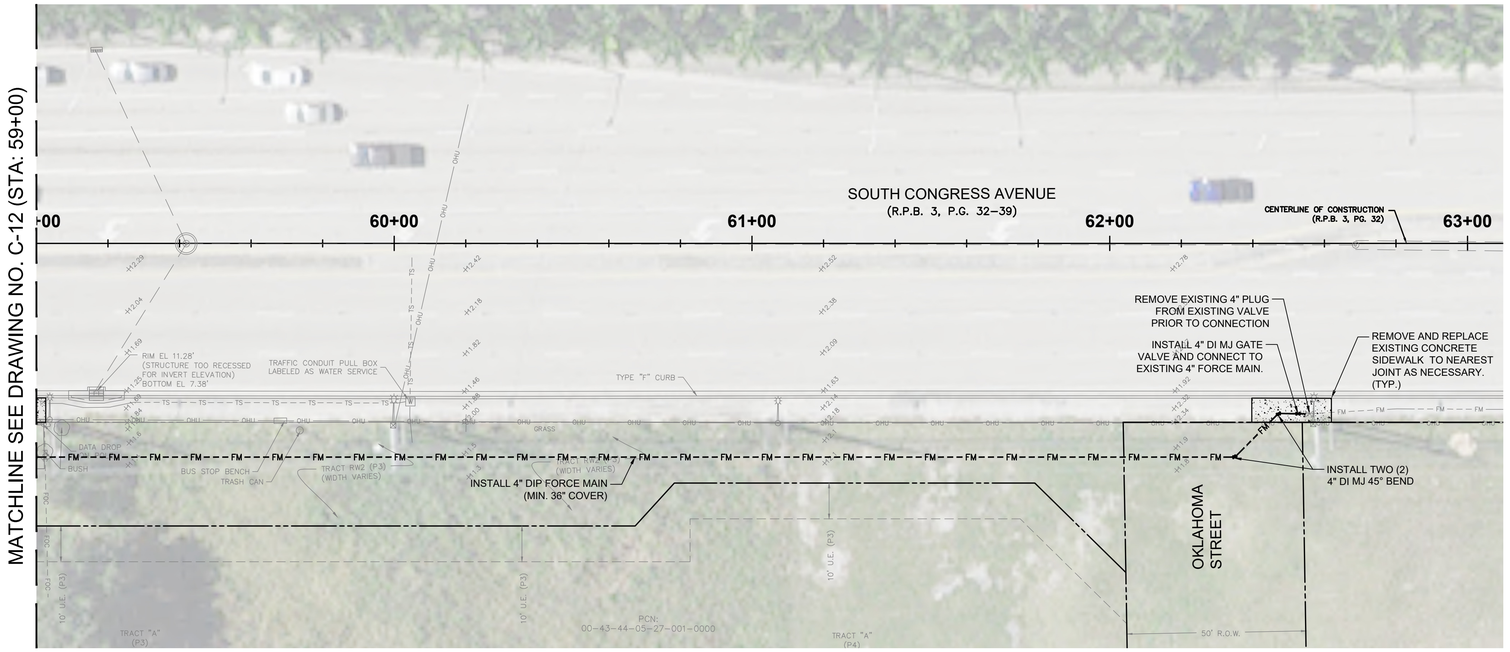
PROPOSED FORCE MAIN
STA. 54+00 TO STA. 59+00

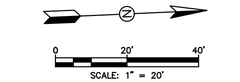
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JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

STEPHEN R. FOWLER, PE
License No: 69039

C-12

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\PLAN.dwg Layout Name: C-12 – Plotted by: Russell Ryan – Date: 5/15/2025 – 11:10 AM – Holtz Consulting Engineers

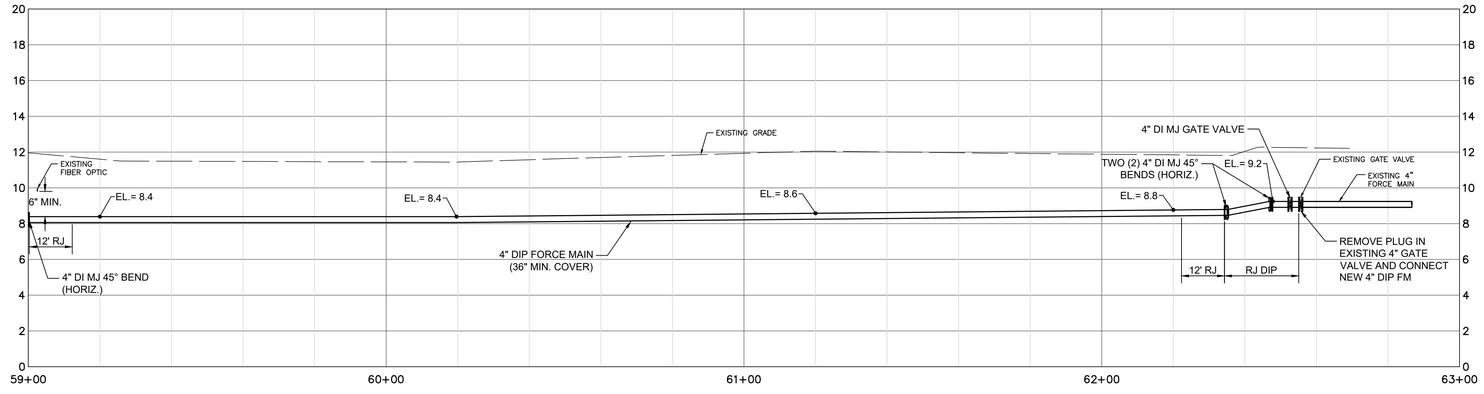




HATCH LEGEND

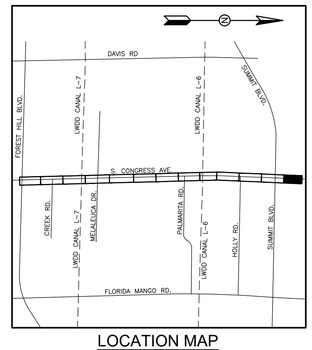
- PROPOSED 1" ASPHALT MILL & OVERLAY
- SIDEWALK RESTORATION*
- PAVEMENT RESTORATION AT TRENCH*
- CURB RESTORATION*
- DETECTABLE WARNING SURFACE*

*ALL RESTORATION WORK SHALL MATCH EXISTING AND IN ACCORDANCE WITH FDOT STANDARDS. SIDEWALK RESTORATION SHALL BE IN ACCORDANCE WITH ADA STANDARDS.



PROFILE VIEW - STA: 59+00 TO STA: 63+00

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 — 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

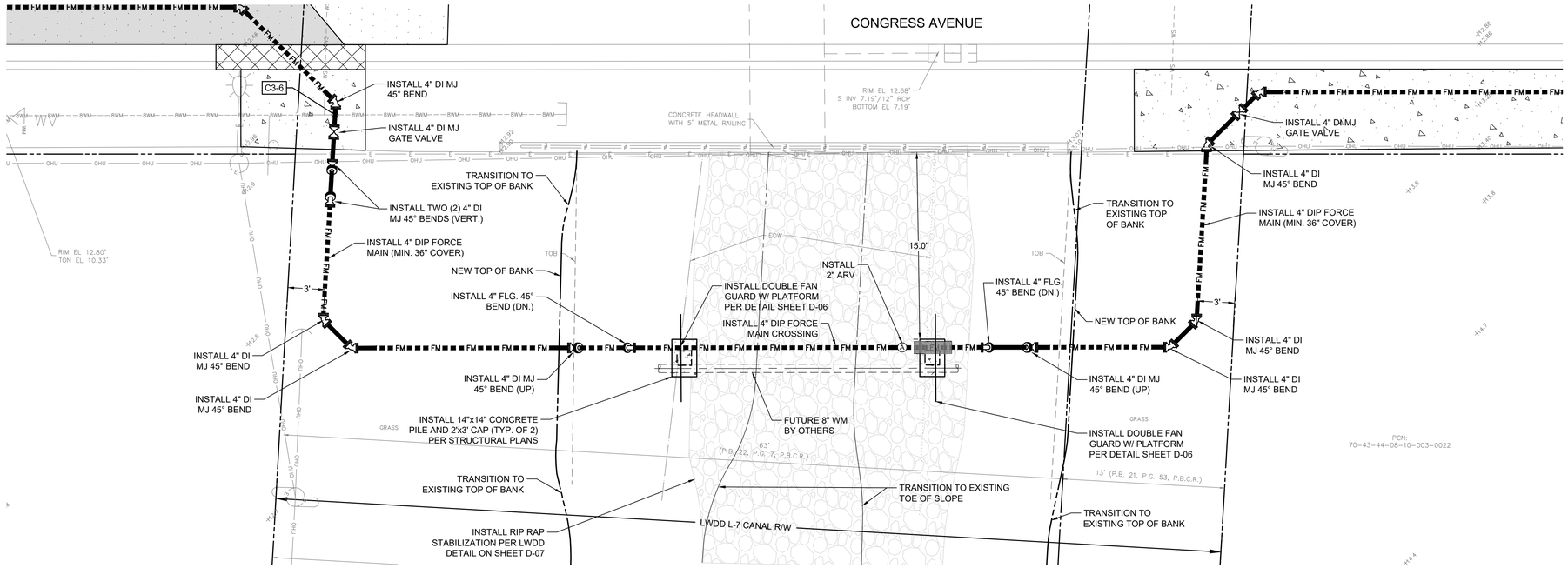
PROPOSED FORCE MAIN
STA. 59+00 TO STA. 63+00

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C-13

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 – WA15 – Congress Ave FM\2 – Design\Drawings\PLAN.dwg Layout Name: C-13 – Plotted by: Russell Ryan – Date: 5/15/2025 – 11:11 AM – Holtz Consulting Engineers



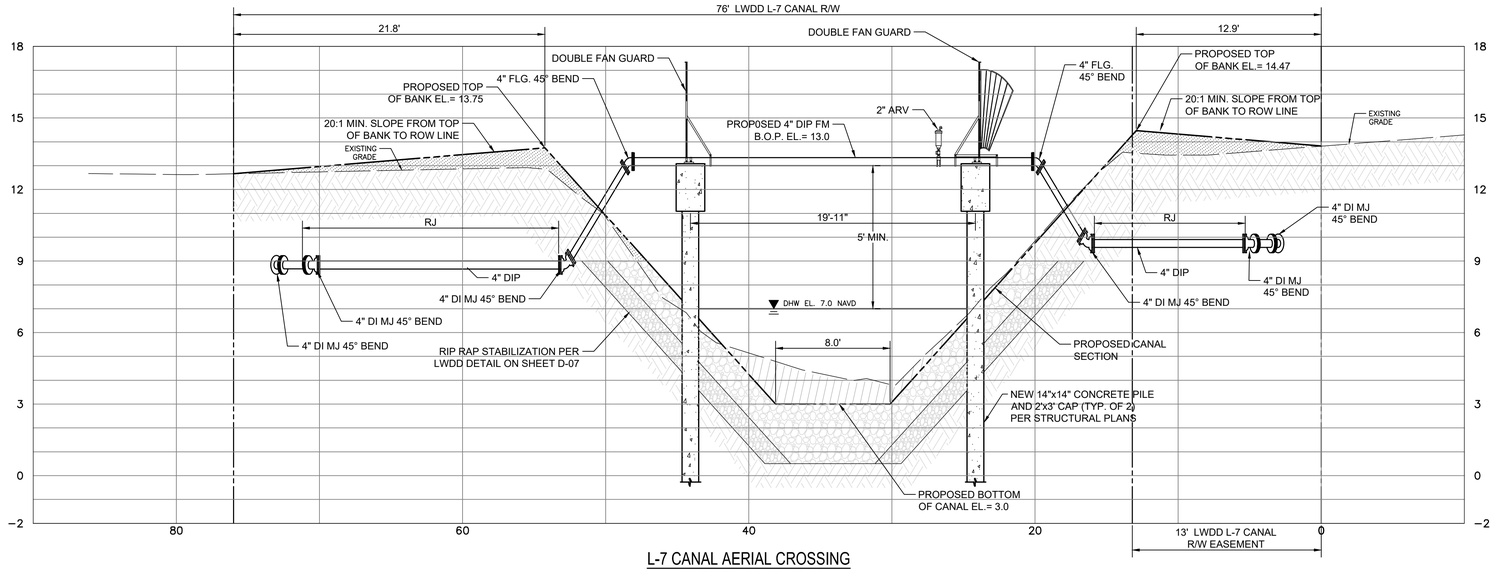
0 5' 10'

SCALE: 1" = 5'

HATCH LEGEND

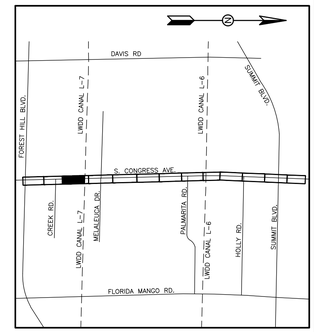
- PROPOSED CONCRETE
- AREA TO BE FILLED
- AREA OF EXCAVATION
- NEW RIP-RAP
- EXISTING GROUND

NOTE:
SEE DETAIL SHEET D-06 AND STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS ON PROPOSED L-7 CANAL AERIAL CROSSING



L-7 CANAL AERIAL CROSSING

HORIZONTAL SCALE: 1"=5'
VERTICAL SCALE: 1"=3'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

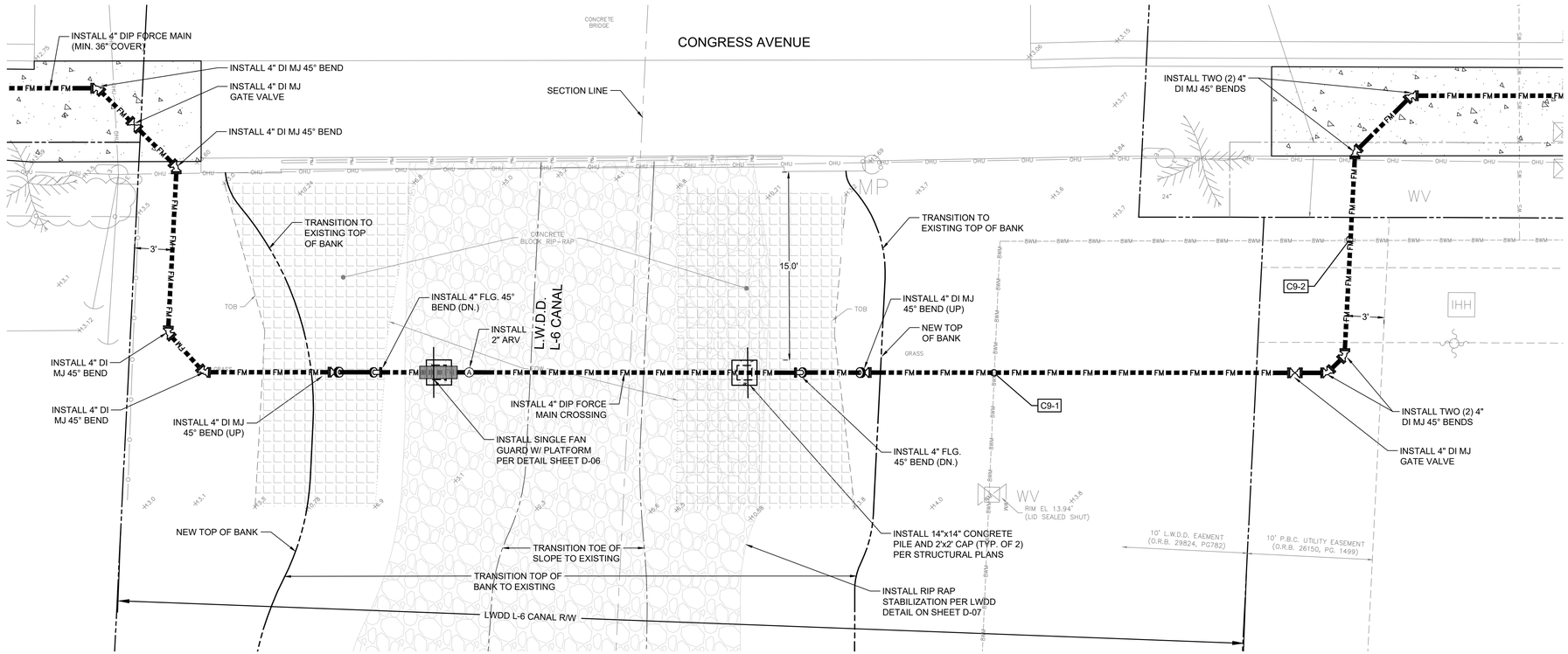
PROPOSED AERIAL CROSSING AT LWDD L-7 CANAL

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PH. (561) 575-2005
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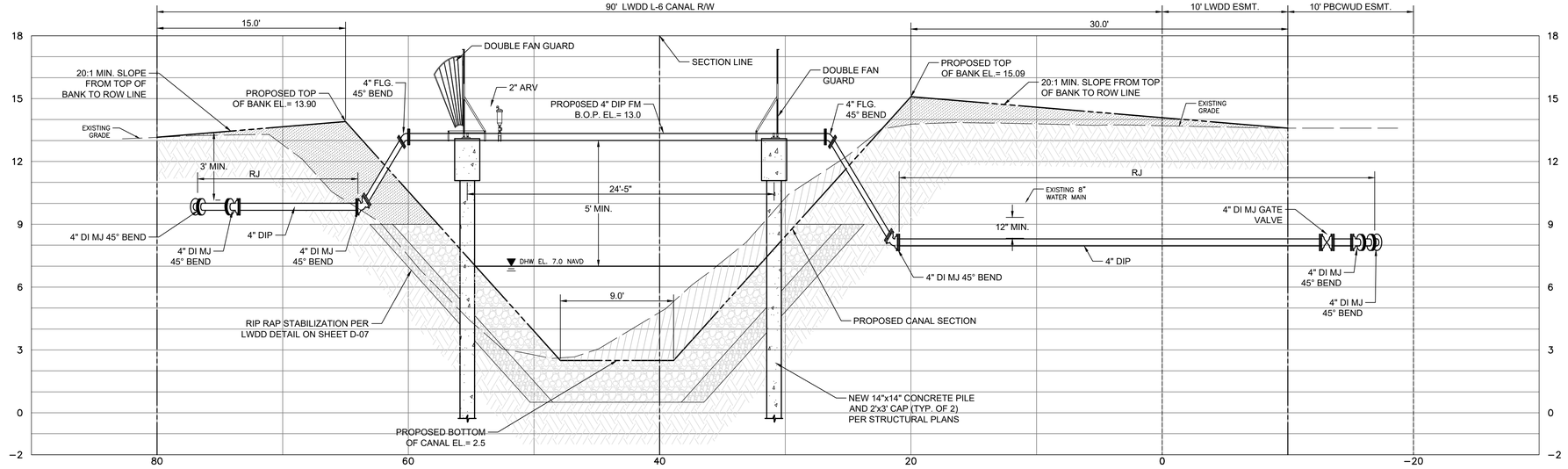
STEPHEN R. FOWLER, PE
License No: 69039

C-14

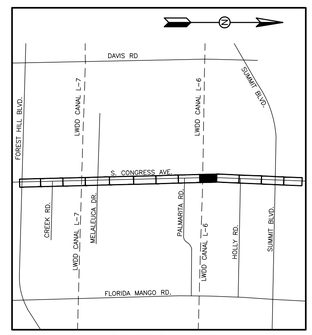
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NOTE:
SEE DETAIL SHEET D-06 AND STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS ON PROPOSED L-6 CANAL AERIAL CROSSING



L-6 CANAL AERIAL CROSSING
HORIZONTAL SCALE: 1"=5'
VERTICAL SCALE: 1"=3'



LOCATION MAP
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

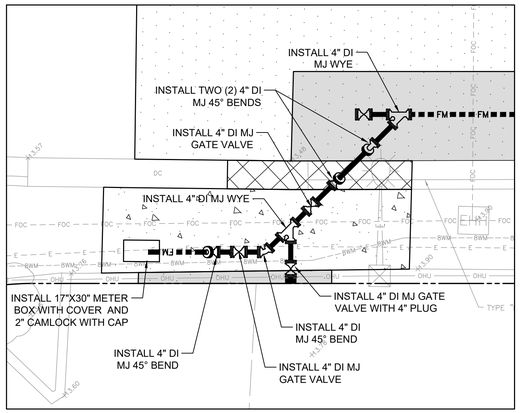
PROPOSED AERIAL CROSSING AT LWDD L-6 CANAL

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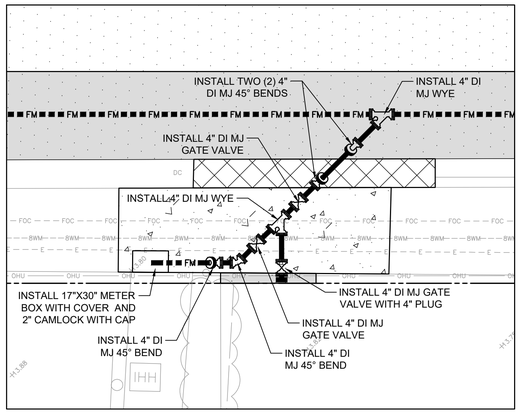
STEPHEN R. FOWLER, PE
License No: 69039

C-15

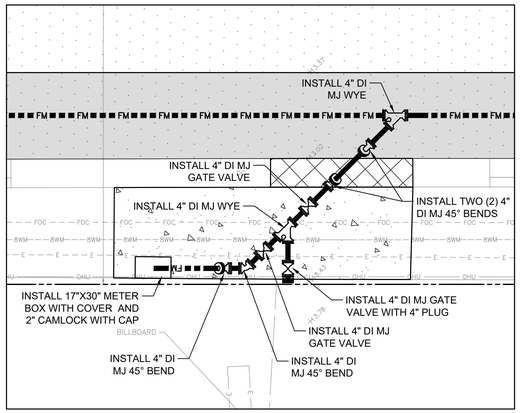
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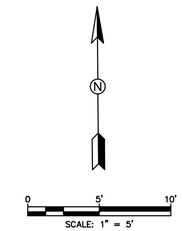
SERVICE CONNECTION @ STA: 01+40 (SHEET C-01)



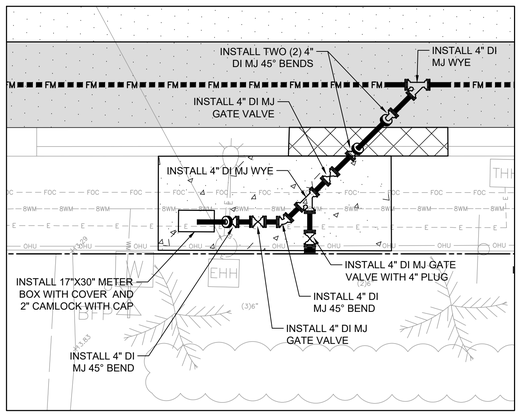
SERVICE CONNECTION @ STA: 01+90 (SHEET C-01)



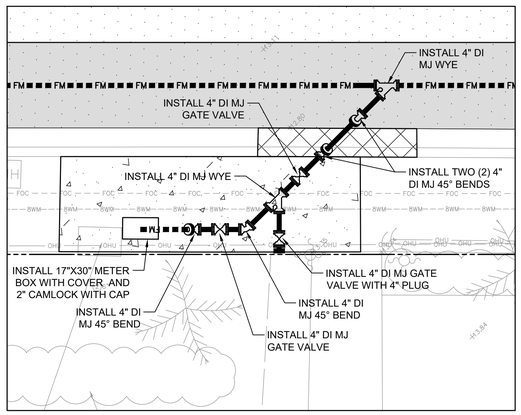
SERVICE CONNECTION @ STA: 02+40 (SHEET C-01)



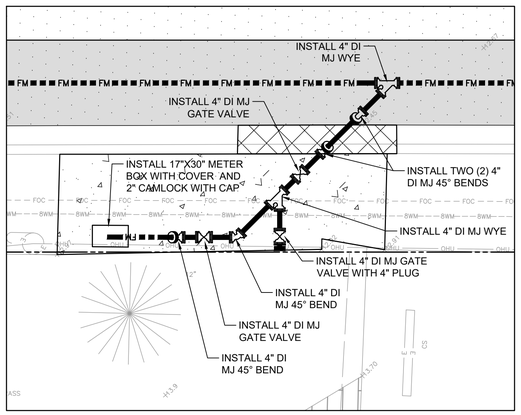
NOTE:
ALL PIPING SHALL BE 4" D.I.P.



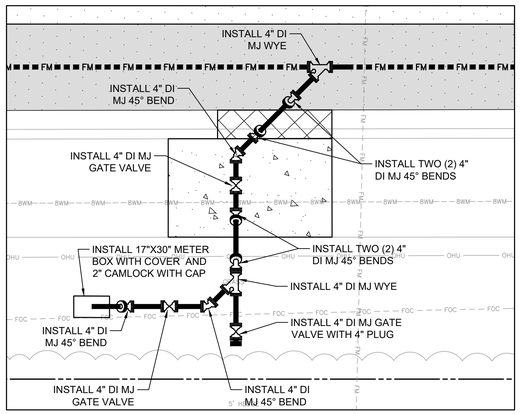
SERVICE CONNECTION @ STA: 03+05 (SHEET C-01)



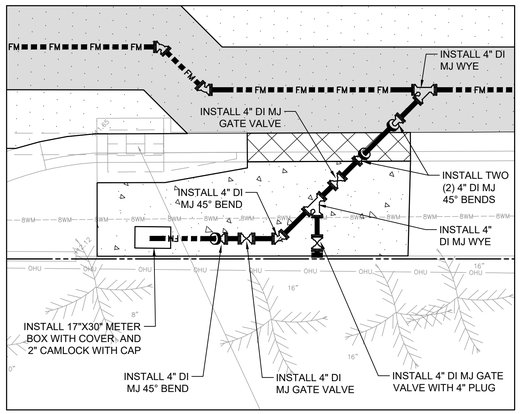
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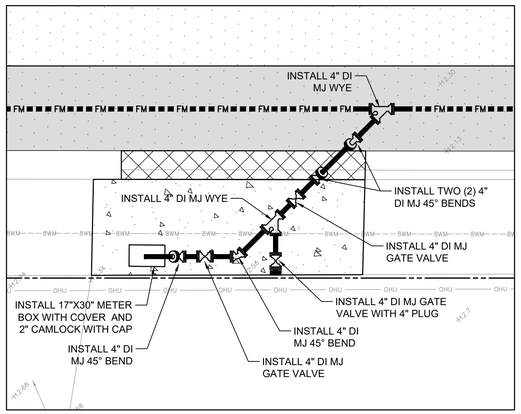
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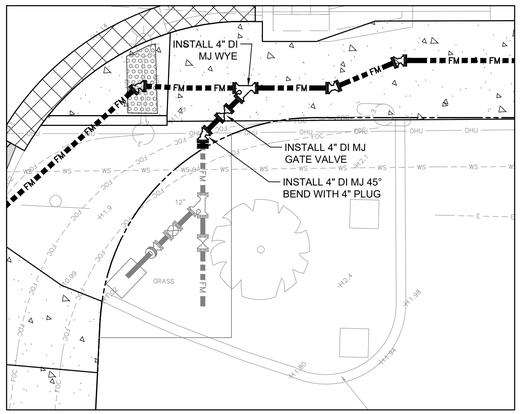
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SERVICE CONNECTION @ STA: 10+95 (SHEET C-03)



SERVICE CONNECTION @ STA: 12+22 (SHEET C-03)



SERVICE CONNECTION @ STA: 25+53 (SHEET C-06)

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

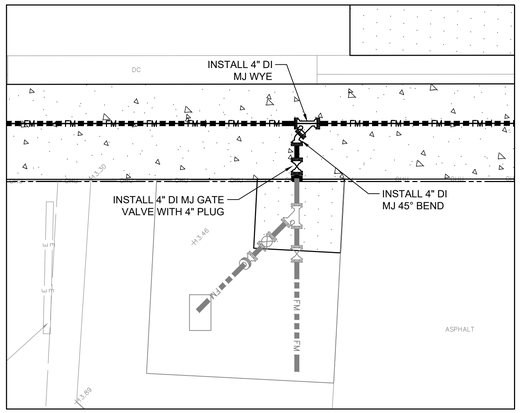
SERVICE CONNECTION DETAILS

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005
CERTIFICATE OF AUTH. No. 26960

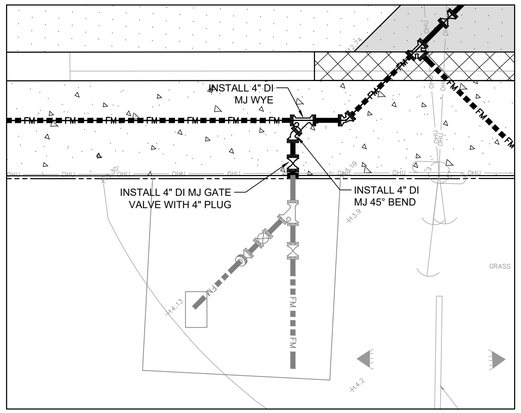
STEPHEN R. FOWLER, PE
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C-16

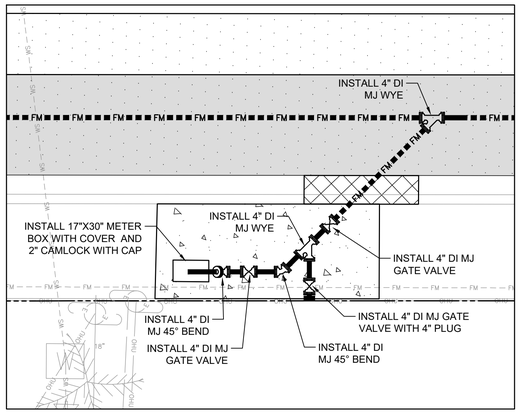
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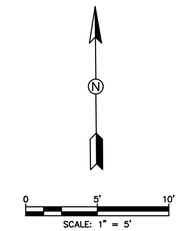
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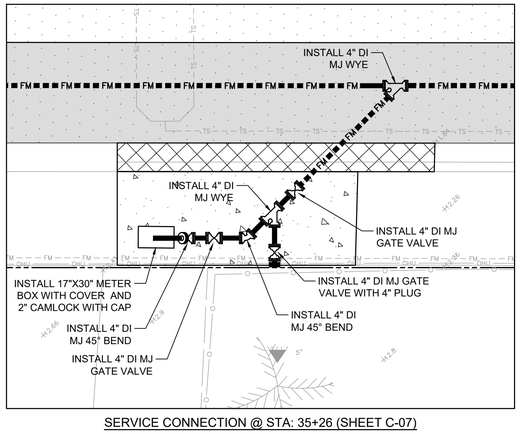
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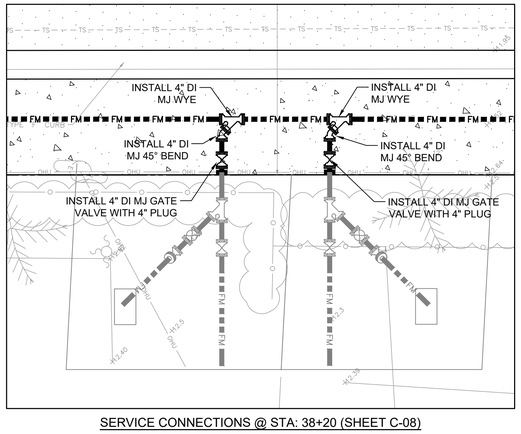
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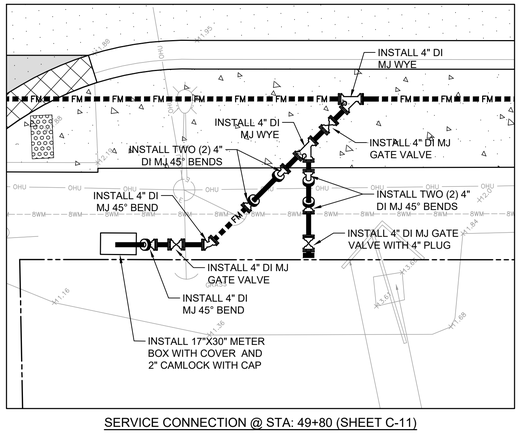
NOTE:
ALL PIPING SHALL BE 4" D.I.P.



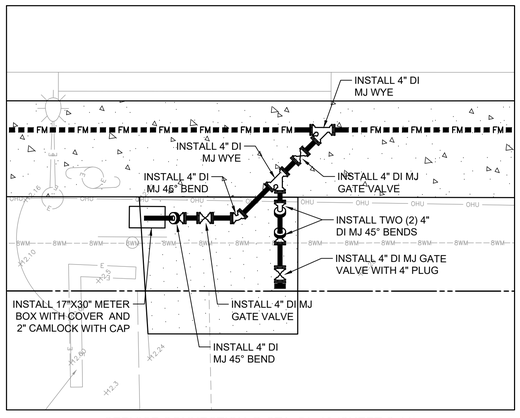
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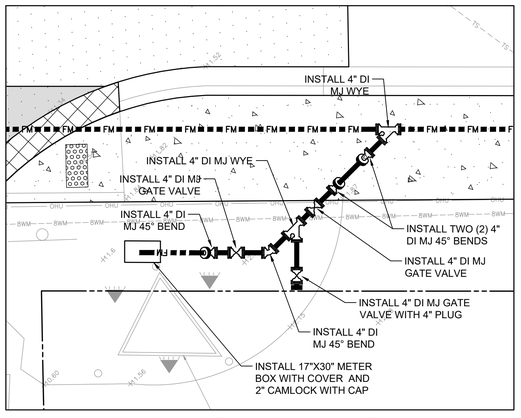
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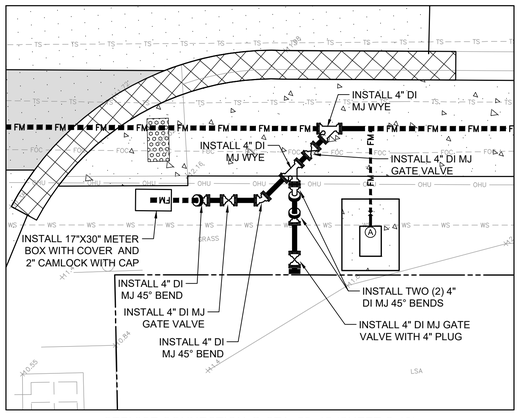
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SERVICE CONNECTION @ STA: 51+10 (SHEET C-11)



SERVICE CONNECTION @ STA: 52+70 (SHEET C-11)



SERVICE CONNECTION @ STA: 55+15 (SHEET C-12)

REV	DATE	REVISIONS	BY

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VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

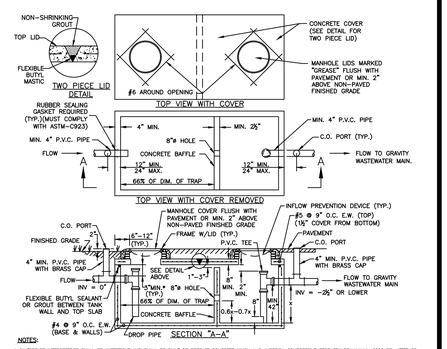
SERVICE CONNECTION DETAILS

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C-17

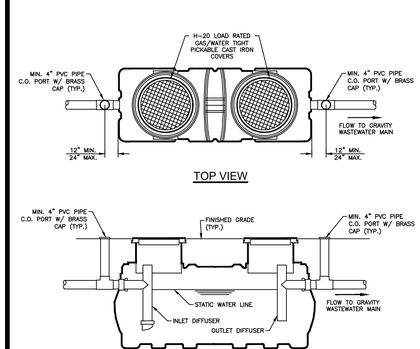
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NOTES:

1. OIL/GREASE INTERCEPTORS SHALL BE WATERTIGHT AND SHALL BE BUILT OF PRECAST CONCRETE WHICH HAS A DESIGN COMPRESSIVE STRENGTH OF MINIMUM 3000 PSI AFTER 28 DAYS CURE. THE DESIGN, SIZING AND CONSTRUCTION MUST CONFORM TO THIS STANDARD AND TO ALL APPLICABLE BUILDING CODES, HEALTH DEPARTMENT REQUIREMENTS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE. WALL AND SLAB THICKNESS SHOWN ARE MINIMUMS, AND SHALL BE DETERMINED BY THE OWNER'S ENGINEER. THE CONCRETE BOX SHALL BE MONOLITHIC POURED AND SHALL HAVE A PRECAST HOLE ON EACH END ONLY FOR LATERAL. THE PRECAST HOLES SHALL HAVE CAST-IN BOOTS WHENEVER POSSIBLE. ALL OPENINGS AND PENETRATIONS SHALL BE SEALED WATERTIGHT. SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING FOR ALL INTERCEPTORS.
2. AN ALTERNATIVE TYPE OF INTERCEPTOR STRUCTURE MAY BE INSTALLED ONLY WITH PRIOR DEPARTMENT APPROVAL. SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING FOR ALL INTERCEPTORS.
3. INSPECTION PORTS (CLEAN OUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN EASILY ACCESSIBLE FOR UTILITY INSPECTION AND SAMPLING.
4. THE INTERCEPTOR AND CLEAN-OUTS PORTS SHALL BE LOCATED OUTSIDE AND IN A NON-TRAFFIC AREA WHENEVER POSSIBLE. IF INSTALLED IN A TRAFFIC AREA MINI-MANHOLES ARE REQUIRED ON THE INSPECTION PORTS (CLEAN OUTS). THE SURFACE SURROUNDING THE INTERCEPTOR SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE INTERCEPTOR.
5. THE CAPACITY DETERMINATION FOR THE INTERCEPTOR IS THE RESPONSIBILITY OF THE OWNER/CUSTOMER. THE MINIMUM VOLUME OF ANY GREASE INTERCEPTOR SHALL BE 750 GALLONS AND THE MINIMUM VOLUME OF A SINGLE GREASE INTERCEPTOR SHALL BE 1250 GALLONS, WHEN THE REQUIRED EFFECTIVE CAPACITY OF THE GREASE INTERCEPTOR IS GREATER THAN 1250 GALLONS, INSTALLATION OF SINGLE COMPARTMENT SAND/OIL INTERCEPTORS IS NOT ALLOWED.
6. NO BAFFLE IS REQUIRED IF THERE ARE MULTIPLE GREASE INTERCEPTORS INSTALLED IN SERIES. HOWEVER, CLEANOUT PORTS MUST BE INSTALLED ON EACH END OF EACH INTERCEPTOR.
7. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERCEPTOR.
8. THE GREASE INTERCEPTOR SHALL NOT BE USED FOR THE PURPOSE OF INTERCEPTING SAND AND OIL FROM NON- FOOD HANDLING ESTABLISHMENTS.
9. EACH FACILITY WITH AN OIL/GREASE INTERCEPTOR SHALL HAVE A SEPARATE (NOT SHARED) INTERCEPTOR AND SHALL BE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
10. A "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE REQUIRED TO RECEIVE THE DRAINAGE FROM FIXTURES AND EQUIPMENT (SINKS, DISHWASHERS, FLOOR DRAINS, CAN WASH AREAS, ETC.) WITH GREASE LADEN WASTE LOCATED IN COMMERCIAL FOOD PREPARATION AREAS SUCH AS RESTAURANTS, HOTEL KITCHENS, HOSPITALS, SCHOOL KITCHENS, BARS, FACTORY CAFETERIAS, CLUBS, ETC.
11. THE "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE LOCATED AS CLOSE AS PRACTICALLY POSSIBLE TO THE FIXTURES AND EQUIPMENT GENERATING GREASE.
12. A "SOLIDS INTERCEPTOR" SHALL BE CONSIDERED TO BE INSTALLED UPSTREAM OF A " GREASE TRAP" WHERE SUBSTANTIAL AMOUNT OF SOLIDS FROM FOOD GRINDERS, DISPOSALS MAY BE PRESENT.
13. MANHOLE COVER SHALL BE MACHINED TO ACCEPT INFLOW PROTECTOR.
14. SEE WUD STANDARD DETAIL 15B FOR FIBERGLASS TYPE OIL/GREASE INTERCEPTOR INSTALLATIONS.*

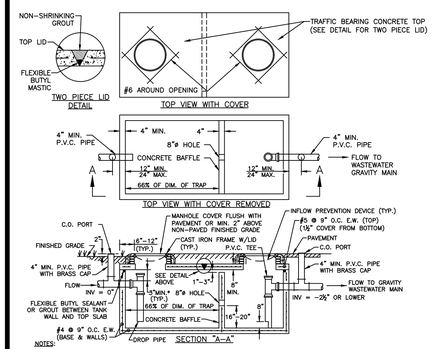
OIL/ GREASE INTERCEPTOR CONCRETE STRUCTURE ✳ 1SA



NOTES:

1. INSPECTION PORTS (CLEANOUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN ACCESSIBLE TO FOR UTILITY INSPECTION AND SAMPLING.
2. THE INTERCEPTOR PORTS (CLEANOUTS) SHALL BE LOCATED OUTSIDE AND IN A NON-TRAFFIC AREA WHEREVER POSSIBLE. IF INSTALLED IN A TRAFFIC AREA, MINI-MANHOLES ARE REQUIRED TO BE INSTALLED ON ALL PORTS (CLEANOUTS). THE SURFACE SURROUNDING THE INTERCEPTOR SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE INTERCEPTOR.
3. IF AN INTERCEPTOR NEEDS TO BE INSTALLED IN DOORS DUE TO EXISTING SITE CONDITIONS, PRIOR DEPARTMENT APPROVAL IS REQUIRED WITH IN DOOR INSTALLATIONS APPROVED ON A CASE BY CASE BASIS.
4. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERCEPTOR.
5. EACH FACILITY WITH AN OIL/GREASE INTERCEPTOR SHALL HAVE A DEDICATED (NOT SHARED) INTERCEPTOR WITH THEIR POTABLE WATER SERVICE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
6. SEE WUD STANDARD DETAIL 15A FOR CONCRETE STRUCTURE TYPE OIL/GREASE INTERCEPTOR INSTALLATIONS.

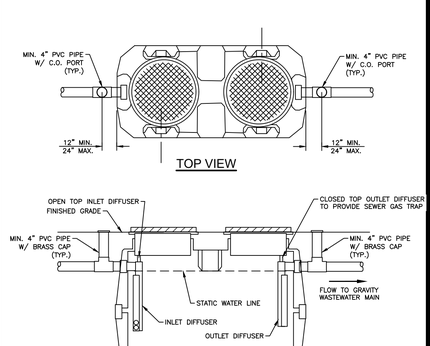
OIL/ GREASE INTERCEPTOR FIBERGLASS STRUCTURE ONLY ✳ 1SB



NOTES:

1. SAND/OIL INTERCEPTORS SHALL BE WATERTIGHT AND SHALL BE BUILT OF PRECAST CONCRETE WHICH HAS A DESIGN COMPRESSIVE STRENGTH OF MINIMUM 3000 PSI AFTER 28 DAYS CURE. THE DESIGN, SIZING AND CONSTRUCTION MUST CONFORM TO THIS STANDARD AND TO ALL APPLICABLE BUILDING CODES, HEALTH DEPARTMENT REQUIREMENTS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE. WALL AND SLAB THICKNESS SHOWN ARE MINIMUMS, AND SHALL BE DETERMINED BY THE OWNER'S ENGINEER. THE CONCRETE BOX SHALL BE MONOLITHIC POURED AND SHALL HAVE A PRECAST HOLE ON EACH END ONLY FOR LATERAL. THE PRECAST HOLES SHALL HAVE CAST-IN BOOTS WHENEVER POSSIBLE. ALL OPENINGS AND PENETRATIONS SHALL BE SEALED WATERTIGHT. SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING FOR ALL INTERCEPTORS.
2. AN ALTERNATIVE TYPE OF INTERCEPTOR STRUCTURE MAY BE INSTALLED ONLY WITH PRIOR DEPARTMENT APPROVAL. SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING FOR ALL INTERCEPTORS.
3. INSPECTION PORTS (CLEAN OUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN EASILY ACCESSIBLE FOR UTILITY INSPECTION AND SAMPLING.
4. THE INTERCEPTOR SHALL BE LOCATED IN GRASS AREA/NON-TRAFFIC AREA WHENEVER POSSIBLE. THE SURFACE SURROUNDING THE INTERCEPTOR SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE INTERCEPTOR.
5. THE CAPACITY DETERMINATION FOR THE INTERCEPTOR IS THE RESPONSIBILITY OF THE OWNER/CUSTOMER. THE MINIMUM VOLUME OF A SAND/OIL INTERCEPTOR SHALL BE 750 GALLONS. WHEN THE REQUIRED EFFECTIVE CAPACITY OF THE SAND/OIL INTERCEPTOR IS GREATER THAN 750 GALLONS, INSTALLATION OF SINGLE COMPARTMENT SAND/OIL INTERCEPTORS IN SERIES IS REQUIRED.
6. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERCEPTOR.
7. SAND/OIL INTERCEPTOR SHALL NOT BE USED FOR THE PURPOSE OF INTERCEPTION OF GREASE FROM FOOD HANDLING ESTABLISHMENTS.
8. EACH FACILITY REQUIRED TO HAVE A SAND/OIL INTERCEPTOR SHALL HAVE A SEPERATE INTERCEPTOR AND SHALL BE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
9. MANHOLE LIDS SHALL BE MACHINED TO ACCEPT INFLOW PREVENTER.
10. SEE WUD STANDARD DETAIL 2SB FOR FIBERGLASS TYPE SAND/OIL INTERCEPTOR INSTALLATIONS.*

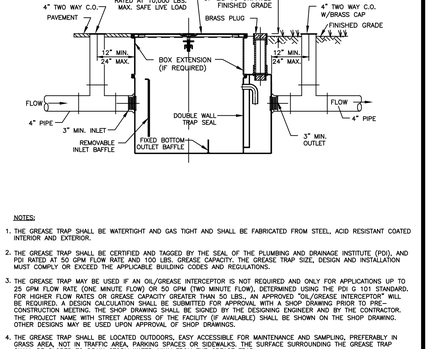
SAND/ OIL INTERCEPTOR CONCRETE STRUCTURE ✳ 2SA



NOTES:

1. INSPECTION PORTS (CLEANOUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN ACCESSIBLE TO FOR UTILITY INSPECTION AND SAMPLING.
2. THE INTERCEPTOR PORTS (CLEANOUTS) SHALL BE LOCATED OUTSIDE AND IN A NON-TRAFFIC AREA WHEREVER POSSIBLE. IF INSTALLED IN A TRAFFIC AREA, MINI-MANHOLES ARE REQUIRED TO BE INSTALLED ON ALL PORTS (CLEANOUTS). THE SURFACE SURROUNDING THE INTERCEPTOR SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE INTERCEPTOR.
3. IF AN INTERCEPTOR NEEDS TO BE INSTALLED IN DOORS DUE TO EXISTING SITE CONDITIONS, PRIOR DEPARTMENT APPROVAL IS REQUIRED WITH IN DOOR INSTALLATIONS APPROVED ON A CASE BY CASE BASIS.
4. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERCEPTOR.
5. EACH FACILITY WITH AN SAND/OIL INTERCEPTOR SHALL HAVE A DEDICATED (NOT SHARED) INTERCEPTOR WITH THEIR POTABLE WATER SERVICE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
6. SEE WUD STANDARD DETAIL 2SA FOR CONCRETE STRUCTURE TYPE SAND/OIL INTERCEPTOR INSTALLATIONS.

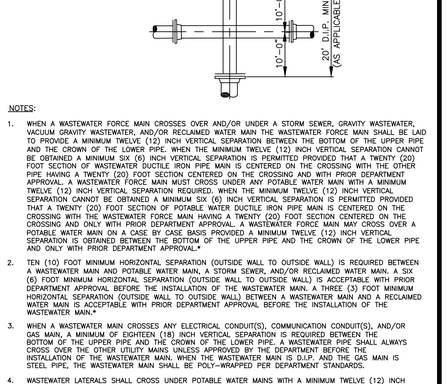
SAND/ OIL INTERCEPTOR POLYETHEYLENE/FIBERGLASS STRUCTURE ONLY ✳ 2SB



NOTES:

1. THE GREASE TRAP SHALL BE WATERTIGHT AND GAS TIGHT AND SHALL BE FABRICATED FROM STEEL, ACID RESISTANT COATED INTERIOR AND EXTERIOR.
2. THE GREASE TRAP SHALL BE CERTIFIED AND TAGGED BY THE SEAL OF THE PLUMBING AND DRAINAGE INSTITUTE (PDI), AND PDI RATED AT 50 GPM FLOW RATE AND 100 LBS. GREASE CAPACITY. THE GREASE TRAP SIZE, DESIGN AND INSTALLATION MUST COMPLY OR EXCEED THE APPLICABLE BUILDING CODES AND REGULATIONS.
3. THE GREASE TRAP MAY BE USED IF AN OIL/GREASE INTERCEPTOR IS NOT REQUIRED AND ONLY FOR APPLICATIONS UP TO 25 GPM FLOW RATE (ONE MINUTE FLOW) OR 50 GPM (TWO MINUTE FLOW), DETERMINED USING THE PDI G 101 STANDARD. FOR HIGHER FLOW RATES OR GREASE CAPACITY GREATER THAN 50 LBS., AN APPROVED "OIL/GREASE INTERCEPTOR" WILL BE REQUIRED. A DESIGN CALCULATION SHALL BE SUBMITTED FOR APPROVAL WITH A SHOP DRAWING PRIOR TO PRE-CONSTRUCTION MEETING. THE SHOP DRAWING SHALL BE SIGNED BY THE DESIGNING ENGINEER AND BY THE CONTRACTOR. THE PROJECT NAME WITH STREET ADDRESS OF THE FACILITY (IF AVAILABLE) SHALL BE SHOWN ON THE SHOP DRAWING. OTHER DESIGNS MAY BE USED UPON APPROVAL OF SHOP DRAWINGS.
4. THE GREASE TRAP SHALL BE LOCATED OUTDOORS, EASY ACCESSIBLE FOR MAINTENANCE AND SAMPLING, PREFERABLY IN GRASS AREA, NOT IN TRAFFIC AREA, AND TOO LBS. GREASE CAPACITY. THE GREASE TRAP SIZE, DESIGN AND INSTALLATION SHALL BE SLOPED TO DRAIN STORM WATER AWAY FROM THE GREASE TRAP.
5. THE GREASE TRAP SHALL NOT BE USED FOR THE PURPOSE OF INTERCEPTING SAND AND OIL FROM NON-FOOD HANDLING ESTABLISHMENTS.
6. THE PROPERTY OWNER/CUSTOMER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE GREASE TRAP.
7. EACH FACILITY WITH A GREASE TRAP SHALL BE INDIVIDUALLY METERED THROUGH THE DEPARTMENT.
8. EACH FACILITY WHICH IS REQUIRED TO INSTALL A GREASE TRAP SHALL HAVE A SEPARATE (NOT SHARED) GREASE TRAP.
9. INSPECTION PORTS (CLEAN OUTS) ARE REQUIRED TO BE INSTALLED AT EACH END OF ANY TYPE OF INTERCEPTOR WITH PORTS TO REMAIN EASILY ACCESSIBLE FOR UTILITY INSPECTION AND SAMPLING.
10. A "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE REQUIRED TO RECEIVE THE DRAINAGE FROM FIXTURES AND EQUIPMENT (SINKS, DISHWASHERS, FLOOR DRAINS, CAN WASH AREAS, ETC.) WITH GREASE LADEN WASTE LOCATED IN COMMERCIAL FOOD PREPARATION AREAS SUCH AS RESTAURANTS, HOTEL KITCHENS, HOSPITALS, SCHOOL KITCHENS, BARS, FACTORY CAFETERIAS, CLUBS, ETC.
11. THE "GREASE TRAP" OR "OIL/GREASE INTERCEPTOR" SHALL BE LOCATED AS CLOSE PRACTICALLY POSSIBLE TO THE FIXTURES AND EQUIPMENT GENERATING GREASE.
12. GREASE TRAPS SHALL BE EQUIPPED WITH DEVICES TO CONTROL THE RATE OF FLOW, SO THE RATE OF THE FLOW DO NOT EXCEED 25 GPM. THE FLOW CONTROL DEVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE CODE AND MANUFACTURER'S INSTRUCTIONS.
13. A "SOLIDS INTERCEPTOR" SHALL BE CONSIDERED TO BE INSTALLED UPSTREAM OF A " GREASE TRAP" WHERE SUBSTANTIAL AMOUNT OF SOLIDS FROM FOOD GRINDERS, DISPOSALS MAY BE PRESENT.

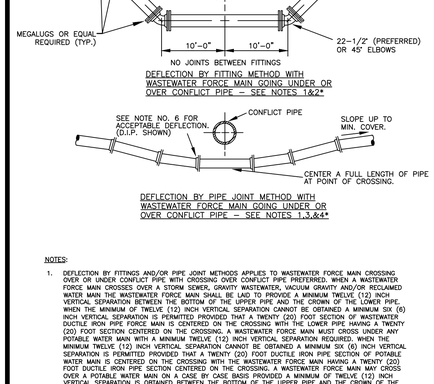
GREASE TRAP 3S



NOTES:

1. WHEN A WASTEWATER FORCE MAIN CROSSES OVER AND/OR UNDER A STORM SEWER, GRAVITY WASTEWATER, VACUUM GRAVITY WASTEWATER, AND/OR RECLAIMED WATER MAIN THE WASTEWATER FORCE MAIN SHALL BE LAID TO PROVIDE A MINIMUM OF TWELVE (12) INCH VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHEN THE MINIMUM TWELVE (12) INCH VERTICAL SEPARATION CANNOT BE OBTAINED A MINIMUM SIX (6) INCH VERTICAL SEPARATION IS PERMITTED PROVIDED THAT A TWENTY (20) FOOT SECTION OF WASTEWATER DUCTILE IRON PIPE MAIN IS CENTERED ON THE CROSSING WITH THE OTHER PIPE HAVING A TWENTY (20) FOOT SECTION CENTERED ON THE CROSSING AND WITH PRIOR DEPARTMENT APPROVAL. A WASTEWATER FORCE MAIN MUST CROSS UNDER ANY POTABLE WATER MAIN WITH A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION CANNOT BE OBTAINED A MINIMUM SIX (6) INCH VERTICAL SEPARATION IS PERMITTED PROVIDED THAT A TWENTY (20) FOOT SECTION CENTERED ON THE CROSSING AND ONLY WITH PRIOR DEPARTMENT APPROVAL. A WASTEWATER FORCE MAIN MAY CROSS OVER A POTABLE WATER MAIN ON A CASE BY CASE BASIS PROVIDED A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION IS OBTAINED BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE AND ONLY WITH PRIOR DEPARTMENT APPROVAL.*
2. TEN (10) FOOT MINIMUM HORIZONTAL SEPARATION (OUTSIDE WALL TO OUTSIDE WALL) IS REQUIRED BETWEEN A WASTEWATER MAIN AND POTABLE WATER MAIN, A STORM SEWER, AND/OR RECLAIMED WATER MAIN. A SIX (6) FOOT MINIMUM HORIZONTAL SEPARATION (OUTSIDE WALL TO OUTSIDE WALL) IS ACCEPTABLE WITH PRIOR DEPARTMENT APPROVAL BEFORE THE INSTALLATION OF THE WASTEWATER MAIN. A THREE (3) FOOT MINIMUM HORIZONTAL SEPARATION (OUTSIDE WALL TO OUTSIDE WALL) BETWEEN A WASTEWATER MAIN AND A RECLAIMED WATER MAIN IS ACCEPTABLE WITH PRIOR DEPARTMENT APPROVAL BEFORE THE INSTALLATION OF THE WASTEWATER MAIN.*
3. WHEN A WASTEWATER MAIN CROSSES ANY ELECTRICAL CONDUIT(S), COMMUNICATION CONDUIT(S), AND/OR GAS MAIN, A MINIMUM OF EIGHTEEN (18) INCH VERTICAL SEPARATION IS REQUIRED BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. A WASTEWATER PIPE SHALL ALWAYS CROSS OVER THE OTHER UTILITY MAINS UNLESS APPROVED BY THE DEPARTMENT BEFORE THE INSTALLATION OF THE WASTEWATER MAIN. WHEN THE WASTEWATER MAIN IS D.I.P. AND THE GAS MAIN IS STEEL PIPE, THE WASTEWATER MAIN SHALL BE POLY-WRAPPED PER DEPARTMENT STANDARDS.
4. WASTEWATER LATERALS SHALL CROSS UNDER POTABLE WATER MAINS WITH A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHEN THE MINIMUM TWELVE (12) INCH VERTICAL SEPARATION CANNOT BE OBTAINED A MINIMUM SIX (6) INCH VERTICAL SEPARATION IS PERMITTED PROVIDED THAT A TWENTY (20) FOOT SECTION OF POTABLE WATER DUCTILE IRON PIPE MAIN IS CENTERED OVER THE WASTEWATER LATERAL AND THE LATERAL IS PVC C-900 PIPE. WHEN A WASTEWATER LATERAL MUST CROSS OVER A POTABLE WATER MAIN A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION IS REQUIRED WITH THE LATERAL MAIN BEING PVC C-900 PIPE AND THE POTABLE WATER MAIN HAVING A TWENTY (20) FOOT SECTION OF POTABLE WATER DUCTILE IRON PIPE MAIN CENTERED ON CROSSING.*
5. WASTEWATER MAINS SHALL ALWAYS CROSS UNDER POTABLE WATER SERVICE LINES WITH A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. IF THE MINIMUM TWELVE (12) INCH VERTICAL SEPARATION CANNOT BE MAINTAINED THE WATER SERVICE LINE SHALL BE ENCASED IN A TEN (10) FOOT MINIMUM LONG CASING CENTERED OVER THE CROSSING WITH SIX (6) INCH MINIMUM VERTICAL SEPARATION.*
6. WASTEWATER MAINS SHALL CROSS PERPENDICULAR TO ALL POTABLE WATER MAINS, STORM MAINS, STORM SEWER MAINS, RECLAIMED WATER MAINS, AND/OR OTHER UTILITIES WHENEVER POSSIBLE.*

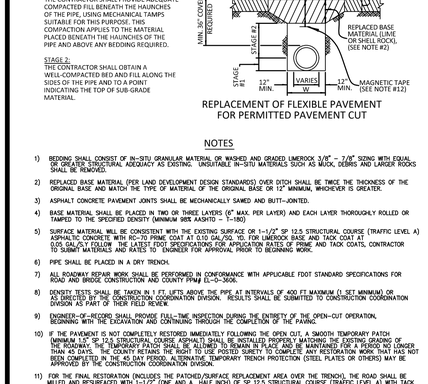
WASTEWATER MAIN CROSSING OTHER MAINS AND UTILITIES ✳ 4S



NOTES:

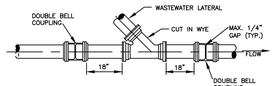
1. DEFLECTION BY FITTINGS AND/OR PIPE JOINT METHODS APPLIES TO WASTEWATER FORCE MAIN CROSSING OVER OR UNDER CONFLICT PIPE WITH CROSSING OVER CONFLICT PIPE PREFERRED. WHEN A WASTEWATER FORCE MAIN CROSSES OVER A STORM SEWER, GRAVITY WASTEWATER, VACUUM GRAVITY AND/OR RECLAIMED WATER MAIN THE WASTEWATER FORCE MAIN SHALL BE LAID TO PROVIDE A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHEN THE MINIMUM OF TWELVE (12) INCH VERTICAL SEPARATION CANNOT BE OBTAINED A MINIMUM SIX (6) INCH VERTICAL SEPARATION IS PERMITTED PROVIDED THAT A TWENTY (20) FOOT SECTION OF WASTEWATER DUCTILE IRON PIPE FORCE MAIN IS CENTERED ON THE CROSSING WITH THE LOWER PIPE HAVING A TWENTY (20) FOOT SECTION CENTERED ON THE CROSSING. A WASTEWATER FORCE MAIN MUST CROSS UNDER ANY POTABLE WATER MAIN WITH A MINIMUM TWELVE (12) INCH VERTICAL SEPARATION REQUIRED. WHEN THE MINIMUM TWELVE (12) INCH VERTICAL SEPARATION CANNOT BE OBTAINED A MINIMUM SIX (6) INCH VERTICAL SEPARATION IS PERMITTED PROVIDED THAT A TWENTY (20) FOOT DUCTILE IRON PIPE SECTION OF POTABLE WATER MAIN IS CENTERED ON THE CROSSING WITH THE WASTEWATER FORCE MAIN HAVING A TWENTY (20) FOOT DUCTILE IRON PIPE SECTION CENTERED ON THE CROSSING. A WASTEWATER FORCE MAIN MAY CROSS OVER A POTABLE WATER MAIN ON A CASE BY CASE BASIS PROVIDED A MINIMUM OF TWELVE (12) INCH VERTICAL SEPARATION IS OBTAINED BETWEEN THE BOTTOM OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE AND ONLY WITH PRIOR DEPARTMENT APPROVAL.*
2. THE PREFERRED PIPE DEFLECTION METHOD IS BY USING MECHANICAL RESTRAINT FITTINGS.*
3. WASTEWATER FORCE MAIN DEFLECTION BY PIPE JOINT METHOD REQUIRES DEPARTMENT APPROVAL PRIOR TO THE INSTALLATION OF THE POTABLE WATER MAIN.*
4. DEFLECTION BY PIPE JOINT SHALL NOT EXCEED SEVENTY-FIVE PERCENT (75%) OF MANUFACTURER'S RECOMMENDED MAXIMUM JOINT DEFLECTION FOR DUCTILE IRON PIPE AND PVC PIPE DEFLECTION CAN ONLY BE ALLOWED BY INSTALLING THE APPROPRIATE FITTINGS — NO EXCEPTIONS.*

WASTEWATER MAIN CONFLICT DEFLECTION DETAIL ✳ 5S



NOTES

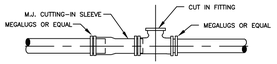
1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" – 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL (PER LAND DEVELOPMENT DESIGN STANDARDS) OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE AND MATCH THE TYPE OF MATERIAL OF THE ORIGINAL BASE OR 12" MINIMUM, WHICHEVER IS GREATER.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY (MINIMUM 98% AASHTO – T-180)
5) SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE OR 1-1/2" SP 12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD. FOR LIMEROCK BASE AND TACK COAT AT 0.05 GAL/S-Y FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES O



GRAVITY WASTEWATER MAIN

NOTE:

DUCTILE IRON FITTINGS (WYE, TEE, SLEEVES) ARE REQUIRED FOR DUCTILE IRON AND/OR C-900 PVC MAIN.



DUCTILE IRON-MECHANICAL JOINT (FORCE MAIN)

NOTE:

MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT ASSEMBLY.

WASTEWATER SYSTEM STANDARD CUT-IN DETAILS

9S

I. FORCE MAINS AND GRAVITY WASTEWATER MAINS WITHIN WELLFIELD PROTECTION ZONE

PRESSURE TEST PROCEDURE TO FOLLOW THE CURRENT AWWA C-600 STANDARD (150psi, (2) HOUR DURATION).

THERE SHALL BE NO PRESSURE DROP IN THE PIPE DURING THE TEST ("ZERO" FILL-UP TOLERANCE).

II. FORCE MAINS OUTSIDE OF WELLFIELD PROTECTION ZONE

MAXIMUM QUANTITY OF WATER (GALLONS PER HOUR) THAT MAY BE SUPPLIED TO MAINTAIN PRESSURE WITHIN 5 P.S.I. OF THE SPECIFIED TEST PRESSURE

(MECHANICAL OR PUSH-ON JOINT, 18 FT. NOMINAL LENGTHS, PER 1000 FT. OF PIPE)

AVG. TEST PRESSURE	PIPE DIAMETER (INCHES)															
PSI	2	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48
150	0.10	0.14	0.18	0.27	0.37	0.46	0.55	0.64	0.73	0.83	0.92	1.10	1.38	1.65	1.93	2.20

FORMULA BASIS: $L = \frac{(S) \times (D) \times (P)^{1/2}}{148{,}000} \times 1/2$

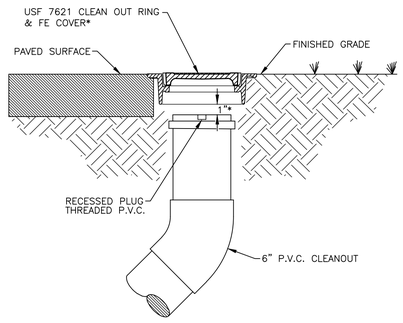
L = MAXIMUM QUANTITY OF WATER TO BE ADDED (GALLONS PER HOUR)
S = LENGTH OF PIPE TESTED (FEET)
D = DIAMETER OF PIPE (INCHES)
P = TEST PRESSURE (P.S.I.)

NOTES:

1. TO OBTAIN THE MAXIMUM QUANTITY OF WATER FOR PIPE WITH 20 FT. NOMINAL LENGTHS, MULTIPLY THE QUANTITY CALCULATED FROM THE TABLE BY 0.9
2. THE MAXIMUM QUANTITY OF ADDED WATER FOR A PIPELINE IS CALCULATED BY MULTIPLYING THE QUANTITY PER HOUR AS OBTAINED FROM THE ABOVE TABLE, BY THE DURATION OF THE TEST IN HOURS, AND BY THE TOTAL LENGTH OF THE LINE BEING TESTED DIVIDED BY 1,000. IF AND LINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE MAXIMUM QUANTITY ADDED WILL BE THE SUM OF THE COMPUTED QUANTITIES FOR EACH SIZE.
3. MAXIMUM TEST LENGTH = 2,500 FEET PER SECTION.
4. THIS STANDARD SHALL REFLECT ANY REVISION OF A.W.W.A. C-600. HOWEVER, THE MAXIMUM QUANTITY OF WATER ADDED SHALL NOT EXCEED 50% OF THE RECOMMENDED LIMIT PER APPLICABLE AWWA C-600 STANDARD.
5. STANDARD TEST PRESSURE = 150 P.S.I.
6. PRESSURE TEST DURATION TO BE MIN. 2 HOURS.

PRESSURE TEST CRITERIA FOR GRAVITY WASTEWATER MAIN IN WELL FIELD & FORCE MAIN

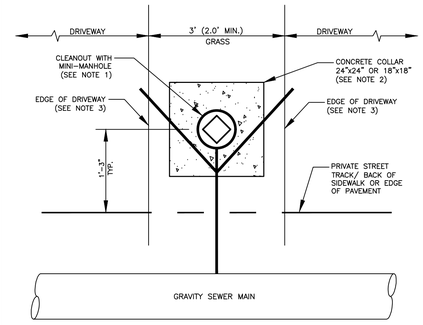
10S



1. CLEANOUTS TO BE LOCATED IN GRASS AREA WHENEVER POSSIBLE WITH A MINIMUM OF THREE (3) FEET FROM EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, AND TRANSFORMERS ON RESIDENTIAL AND NON-RESIDENTIAL LOTS UNLESS LOTS ARE ASSOCIATED WITH TOWNHOME OR ZERO LOT LINE LOTS. ON ZERO LOT LINE LOTS THE MINIMUM DIMENSION SHALL BE ONE (1) FOOT INSTEAD OF THREE (3) FOOT MINIMUM UNLESS OTHERWISE APPROVED BY THE DEPARTMENT.*
2. CLEANOUTS SHALL NOT BE INSTALLED IN TRAFFIC LANES OR AREAS UNDER HEAVY TRAFFIC LOADS.
3. THE COVER TO BE MARKED "S".
4. CLEANOUTS TO BE INSTALLED PRIOR TO WATER METER RELEASE.
5. THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEANOUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE DEPARTMENT.
6. A CONCRETE COLLAR MAY BE REQUIRED IF CLEANOUT IS LOCATED BETWEEN DRIVEWAYS. SPECIAL CONSTRUCTION DETAIL WILL BE REQUIRED.
7. ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENT, THE CLEANOUTS ENDING PBCWUD MAINTENANCE RESPONSIBILITY SHALL BE INSTALLED MIN. 12", MAX. 18" INTO THE EASEMENT.

TYPICAL CLEANOUT INSTALLATION

11SA



NOTES:

1. CLEANOUT WITH MINI-MANHOLE MUST BE CENTERED BETWEEN DRIVEWAYS IN GRASS AREA.
2. DRIVEWAYS THAT ARE SEPARATED BY (3)THREE FEET INSTALL A 24"x24" CONCRETE COLLAR. WHEN THERE IS LESS THAN (3)THREE FEET SEPARATION BETWEEN DRIVEWAYS INSTALL A 18"x18" CONCRETE COLLAR.
3. THE EDGE OF THE DRIVEWAY IS EITHER THE ASPHALT/CONCRETE PAVEMENT AREA AND/OR PAVER BRICK AREA WHICH MAY INCLUDE ANY CONCRETE EDGING.

CLEANOUT INSTALLATION DETAIL BETWEEN TOWNHOME DRIVEWAYS

11SB

GENERAL NOTES

DEFINITIONS

1. DEPARTMENT – THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT.
2. CONTRACTOR – UTILITY CONTRACTOR AND ALL UTILITY SUBCONTRACTORS.
3. ENGINEER – ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION.

PROCEDURE

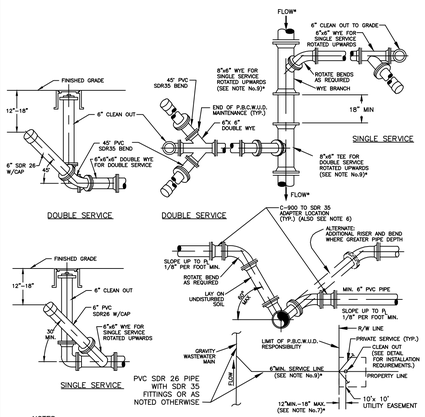
1. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY POTABLE WATER, RECLAIMED WATER AND/OR WASTEWATER SYSTEM CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE DEPARTMENT, CONTRACTOR, ENGINEER AND OTHER INTERESTED PARTIES.
2. ANY REVISIONS TO THE APPROVED PLANS SHALL BE CALLED TO THE ATTENTION OF THE DEPARTMENT PRIOR TO THE PRE-CONSTRUCTION MEETING. REVISED PLANS MUST BE APPROVED PRIOR TO THE MEETING.
3. FIVE (5) COPIES OF THE CURRENT APPROVED MATERIAL LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING OF THE PRE-CONSTRUCTION MEETING.
4. ALL APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO PRECONSTRUCTION MEETING. (DOT, HEALTH DEPARTMENT, COUNTY ENGINEER, ETC.).
5. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON JOB SITE.
6. ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED PRIOR TO CONSTRUCTION. SUBSTITUTE MATERIALS SHALL NOT BE APPROVED AFTER DELIVERY TO THE JOB SITE. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
7. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE APPROVED PLANS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. APPROVAL OF DEVELOPMENT PLANS BY THE DEPARTMENT IN NO WAY IMPLIES VERIFICATION OF THE ACCURACY OF THOSE PLANS OR FEATURES DEPICTED THEREON. ANY DISCREPANCY IN OR VARIATION FROM THE APPROVED PLANS IS TO BE BROUGHT TO THE ATTENTION OF THE DEPARTMENT BY THE ENGINEER AND CONTRACTOR. THE CONTRACTOR SHALL CONFIRM AND INSTALL (IF NECESSARY) ADEQUATE MECHANICAL PIPE / JOINT RESTRAINT ON EXISTING PIPES PRIOR TO CONNECTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS FROM ALL OTHER UTILITY FACILITIES.
10. THE CONTRACTOR OR ENGINEER SHALL SCHEDULE INSPECTIONS AND TESTS A MINIMUM OF 24-48 HOURS IN ADVANCE.
11. NO CONNECTION TO OR ANY OTHER CONSTRUCTION SHALL BE PERFORMED ON AN EXISTING DEPARTMENT OWNED OR MAINTAINED MAIN OR STRUCTURE WITHOUT THE PRESENCE OF A DEPARTMENT INSPECTOR.
12. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND THE DEPARTMENT'S MINIMUM STANDARDS. CONFLICTS BETWEEN THE PRECEDING DOCUMENTS SHOULD BE CALLED TO THE ATTENTION OF THE DEPARTMENT FOR RESOLUTION. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE DEPARTMENT.
13. UPON COMPLETION OF CONSTRUCTION, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.

PRESSURE PIPE NOTES

1. THERE SHALL BE 36" MINIMUM COVER FROM FINISHED GRADE TO TOP OF PIPE.
2. DUCTILE IRON PIPE (DIP) THICKNESS SHALL CONFORM TO THE DEPARTMENT'S APPROVED MATERIAL LIST. POTABLE WATER AND RECLAIMED WATER MAINS DIP SHALL BE CEMENT LINED. FORCE MAIN DIP SHALL BE CERAMIC EPOXY LINED.
3. PVC PRESSURE PIPE SHALL BE C-900, SDR-18, 150 PSI.
4. ALL FITTINGS SHALL BE DUCTILE IRON WITH MECHANICAL JOINTS AND CEMENT OR APPROVED EPOXY LINING.
5. POTABLE WATER, RECLAMED WATER AND WASTEWATER FORCE MAIN VALVES 10 INCHES AND SMALLER SHALL BE RESILIENT SEAT GATE VALVES. TWELVE-INCH (12") OR LARGER FORCE MAIN VALVES SHALL BE RESILIENT SEAT GATE VALVES OR ECCENTRIC PLUG VALVES (IF APPROVED IN ADVANCE BY DEPARTMENT). POTABLE WATER AND RECLAIMED WATER MAIN VALVES LARGER THAN 10 INCHES SHALL BE BUTTERFLY VALVES.
6. ALL TRENCHING, PIPE-LAYING, BACKFILL, PRESSURE TESTING, AND DISINFECTION MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY AND HEALTH DEPARTMENT STANDARDS AND REGULATIONS.

GRAVITY SEWER NOTES

1. MANHOLES AND OTHER CASTINGS SHALL BE INSPECTED BY THE DEPARTMENT BEFORE PLACEMENT AND BEFORE APPLICATION OF THE CORROSION BARRIER SYSTEM (IF APPLICABLE).
2. ALL OPENINGS IN PRECAST MANHOLES SHALL BE CAST AT TIME OF MANUFACTURE OR CORED IN FIELD.
3. ALL MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE, AND SHALL REST ON A FIRM, CAREFULLY GRADED SUBGRADE, WHICH SHALL PROVIDE UNIFORM BEARING UNDER BASE.
4. PVC WASTEWATER GRAVITY PIPE SHALL CONFORM TO ASTM D-3034, SDR 26 WITH PVC SDR 35 FITTINGS, OR PVC C-900 SDR 18, PIPE AND FITTINGS, WITH PUSH-ON RUBBER GASKET JOINTS.
5. D.I.P. GRAVITY SEWER PIPE SHALL BE PRESSURE CLASS 350, EPOXY LINED.
6. THE COMPLETED GRAVITY WASTEWATER SYSTEM SHALL BE INSPECTED BY THE DEPARTMENT TO VERIFY ALIGNMENT AND INTEGRITY. THERE SHALL BE NO LEAKAGE. ALL MAINS SHALL BE LAMPED, SHOWING A FULL CIRCLE OF LIGHT. DURING THESE INSPECTIONS, THE MAIN SHALL BE CLEAN AND DRY.

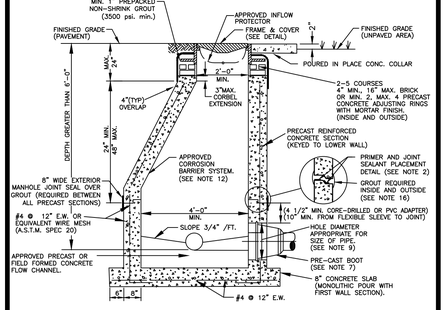


NOTES:

1. MIN. 3' AND 5' MAX. DEPTH IS REQUIRED, UNLESS PLANS SHOW OTHERWISE, FOR SERVICE LATERAL WYE AT THE CLEAN OUT ENDING P.B.C.W.U.D. OWNERSHIP AND MAINTENANCE RESPONSIBILITY.
2. CLEAN OUT IS TO BE INSTALLED PER DEPARTMENT STANDARDS PRIOR TO WATER METER INSTALLATION.
3. WASTEWATER MAIN WYE BRANCH TO MATCH MAIN PIPE MATERIAL.
4. CLEAN OUTS DESIGNATING THE END OF THE DEPARTMENT'S MAINTENANCE RESPONSIBILITY SHALL BE LOCATED WITHIN AN UTILITY EASEMENT OR RIGHT-OF WAY DEDICATED FOR UTILITIES.
5. THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEAN OUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE DEPARTMENT.
6. SEE MINIMUM SEPARATION STATEMENT FOR P.V.C. C-900 SDR 18 PIPE MATERIAL REQUIREMENTS AT WASTEWATER LATERAL/POTABLE WATER MAIN CROSSINGS.
7. ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENT, THE CLEANOUT ENDING PBCWUD MAINTENANCE RESPONSIBILITY SHALL BE INSTALLED 12" MIN. TO 18" MAX. INTO THE UTILITY EASEMENT.*
8. MIN. 3' HORIZONTAL SEPARATION MUST BE MAINTAINED BETWEEN CLEANOUTS AND EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHTPOLES, TRANSFORMERS, POWER POLES.
9. GRAVITY SEWER MAINS ARE 8" DIAMETER WITH ALL SEWER LATERAL CONNECTIONS TO A GRAVITY SEWER MAINS REQUIRED TO BE 6" DIAMETER IN SIZE UNLESS OTHERWISE PREVIOUSLY APPROVED BY THE DEPARTMENT.*

TYPICAL WASTEWATER SERVICE CONNECTION

12S

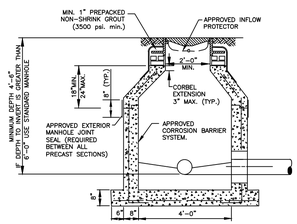


NOTES:

1. PRECAST CONCRETE TYPE II 4000 P.S.I. CALCAREOUS AGGREGATE REQUIRED (MIN. CaCO3 CONTENT: 65% IN LARGE AGGREGATE, 50% IN CONCRETE SCREENING).
2. INSTALL APPROVED JOINT SEALANT AT ALL RISER JOINTS WITH GROUT ON INSIDE AND OUTSIDE. MANHOLE SHOP DRAWINGS SHALL INCLUDE THE SIZE AND PLACEMENT OF JOINT SEALANT. AN APPROVED JOINT PRIMER SHALL BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).
3. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF NON-SHRINKING GROUT.
4. FLOW CHANNELS SHALL BE PRECAST OR FIELD CONSTRUCTED TO DIRECT INFLUENT INTO FLOW STREAM. (SEE DETAIL)
5. LIFT HOLES ARE PERMITTED.
6. ALL PIPE HOLES SHALL BE PRECAST OR CORE – DRILLED.
7. A. FOR PVC PIPE ENTERING MANHOLE WITH PRECAST HOLES USE THE APPROVED, PRECASTED FLEXIBLE MANHOLE SLEEVE FOR THE APPROPRIATE PIPE DIAMETER AND DIMENSION RATIO. DOUBLE BANDING IS REQUIRED FOR FLEXIBLE MANHOLE SLEEVE.
   B. CONNECTION TO A MANHOLE WITH A CORE DRILLED HOLE SHALL BE MADE USING A 5" MIN. PVC C900 OR 18 AND THE APPROVED PVC-MANHOLE ADAPTER. THE ADAPTER SHALL NOT EXTEND MORE THAN 1"INTO THE MANHOLE.
   C. THE INSIDE AND OUTSIDE SPACE BETWEEN PIPE AND MANHOLE WALL SHALL BE FILLED WITH GROUT
8. INSIDE DROPS SHALL NOT BE DESIGNED TO EXCEED 1.80 FEET AND NOT CONSTRUCTED TO EXCEED 2.0 FEET. MAX. 6" INSIDE DROP IS PERMITTED FOR MANHOLES WITH 3 OR MORE INVERTS AND MANHOLES WITH A CHANGE IN FLOW DIRECTION OF MORE THAN 45 DEGREES.
9. 8" DIAMETER PIPE: 15" HOLE FOR PVC – 10" DIAMETER PIPE: 17" HOLE FOR PVC.
10. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH ASTM C-478, LATEST STANDARD.
11. MINIMUM 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND A SERVICE WYE.
12. MANHOLES TO BE COATED INSIDE WITH AN APPROVED CORROSION BARRIER SYSTEM. SOLID THERMOPLASTIC CAST-IN LINER IS REQUIRED FOR LAST MANHOLE PRIOR TO LIFT STATION, MANHOLES DEEPER THAN 14 FT., MANHOLES WITH OUTSIDE DROP, AND MANHOLES WITH A FORCE MAIN CONNECTION. (SEE APPROPRIATE DETAILS)
13. APPROVED INFLOW PROTECTORS ARE REQUIRED.
14. MANHOLES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS.
15. SPECIAL PRE-APPROVED GROUT IS REQUIRED FOR PRECAST STRUCTURES WITH ANTIMICROBIAL ADMIXTURE.

STANDARD MANHOLE

13S

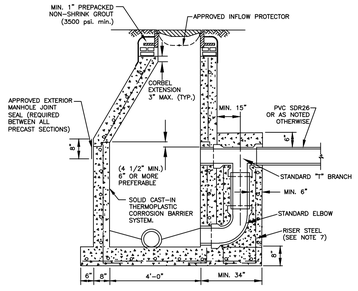


NOTE:

ALL STANDARD MANHOLE NOTES AND DETAILS ARE APPLICABLE.

SHALLOW MANHOLE

14S



NOTES:

1. ALL DETAILS AND SPECIFICATIONS FOR STANDARD MANHOLES ARE APPLICABLE EXCEPT FOR REFERENCES TO DROP ASSEMBLY AND CAST IN LINERS.
2. THE PRECAST BASE SHALL EXTEND FULLY UNDER THE DROP ASSEMBLY.
3. MASONRY CONSTRUCTION ABOVE THE EXTENDED PRECAST BASE, IF FILLED WITH CONCRETE, IS PERMISSIBLE.
4. BRICK AND CONCRETE RUBBLE ARE PERMITTED AS FILLER IN DROP ENCASEMENT.
5. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2.0 FEET OR MORE ABOVE THE MAIN INVERT CHANNEL. DROP CONNECTIONS SHOULD NOT BE DESIGNED FOR LESS THAN A 2.4 FOOT DROP.
6. PVC SDR 26 PIPE WITH PVC SDR 35 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.
7. RISER STEEL TO BE CAST IN PLACE WITH BASE (4 RODS) OR USE 4 – 1/2" DIA. COIL LOOP INSERTS CAST IN PLACE WITH BASE (TO BE USED WITH 1/2" COIL RODS). COIL LOOP INSERTS TO BE "DAYTON SUPERIOR" B16, 1/2"X 4" OR APPROVED EQUAL.

DROP CONNECTION PRECAST MANHOLE

15S

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WASTEWATER #2
STANDARD DETAILS

CONSULTANT:

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005 Cert. No. 26960

IT'S THE LAW ! CALL 48 HOURS BEFORE YOU DIG 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC. UTILITIES NOTIFICATION CENTER

DESIGNED BY: _____
DRAWN BY: M.B.
CHECKED BY: _____
APPROVED BY: _____

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

WUD NO:

CONGRESS AVENUE
FORCE MAIN PROJECT

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)493-6000

NO.	DATE	REVISION / REMARKS	BY
1	DEC 2021	GENERAL REVISION	J.L.
2	JAN 2023	GENERAL REVISION	J.L.

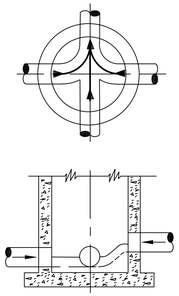
STD DETAILS

SHEET NUMBER
D-02

SEAL

STEPHEN R. FOWLER
FL PE NO: 69039
May 15, 2025

Drawing: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PBCWUD STD DTLS - WASTEWATER.dwg\WUD WW-2 - Last Modified: Thu, May 15, 2025 - 11:11am

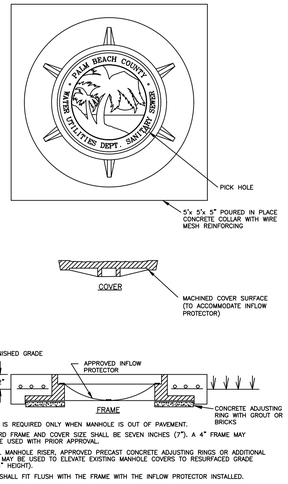


NOTES:

1. PROPERLY SHAPED INVERT CHANNELS AND SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS TO PROVIDE FOR SMOOTH FLOWS.
2. SERVICE LATERALS SHALL NOT ENTER MANHOLES UNLESS SPECIFIED ON PLANS AND THEN MUST BE TREATED AS MAINS (ELEVATIONS SHOWN, PRECAST HOLE, FLOW CHANNEL)
3. APPROVED PRECAST POLYPROPYLENE OR FIBER REINFORCED POLYMER (FRP) FLOW CHANNELS WITH INTEGRATED PIPE INVERTS (SEE SEPARATE DETAILS). PRECAST CONCRETE FLOW CHANNELS, OR FIELD INSTALLED CONCRETE FLOW CHANNELS ARE REQUIRED.
4. SIDEWALLS OF FLOW CHANNELS SHALL BE AT LEAST HALF OF PIPE HEIGHT AT ALL POINTS.
5. NO INSIDE DROP LARGER THAN 6" SHALL BE ALLOWED WITH 3 OR 4 INVERTS AND MANHOLES WITH A CHANGE OF DIRECTION OF FLOW OF MORE THAN 45 DEGREES.
6. THE FIELD APPLIED CORROSION BARRIER SYSTEM SHALL BE INSTALLED AFTER INVERT CHANNEL CONSTRUCTION UNLESS PRECAST THERMOPLASTIC BASELINER IS USED. THE FIELD APPLIED CORROSION BARRIER MAY NOT BE APPLIED TO THE FLOW CHANNEL.

INVERT FLOW CHANNELS

16S

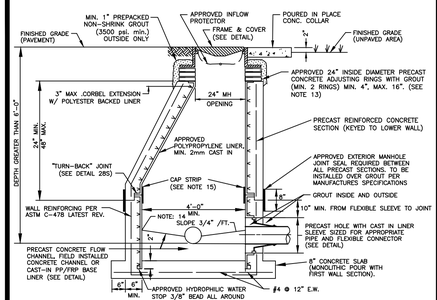


NOTES:

1. COLLAR IS REQUIRED ONLY WHEN MANHOLE IS OUT OF PAVEMENT.
2. STANDARD FRAME AND COVER SIZE SHALL BE SEVEN INCHES (7"). A 4" FRAME MAY ONLY BE USED WITH PRIOR APPROVAL.
3. A STEEL MANHOLE RISER, APPROVED PRECAST CONCRETE ADJUSTING RINGS OR ADDITIONAL BRICKS MAY BE USED TO ELEVATE EXISTING MANHOLE COVERS TO RESURFACED GRADE (MAX. 4" HEIGHT).
4. COVER SHALL FIT FLUSH WITH THE FRAME WITH THE INFLOW PROTECTOR INSTALLED.

GRAVITY SEWER MANHOLE FRAME & COVER

17S

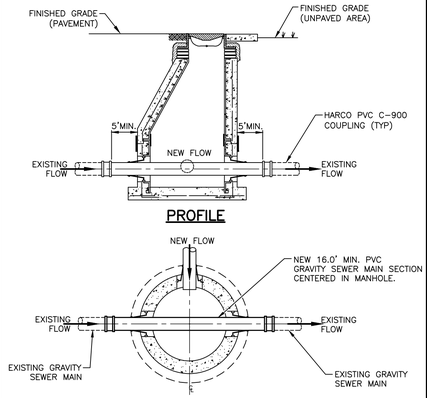


NOTES:

1. PRECAST CONCRETE TYPE II 4000 P.S.I. CALCAREOUS AGGREGATE REQUIRED (MIN. CaCO3 CONTENT: 65% IN LARGE AGGREGATE, 50% IN CONCRETE SCREENING).
2. APPROVED PRIMER AND SEALANT GASKET AT ALL RISER JOINTS. SEALANT GASKET SIZE AND PLACEMENT SHALL BE CALLED OUT ON SHOP DRAWINGS. PRIMER TO BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).
3. ALL PIPE OPENINGS SHALL BE GAS TIGHT AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE PIPE CLAMPS MUST BE INSTALLED ON FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURERS INSTALLATION INSTRUCTIONS.
5. CORED PIPE OPENINGS SHALL BE INSTALLED PER DETAIL. APPROVED FLEXIBLE CONNECTOR WILL BE INSTALLED ONTO POLY-PROPYLENE WALL SLEEVE. WALL SLEEVE SHALL BE EPOXIED INTO CORED OPENING AND THERMAL WELDED TO WALL LINER.
6. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT INFLUENT INTO FLOW STREAM. APPROVED CAST-IN PP/FRP BASE LINER IS ACCEPTABLE (SEE DETAIL).
7. LIFT HOLES ARE PERMITTED.
8. INSIDE DROPS SHALL NOT BE DESIGNED TO EXCEED 1.80 FEET AND NOT CONSTRUCTED TO EXCEED 2.0 FEET. MAX. 6" INSIDE DROP IS PERMITTED FOR MANHOLES WITH 3 OR MORE INVERTS AND MANHOLES WITH A CHANGE IN FLOW DIRECTION OF MORE THAN 45 DEGREES.
9. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH ASTM C-478, LATEST STANDARD.
10. MINIMUM 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE OR ANY PIPE JOINT.
11. ONLY APPROVED THERMOPLASTIC LINER SYSTEM SHALL BE USED. LINERS MUST BE WELDED BY LINER MFG CERTIFIED WELDERS AND BE CAST INTO THE MANHOLE BY A LINER MANUFACTURER CERTIFIED PRECASTER.
12. APPROVED INFLOW PROTECTORS ARE REQUIRED.
13. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24" (INCLUDING FRAME CASTING).
14. SEAL INVERT BENCH AND CHANNEL TO WALL LINER WITH 3M WEATHERBAN 5354 SEALANT TAPE OR APPROVED EQUAL.
15. MIN. 4" WIDE FIELD WELDED CAP STRIP IS REQUIRED FOR ALL JOINTS.
16. SOLID THERMOPLASTIC CAST-IN LINER IS REQUIRED FOR LAST MANHOLE PRIOR TO LIFT STATION. MANHOLES DEEPER THAN 14 FT., MANHOLES WITH OUTSIDE DROP, AND MANHOLES WITH A FORCE MAIN CONNECTION. (SEE APPROPRIATE DETAILS)
17. MANHOLES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS.

STANDARD MANHOLE WITH CAST-IN LINER

* 18SA

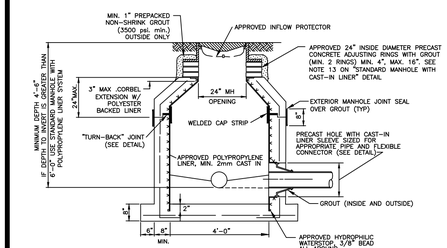


NOTES:

1. MANHOLE TO BE CONSTRUCTED AND INSTALLED PER WUD STANDARD DETAIL 18SA.
2. A TEMPORARY GRAVITY SEWER MAIN BYPASS SIXTEEN(16) FOOT MINIMUM TO BE INSTALLED THROUGH NEW MANHOLE TO MAINTAIN EXISTING WASTEWATER FLOW DURING CONSTRUCTION OF NEW GRAVITY SEWER SYSTEM.
3. ONCE THE NEW GRAVITY SEWER SYSTEM INSTALLATION IS COMPLETED AND HAS RECEIVED FINAL DEP WASTEWATER CERTIFICATION THE TEMPORARY BYPASS PIPE SHALL BE CUT AND REMOVED FROM WITHIN THE MANHOLE WITH A NEW FLOW CHANNEL CONSTRUCTED PER WUD MINIMUM DESIGN STANDARDS.
4. AFTER ALL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING THE REMOVAL OF THE BYPASS PIPE AND CONSTRUCTION OF THE NEW FLOW CHANNEL, THE EXISTING UPSTREAM AND DOWNSTREAM GRAVITY SEWER MAIN SHALL BE LAMPED TO VERIFY NO ADVERSE DAMAGE OCCURED DURING CONSTRUCTION TO THE EXISTING GRAVITY SEWER MAIN.

NEW MANHOLE CUT INTO EXISTING GRAVITY SEWER MAIN

* 18SB

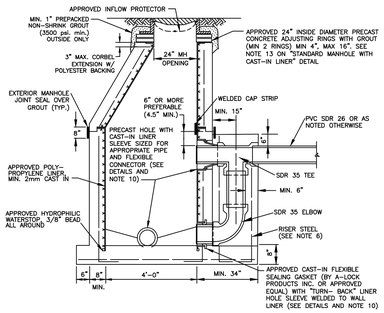


NOTES:

1. ALL "STANDARD MANHOLE WITH POLYPROPYLENE LINER SYSTEM" NOTES AND DETAILS ARE APPLICABLE.
2. SEAL INVERT BENCH AND CHANNEL TO WALL LINER WITH 3M WEATHERBAN 5354 SEALANT TAPE (OR APPROVED EQUAL).
3. SEE SEPARATE DETAIL FOR OPTIONAL CAST-IN POLYPROPYLENE OR FIBER REINFORCED POLYMER BASE LINER.

SHALLOW MANHOLE WITH CAST-IN LINER

19S

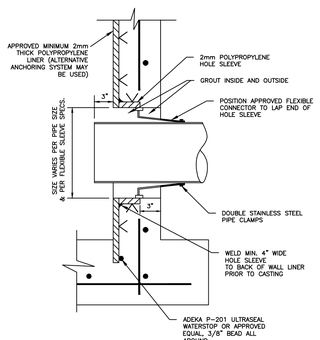


NOTES:

1. ALL DETAILS AND SPECIFICATIONS FOR "STANDARD MANHOLE WITH SOLID POLYPROPYLENE LINER SYSTEM" ARE APPLICABLE EXCEPT FOR REFERENCES TO DROP ASSEMBLY.
2. THE PRECAST BASE SHALL EXTEND FULLY UNDER THE DROP ASSEMBLY.
3. PRECAST DROP ENCASEMENT REQUIRED UP TO TOP EDGE OF 90 DEGREE ELBOW, BRICK AND CONCRETE RUBBLE ARE PERMITTED AS FILLER IN REMAINDER OF DROP ENCASEMENT.
4. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2.0 FEET OR MORE ABOVE THE MAIN INVERT CHANNEL. DROP CONNECTIONS SHOULD NOT BE DESIGNED FOR LESS THAN A 2.4 FOOT DROP.
5. PVC SDR 26 PIPE WITH PVC SDR 35 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.
6. DROP ENCASEMENT REINFORCING STEEL TO BE CAST IN PLACE WITH BASE (4 RODS) OR USE 4-1/2" DIA. COIL LOOP INSERTS CAST IN PLACE WITH BASE (TO BE USED WITH 1/2" COIL RODS). COIL LOOP INSERTS TO BE "DAYTON SUPERIOR" B16, 1/2"X 4" OR APPROVED EQUAL.
7. MIN. 4" WIDE FIELD WELDED CAP STRIP IS REQUIRED OVER ALL JOINTS.
8. SEAL INVERT BENCH AND CHANNEL TO WALL LINER WITH 3M WEATHERBAN 5354 SEALANT TAPE (OR APPROVED EQUAL).
9. SEE SEPARATE DETAIL FOR OPTIONAL CAST-IN POLYPROPYLENE OR FIBER REINFORCED POLYMER BASE LINER.

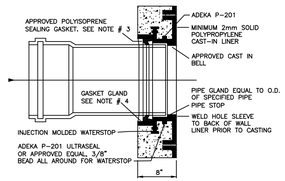
OUTSIDE DROP MANHOLE WITH CAST-IN LINER

20S



PIPE TO MANHOLE CONNECTION – TYPE "A"

21S



INSTALLATION:
1) CLEAN BELL
2) INSTALL GASKET AS SHOWN
3) LUBRICATE PIPE SPIGOT AND SLIDE INTO BELL AND GASKET UNTIL REACHING PIPESTOP
4) CHECK FOR WATERTIGHT CONNECTION

DO NOT LUBRICATE THE GASKET OR THE BELL

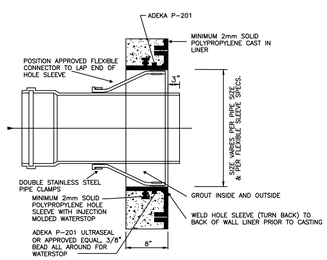
NOTES:

1) MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE TYPE OF MANHOLE/PIPE CONNECTION.
2) MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE PIPE SIZE, TYPE, GASKET TYPE, AND HOLE SIZE.
3) ONLY THE POLYISOPRENE GASKET SUPPLIED BY THE BELL MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
4) GASKET GLAND VARIES ACCORDING TO PIPE SIZE AND TYPE.
5) HOLE SLEEVES AND BELL CONNECTORS SHALL EXTEND TO THE OUTER PROFILE OF THE CONCRETE STRUCTURE AT MINIMUM PROVIDING A COMPLETELY LINED SURFACE WHERE THE GASKET AND HOLE LINER MATE TOGETHER.

CAST-IN BELL WITH COMPRESSION SEAL GASKET

PIPE TO MANHOLE CONNECTION – TYPE "B"

22S



INSTALLATION:
1) CLEAN BOOT HUB
2) INSTALL RUBBER BOOT CONNECTOR (PER MANUFACTURER'S INSTRUCTIONS).
3) LUBRICATE PIPE SPIGOT AND SLIDE INTO RUBBER BOOT CONNECTOR.
4) TIGHTEN RUBBER BOOT CLAMPS (PER MANUFACTURER'S INSTRUCTIONS)
5) SECURE AND BACKFILL WITH PROPER MATERIAL AS SPECIFIED
6) CHECK FOR WATERTIGHT CONNECTION

DO NOT LUBRICATE THE BOOT CONNECTOR OR THE BOOT HUB

NOTES:

1) MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE TYPE OF MANHOLE/PIPE CONNECTION.
2) MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE PIPE SIZE, TYPE, GASKET TYPE, AND HOLE SIZE.
3) ONLY THE POLYISOPRENE GASKET SUPPLIED BY THE BELL MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
4) GASKET GLAND VARIES ACCORDING TO PIPE SIZE AND TYPE.
5) HOLE SLEEVES AND BELL CONNECTORS SHALL EXTEND TO THE OUTER PROFILE OF THE CONCRETE STRUCTURE AT MINIMUM PROVIDING A COMPLETELY LINED SURFACE WHERE THE GASKET AND HOLE LINER MATE TOGETHER.

TURN BACK BOOT HUB WITH BOOT CONNECTOR

PIPE TO MANHOLE CONNECTION – TYPE "C"

23S

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WUD NO:

CONGRESS AVENUE FORCE MAIN PROJECT

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)493-6000

NO.	DATE	REVISION / REMARKS	BY
*	DEC 2021	GENERAL REVISION	J.L.
	JAN 2023	GENERAL REVISION	J.L.

WASTEWATER #3
STANDARD DETAILS

STD DETAILS

SHEET NUMBER
D-03

CONSULTANT:
HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005 Cert. No. 26960

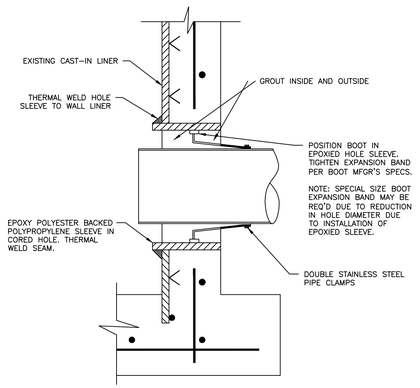
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.
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DESIGNED BY: _____
DRAWN BY: M.B.
CHECKED BY: _____
APPROVED BY: _____

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Water Utilities Department
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West Palm Beach, FL 33416-6097

SEAL

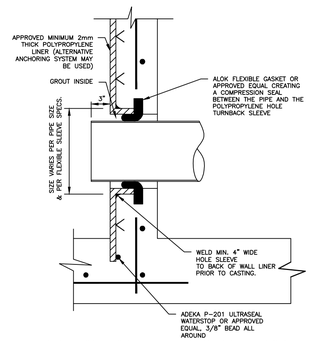
STEPHEN R. FOWLER
FL PE NO: 69039
May 15, 2025



NOTE:
THERMAL WELDING AND EPOXY OF THE SLEEVE TO BE PERFORMED BY A CONTRACTOR CERTIFIED BY THE LINER MANUFACTURER

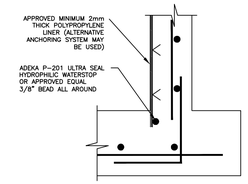
CORED HOLE W/FLEX. CONNECTOR & TURNBACK SLEEVE POLYPROPYLENE LINER SYSTEM CAST-IN

24S



PIPE TO DROP MANHOLE CONNECTION LOWER INVERT

25S

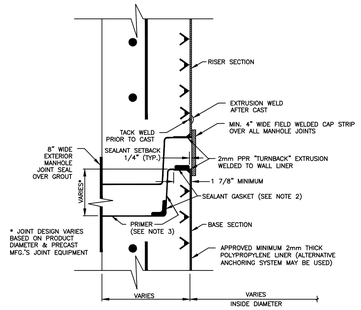


NOTE:

THIS STYLE WATERSTOP IS USED ON STRUCTURES CAST WITH A MONOLITHICALLY POURED BOTTOM SLAB.

BASE MANHOLE SECTION WATERSTOP DETAIL

26S

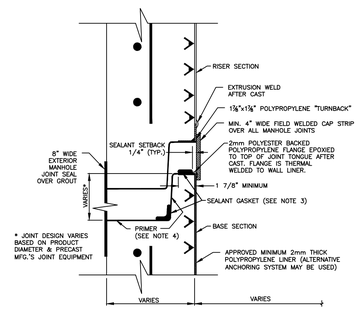


NOTES:

1. LINER WELDING SHALL BE PERFORMED EXCLUSIVELY BY LICENSED, CERTIFIED WELDERS.
2. STRUCTURE SHOP DRAWINGS SHALL CALL OUT THE SIZE, TYPE AND PLACEMENT OF THE JOINT SEALANT.
3. JOINT PRIMER TO BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).

TURN BACK JOINT INSTALLED PRIOR TO CAST

27S

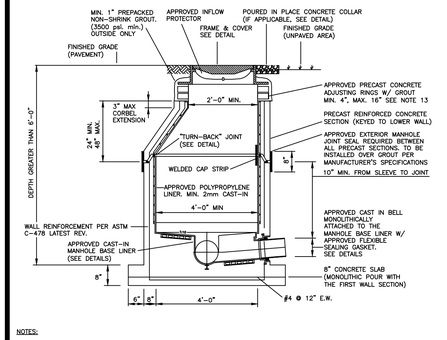


NOTES:

1. THE "AFTER CAST" "TURNBACK" JOINT IS USED WHEN THE "PRIOR TO CAST" "TURNBACK" JOINT IS NOT FEASIBLE.
2. LINER WELDING SHALL BE PERFORMED EXCLUSIVELY BY LICENSED, CERTIFIED WELDERS.
3. STRUCTURE SHOP DRAWINGS SHALL CALL OUT THE SIZE, TYPE AND PLACEMENT OF THE JOINT SEALANT.
4. JOINT PRIMER TO BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).

TURN BACK JOINT INSTALLED AFTER CAST

28S

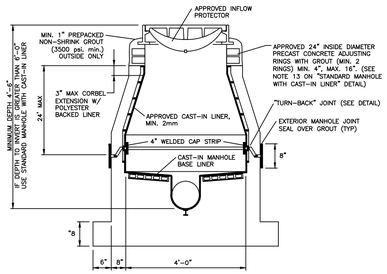


NOTES:

1. PRECAST CONCRETE TYPE II 4000 P.S.I. CALCAREOUS AGGREGATE REQUIRED (MIN. CaCO3 CONTENT: 65% IN LARGE AGGREGATE, 50% IN CONCRETE SCREENING).
2. RUB'R NEK (RU 106) OR APPROVED EQUAL AT ALL RISER JOINTS. SIZES TO BE SPECIFIED ON SHOP DRAWINGS.
3. ALL PIPE OPENINGS SHALL BE GAS TIGHT AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE PIPE CLAMPS MUST BE INSTALLED ON FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. CORED PIPE OPENINGS SHALL BE INSTALLED PER DETAIL. APPROVED FLEXIBLE CONNECTOR WILL BE INSTALLED ONTO POLY-PROPYLENE WALL SLEEVE. WALL SLEEVE SHALL BE EPOXIED INTO CORED OPENING AND THERMAL WELDED TO WALL LINER. BY LICENSED CONTRACTOR.
6. FLOW CHANNELS SHALL DIRECT INFLUENT INTO FLOW STREAM. (SEE DETAIL)
7. LIFT HOLES ARE PERMITTED.
8. INSIDE DROPS SHALL NOT BE DESIGNED TO EXCEED 1.80 FEET AND NOT CONSTRUCTED TO EXCEED 2.0 FEET. MAX. 6" INSIDE DROP IS PERMITTED FOR MANHOLES WITH 3 OR MORE INVERTS AND MANHOLES WITH A CHANGE IN FLOW DIRECTION OF MORE THAN 45 DEGREES.
9. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH ASTM C-478, LATEST STANDARD.
10. MINIMUM 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
11. MANHOLES SHALL BE LINED INSIDE WITH AN APPROVED POLYPROPYLENE LINER SYSTEM. LINERS MUST BE WELDED BY LINER MFG CERTIFIED WELDERS AND BE CAST INTO THE MANHOLE BY A LINER MANUFACTURER CERTIFIED PRECASTER.
12. APPROVED INFLOW PROTECTORS ARE REQUIRED.
13. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24" (INCLUDING FRAME CASTING).
14. APPROVED THERMO-PLASTIC CHIMNEY LINER SHALL COMPLETELY COVER THE PRECAST CONCRETE GRADE RINGS AND SHALL BE SEALED TO THE CORBEL LINER BY MEANS OF AN APPROVED POLYISOPRENE LIP SEAL GASKET AND SEALED TO THE RING USING APPROVED BUTYL STRIPS. SEE DETAILS.
15. SOLID THERMO-PLASTIC CAST-IN LINER SYSTEM IS REQUIRED FOR LAST MANHOLE PRIOR TO A LIFT STATION, MANHOLES DEEPER THAN 14 FEET, MANHOLES WITH AN OUTSIDE DROP, AND MANHOLES WITH A FORCE MAIN CONNECTION. SEE APPROPRIATE DETAILS.
16. MANHOLES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS.

STANDARD MANHOLE WITH CAST-IN LINER AND BASE LINER

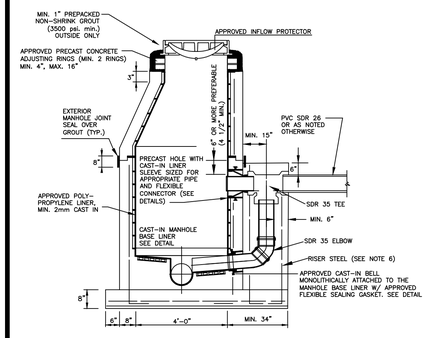
29S



NOTE: ALL CORRESPONDING STANDARD MANHOLE NOTES AND DETAILS SHALL APPLY.

SHALLOW MANHOLE WITH CAST-IN LINER AND BASE LINER

30S

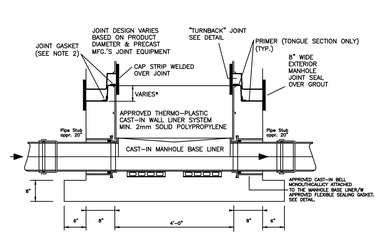


NOTES:

1. ALL DETAILS AND SPECIFICATIONS FOR "STANDARD MANHOLE WITH SOLID POLYPROPYLENE LINER SYSTEM" ARE APPLICABLE EXCEPT FOR REFERENCES TO DROP ASSEMBLY.
2. THE PRECAST BASE SHALL EXTEND FULLY UNDER THE DROP ASSEMBLY.
3. PRECAST DROP ENCASEMENT REQUIRED UP TO TOP EDGE OF 90 DEGREE ELBOW, BRICK AND CONCRETE RUBBLE ARE PERMITTED AS FILLER IN REMAINDER OF DROP ENCASEMENT.
4. DROP CONNECTIONS SHALL BE REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2.0 FEET OR MORE ABOVE THE MAIN INVERT CHANNEL. DROP CONNECTIONS SHOULD NOT BE DESIGNED FOR LESS THAN A 2.4 FOOT DROP.
5. PVC SDR 26 PIPE WITH PVC SDR 35 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.
6. DROP ENCASEMENT REINFORCING STEEL TO BE CAST IN PLACE WITH BASE (4 RODS) OR USE 4-1/2" DIA. COIL LOOP INSERTS CAST IN PLACE WITH BASE (TO BE USED WITH 1/2" COIL RODS). COIL LOOP INSERTS TO BE "DAYTON SUPERIOR" B16, 1/2"X 4" OR APPROVED EQUAL.

OUTSIDE DROP MANHOLE WITH CAST-IN LINER AND BASE LINER

31S

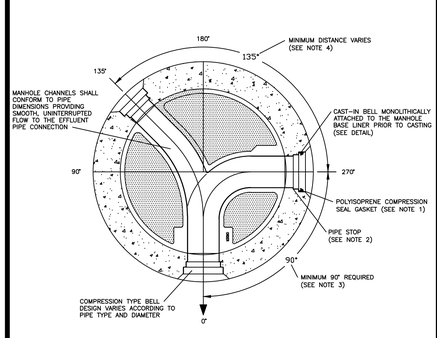


NOTES:

1. LINER WELDING SHALL BE PERFORMED EXCLUSIVELY BY LICENSED, CERTIFIED WELDERS.
2. SHOP DRAWINGS SHALL CALL OUT THE SIZE, TYPE AND POSITIONING OF THE APPROVED JOINT SEALANT.
3. PRIMER TO BE APPLIED BY THE PRECASTER (TONGUE SECTION ONLY).

MANHOLE BASE SECTION

32S



NOTES:

1. ONLY THE POLYISOPRENE GASKET PROVIDED BY THE MANHOLE BASE LINER MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
2. CONNECTION PIPES SHALL BE INSERTED COMPLETELY INTO THE BELL CONNECTOR FLUSH WITH THE PIPE STOP PROVIDING A SMOOTH TRANSITION FROM PIPE TO MANHOLE BASE LINER CHANNEL.
3. MINIMUM OF 90 DEGREES BETWEEN INCOMING, LEFT OR RIGHT OF OUTGOING PIPE. DISTANCE BETWEEN CONNECTIONS MAY VARY ACCORDING TO MANHOLE DIAMETER, PIPE SIZE AND TYPE.
4. MINIMUM DISTANCE BETWEEN INFLUENT PIPE CONNECTIONS MAY VARY AND SHALL BE SPECIFIED BY THE LINER MANUFACTURER ACCORDING TO MANHOLE AND/OR PIPE DIAMETER AND TYPE.

FLOW CHANNEL/PIPE CONNECTION TO NEW CAST-IN BASE LINER

33S

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WASTEWATER #4
STANDARD DETAILS

CONSULTANT:

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
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APPROVED BY: _____

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

WUD NO:

CONGRESS AVENUE
FORCE MAIN PROJECT

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
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WEST PALM BEACH, FL 33416
(561)493-6000

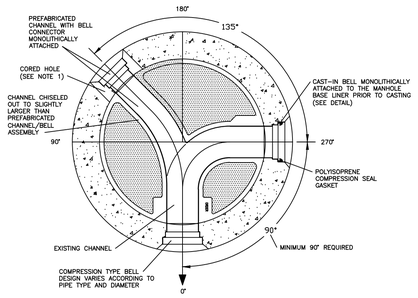
NO.	DATE	REVISION / REMARKS	BY
*	DEC. 2021	GENERAL REVISION	J.L.
*	JAN. 2023	GENERAL REVISION	J.L.

STD DETAILS

SHEET NUMBER
D-04

SEAL

STEPHEN R. FOWLER
FL PE NO: 69039
May 15, 2025

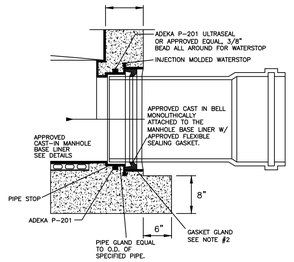


NOTES:

1. CORED OPENING AND CHANNEL DIAMETER PER CHANNEL/BELL MANUFACTURER REQUIREMENTS. SIZES SHALL BE SPECIFIED ON SHOP DRAWING.
2. ONLY AN APPROVED CHANNEL/BELL ASSEMBLY PROVIDED BY THE BASE LINER MANUFACTURER SHALL BE USED.
3. CHANNEL/BELL ASSEMBLY MUST BE COMPLETELY GROUTED IN PLACE USING AN APPROVED CEMENT.
4. UPON "SETTING" OF GROUT, THE NEW CHANNEL/BELL ASSEMBLY MUST BE JOINED TO THE EXISTING MANHOLE BASE LINER BY EITHER THERMO-PLASTIC WELDING OR FRP PATCH AS SPECIFIED BY BASE LINER MANUFACTURER.

FLOW CHANNEL/ PIPE CONNECTION TO EXISTING CAST-IN BASE LINER

34S



INSTALLATION:

1. CLEAN BELL REMOVING ANY EXCESS CONCRETE SLURRY OR DIRT INSIDE BELL.
2. INSTALL GASKET AS SHOWN.
3. LUBRICATE PIPE SPIGOT AND SLIDE INTO BELL AND GASKET UNTIL REACHING PIPE STOP.
4. CHECK FOR WATERTIGHT CONNECTION. (VACUUM TESTING OR OTHER APPROVED METHOD).

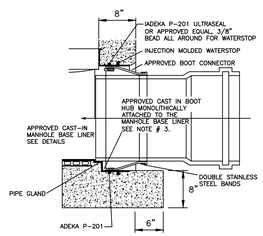
DO NOT LUBRICATE THE GASKET OR THE BELL

NOTES:

1. MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE TYPE OF MANHOLE/PIPE CONNECTION.
2. ONLY THE POLYISOPRENE GASKET SUPPLIED BY THE BELL MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
3. BOOT HUB VARIES ACCORDING TO GASKET MANUFACTURER'S SPECIFICATION FOR SPECIFIC PIPE SIZE AND TYPE.
4. MANHOLE SHOP DRAWINGS MUST IDENTIFY THE PIPE SIZE, TYPE, GASKET TYPE AND HOLE SIZE.

PIPE TO MANHOLE CONNECTION DETAIL TYPE "A" (GASKET)

35S



INSTALLATION:

1. CLEAN BOOT HUB REMOVING ANY EXCESS CONCRETE SLURRY OR DIRT INSIDE BELL.
2. INSTALL RUBBER BOOT CONNECTOR (PER MANUFACTURER'S INSTRUCTIONS). WEDGE STYLE EXPANDER BOLTS MUST BE ALIGNED WITH THE "TOP" OF BOOT HUB ACCESS NOTCH.
3. PRE-MITER PIPE END AS REQUIRED TO PREDETERMINED PIPE DEFLECTION ANGLE, MERELY "DE-BURR" PIPE END – DO NOT CHAMFER OR BEVEL PIPE END.
4. LUBRICATE SPIGOT; ORIENT PIPE MITER; SLIDE INTO RUBBER BOOT CONNECTOR; "HOME" PIPE TO BASE LINER CHANNEL END; DEFLECT PIPE AS REQUIRED. INSPECT MANHOLE BASE INTERIOR FOR CHANNEL/PIPE INVERT ALIGNMENT AND SEAL; TIGHTEN RUBBER BOOT CLAMP (PER MANUFACTURER'S INSTRUCTIONS).
1. CHECK FOR WATERTIGHT CONNECTION; (VACUUM TESTING OR OTHER APPROVED METHOD).

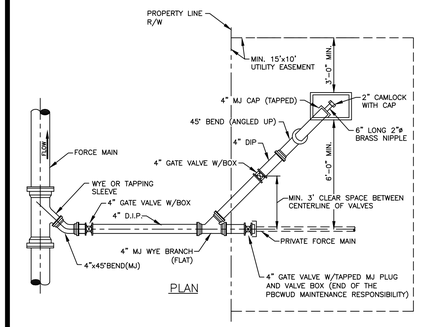
DO NOT LUBRICATE THE GASKET OR THE BELL

NOTES:

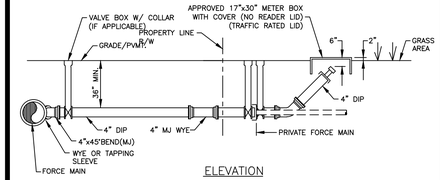
1. MANHOLE SHOP DRAWINGS SHALL IDENTIFY THE TYPE OF MANHOLE/PIPE CONNECTION.
2. ONLY THE POLYISOPRENE GASKET SUPPLIED BY THE BELL MANUFACTURER SHALL BE USED IN COMPRESSION TYPE BELLS.
3. BOOT HUB VARIES ACCORDING TO GASKET MANUFACTURER'S SPECIFICATION FOR SPECIFIC PIPE SIZE AND TYPE.
4. MANHOLE SHOP DRAWINGS MUST IDENTIFY THE PIPE SIZE, TYPE, GASKET TYPE AND HOLE SIZE.

PIPE TO MANHOLE CONNECTION TYPE "B" (BOOT)

36S



PLAN



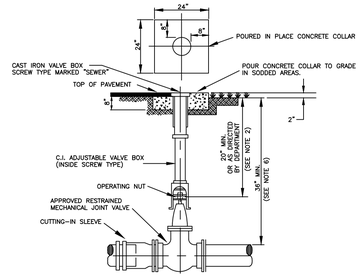
ELEVATION

NOTE:

1. THE FLUSHING CONNECTION SHALL BE LOCATED IN GRASS AREA.
2. ALL 4" PIPES SHALL BE RESTRAINED.

CONNECTION OF PRIVATE FORCE MAIN UNDER 4" IN DIAMETER

37S



NOTES:

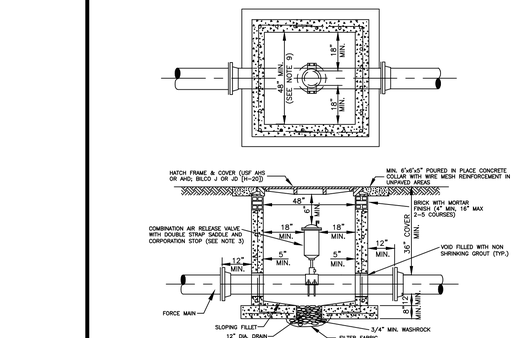
1. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION.
2. WHEN OPERATING NUT IS DEEPER THAN 36" A ONE PIECE EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 20"-30" BELOW FINISHED GRADE. EXTENSION BOLTS & NUTS ARE TO BE STAINLESS STEEL. A HIGH STRENGTH STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.
3. VALVE BOXES SHALL HAVE COVERS MARKED "SEWER".
4. EXTENSION VALVE BOX TO BE D.I.P. OR C-900 PVC DR 18 (COLOR: GREEN).
5. A CUT-IN INSTALLATION SHALL REQUIRE MEGALUGS OR EQUAL THROUGHOUT ASSEMBLY.
6. IN ORDER TO MAINTAIN ADEQUATE COVER OVER VALVE NUT, THE FOLLOWING MINIMUM COVERS OVER PIPE ARE REQUIRED:

GATE VALVE SIZE	MIN. COVER OVER PIPE
16"	48"
20"	54"
24"	60"
30"	72"
36"	84"

7. PIPE SHALL BE RESTRAINED ON BOTH SIDES OF THE VALVE AS REQUIRED.
8. VALVES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS WHENEVER POSSIBLE.

TYPICAL FORCE MAIN GATE VALVE SETTING AND CUT-IN DETAIL

38S



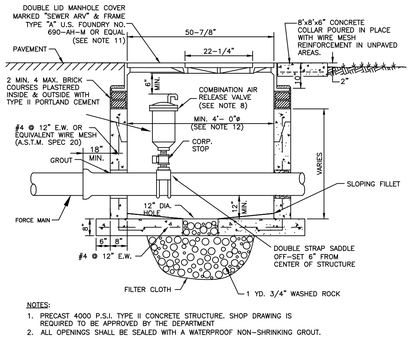
NOTES:

1. 4000 P.S.I. TYPE II CONCRETE
2. VAULT SHALL BE PRECAST WITH STEEL REINFORCING. SHOP DRAWING IS REQUIRED TO BE APPROVED BY THE DEPARTMENT PRIOR TO VAULT CONSTRUCTION AND/OR INSTALLATION.
3. COMBINATION AIR RELEASE VALVE (ARV) SHALL BE TYPE AND SIZE APPROPRIATE FOR SERVICE INTENDED. ALTHOUGH A 2" MINIMUM SIZED ARV IS REQUIRED ON FORCE MAIN INSTALLATIONS.
4. ALL OPENINGS SHALL BE SEALED WITH WATERPROOF NON-SHRINKING GROUT.
5. ALTERNATE VAULT AND COVER DESIGN MAY BE USED PROVIDED ALTERNATE VAULT AND/OR COVER SHOP DRAWINGS WERE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE VAULT AND/OR COVER BEING INSTALLED.
6. COAT INSIDE WITH AN APPROVED CORROSION BARRIER SYSTEM.
7. DUCTILE IRON PIPE IS REQUIRED THROUGH THE VAULT. NO PIPE JOINTS WITHIN THE VAULT.
8. THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
9. LARGER VAULTS WILL BE REQUIRED FOR PIPES LARGER THAN 12"

PIPE SIZE	MIN. VAULT SIZE
16"-24"	4'W x 5'L
30"-42"	4'W x 6'L

FORCE MAIN AIR RELEASE VALVE AND VAULT OUTSIDE OF R/W, NON-TRAFFIC AREAS

39S



NOTES:

1. PRECAST 4000 P.S.I. TYPE II CONCRETE STRUCTURE. SHOP DRAWING IS REQUIRED TO BE APPROVED BY THE DEPARTMENT
2. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF NON-SHRINKING GROUT.
3. LIFT HOLES ARE PERMITTED.
4. ALL PIPE HOLES SHALL BE PRECAST.
5. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH A.S.T.M. C-478 LATEST STANDARD.
6. COAT INSIDE WITH AN APPROVED PROTECTIVE CORROSION BARRIER SYSTEM.
7. CONCRETE COLLAR REQUIRED WHEN MANHOLE IS OUTSIDE OF PAVEMENT, SEE DETAIL.
8. COMBINATION AIR RELEASE VALVE (ARV) SHALL BE TYPE AND SIZE APPROPRIATE FOR SERVICE INTENDED. ALTHOUGH A 2" MINIMUM SIZED ARV IS REQUIRED ON FORCE MAIN INSTALLATIONS.
9. DUCTILE IRON PIPE IS REQUIRED THROUGH THE MANHOLE. NO PIPE JOINTS INSIDE THE MANHOLE.
10. THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
11. FORCE MAINS 12" AND SMALLER, AN ALTERNATIVE VAULT AND COVER DESIGN MAY BE USED PROVIDED ALTERNATE VAULT AND/OR COVER SHOP DRAWINGS WERE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO THE VAULT AND/OR COVER BEING INSTALLED.
12. LARGER MANHOLES WILL BE REQUIRED FOR PIPES LARGER THAN 12"

PIPE SIZE	MIN. MANHOLE DIAMETER
16"-24"	60"
30"-42"	72"

13. MANHOLES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS.

FORCE MAIN AIR RELEASE VALVE AND MANHOLE IN PAVED AREAS AND ROAD R/W

40S

MIN. LENGTH OF PIPE (FEET) TO BE RESTRAINED

(SOURCES: EBAA IRON RESTRAINT LENGTH CALCULATION PROGRAM FOR PVC PIPE, RELEASE 3.1, AND DIPRA THRUST RESTRAINT FOR DUCTILE IRON PIPE, RELEASE 3.2)

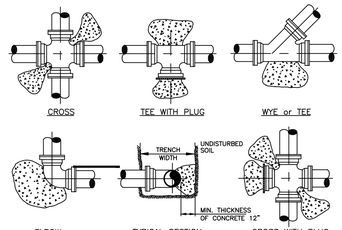
FITTING TYPE		PIPE SIZE 4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"
90° HORZ. BEND		14	20	25	30	35	45	54	62	73	84	93	101
45° HORZ. BEND		6	8	11	13	15	19	22	26	30	35	38	42
22.5° HORZ. BEND		3	4	5	6	7	9	11	12	15	17	18	20
11.25° HORZ. BEND		1	2	3	3	4	4	5	6	7	8	9	10
90° VERT. OFFSET	UPPER BEND	29	41	53	64	74	95	115	134	160	185	207	228
	LOWER BEND	7	10	13	16	19	25	30	35	42	49	56	62
45° VERT. OFFSET	UPPER BEND	12	19	24	29	34	39	48	56	66	77	86	94
	LOWER BEND	3	4	6	7	8	10	12	15	18	20	23	26
22.5° VERT. OFFSET	UPPER BEND	6	9	12	14	17	19	23	27	32	37	41	45
	LOWER BEND	1	2	4	4	4	5	6	7	8	10	11	12
11.25° VERT. OFFSET	UPPER BEND	3	4	6	7	8	9	11	13	16	18	20	22
	LOWER BEND	1	1	1	2	2	2	3	3	4	5	5	6
PLUG (DEAD END)		32	45	59	70	83	107	129	151	160	185	207	228
IN-LINE VALVE		32	45	45	45	45	55	65	80	85	95	105	115
TEE (BRANCH RESTRAINT)	4"x ø	23	–	–	–	–	–	–	–	–	–	–	–
	6"x ø	21	35	–	–	–	–	–	–	–	–	–	–
	8"x ø	18	34	47	–	–	–	–	–	–	–	–	–
	10"x ø	16	32	46	58	–	–	–	–	–	–	–	–
	12"x ø	13	30	44	57	69	–	–	–	–	–	–	–
	16"x ø	7	26	41	55	67	90	–	–	–	–	–	–
	20"x ø	1	21	38	52	65	88	109	–	–	–	–	–
	24"x ø	1	16	34	49	62	86	108	129	–	–	–	–
	30"x ø	1	8	28	44	58	83	106	127	154	–	–	–
	36"x ø	1	1	22	39	54	80	103	124	153	179	–	–
	42"x ø	1	1	15	33	49	77	100	122	151	177	201	–
	48"x ø	1	1	7	27	44	73	97	120	149	176	200	222
REDUCER (LARGER PIPE RESTRAINT)	6"x ø	23	–	–	–	–	–	–	–	–	–	–	–
	8"x ø	38	25	–	–	–	–	–	–	–	–	–	–
	10"x ø	57	43	24	–	–	–	–	–	–	–	–	–
	12"x ø	72	60	44	41	–	–	–	–	–	–	–	–
	16"x ø	99	90	78	75	45	–	–	–	–	–	–	–
	20"x ø	123	116	107	105	81	45	–	–	–	–	–	–
	24"x ø	146	140	132	131	111	82	45	–	–	–	–	–
	30"x ø	157	153	148	141	133	113	87	56	–	–	–	–
	36"x ø	182	179	175	169	163	147	126	101	56	–	–	–
	42"x ø	205	202	199	194	189	175	150	138	100	54	–	–
	48"x ø	226	224	221	217	213	201	187	169	138	98	53	–

NOTES:

1. THE DATA IN THE ABOVE TABLE ARE BASED UPON THE FOLLOWING INSTALLATION CONDITIONS:
   SOIL TYPE-SAND — TEST PRESSURE-150 PSI — DEPTH OF BURY-3'
   TRENCH TYPE-3 — SAFETY FACTOR-1.5 — VERTICAL OFFSET-3'
   MINIMUM LENGTH ALONG PIPE
2. THE RESTRAINED PIPE LENGTHS ARE FOR DUCTILE IRON AND PVC PIPE.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.
4. RESTRAINED PIPE LENGTHS APPLY TO PIPE ON BOTH SIDES OF VALVES AND FITTINGS.
5. MULTIPLY PIPE LENGTH BY 1.4 FOR POLYETHYLENE ENCASED PIPE.
6. RESTRAINED PIPE LENGTHS EQUAL TO AN "INLINE VALVE" CONDITION ARE REQUIRED AT EACH END OF A TRANSITION FROM HDPE PIPE TO OTHER PIPE MATERIALS.
7. DESIGN ENGINEER IS RESPONSIBLE FOR PROPER RESTRAINT PIPE LENGTH SIZING FOR THE PROJECT.

MECHANICAL THRUST RESTRAINT MINIMUM PIPE LENGTHS (FORCE MAINS)

41S



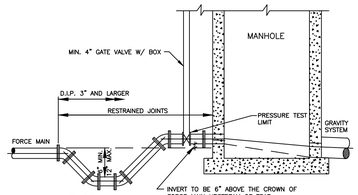
PIPE	THRUST BLOCK AREA REQ'D	REMARKS	NOTE: FOR OTHER FITTINGS USE THE FOLLOWING FACTORS:
4"	2.0 SQ. FT.	VALUES ARE FOR 90° BEND, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. FOR OTHER SOILS & PRESSURES THE AREA REQUIRED IS IN DIRECT PROPORTION	TEE 100%
6"	4.0 SQ. FT.		45° BEND 71%
8"	6.6 SQ. FT.		22 1/2° BEND 39%
10"	10.0 SQ. FT.		11 1/4° BEND 20%
12"	14.0 SQ. FT.		DEAD END 100%
14"	18.6 SQ. FT.		

NOTES:

1. CONCRETE THRUST BLOCKS OR THRUST COLLARS MAY BE UTILIZED ONLY IF NECESSARY FOR CONNECTIONS TO AN EXISTING PIPING SYSTEM, OTHERWISE MECHANICAL RESTRAINTS SHALL BE USED. KEEP "T" BOLTS CLEAR OF CONCRETE, WRAPPED IN VISQUEEN FOR FUTURE ACCESS, WITH A MINIMUM OF 1" THICKNESS BETWEEN THE FITTING AND SOIL.
2. BEFORE POURING CONCRETE, PLUGS SHALL BE WRAPPED WITH VISQUEEN AND A BOARD PLACED IN FRONT.
3. CONCRETE SHALL BE 2500 P.S.I. MINIMUM.
4. THE ENGINEER OF RECORD SHALL SUBMIT A THRUST BLOCK SIZE CALCULATION FOR TEE CONNECTIONS INTO UNRESTRAINED EXISTING MAINS LARGER THAN 14".
5. THE ENGINEER OF RECORD SHALL SUBMIT A PIPE RESTRAINT DESIGN FOR INLINE EXTENSIONS OF A EXISTING UNRESTRAINED MAIN IF MECHANICAL JOINT RESTRAINT CAN NOT BE INSTALLED ON THE EXISTING MAIN.

TYPICAL THRUST BLOCKS FOR PRESSURE PIPING

42S



NOTES:

1. FORCE MAIN TO ENTER MANHOLE AS CLOSE AS POSSIBLE TO 180° TO GRAVITY OUTLET.
2. THE INVERT LEVEL OF FORCE MAIN AT POINT OF ENTRY SHALL BE 6" ABOVE OUTFLOW INVERT OF MANHOLE.
3. CORE ENTRY ONLY INTO EXISTING MANHOLES.
4. TRAP TO BE LOCATED PRIOR TO DROP INTO MANHOLE AND OUTSIDE OF PAVED AREAS.
5. USE TWO 45° ELBOWS PAST TRAP IF ELEVATION DROP IS REQUIRED TO ENTER MANHOLE.
6. CAST-IN OR FIELD INSTALLED FLOW CHANNEL IS REQUIRED.
7. MANHOLE WALL TO BE COATED WITH AN APPROVED SOLID THERMOPLASTIC CAST-IN CORROSION BARRIER SYSTEM.
8. TRAP JOINTS TO BE RESTRAINED.

FORCE MAIN ENTERING MANHOLE

43S

WASTEWATER #5 STANDARD DETAILS

CONSULTANT:

HOLTZ CONSULTING ENGINEERS, INC.
HCE
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005 Cert. No. 26960

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DRAWN BY: M.B.
CHECKED BY: _____
APPROVED BY: _____

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

WUD NO:

CONGRESS AVENUE FORCE MAIN PROJECT

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)493-6000

NO.	DATE	REVISION / REMARKS	BY
1	JUNE 2019	GENERAL REVISION	J.L.
2	OCT 2021	GENERAL REVISION	J.L.
3	JAN 2023	GENERAL REVISION	J.L.

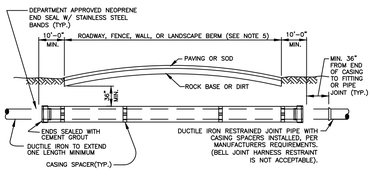
STD DETAILS

SHEET NUMBER D-05

SEAL

STEPHEN R. FOWLER
FL PE NO: 69039
May 15, 2025

Drawing: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\PBCWUD STD DTLS - WASTEWATER.dwg\WUD WW-5 - Last Modified: Thu, May 15, 2025 - 11:11am

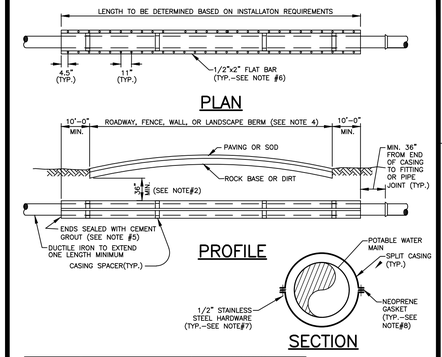


CARRIER PIPE SIZE	STEEL CASING INSIDE DIAMETER (MIN)	MINIMUM WALL THICKNESS (SEE NOTE 2)
4"	12"	.188
6"	14"	.250
8"	20"	.250
10"	20"	.250
12"	24"	.250
14"	24"	.250
16"	30"	.312
18"	30"	.312
20"	36"	.372
24"	42"	.500
30"	48"	.500
36"	54"	.625
42"	60"	.625
48"	72"	.625

NOTES:

1. A PROFILE DRAWING TO SCALE FOR EACH JACK AND BORE, DIRECTIONAL DRILL, OR DIRECT BURIED INSTALLATION IS REQUIRED TO BE APPROVED BY THE DEPARTMENT PRIOR TO INSTALLATION. IF A SPLIT CASING IS REQUIRED THEN SHOP DRAWINGS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY THE DEPARTMENT PRIOR TO CONSTRUCTION AND/OR INSTALLATION.
2. THICKER WALL CASINGS AND LARGER COVER OVER CASING MAY BE REQUIRED BY THE RIGHT-OF-WAY OWNER.
3. STEEL CASING SHALL BE COATED OUTSIDE WITH COAL TAR EPOXY (MIN. 16 MILS DFT) AND BE PAINTED WITH A 4" MINIMUM WIDE CONTINUOUS STRIPE, COLOR CODED TO MATCH THE PIPE INSIDE, ALONG THE TOP AXIS OF THE CASING.
4. PIPE IN CASING SHALL BE PULLED TO FULLY ENGAGE RESTRAINT.
5. STEEL CASING IS REQUIRED FOR ALL WASTEWATER MAIN INSTALLATIONS UTILIZING JACK AND BORE CONSTRUCTION AND WHEN MAINS ARE INSTALLED UNDER FENCES, WALLS, OR LANDSCAPE BERMS. WHEN THE CASING IS INSTALLED UNDER FENCES, WALLS, OR LANDSCAPE BERMS IT SHALL BE CENTERED ON THE PREVIOUS BARRIER AND IS REQUIRED TO EXTEND 10' MINIMUM PAST BARRIER ON EACH SIDE UNLESS OTHERWISE PREVIOUSLY APPROVED BY THE DEPARTMENT.

WASTEWATER MAIN CASING INSTALLATION ✳ 44SA

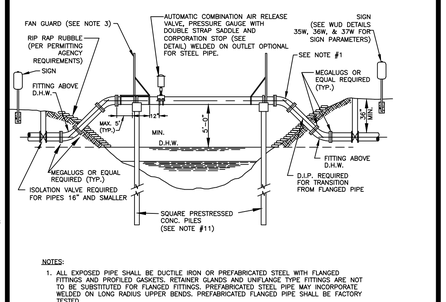


CARRIER PIPE SIZE	STEEL CASING INSIDE DIAMETER (MIN)	MINIMUM WALL THICKNESS (SEE NOTE 2)
4"	12"	.188
6"	14"	.250
8"	20"	.250
10"	20"	.250
12"	24"	.250

NOTES:*

1. A SHOP DRAWING TO SCALE FOR EACH SPLIT CASING INSTALLATION IS REQUIRED AND TO BE APPROVED BY THE DEPARTMENT PRIOR TO INSTALLATION.
2. THE RIGHT-OF-WAY OWNER MAY REQUIRE THICKER WALL CASING AND LARGER COVER OVER CASING.
3. STEEL CASING SHALL BE COATED OUTSIDE WITH COAL TAR EPOXY (MIN. 16 MILS DFT) AND BE PAINTED WITH A 4" MINIMUM CONTINUOUS STRIPE, ALASKA BLUE IN COLOR, ALONG THE TOP SIDE OF THE CASING.
4. SPLIT STEEL CASING IS REQUIRED ON ALL EXISTING POTABLE WATER INSTALLATIONS WHEN A NEW STORM DRAINAGE OR OTHER UTILITY PIPE IS INSTALLED AND CANNOT ACHIEVE THE PROPER VERTICAL SEPARATION PER WUD STANDARDS ALONG WITH WHEN A NEW FENCE, WALL OR LANDSCAPE BERM IS INSTALLED OVER AN EXISTING POTABLE WATER MAIN. WHEN A SPLIT CASING IS INSTALLED UNDER A FENCE, WALL, OR LANDSCAPE BERM SEE WUD STANDARD DETAIL 48W FOR INSTALLATION REQUIREMENTS.
5. NON-SHRINKABLE CEMENT GROUT TO BE INSTALLED TO OBTAIN WATERTIGHT SEAL AT EACH END OF CASING.*
6. FLAT BARS TO BE STITCH WELDED AT 4" LENGTHS TO EDGE OF CASING ON EACH SIDE.
7. CASING TO BE ASSEMBLED IN FIELD WITH 1/2" STAINLESS STEEL BOLTS, WASHERS, AND NUTS ON EACH SIDE.
8. 1/4" NEOPRENE GASKET MATERIAL EXTENDING PAST CASING JOINT FOR POSITIVE SEAL ON EACH SIDE.

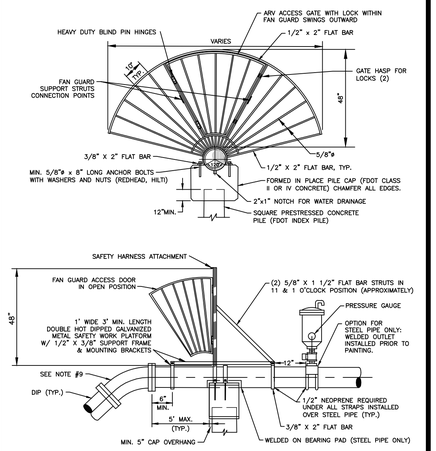
WASTEWATER MAIN SPLIT CASING INSTALLATION ✳ 44SB



NOTES:

1. ALL EXPOSED PIPE SHALL BE DUCTILE IRON OR PREFABRICATED STEEL WITH FLANGED FITTINGS AND PROFILED GASKETS. RETAINER GLANDS AND UNIFLANGE TYPE FITTINGS ARE NOT TO BE SUBSTITUTED FOR FLANGED FITTINGS. PREFABRICATED STEEL PIPE MAY INCORPORATE WELDED ON LONG RADIUS UPPER BENDS. PREFABRICATED FLANGED PIPE SHALL BE FACTORY TESTED.
2. SPAN LENGTHS AS REQUIRED BY PERMITTING AGENCY
3. FAN GUARDS ARE REQUIRED, SEE FAN GUARD/PILE CAP DESIGN DETAILS, FOR ADDITIONAL REQUIREMENTS. ACCESS PLATFORM AND GATE REQUIRED ON ARV SIDE ONLY.
4A. ALL EXPOSED PIPING SHALL BE PAINTED AS SPECIFIED IN THE APPROVED MATERIAL LIST.
4B. ALL HARDWARE SHALL BE PAINTED WITH COAL-TAR EPOXY.
5. PIPE SHALL BE CRADLED ON ¾" THICK NEOPRENE. (DUROMETER GRADE 50) CURRENT FDOT STANDARDS APPLY. NEOPRENE IS REQUIRED AT ALL STRAPS INSTALLED OVER STEEL PIPE. NEOPRENE SHALL EXTEND 1" BEYOND THE EDGES OF CRADLE AND STRAPS.
6. TIE-DOWN STRAPS MUST PROPERLY FIT AND SECURE PIPE IN CRADLE.
7. PIPE CRADLE IN CAP SHALL CONTACT ⅓ CIRCUMFERENCE OF PIPE. (SEE FAN GUARD DETAIL)
8. SHOW EXISTING CANAL CROSS SECTION, ULTIMATE CANAL SECTION, AND RELEVANT ELEVATIONS AND DISTANCES ON A TO SCALE DETAIL DRAWING.
9. PILE LIFT CABLE SHALL BE REMOVED BELOW SURFACE; HOLE SHALL BE FILLED WITH EPOXY CEMENT.
10. THREADED AREAS OF BRASS FITTINGS SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
11. THE PILES AND CAP DESIGN SHALL BE SHOWN ON TO SCALE SIGNED AND SEALED DETAIL DRAWINGS. MIN. 12"x12" TYPE 1A FLORIDA DOT INDEX PILES ARE REQUIRED. PILE PENETRATION BELOW CANAL BOTTOM SHALL BE 15' MINIMUM. MINIMUM LOAD CAPACITY OF 20 TONS PER PILE IS REQUIRED (FDOT STANDARDS APPLY). SIGNED AND SEALED SHOP DRAWINGS ARE REQUIRED.
12. PREFABRICATED STEEL PIPE SHAL HAVE WELDED ON BEARING PADS EXTENDING MIN. 1" BEYOND PIPE CRADLE. THE PADS SHALL BE INSTALLED BY STEEL PIPE MANUFACTURER PRIOR TO PAINTING.
13. FORCE MAIN CROSSINGS OVER BODIES OF WATER MAY BE SUBJECT TO A D.E.P. "NOTICED GENERAL ENVIRONMENTAL RESOURCE PERMIT" (NGP)

TYPICAL FORCE MAIN AERIAL CANAL CROSSING – SINGLE PIPE (SINGLE PILES) ✳ 45S



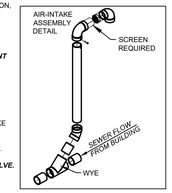
NOTES:

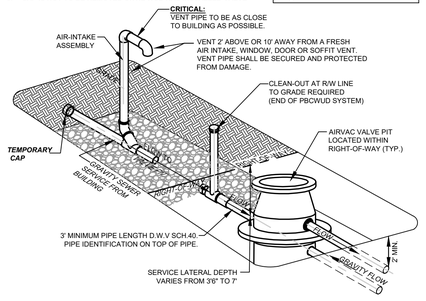
1. FAN GUARDS SHALL BE PLACED AT EACH END OF CANAL CROSSING.
2. HARDWARE SHALL BE PAINTED WITH COAL TAR EPOXY.
3. FANGUARD WITH HARDWARE SHALL BE FABRICATED FROM DOUBLE HOT DIPPED GALVANIZED STEEL.
4. SHOP DRAWINGS FOR FANGUARDS, CAPS, AND PILES MUST BE SUBMITTED TO PBCWUD FOR REVIEW AND APPROVAL PRIOR TO PRE-CONSTRUCTION MEETING.
5. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. MIN. 2" CONCRETE COVER OVER ALL STEEL.
6. SEE "TYPICAL CANAL CROSSING DETAIL" FOR ADDITIONAL REQUIREMENTS.
7. NO WELDING OF REBAR TO REBAR OR REBAR TO PILE STRANDS SHALL BE ALLOWED.
8. DESIGN DRAWINGS ARE REQUIRED.
9. LONG RADIUS WELDED ON UPPER BENDS ARE ACCEPTABLE FOR STEEL PIPE.
10. IF A PILE/CAP STEEL CONNECTION IS REQUIRED BY DESIGNING ENGINEER, MIN. (4) #8 REINFORCEMENT BARS SHALL BE DRILLED AND DOWLED (EPOXIED) MIN. 16" DEEP INTO THE PILE AND TIED WITH THE CAP STEEL.
11. ACCESS PLATFORM AND GATE REQUIRED ON ARV SIDE ONLY.

FAN GUARD/ PILE CAP DESIGN – SINGLE PIPE (SINGLE PILES) ✳ 46S

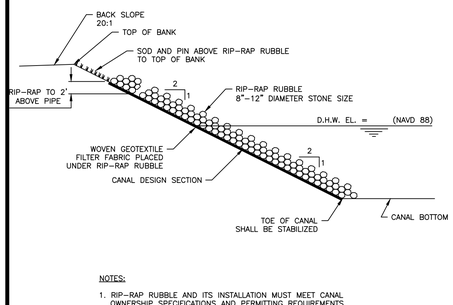
NOTES:

1. APPROVED PLUMBING PLAN MUST BE ON JOB SITE FOR INSPECTION, IF NOT, INSTALLATION WILL BE REJECTED.
2. PLUMBING SHALL CONFORM TO ALL PALM BEACH COUNTY AND OTHER APPLICABLE CODES.
3. ***TEMPORARY CAP IN PLACE (NO SEWAGE). UPSTREAM OF THE VENT PIPE TO BE IN PLACE UNTIL WUD INSPECT AND INSTALL VALVE***
4. EXISTING SEPTIC TANK TO BE ABANDONED IN ACCORDANCE WITH LOCAL HEALTH DEPT. SPECIFICATIONS.
5. AIR INTAKE ASSEMBLY IS REQUIRED.
6. AIR VAC VALVE WILL BE INSTALLED BY UTILITY **AFTER** 4" AIR-INTAKE ASSEMBLY IS IN PLACE.
7. 6. SEWER CONNECTION FEES TO BE PAID PRIOR TO CONNECTION.
8. ***TEMPORARY CAP IN PLACE UNTIL WUD INSPECT AND INSTALL VALVE.***
9. ***CAP IS NOT TO BE REMOVED UNTIL WUD HAS INSTALLED VALVE***





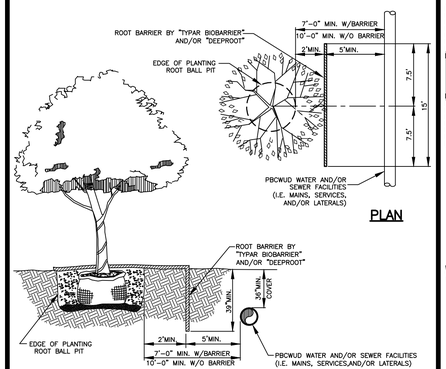
TYPICAL WASTEWATER SERVICE INSTALLATION FOR VACUUM SEWER ✳ 87S



NOTES:

1. RIP-RAP RUBBLE AND ITS INSTALLATION MUST MEET CANAL OWNERSHIP SPECIFICATIONS AND PERMITTING REQUIREMENTS.
2. DUMP RUBBLE IN PLACE FORMING A COMPACT LAYER CONFORMING TO THE CANAL DESIGN SECTION SLOPE. ENSURE THAT RUBBLE DOES NOT SEGREGATE SO THAT SMALLER PIECES EVENLY FILL THE VOIDS BETWEEN LAGER PIECES.
3. AN ALTERNATIVE DESIGN WILL BE CONSIDERED AND MUST RECEIVE PRIOR APPROVAL FROM THE CANAL PROPERTY OWNER.

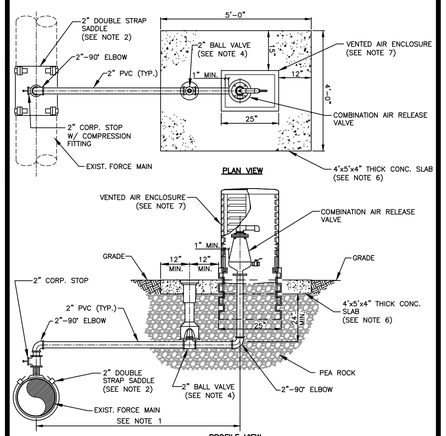
RIP-RAP RUBBLE DETAIL (N.T.S.) ✳ 88S



NOTES:

1. TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOWN HEREON.
2. TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE CAN BE INSTALLED WITH A ROOT BARRIER SYSTEM. HOWEVER, IN NO CASE SHALL A TREE ENCROACH INTO A PBCUE WITHOUT PRIOR DEPARTMENT APPROVAL.

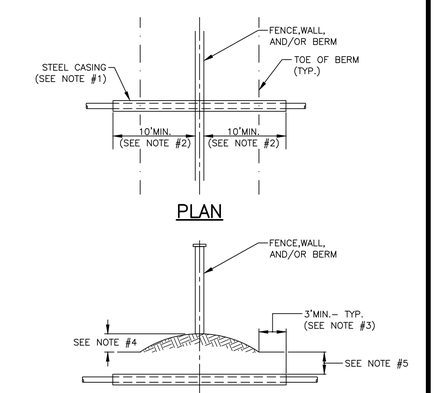
LANDSCAPE AND ROOT BARRIER DETAIL ✳ 89S



NOTES:

1. OFF-SET DISTANCE VARIES ON LOCATION OF FORCE MAIN TO ARV ENCLOSURE. IN NO CASE SHALL THE OFF-SET DISTANCE EXCEED 10' UNLESS OTHERWISE APPROVED BY THE DEPARTMENT PRIOR TO INSTALLATION.
2. 2" DOUBLE STRAP SADDLE TO BE INSTALLED PERPENDICULAR TO FORCE MAIN IN THE DIRECTION OF TOP.
3. ALL PVC PIPING AND FITTINGS TO BE SCHEDULE 80.
4. 2" BALL VALVE AND CORPORATION STOP SHALL BE BRASS WITH COMPRESSION FITTINGS ON EACH END.
5. ALL FITTINGS AND VALVES SHALL BE COMPRESSION TYPE.
6. CONCRETE PAD FOR WATER METER ASSEMBLY SHALL BE 4" THICK WITH WIRE MESH (4"x4") CONCRETE PAD IS REQUIRED TO BE BROOM FINISHED.
7. VENTED ENCLOSURE SHALL BE CHANNELL COMPANY #SPH1420, SEE APPROVED MATERIALS AND EQUIPMENT LIST. ENCLOSURE SHALL BE CAPABLE OF ALLOWING THE SAME AMOUNT OF AIR FLOW AS THE ARV.
8. THIS FORCE MAIN OFF-SET ARV REQUIRES PREVIOUS DEPARTMENT APPROVAL PRIOR TO INSTALLATION.

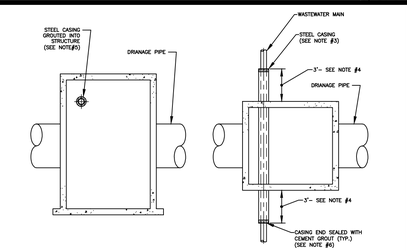
FORCE MAIN AIR RELEASE VALVE W/ VENTED AIR ENCLOSURE ✳ 90S



NOTES:

1. STEEL CASING PER WUD STANDARD DETAIL 44S (SOLID CASING) OR WUD STANDARD DETAIL 44AS (SPLIT CASING) AS APPLICABLE.
2. STEEL CASING SHALL EXTEND TEN (10) FEET MINIMUM PAST FENCE OR WALL. FIVE (5) FEET MINIMUM MAY BE ACCEPTABLE ON A CASE-BY-CASE BASIS DUE TO SITE CONDITIONS AND ONLY WITH PRIOR DEPARTMENT APPROVAL.
3. STEEL CASING SHALL EXTEND THREE (3) FEET MINIMUM PAST THE TOE OF THE BERM. IF BERM CASING IS ASSOCIATED WITH A WALL OR FENCE INSTALLATION OF THE CASING SHALL EXTEND THREE (3) FEET MINIMUM PAST THE TOE OF THE BERM OR TEN (10) FEET MINIMUM PAST THE WALL OR FENCE WHICH EVER IS GREATER.
4. STEEL CASING INSTALLATION REQUIRED WHEN A BERM IS TWO (2) FEET OR HIGHER ABOVE SURROUNDING GRADE.
5. TOP OF STEEL CASING SHALL BE THREE (3) FEET MINIMUM BELOW THE TOE OF THE BERM OR BASE OF WALL OR FENCE ELEVATION WHICHEVER IS LOWER.

WASTEWATER MAIN CROSSING FENCE, WALL, OR BERM CASING DETAIL ✳ 91S



WUD MAIN SIZE	DIAMETER OF STEEL CASING SIZE	OPENING SIZE FOR SOLID CASING	OPENING SIZE FOR SPLIT CASING
6"	14"	18"	20"
8"	20"	24"	28"
10"	20"	24"	28"
12"	24"	28"	30"

NOTES:

1. THE CONFLICT STRUCTURE IS TO BE DESIGNED PER CURRENT FDOT UTILITY CONFLICT THRU DRAINAGE STRUCTURE STANDARDS.
2. A SHOP DRAWING TO SCALE FOR EACH CONFLICT STRUCTURE INSTALLATION IS REQUIRED TO BE APPROVED BY THE DEPARTMENT PRIOR TO INSTALLATION.
3. STEEL CASING PER WUD STANDARD DETAIL 44S (SOLID CASING) OR WUD STANDARD DETAIL 44AS (SPLIT CASING) FOR EXISTING WASTEWATER MAIN ONLY.
4. STEEL CASING SHALL EXTEND THREE (3) FEET PAST EACH SIDE OF STRUCTURE. CASING CAN EXTEND FURTHER PAST THE STRUCTURE WHEN EXISTING CONDITIONS WARRANT AND ONLY PRIOR TO DEPARTMENT APPROVAL.
5. STEEL CASING SHALL BE GROUTED IN PLACE WITH NON-SHRINKABLE CEMENT GROUT TO PROVIDE A WATERTIGHT SEAL TO PREVENT ANY LEAKAGE INTO THE STRUCTURE.
6. NON-SHRINKABLE CEMENT GROUT TO BE INSTALLED AT EACH END OF CASING TO OBTAIN WATERTIGHT SEAL.
7. 16" AND LARGER WASTEWATER MAINS REQUIRING A CONFLICT STRUCTURE WILL BE CONSIDERED BY THE DEPARTMENT ONLY WHEN EXTREME CIRCUMSTANCES EXIST WHEN THE MAIN CANNOT BE DEFLECTED AROUND THE DRAINAGE PIPE.

WASTEWATER MAIN CONFLICT STRUCTURE DETAIL ✳ 92S

WASTEWATER #6 STANDARD DETAILS

CONSULTANT:
HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005 Cert. No. 26960

IT'S THE LAW ! CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC. UTILITIES NOTIFICATION CENTER

DESIGNED BY: _____
DRAWN BY: M.B.
CHECKED BY: _____
APPROVED BY: _____

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

WUD NO:

CONGRESS AVENUE FORCE MAIN PROJECT

PALM BEACH COUNTY FLORIDA

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)495-6000

NO.	DATE	REVISION / REMARKS	BY
1	JUNE 2019	GENERAL REVISION	J.L.
2	OCT 2021	GENERAL REVISION	J.L.
3	JAN 2023	GENERAL REVISION	J.L.

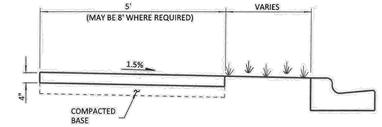
STD DETAILS

SHEET NUMBER
D–06

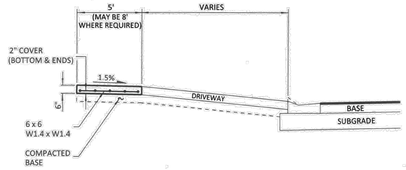
SEAL

STEPHEN R. FOWLER
FL PE NO: 69039
May 15, 2025

Drawing: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM'2 - Design\Drawings\PBCWUD STD DTLS - WASTEWATER.dwg\WUD WW-6 - Last Modified: Thu, May 15, 2025 - 11:09am



STANDARD SECTION



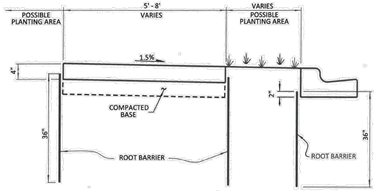
DRIVEWAYS (RESIDENTIAL AND NON-RESIDENTIAL AREAS)

NOTES:

1. SIDEWALKS TO BE PORTLAND CEMENT CONCRETE, MIN. 2500 P.S.I. @ 28 DAYS.
2. BASE TO BE A MINIMUM 4 INCHES OF CLEAN SAND OR SANDY LOAM, FULLY COMPACTED, FULL WIDTH.
3. SIDEWALKS TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE.
4. MAXIMUM LONGITUDINAL SLOPE IS 1.0%
5. SIDEWALK THICKNESS TO BE 6 INCHES MINIMUM IN ALL AREAS SUBJECT TO VEHICULAR TRAFFIC.

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/400.1A

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				PATHWAY: CONCRETE SIDEWALK	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		400.1
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	
				COUNTY ENGINEER OR DESIGNEE 2/9/18	



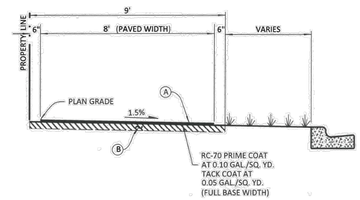
STANDARD SECTION

NOTES:

1. ROOT BARRIER IS REQUIRED FOR LOCATIONS WHERE TREE(S) AND/OR ASSOCIATED ROOTS ARE LOCATED WITHIN 10 FT. OF A REQUIRED IMPROVEMENT*.
2. ROOT BARRIER MATERIAL SHALL BE HDPE OR AS OTHERWISE APPROVED BY THE COUNTY ENGINEER.
3. ROOT BARRIER INSTALLED 15 FT. ON CENTER OF TREE(S) AND/OR ROOTS.

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/400.1B

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				PATHWAY WITH ROOT BARRIER	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		400.2
K.L.	10/03/2017	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	
				COUNTY ENGINEER OR DESIGNEE 2/9/18	



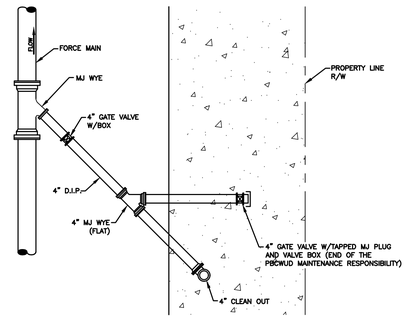
NOTE:
MAXIMUM LONGITUDINAL SLOPE IS 1.0%

(A) WEARING SURFACE: 1 INCH TYPE S-3, OR 1½ INCH TYPE S-1 OR TYPE II A.C. CONCRETE.

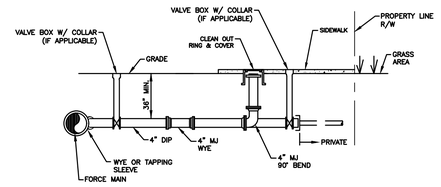
(B) BASE: 4 INCHES COMPACTED SHELLROCK.

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/400.2A

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				PATHWAY: ASPHALT SIDEWALK	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		400.3
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	
				COUNTY ENGINEER OR DESIGNEE 2/9/18	



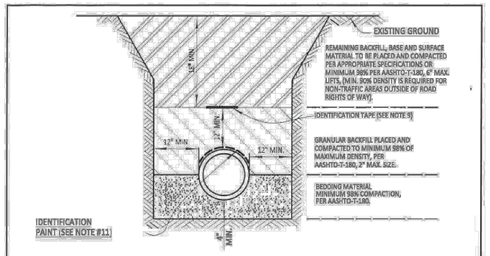
PLAN



ELEVATION

NOTE:
1. SEE PLAN VIEW FOR FITTING AND VALVE LOCATIONS.
2. THE FLUSHING CONNECTION SHALL BE LOCATED IN SIDEWALK.
3. ALL 4" PIPES SHALL BE RESTRAINED.

FLUSHING PORT WITH SERVICE CONNECTION DETAIL
NOT TO SCALE



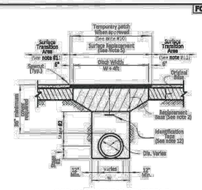
NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS SHALL BE TAKEN IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM, (MINIMUM 1 SET) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
6. THE PERMITTEE/DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAIL FOR PAVED AREAS (OPEN CUT FOR THOROUGHFARE AND NON-THOROUGHFARE ROADS).
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 18" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED PIPE INSTALLATION CLOSER THAN 10 FEET FROM AN EXISTING TREE. SEE SEPARATE DETAIL FOR ROOT BARRIER.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED.

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT STANDARDS/1.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				TYPICAL TRENCH DETAIL (NON-PAVED AREAS)	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		1
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	
				COUNTY ENGINEER OR DESIGNEE 4/12/18	

FORM 3605.1



CONSTRUCTION PROCEDURES

THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 8" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:
THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:
THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.

REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

NOTES

1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL OVER DITCH SHALL BE 5/8" LIMEROCK (LBR100) MINIMUM FOR THOROUGHFARE PLAN ROADS. ANY ALTERNATE BASE MATERIAL REQUESTED BY THE ENGINEER OF RECORD REQUIRES APPROVAL BY THE ROADWAY PRODUCTION DIVISION.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL (PER ROADWAY PRODUCTION DESIGN STANDARDS) SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY. (MINIMUM 98% AASHTO - T-180).
5) 1" FRICTION COURSE FC-9.5 OVER 1-1/2" TYPE SP STRUCTURAL COURSE (TRAFFIC LEVEL C) WITH TACK COAT AT 0.05 GAL/SY AND RC-70 PRIME COAT AT 0.10 GAL/SY FOR LIMEROCK BASE. FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES OF PRIME AND TACK COATS. CONTRACTOR TO SUBMIT MATERIALS AND RATES TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK
6) PIPE SHALL BE PLACED IN A DRY TRENCH.
7) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY FPIMI EL-O-3605.
8) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
9) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
10) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.5" SP 12.5 STRUCTURAL COURSE ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE COUNTY RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
11) FOR THE FINAL RESTORATION (INCLUDES THE PATCHED/SURFACE REPLACEMENT AREA OVER THE TRENCH), THE ROAD SHALL BE MILLED AND RESURFACED WITH 1-1/2" (ONE AND A HALF INCH) OF SP-12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) WITH TACK COAT AT 0.05 GAL/SY AND RC-70 PRIME COAT AT 0.10 GAL/SY. FOR A FULL LANE WIDTH ENCROACHED BY THE TRENCH INCLUDING A TRANSITION AREA OF 25 FT. EACH SIDE MEASURED FROM TOP OF TRENCH.
12) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
13) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT STANDARDS/2.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				OPEN CUT DETAIL FOR THOROUGHFARE ROADS (PAVED AREAS)	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		2
K.L.	05/25/93	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	
				COUNTY ENGINEER OR DESIGNEE 4/12/18	

FORM 3606.1

OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)



CONSTRUCTION PROCEDURES

THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 8" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:
THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:
THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.

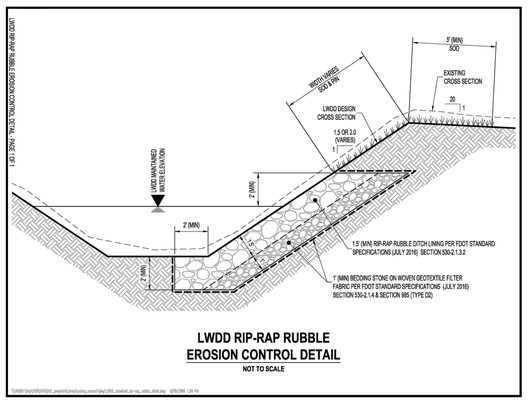
REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

NOTES

1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL (PER LAND DEVELOPMENT DESIGN STANDARDS) OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE AND MATCH THE TYPE OF MATERIAL OF THE ORIGINAL BASE OR 12" MINIMUM, WHICHEVER IS GREATER.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY (MINIMUM 98% AASHTO - T-180)
5) SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE OR 1-1/2" SP 12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ. YD. FOR LIMEROCK BASE AND TACK COAT AT 0.05 GAL/SQ. YD. FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES OF PRIME AND TACK COATS. CONTRACTOR TO SUBMIT MATERIALS AND RATES TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK
6) PIPE SHALL BE PLACED IN A DRY TRENCH.
7) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY FPIMI EL-O-3605.
8) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
9) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
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13) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT DESIGN STANDARDS/3.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		3
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: EFFECTIVE:	
				COUNTY ENGINEER OR DESIGNEE 4/12/18	



LWDD RIP-RAP RUBBLE EROSION CONTROL DETAIL
NOT TO SCALE

REV	DATE	REVISIONS	BY

VERIFY SCALE
BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING
0 ■ 1
ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

Date: 5/15/25
Scale: AS NOTED
Design By: PV
Drawn By: PV
Check By: SF

VILLAGE OF PALM SPRINGS
CONGRESS AVENUE
FORCE MAIN PROJECT

DETAILS

HOLTZ CONSULTING ENGINEERS, INC.
270 SOUTH CENTRAL BLVD., SUITE 207
JUPITER, FLORIDA 33458
PH. (561) 575-2005 Cert. No. 26960

STEPHEN R. FOWLER, PE
License No: 69039

D-07

Drawing Name: F:\PROJECTS\Palm Springs\112_2402 - WA15 - Congress Ave FM\2 - Design\Drawings\DETAILS.dwg Layout Name: D-07 - Plotted by: Russell Ryan - Date: 5/15/2025 - 11:08 AM - Holtz Consulting Engineers

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Public Works

ITEM #6: Resolution No. 2025-57 Agreements with Multiple Vendors for the Prequalification of Contractors for Public Works Minor Construction Services

SUMMARY: The Village's Public Works Department is actively engaged in the maintenance, repair, and renovation of Village facilities, parks, and right-of-ways. As part of this responsibility, ensuring timely, competent, and experienced contractors to assist the Department in constructing projects and maintaining the Village's assets is critical. The Village advertised the Prequalification of Contractors for Public Works Minor Construction Services on July 29, 2025, and on August 19, 2025, received a total of 11 bid responses. A Selection Committee reviewed the proposals and, on September 10, 2025, met to discuss and rank the firms.

A total of five (5) contractors were selected and ranked as follows:

1. JFB Construction and Development, Inc.
2. Waypoint Contracting, Inc.
3. RMJ Maintenance Corp.
4. Mueller Construction Company
5. Creative Contracting Group

Staff is recommending the award of agreements to all five firms to provide a qualified pool of contractors to perform Public Works-related projects under $200,000 in value.

FISCAL IMPACT:
The Prequalification of Contractors for Public Works Minor Construction Services will be funded from the following accounts: Right of Way work: Account #01441-55300, Buildings: 01441-56200 in an amount not to exceed $200,000 per issued Task Order. Each Task Order that exceeds the Village Manager's approval threshold per Procurement Code will be taken to council for approval.

ATTACHMENTS:
1. Resolution No. 2025-57 Minor Construction Vendors
2. RFP 2025R-004 - Notice of Intent
3. RFP 2025R-004 - Tabulated Proposal Scores
4. Contract for Minor Construction with Prequalified Contracts PW - JFB
5. Contract for Minor Construction with Prequalified Contracts PW - Creative Contracting Group
6. Contract for Minor Construction with Prequalified Contracts PW - Mueller
7. Contract for Minor Construction with Prequalified Contracts PW - Waypoint
8. Contract for Minor Construction with Prequalified Contracts PW - RMJ.

RESOLUTION 2025-57

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE AWARD AND EXECUTION OF CONTRACTS WITH FIVE (5) CONTRACTORS TO BE PREQUALIFIED FOR PUBLIC WORKS MINOR CONSTRUCTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village issued the Request for Proposals for the Prequalification of Contractors for Public Works Minor Construction Services (RFP 2025R-004) ("RFP") to prequalify contractors for minor construction projects and create efficiency in the selection process for such projects; and

WHEREAS, the Village advertised the RFP on the Palm Beach County Legal Notices website on August 19, 2025; and

WHEREAS, the Village's Selection Committee received eleven (11) proposals in response to the RFP and recommended moving forward with five (5) contractors; and

WHEREAS, Village staff has prepared a Contract for Minor Construction Services Not to Exceed $200,000 for each of the five (5) contractors, which contract is substantially similar to the sample contract attached as **Exhibit "A"**; and,

WHEREAS, the Village Council finds entering a Contract for Minor Construction Services Not to Exceed $200,000 with each of the selected five (5) contractors serves a valid public purpose.

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

Section 1: The foregoing recitals are incorporated into this Resolution as true and correct findings of the Village Council.

Section 2: The Village Council approves the award of the RFP and the execution of a contract by the Mayor or designee with each of the following five (5) contractors consistent with the RFP and the contract attached as Exhibit "A":

- JFB Construction and Development, Inc.
- Waypoint Contracting, Inc.
- RMJ Maintenance Corp.
- Mueller Construction Company
- Creative Contracting Group

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

Council Member_____offered the foregoing Resolution. Council Member_____seconded the motion, and upon being put to the vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR			
KIM SCHMITZ, VICE MAYOR			
GARY READY, MAYOR PRO TEM			
JOHNNIE TIECHE, COUNCIL MEMBER			
PATTI WALLER, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 25th day of September 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

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

NOTICE OF INTENT TO AWARD

RFP Number:	2025R-004
Project Name:	Prequalification of Contractors for Public Works Minor Construction Services
Opening Date & Time:	August 19, 2025, 2:00 PM
Notice of Intent Posting Date:	September 11, 2025
Project Manager:	Timothy Crespo, Assistant Public Works Director
Notice of Intent Posting Locations:	Euna OpenBids (demandstar.com) Village Hall Lobby ▪ 226 Cypress Lane ▪ Palm Springs, FL 33461

Here is a notice of the Village's intent to award RFP No. 2025R-004 to the top five ranking contractors:

- JFB Construction & Development Inc
- Waypoint Contracting, Inc
- RMJ Maintenance Corp
- Mueller Construction Company
- Creative Contracting Group

Under the Village's Purchasing Code, Section 58-6, a bidder who wishes to protest the proposed award must submit the bid protest in writing to the Village Clerk at kwynn@vpsfl.org, within three (3) business days following the posting date of this Notice of Intent to Award **(Tuesday, September 16,2025)**. All protests shall be in writing and shall identify the protestor and the solicitation; and shall include a factual summary of the basis of protest. Please refer to the Village's Code of Ordinances for information (Section 58-6. Purchasing Protests).

Attached is the scoring tabulation for your review. The necessary documents were provided and found to comply with the requirements of the bidding phase of this project.

If you have any questions or require additional information about this recommendation of award or the project in general, please do not hesitate to contact me via phone (561) 584-8200 (ext. 8434) Monday through Friday from 8:30 AM – 4:30 PM, or email at procurement@vpsfl.org.

Regards,
Sylvia Ward

Attached: Bid Tabulation

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

September 10, 2025, AT 10:30 AM

	Tim Crespo (Chairperson)	Andrew Klausner (Voting Member)	Peter Ringle (Voting Member)	Michael Wood (Alternate)	Total Weighted Scores
JFB Construction & Development Inc	9.45	9.05	4.95		**23.45**
Waypoint Contracting, Inc	9.35	9.00	4.95		**23.30**
RMJ Maintenace Corp	7.80	8.95	4.65		**21.40**
Mueller Construction Company	9.20	8.10	3.95		**21.25**
Creative Contracting Group	7.75	8.15	4.95		**20.85**
Headway Construction LLC	7.50	6.70	4.00		**18.20**
Platinum General Contracting	5.85	8.10	4.00		**17.95**
Mario's Painting and Service	7.50	5.10	4.95		**17.55**
TCLM Enterprises, Inc	6.15	6.85	2.00		**15.00**
Special Developments LLC	0.40	8.50	4.60		**13.50**
MBCS Company LLC	3.00	5.10	4.65		**12.75**

Proposal Scoring Sheet

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

Evaluator: Timothy Crespo

Evaluation Categories	Weight	Creative Contracting Group		Headway Construction LLC		JFB Construction & Development Inc		Mario's Painting and Service		MBCS Company LLC		Mueller Construction Company		Platinum General Contracting		RMJ Maintenace Corp		Special Developments LLC		TCLM Enterprises, Inc		Waypoint Contracting, Inc	
Total Maximum Score for each category is 10		**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Proposers Qaulifications, Qualifications of Project Manager/Team/Individual (key contract members), and Availability of Specialty Resources	**45%**	7	3.15	8	3.60	10	4.50	8	3.60	3	1.35	10	4.50	5	2.25	7	3.15	0	-	7	3.15	10	4.50
Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work.	**35%**	9	3.15	8	2.80	9	3.15	7	2.45	2	0.70	9	3.15	6	2.10	9	3.15	0	-	6	2.10	9	3.15
References of past experience to proivde services as required by the RFP including all references.	**15%**	8	1.20	6	0.90	9	1.35	9	1.35	3	0.45	10	1.50	8	1.20	9	1.35	0	-	6	0.90	9	1.35
Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluation, but shall not be the sole determining factor).	**5%**	5	0.25	4	0.20	9	0.45	2	0.10	10	0.50	1	0.05	6	0.30	3	0.15	8	0.40	0	-	7	0.35
	100%	29	**7.75**	26	**7.50**	37	**9.45**	26	**7.50**	18	**3.00**	30	**9.20**	25	**5.85**	28	**7.80**	8	**0.40**	19	**6.15**	35	**9.35**

Proposal Scoring Sheet

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

Evaluator: Andrew Klausner

Evaluation Categories	Weight	Creative Contracting Group		Headway Construction LLC		JFB Construction & Development Inc		Mario's Painting and Service		MBCS Company LLC		Mueller Construction Company		Platinum General Contracting		RMJ Maintenace Corp		Special Developments LLC		TCLM Enterprises, Inc		Waypoint Contracting, Inc	
Total Maximum Score for each category is 10		**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Proposers Qaulifications, Qualifications of Project Manager/Team/Individual (key contract members), and Availability of Specialty Resources	**45%**	8	3.60	6	2.70	9	4.05	7	3.15	5	2.25	9	4.05	9	4.05	9	4.05	9	4.05	6	2.70	9	4.05
Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work.	**35%**	8	2.80	7	2.45	9	3.15	8	2.80	5	1.75	8	2.80	7	2.45	9	3.15	8	2.80	7	2.45	9	3.15
References of past experience to proivde services as required by the RFP including all references.	**15%**	9	1.35	8	1.20	9	1.35	8	1.20	4	0.60	6	0.90	8	1.20	9	1.35	8	1.20	9	1.35	9	1.35
Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluation, but shall not be the sole determining factor).	**5%**	8	0.40	7	0.35	10	0.50	7	0.35	10	0.50	7	0.35	8	0.40	8	0.40	9	0.45	7	0.35	9	0.45
	100%	33	**8.15**	28	**6.70**	37	**9.05**	30	**7.50**	24	**5.10**	30	**8.10**	32	**8.10**	35	**8.95**	34	**8.50**	29	**6.85**	36	**9.00**

Proposal Scoring Sheet

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

Evaluator: Peter Ringle

Evaluation Categories	Weight	Creative Contracting Group		Headway Construction LLC		JFB Construction & Development Inc		Mario's Painting and Service		MBCS Company LLC		Mueller Construction Company		Platinum General Contracting		RMJ Maintenace Corp		Special Developments LLC		TCLM Enterprises, Inc		Waypoint Contracting, Inc	
Total Maximum Score for each category is 10		**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Proposers Qaulifications, Qualifications of Project Manager/Team/Individual (key contract members), and Availability of Specialty Resources	**45%**	5	2.25	4	1.80	5	2.25	5	2.25	4	1.80	4	1.80	5	2.25	4	1.80	5	2.25	2	0.90	5	2.25
Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work.	**35%**	5	1.75	4	1.40	5	1.75	5	1.75	5	1.75	4	1.40	3	1.05	5	1.75	4	1.40	2	0.70	5	1.75
References of past experience to proivde services as required by the RFP including all references.	**15%**	5	0.75	4	0.60	4	0.60	5	0.75	5	0.75	4	0.60	3	0.45	5	0.75	4	0.60	2	0.30	4	0.60
Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluation, but shall not be the sole determining factor).	**5%**	4	0.20	4	0.20	7	0.35	4	0.20	7	0.35	3	0.15	5	0.25	7	0.35	7	0.35	2	0.10	7	0.35
	100%	19	**4.95**	16	**4.00**	21	**4.95**	19	**4.95**	21	**4.65**	15	**3.95**	16	**4.00**	21	**4.65**	20	**4.60**	8	**2.00**	21	**4.95**

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

September 10, 2025, AT 10:30 AM

	Tim Crespo (Chairperson)	Andrew Klausner (Voting Member)	Peter Ringle (Voting Member)	Michael Wood (Alternate)	Total Weighted Scores
JFB Construction & Development Inc	9.45	9.05	4.95		**23.45**
Waypoint Contracting, Inc	9.35	9.00	4.95		**23.30**
RMJ Maintenace Corp	7.80	8.95	4.65		**21.40**
Mueller Construction Company	9.20	8.10	3.95		**21.25**
Creative Contracting Group	7.75	8.15	4.95		**20.85**
Headway Construction LLC	7.50	6.70	4.00		**18.20**
Platinum General Contracting	5.85	8.10	4.00		**17.95**
Mario's Painting and Service	7.50	5.10	4.95		**17.55**
TCLM Enterprises, Inc	6.15	6.85	2.00		**15.00**
Special Developments LLC	0.40	8.50	4.60		**13.50**
MBCS Company LLC	3.00	5.10	4.65		**12.75**

Proposal Scoring Sheet

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

Evaluator: Timothy Crespo

Evaluation Categories	Weight	Creative Contracting Group		Headway Construction LLC		JFB Construction & Development Inc		Mario's Painting and Service		MBCS Company LLC		Mueller Construction Company		Platinum General Contracting		RMJ Maintenace Corp		Special Developments LLC		TCLM Enterprises, Inc		Waypoint Contracting, Inc	
Total Maximum Score for each category is 10		**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Proposers Qaulifications, Qualifications of Project Manager/Team/Individual (key contract members), and Availability of Specialty Resources	**45%**	7	3.15	8	3.60	10	4.50	8	3.60	3	1.35	10	4.50	5	2.25	7	3.15	0	-	7	3.15	10	4.50
Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work.	**35%**	9	3.15	8	2.80	9	3.15	7	2.45	2	0.70	9	3.15	6	2.10	9	3.15	0	-	6	2.10	9	3.15
References of past experience to proivde services as required by the RFP including all references.	**15%**	8	1.20	6	0.90	9	1.35	9	1.35	3	0.45	10	1.50	8	1.20	9	1.35	0	-	6	0.90	9	1.35
Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluation, but shall not be the sole determining factor).	**5%**	5	0.25	4	0.20	9	0.45	2	0.10	10	0.50	1	0.05	6	0.30	3	0.15	8	0.40	0	-	7	0.35
	100%	29	**7.75**	26	**7.50**	37	**9.45**	26	**7.50**	18	**3.00**	30	**9.20**	25	**5.85**	28	**7.80**	8	**0.40**	19	**6.15**	35	**9.35**

Proposal Scoring Sheet

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

Evaluator: Andrew Klausner

Evaluation Categories	Weight	Creative Contracting Group		Headway Construction LLC		JFB Construction & Development Inc		Mario's Painting and Service		MBCS Company LLC		Mueller Construction Company		Platinum General Contracting		RMJ Maintenace Corp		Special Developments LLC		TCLM Enterprises, Inc		Waypoint Contracting, Inc	
Total Maximum Score for each category is 10		**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Proposers Qaulifications, Qualifications of Project Manager/Team/Individual (key contract members), and Availability of Specialty Resources	**45%**	8	3.60	6	2.70	9	4.05	7	3.15	5	2.25	9	4.05	9	4.05	9	4.05	9	4.05	6	2.70	9	4.05
Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work.	**35%**	8	2.80	7	2.45	9	3.15	8	2.80	5	1.75	8	2.80	7	2.45	9	3.15	8	2.80	7	2.45	9	3.15
References of past experience to proivde services as required by the RFP including all references.	**15%**	9	1.35	8	1.20	9	1.35	8	1.20	4	0.60	6	0.90	8	1.20	9	1.35	8	1.20	9	1.35	9	1.35
Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluation, but shall not be the sole determining factor).	**5%**	8	0.40	7	0.35	10	0.50	7	0.35	10	0.50	7	0.35	8	0.40	8	0.40	9	0.45	7	0.35	9	0.45
	100%	33	**8.15**	28	**6.70**	37	**9.05**	30	**7.50**	24	**5.10**	30	**8.10**	32	**8.10**	35	**8.95**	34	**8.50**	29	**6.85**	36	**9.00**

Proposal Scoring Sheet

RFP No. 2025R-004

Prequalification of Contractors for Public Works Minor Construction Services

Evaluator: Peter Ringle

Evaluation Categories	Weight	Creative Contracting Group		Headway Construction LLC		JFB Construction & Development Inc		Mario's Painting and Service		MBCS Company LLC		Mueller Construction Company		Platinum General Contracting		RMJ Maintenace Corp		Special Developments LLC		TCLM Enterprises, Inc		Waypoint Contracting, Inc	
Total Maximum Score for each category is 10		**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**	**Score**	**Weighted Score**
Proposers Qaulifications, Qualifications of Project Manager/Team/Individual (key contract members), and Availability of Specialty Resources	**45%**	5	2.25	4	1.80	5	2.25	5	2.25	4	1.80	4	1.80	5	2.25	4	1.80	5	2.25	2	0.90	5	2.25
Approach, Demonstrated Skill Set, and Innovative Ideas to Address the Scope of Work.	**35%**	5	1.75	4	1.40	5	1.75	5	1.75	5	1.75	4	1.40	3	1.05	5	1.75	4	1.40	2	0.70	5	1.75
References of past experience to proivde services as required by the RFP including all references.	**15%**	5	0.75	4	0.60	4	0.60	5	0.75	5	0.75	4	0.60	3	0.45	5	0.75	4	0.60	2	0.30	4	0.60
Net overall cost to the Village for the proposed services. (Cost shall be considered in proposal evaluation, but shall not be the sole determining factor).	**5%**	4	0.20	4	0.20	7	0.35	4	0.20	7	0.35	3	0.15	5	0.25	7	0.35	7	0.35	2	0.10	7	0.35
	100%	19	**4.95**	16	**4.00**	21	**4.95**	19	**4.95**	21	**4.65**	15	**3.95**	16	**4.00**	21	**4.65**	20	**4.60**	8	**2.00**	21	**4.95**

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of September, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and JFB Construction & Development Inc, a Incorporated corporation or company authorized to do business in the State of Florida with its primary office located at 1300 S Dixie Hwy, Lantana, FL 33462 ("Contractor").

WHEREAS, the Village issued a Request for Proposals to pre-qualify contractors for various minor construction public works projects (No. 2025R-004) ("RFP"); and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Village desires to award the RFP to the Contractor on a non-exclusive basis; and

WHEREAS, the Village's award of this Contract to the Contractor pre-qualifies the Contractor to be eligible for award of various minor construction public works projects but does not guarantee any work; and

WHEREAS, the Village finds entering this Contract with the Contractor for pre-qualification for award of various minor construction public works projects serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS AND GENERAL ADMINISTRATION.

1.1 **Contract Documents**. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the RFP, the Contractor's responsive proposal to the RFP (which is incorporated herein by reference); and any duly executed and issued Task Orders, Change Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Task Orders, Change Orders, or amendments thereto or amendments to this Contract
Second Priority:	This Contract
Third Priority:	The RFP
Fourth Priority:	The Contractor's responsive proposal to the RFP.

1.2 **Work**. The term "Work" as used herein and the other Contract Documents shall include all of the Contractor's services (including any design services), equipment, and/or materials to be provided to the Village under a Village issued Task Order.

1.3 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager, the Public Works Director, or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Purchasing Code).

1.4 **Contract Price**. The total Contract Price will be the total of each Village issued Task Order (if any). The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the Work under this Contract unless such cost is set forth in a Village issued Task Order or the Contractor receives prior written approval from the Village's Contract Administrator to incur additional costs.

1.5 **Task Orders**. This non-exclusive Contract does not guarantee that the Village will utilize the Contractor in any capacity or for any Work hereunder. When the Village identifies a need for the Contractor's Work, the Village will request a proposal from the Contractor to provide the Work requested. The Village will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's proposal submitted in response to the RFP, which unit prices are attached hereto 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 Task Order to the Contractor. Depending on the lump sum amount of each Task Order, the Task Order may be awarded by the Village Manager (if within Village Manager's purchasing authority (currently not to exceed $50,000)) or the Village Council. If the Task Order is approved by the Village, the Contractor shall commence the identified Work upon the Village's approval of the Village issued Task Order 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 plans and/or specifications provided by the Village to the Contractor.

1.6 **Term**. The term of this Contract shall be for an initial period of two (2) years with the possibility of three (3) one (1) year renewals options unless earlier terminated as stated herein. The option(s) to renew may be exercised by the Village Manager.

1.7 **Unit Prices**. The Contractor's Unit Prices set forth as **Exhibit "B"** shall remain fixed for the first two (2) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Unit Prices, the Village and Contractor may execute a written amendment to this Contract to establish new Unit Prices for the renewal term(s). The Village Manager may approve changes in the Unit Prices based on the recommendation of the Village's Public Works Director or designee.

Article 2. CONTRACT TIME, DELAYS, PUNCHLIST.

2.1 Contract Time. Final completion of the Work and all punch-list items (if any) shall be within the time frame as set forth in each Village issued Task Order for each project (if any).

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the Village shall consider the facts and extent of any such delay and failure to timely perform the Work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the Village, the time of completion shall be extended for any reasonable time that the Village may reasonably decide; subject to the Village's rights to change, terminate, or stop any or all of the Work at any time. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Village or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the Village, or by changes ordered by the Village or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the Village pending negotiation or by any cause which the Village shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the Village may reasonably decide. The Contractor must provide the Village with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the Work for any reason will be an extension of time to complete the Work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Village through its employees. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

2.3 At least ten (10) days prior to reaching substantial completion under a Village issued Task Order, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable Task Order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this

Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

Article 3. PAYMENT & CHANGE ORDER PROCEDURES AND LIENS

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month, and all materials installed for the project identified in the Village issued Task Order. The invoices shall be consistent with the Village issued Task Order and shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Unless otherwise agreed in the Village issued Task Order, the Village shall retain five percent (5%) of Contractor's invoice(s) until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "C"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached including any supplemental information, plans, or drawings. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval

or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor. However, all Changer Orders shall contain the following provision:

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

3.4 Final Payment. Upon final completion and acceptance of all of the Work set forth in the Village issued Task Order and in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since the account for the applicable Village issued Task Order will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project,

or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 Village's Property Not Subject to Liens. The right, title and interest of the Village in real property owned or controlled by the Village or any portion thereof ("Village's Property), shall not be subject to liens or claims of liens for any Work performed by the Contractor or anyone utilized by the Contractor in performance of the Work including, but not limited to, claims of lien as provided in Chapter 713.10, Florida Statutes. The Contractor shall keep the Village's Property free from all such liens or claims of lien relating to the Work performed, materials furnished, or obligations incurred by the Contractor, and the Contractor shall protect, indemnify, hold harmless, and defend the Village of and from any and all loss, cost, damage, liability and expense, including reasonable attorney's fees and costs, arising out of or related to any such liens or claims of lien. If a lien or claim of lien is made or filed against the Village's Property relating to the Work performed, materials furnished, or obligations incurred by the Contractor, the Contractor shall have a reasonable time (not to exceed thirty (30) days) to remove the lien or claim of lien. Failure to do so, may result in termination of this Contract and any Village issued Task Order(s).

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

4.1 The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the Work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and authorized or permitted under federal, state and local law to perform such Work. The Contractor shall furnish all Work in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to the Work of this kind. The Contractor shall comply with all applicable laws in the provision of all Work under this Contract. The Contractor agrees that it is fully responsible to the Village for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Village. 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 subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Village to Contractor of the cause for such replacement. All Work performed by a subcontractor will be at cost to the Village without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any Work. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

4.2 No relationship of employer or employee is created by this Contract or any Contract Document; 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 Work for Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 5. INDEMNITY, INSURANCE AND WARRANTY.

5.1 The Contractor agrees to assume all liability for and indemnifies, holds harmless, and defends the Village, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract Documents. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any Work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits
Professional Liability / Errors and Omissions (for any design services)	$1,000,000 per occurrence

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 Work. 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 Contract.

5.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

5.4 Unless the Village issued Task Order, the Contractor's proposal thereto, or the applicable manufacturer provides a long warranty period, the warranty provision set forth in the sample Task Order attached hereto as Exhibit "A") shall apply to all Work provided by the Contractor to the Village under a Village issued Task Order. The Contractor shall provide the Village any and all manufacturers' warranties for the Work being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement under said warranty.

Article 6. TERMINATION.

6.1 **TERMINATION BY VILLAGE:** The Village may terminate a Village issued Task Order, this Contract, and/or the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled Workers or proper materials;
- **(b)** fails to timely prosecute the Work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;
- **(e)** fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- **(f)** otherwise is in breach of a provision of the Contract Documents.

The foregoing shall be considered an "event of default". If any of the above event(s) of default exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor written notice of the event(s) of default and a reasonable timeframe to cure the event(s) of

default and which timeframe has expired, terminate the Village issued Task Order, this Contract, and/or the Contract Documents and may:

(a) take possession of the project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The timeframe to cure an event(s) of default shall be reasonable but in no event shall exceed thirty (30) days unless agreed in writing by the Village based on the good faith efforts of the Contractor to cure the event(s) of default.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the Work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 **TERMINATION BY THE VILLAGE FOR CONVENIENCE**

The Village may, at any time, terminate a Village issued Task Order, the Contract, and/or Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 7. MISCELLANEOUS.

7.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Additional Work, changes to Village issued Task Order's price and/or time, is subject to the Village's prior written approval as set forth herein. The Contractor has no authority to approve

such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the price or time.

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

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

7.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

7.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.

7.11 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 Work.

(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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the Work. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

7.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.13 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.

7.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN**

CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

7.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

7.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

7.17 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

7.18 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

7.19 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

7.21 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the Work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the Work authorization status of all the subcontractors' newly hired employees.

7.22 Except as otherwise provided herein, any formal notice required to be given under the Contract

Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

7.23 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

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

7.25 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of all Work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the Work and other persons who may be affected thereby; the Work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the Work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the Work, which is not attributable directly to the Village's owns acts or omissions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this non-exclusive Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: JFB Construction & Developement

By: _____
Print Name: Joseph Basile
Print Title: CEO

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of September 2025, by Joseph Baile, as the CEO [title] of JFB Construction & Developement, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

_____
Notary Public Signature

[Notary Seal]

STEPHANIE REYNOSO
Notary Public - State of Florida
Commission # HH 425652
My Comm. Expires Jul 25, 2027
Bonded through National Notary Assn.

EXHIBIT "A"
(Sample Task Order)

TASK ORDER NO._____

THIS TASK ORDER for Minor Construction ("Task Order") is made on the ____ day of _____, 202__, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and _____**,** a corporation or company authorized to do business in State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials, and equipment ("Work") as identified herein related to the Minor Construction of _____ ("Project"). The Project is more specifically described in the Contractor's Proposal; in the plans prepared by _____, dated _____, which plans are incorporated herein by reference.

2.0 Scope

Under this Task Order, the Contractor will provide the Village with all Work for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all Work under this Task Order shall be within _____ **calendar days** from the Effective Date of this Task Order. Final completion of all Work (and all punch-list items (if any)) under this Task Order shall be within ____ **calendar days** from the Effective Date of this Task Order. The Effective Date of this Task Order is the date following the parties' execution of this Task Order and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the Work has progressed to the point where, in the opinion of the Village, the Work is sufficiently complete in accordance with the Contract Documents and this Task Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all Work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Task Order and the Contract Documents, and that the Village will suffer financial loss if the Work described in this Task Order and the Contract Documents is not completed within the times specified in this Task Order. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village _____ hundred dollars ($_____.00) for each day that expires after the time(s) specified in this Task Order.

4.0 Compensation and Direct Purchases

This Task Order is issued for a lump sum, not to exceed amount of $_____ (_____). The attached proposal identifies all costs and expenses included in the

lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Task Order by the Village: _____
_____.*

* If Direct Purchases are to be made, provisions will need to be added to this Task Order to address the process for all Direct Purchases.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone:_____; email: _____; and, the Project Manager for the Village is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Task Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Task Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Task Order price within the Task Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Task Order price, within the Task Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors

or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

8.0 Contractor's Warranty

8.1 The Contractor warrants and guarantees to the Village that all Work provided under this Task Order will be in accordance with this Task Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Task Order shall be free from defects for one (1) year from the final completion of all Work (unless a longer manufacturer warranty applies); (b) all Work performed under this Task Order will be free from defects for one (1) year from the final completion of all Work and the Project shall be fully operational without unreasonable downtime or failures; and (c) that the Work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization and Conflict

9.1 This Task Order is issued pursuant to the Contract for Minor Construction (RFP #2025R-004) between the Village and the Contractor, dated _____, ("Contract"). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of this Task Order shall prevail; provided that if the Contractor's proposal attached hereto as **Exhibit "1"** contains any terms or conditions in conflict with the Contract, the Contract's terms and conditions shall prevail. This Task Order shall not become effective until approved by and executed by the Village Manager or approved by the Village Council and executed by the Mayor. The Village Manager only has approval authority of up to $50,000.

IN WITNESS WHEREOF, the Village and Contractor have caused this Task Order #_____ pursuant to the Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _//SAMPLE DO NOT SIGN//____
Michael Bornstein, Village Manager

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: _____

By: _//SAMPLE DO NOT SIGN//____

Print Name: _____

[Corporate Seal]

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of_____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "1" TO SAMPLE TASK ORDER
(CONTRACTOR's PROPOSAL)

EXHIBIT "B"
CONTRACTOR PROPOSAL'S UNIT PRICES

RFP No. 2025R-004

PRICE SCHEDULE PROPOSAL FORM

	Rates	Master	Journeyman	Apprentice
Section I: General Construction (New Construction, Renovations, Repairs, Drywall)				
1.1	Standard Hourly Rate for Labor (Operations Hours 7:00am-5:00pm)	$ 30.00	$ 27.00	$ 25.00
1.2	After Hours Rate for Labor (Before 7am and after 5pm)	$ 45.00	$ 40.50	$ 37.50
Section II: Painter				
2.1	Standard Hourly Rate for Labor (Operations Hours 7:00am-5:00pm)	$ 25.00	$ 25.00	$ 25.00
2.2	After Hours Rate for Labor (Before 7am and after 5pm)	$ 37.50	$ 37.50	$ 37.50
Section III: Electrician				
3.1	Standard Hourly Rate for Labor (Operations Hours 7:00am-5:00pm)	$ 40.00	$ 35.00	$ 30.00
3.2	After Hours Rate for Labor (Before 7am and after 5pm)	$ 60.00	$ 52.50	$ 45.00

What percentage of the Billing Rate listed above represents profit: 10 %

Prices submitted in response to this RFP shall be utilized solely for evaluation and scoring purposes to assess cost competitiveness among proposers. These prices are not binding for future task orders. Contractors selected for the award pool may be required to submit separate, binding price proposals for individual task orders. Each task order will include a specific scope of work and a corresponding bid form. Task orders will be awarded to the selected pool contractor offering the lowest responsive and responsible price for the specified scope. The Village reserves the right to negotiate pricing or terms prior to task order award, as deemed necessary.

EXHIBIT "C"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Task Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Task Order Time: _____ (Work days)

Description of Change as requested by Owner:

_____
_____
_____
_____
_____.

Price of Original Task Order: $_____

Current Price of Task Order (including prior Change Orders): $_____

Price of Current Task Order: $_____

New Task Order Price: $_____**

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ Work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

** If the new Task Order Price exceeds $200,000, the Village reserves the right to require the Contractor to obtain a public construction bond pursuant to section 255.05, Florida Statues, which bond will be paid for by the Village as a direct pass through cost.

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____

(Contractor Name)

_____ _____ _____

Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____

_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to Task Order No. ___ for the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and Creative Contracting Group, a Florida corporation or company authorized to do business in the State of Florida with its primary office located at 3141 Fortune Way, Bay 16, Wellington FL 33449 ("Contractor").

WHEREAS, the Village issued a Request for Proposals to pre-qualify contractors for various minor construction public works projects (No. 2025R-004) ("RFP"); and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Village desires to award the RFP to the Contractor on a non-exclusive basis; and

WHEREAS, the Village's award of this Contract to the Contractor pre-qualifies the Contractor to be eligible for award of various minor construction public works projects but does not guarantee any work; and

WHEREAS, the Village finds entering this Contract with the Contractor for pre-qualification for award of various minor construction public works projects serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS AND GENERAL ADMINISTRATION.

1.1 **Contract Documents**. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the RFP, the Contractor's responsive proposal to the RFP (which is incorporated herein by reference); and any duly executed and issued Task Orders, Change Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Task Orders, Change Orders, or amendments thereto or amendments to this Contract
Second Priority:	This Contract
Third Priority:	The RFP
Fourth Priority:	The Contractor's responsive proposal to the RFP.

1.2 **Work**. The term "Work" as used herein and the other Contract Documents shall include all of the Contractor's services (including any design services), equipment, and/or materials to be provided to the Village under a Village issued Task Order.

1.3 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager, the Public Works Director, or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Purchasing Code).

1.4 **Contract Price**. The total Contract Price will be the total of each Village issued Task Order (if any). The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the Work under this Contract unless such cost is set forth in a Village issued Task Order or the Contractor receives prior written approval from the Village's Contract Administrator to incur additional costs.

1.5 **Task Orders**. This non-exclusive Contract does not guarantee that the Village will utilize the Contractor in any capacity or for any Work hereunder. When the Village identifies a need for the Contractor's Work, the Village will request a proposal from the Contractor to provide the Work requested. The Village will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's proposal submitted in response to the RFP, which unit prices are attached hereto 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 Task Order to the Contractor. Depending on the lump sum amount of each Task Order, the Task Order may be awarded by the Village Manager (if within Village Manager's purchasing authority (currently not to exceed $50,000)) or the Village Council. If the Task Order is approved by the Village, the Contractor shall commence the identified Work upon the Village's approval of the Village issued Task Order 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 plans and/or specifications provided by the Village to the Contractor.

1.6 **Term**. The term of this Contract shall be for an initial period of two (2) years with the possibility of three (3) one (1) year renewals options unless earlier terminated as stated herein. The option(s) to renew may be exercised by the Village Manager.

1.7 **Unit Prices**. The Contractor's Unit Prices set forth as **Exhibit "B"** shall remain fixed for the first two (2) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Unit Prices, the Village and Contractor may execute a written amendment to this Contract to establish new Unit Prices for the renewal term(s). The Village Manager may approve changes in the Unit Prices based on the recommendation of the Village's Public Works Director or designee.

Article 2. CONTRACT TIME, DELAYS, PUNCHLIST.

2.1 Contract Time. Final completion of the Work and all punch-list items (if any) shall be within the time frame as set forth in each Village issued Task Order for each project (if any).

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the Village shall consider the facts and extent of any such delay and failure to timely perform the Work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the Village, the time of completion shall be extended for any reasonable time that the Village may reasonably decide; subject to the Village's rights to change, terminate, or stop any or all of the Work at any time. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Village or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the Village, or by changes ordered by the Village or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the Village pending negotiation or by any cause which the Village shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the Village may reasonably decide. The Contractor must provide the Village with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the Work for any reason will be an extension of time to complete the Work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Village through its employees. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

2.3 At least ten (10) days prior to reaching substantial completion under a Village issued Task Order, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable Task Order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this

Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

Article 3. PAYMENT & CHANGE ORDER PROCEDURES AND LIENS

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month, and all materials installed for the project identified in the Village issued Task Order. The invoices shall be consistent with the Village issued Task Order and shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Unless otherwise agreed in the Village issued Task Order, the Village shall retain five percent (5%) of Contractor's invoice(s) until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "C"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached including any supplemental information, plans, or drawings. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval

or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor. However, all Changer Orders shall contain the following provision:

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

3.4 Final Payment. Upon final completion and acceptance of all of the Work set forth in the Village issued Task Order and in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since the account for the applicable Village issued Task Order will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project,

or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 Village's Property Not Subject to Liens. The right, title and interest of the Village in real property owned or controlled by the Village or any portion thereof ("Village's Property), shall not be subject to liens or claims of liens for any Work performed by the Contractor or anyone utilized by the Contractor in performance of the Work including, but not limited to, claims of lien as provided in Chapter 713.10, Florida Statutes. The Contractor shall keep the Village's Property free from all such liens or claims of lien relating to the Work performed, materials furnished, or obligations incurred by the Contractor, and the Contractor shall protect, indemnify, hold harmless, and defend the Village of and from any and all loss, cost, damage, liability and expense, including reasonable attorney's fees and costs, arising out of or related to any such liens or claims of lien. If a lien or claim of lien is made or filed against the Village's Property relating to the Work performed, materials furnished, or obligations incurred by the Contractor, the Contractor shall have a reasonable time (not to exceed thirty (30) days) to remove the lien or claim of lien. Failure to do so, may result in termination of this Contract and any Village issued Task Order(s).

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

4.1 The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the Work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and authorized or permitted under federal, state and local law to perform such Work. The Contractor shall furnish all Work in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to the Work of this kind. The Contractor shall comply with all applicable laws in the provision of all Work under this Contract. The Contractor agrees that it is fully responsible to the Village for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Village. 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 subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Village to Contractor of the cause for such replacement. All Work performed by a subcontractor will be at cost to the Village without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any Work. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

4.2 No relationship of employer or employee is created by this Contract or any Contract Document; 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 Work for Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 5. INDEMNITY, INSURANCE AND WARRANTY.

5.1 The Contractor agrees to assume all liability for and indemnifies, holds harmless, and defends the Village, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract Documents. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any Work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits
Professional Liability / Errors and Omissions (for any design services)	$1,000,000 per occurrence

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 Work. 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 Contract.

5.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

5.4 Unless the Village issued Task Order, the Contractor's proposal thereto, or the applicable manufacturer provides a long warranty period, the warranty provision set forth in the sample Task Order attached hereto as Exhibit "A") shall apply to all Work provided by the Contractor to the Village under a Village issued Task Order. The Contractor shall provide the Village any and all manufacturers' warranties for the Work being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement under said warranty.

Article 6. TERMINATION.

6.1 **TERMINATION BY VILLAGE:** The Village may terminate a Village issued Task Order, this Contract, and/or the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled Workers or proper materials;
- **(b)** fails to timely prosecute the Work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;
- **(e)** fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- **(f)** otherwise is in breach of a provision of the Contract Documents.

The foregoing shall be considered an "event of default". If any of the above event(s) of default exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor written notice of the event(s) of default and a reasonable timeframe to cure the event(s) of

default and which timeframe has expired, terminate the Village issued Task Order, this Contract, and/or the Contract Documents and may:

(a) take possession of the project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The timeframe to cure an event(s) of default shall be reasonable but in no event shall exceed thirty (30) days unless agreed in writing by the Village based on the good faith efforts of the Contractor to cure the event(s) of default.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the Work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 **TERMINATION BY THE VILLAGE FOR CONVENIENCE**

The Village may, at any time, terminate a Village issued Task Order, the Contract, and/or Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 7. MISCELLANEOUS.

7.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Additional Work, changes to Village issued Task Order's price and/or time, is subject to the Village's prior written approval as set forth herein. The Contractor has no authority to approve

such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the price or time.

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

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

7.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

7.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.

7.11 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 Work.

(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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the Work. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

7.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.13 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.

7.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN**

CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

7.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

7.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

7.17 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

7.18 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

7.19 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

7.21 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the Work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the Work authorization status of all the subcontractors' newly hired employees.

7.22 Except as otherwise provided herein, any formal notice required to be given under the Contract

Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

7.23 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

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

7.25 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of all Work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the Work and other persons who may be affected thereby; the Work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the Work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the Work, which is not attributable directly to the Village's owns acts or omissions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this non-exclusive Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: E+F Florida Enterprises INC

By: _____
Print Name: Lisa Addis
Print Title: V.P. owner

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of September 2025, by Lisa Addis, as the V.P, owner [title] of E+F Florida Enterprises, a company authorized to do business in the State of Florida, who is personally known to me or who has produced N/A 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 E+F Florida Enterprises INC to the same.

_____
Notary Public Signature

[Notary Seal]

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 264974
My Comm. Expires May 15, 2026
Bonded through National Notary Assn.

EXHIBIT "A"
(Sample Task Order)

TASK ORDER NO._____

THIS TASK ORDER for Minor Construction ("Task Order") is made on the ____ day of _____, 202__, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and _____**,** a corporation or company authorized to do business in State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials, and equipment ("Work") as identified herein related to the Minor Construction of _____ ("Project"). The Project is more specifically described in the Contractor's Proposal; in the plans prepared by _____, dated _____, which plans are incorporated herein by reference.

2.0 Scope

Under this Task Order, the Contractor will provide the Village with all Work for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all Work under this Task Order shall be within _____ **calendar days** from the Effective Date of this Task Order. Final completion of all Work (and all punch-list items (if any)) under this Task Order shall be within ____ **calendar days** from the Effective Date of this Task Order. The Effective Date of this Task Order is the date following the parties' execution of this Task Order and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the Work has progressed to the point where, in the opinion of the Village, the Work is sufficiently complete in accordance with the Contract Documents and this Task Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all Work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Task Order and the Contract Documents, and that the Village will suffer financial loss if the Work described in this Task Order and the Contract Documents is not completed within the times specified in this Task Order. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village _____ hundred dollars ($_____.00) for each day that expires after the time(s) specified in this Task Order.

4.0 Compensation and Direct Purchases

This Task Order is issued for a lump sum, not to exceed amount of $_____ (_____). The attached proposal identifies all costs and expenses included in the

lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Task Order by the Village: _____
_____.*

* If Direct Purchases are to be made, provisions will need to be added to this Task Order to address the process for all Direct Purchases.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone:_____; email: _____; and, the Project Manager for the Village is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Task Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Task Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Task Order price within the Task Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Task Order price, within the Task Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors

or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

8.0 Contractor's Warranty

8.1 The Contractor warrants and guarantees to the Village that all Work provided under this Task Order will be in accordance with this Task Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Task Order shall be free from defects for one (1) year from the final completion of all Work (unless a longer manufacturer warranty applies); (b) all Work performed under this Task Order will be free from defects for one (1) year from the final completion of all Work and the Project shall be fully operational without unreasonable downtime or failures; and (c) that the Work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization and Conflict

9.1 This Task Order is issued pursuant to the Contract for Minor Construction (RFP #2025R-004) between the Village and the Contractor, dated _____, ("Contract"). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of this Task Order shall prevail; provided that if the Contractor's proposal attached hereto as **Exhibit "1"** contains any terms or conditions in conflict with the Contract, the Contract's terms and conditions shall prevail. This Task Order shall not become effective until approved by and executed by the Village Manager or approved by the Village Council and executed by the Mayor. The Village Manager only has approval authority of up to $50,000.

IN WITNESS WHEREOF, the Village and Contractor have caused this Task Order #_____ pursuant to the Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _//SAMPLE DO NOT SIGN//____
Michael Bornstein, Village Manager

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: _____

By: _//SAMPLE DO NOT SIGN//____

Print Name: _____

[Corporate Seal]

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of_____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "1" TO SAMPLE TASK ORDER
(CONTRACTOR's PROPOSAL)

EXHIBIT "B"
CONTRACTOR PROPOSAL'S UNIT PRICES

VILLAGE OF PALM SPRINGS FLORIDA

RFP No. 2025R-004

PRICE SCHEDULE PROPOSAL FORM

	Rates	Master	Journeyman	Apprentice
Section I: General Construction (New Construction, Renovations, Repairs, Drywall)				
1.1	Standard Hourly Rate for Labor (Operations Hours 7:00am-5:00pm)	$ 60.00	$ 50.00	$ 35.00
1.2	After Hours Rate for Labor (Before 7am and after 5pm)	$ 90.00	$ 75.00	$ 52.00
Section II: Painter				
2.1	Standard Hourly Rate for Labor (Operations Hours 7:00am-5:00pm)	$ 45.00	$ 35.00	$ 30.00
2.2	After Hours Rate for Labor (Before 7am and after 5pm)	$ 67.00	$ 52.00	$ 45.00
Section III: Electrician				
3.1	Standard Hourly Rate for Labor (Operations Hours 7:00am-5:00pm)	$ 100.00	$ 75.00	$ 40.00
3.2	After Hours Rate for Labor (Before 7am and after 5pm)	$ 150.00	$ 112.00	$ 60.00

What percentage of the Billing Rate listed above represents profit: 20 %

Prices submitted in response to this RFP shall be utilized solely for evaluation and scoring purposes to assess cost competitiveness among proposers. These prices are not binding for future task orders. Contractors selected for the award pool may be required to submit separate, binding price proposals for individual task orders. Each task order will include a specific scope of work and a corresponding bid form. Task orders will be awarded to the selected pool contractor offering the lowest responsive and responsible price for the specified scope. The Village reserves the right to negotiate pricing or terms prior to task order award, as deemed necessary.

EXHIBIT "C"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Task Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Task Order Time: _____ (Work days)

Description of Change as requested by Owner:

_____
_____
_____
_____
_____.

Price of Original Task Order: $_____

Current Price of Task Order (including prior Change Orders): $_____

Price of Current Task Order: $_____

New Task Order Price: $_____**

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ Work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

** If the new Task Order Price exceeds $200,000, the Village reserves the right to require the Contractor to obtain a public construction bond pursuant to section 255.05, Florida Statues, which bond will be paid for by the Village as a direct pass through cost.

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____

(Contractor Name)

_____ _____ _____

Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____

_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to Task Order No. ___ for the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and Mueller Construction & Management Company, a _____ corporation or company authorized to do business in the State of Florida with its primary office located at 1557 Cypress Drive, Unit #5 Jupiter, FL 33469 ("Contractor").

WHEREAS, the Village issued a Request for Proposals to pre-qualify contractors for various minor construction public works projects (No. 2025R-004) ("RFP"); and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Village desires to award the RFP to the Contractor on a non-exclusive basis; and

WHEREAS, the Village's award of this Contract to the Contractor pre-qualifies the Contractor to be eligible for award of various minor construction public works projects but does not guarantee any work; and

WHEREAS, the Village finds entering this Contract with the Contractor for pre-qualification for award of various minor construction public works projects serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS AND GENERAL ADMINISTRATION.

1.1 **Contract Documents**. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the RFP, the Contractor's responsive proposal to the RFP (which is incorporated herein by reference); and any duly executed and issued Task Orders, Change Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Task Orders, Change Orders, or amendments thereto or amendments to this Contract
Second Priority:	This Contract
Third Priority:	The RFP
Fourth Priority:	The Contractor's responsive proposal to the RFP.

1.2 **Work**. The term "Work" as used herein and the other Contract Documents shall include all of the Contractor's services (including any design services), equipment, and/or materials to be provided to the Village under a Village issued Task Order.

1.3 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager, the Public Works Director, or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Purchasing Code).

1.4 **Contract Price**. The total Contract Price will be the total of each Village issued Task Order (if any). The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the Work under this Contract unless such cost is set forth in a Village issued Task Order or the Contractor receives prior written approval from the Village's Contract Administrator to incur additional costs.

1.5 **Task Orders**. This non-exclusive Contract does not guarantee that the Village will utilize the Contractor in any capacity or for any Work hereunder. When the Village identifies a need for the Contractor's Work, the Village will request a proposal from the Contractor to provide the Work requested. The Village will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's proposal submitted in response to the RFP, which unit prices are attached hereto 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 Task Order to the Contractor. Depending on the lump sum amount of each Task Order, the Task Order may be awarded by the Village Manager (if within Village Manager's purchasing authority (currently not to exceed $50,000)) or the Village Council. If the Task Order is approved by the Village, the Contractor shall commence the identified Work upon the Village's approval of the Village issued Task Order 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 plans and/or specifications provided by the Village to the Contractor.

1.6 **Term**. The term of this Contract shall be for an initial period of two (2) years with the possibility of three (3) one (1) year renewals options unless earlier terminated as stated herein. The option(s) to renew may be exercised by the Village Manager.

1.7 **Unit Prices**. The Contractor's Unit Prices set forth as **Exhibit "B"** shall remain fixed for the first two (2) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Unit Prices, the Village and Contractor may execute a written amendment to this Contract to establish new Unit Prices for the renewal term(s). The Village Manager may approve changes in the Unit Prices based on the recommendation of the Village's Public Works Director or designee.

Article 2. CONTRACT TIME, DELAYS, PUNCHLIST.

2.1 Contract Time. Final completion of the Work and all punch-list items (if any) shall be within the time frame as set forth in each Village issued Task Order for each project (if any).

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the Village shall consider the facts and extent of any such delay and failure to timely perform the Work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the Village, the time of completion shall be extended for any reasonable time that the Village may reasonably decide; subject to the Village's rights to change, terminate, or stop any or all of the Work at any time. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Village or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the Village, or by changes ordered by the Village or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the Village pending negotiation or by any cause which the Village shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the Village may reasonably decide. The Contractor must provide the Village with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the Work for any reason will be an extension of time to complete the Work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Village through its employees. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

2.3 At least ten (10) days prior to reaching substantial completion under a Village issued Task Order, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable Task Order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this

Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

Article 3. PAYMENT & CHANGE ORDER PROCEDURES AND LIENS

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month, and all materials installed for the project identified in the Village issued Task Order. The invoices shall be consistent with the Village issued Task Order and shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Unless otherwise agreed in the Village issued Task Order, the Village shall retain five percent (5%) of Contractor's invoice(s) until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "C"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached including any supplemental information, plans, or drawings. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval

or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor. However, all Changer Orders shall contain the following provision:

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

3.4 Final Payment. Upon final completion and acceptance of all of the Work set forth in the Village issued Task Order and in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since the account for the applicable Village issued Task Order will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project,

or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 Village's Property Not Subject to Liens. The right, title and interest of the Village in real property owned or controlled by the Village or any portion thereof ("Village's Property), shall not be subject to liens or claims of liens for any Work performed by the Contractor or anyone utilized by the Contractor in performance of the Work including, but not limited to, claims of lien as provided in Chapter 713.10, Florida Statutes. The Contractor shall keep the Village's Property free from all such liens or claims of lien relating to the Work performed, materials furnished, or obligations incurred by the Contractor, and the Contractor shall protect, indemnify, hold harmless, and defend the Village of and from any and all loss, cost, damage, liability and expense, including reasonable attorney's fees and costs, arising out of or related to any such liens or claims of lien. If a lien or claim of lien is made or filed against the Village's Property relating to the Work performed, materials furnished, or obligations incurred by the Contractor, the Contractor shall have a reasonable time (not to exceed thirty (30) days) to remove the lien or claim of lien. Failure to do so, may result in termination of this Contract and any Village issued Task Order(s).

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

4.1 The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the Work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and authorized or permitted under federal, state and local law to perform such Work. The Contractor shall furnish all Work in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to the Work of this kind. The Contractor shall comply with all applicable laws in the provision of all Work under this Contract. The Contractor agrees that it is fully responsible to the Village for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Village. 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 subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Village to Contractor of the cause for such replacement. All Work performed by a subcontractor will be at cost to the Village without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any Work. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

4.2 No relationship of employer or employee is created by this Contract or any Contract Document; 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 Work for Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 5. INDEMNITY, INSURANCE AND WARRANTY.

5.1 The Contractor agrees to assume all liability for and indemnifies, holds harmless, and defends the Village, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract Documents. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any Work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits
Professional Liability / Errors and Omissions (for any design services)	$1,000,000 per occurrence

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 Work. 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 Contract.

5.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

5.4 Unless the Village issued Task Order, the Contractor's proposal thereto, or the applicable manufacturer provides a long warranty period, the warranty provision set forth in the sample Task Order attached hereto as Exhibit "A") shall apply to all Work provided by the Contractor to the Village under a Village issued Task Order. The Contractor shall provide the Village any and all manufacturers' warranties for the Work being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement under said warranty.

Article 6. TERMINATION.

6.1 **TERMINATION BY VILLAGE:** The Village may terminate a Village issued Task Order, this Contract, and/or the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled Workers or proper materials;
- **(b)** fails to timely prosecute the Work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;
- **(e)** fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- **(f)** otherwise is in breach of a provision of the Contract Documents.

The foregoing shall be considered an "event of default". If any of the above event(s) of default exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor written notice of the event(s) of default and a reasonable timeframe to cure the event(s) of

default and which timeframe has expired, terminate the Village issued Task Order, this Contract, and/or the Contract Documents and may:

(a) take possession of the project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The timeframe to cure an event(s) of default shall be reasonable but in no event shall exceed thirty (30) days unless agreed in writing by the Village based on the good faith efforts of the Contractor to cure the event(s) of default.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the Work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 **TERMINATION BY THE VILLAGE FOR CONVENIENCE**

The Village may, at any time, terminate a Village issued Task Order, the Contract, and/or Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 7. MISCELLANEOUS.

7.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Additional Work, changes to Village issued Task Order's price and/or time, is subject to the Village's prior written approval as set forth herein. The Contractor has no authority to approve

such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the price or time.

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

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

7.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

7.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.

7.11 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 Work.

(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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the Work. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

7.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.13 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.

7.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN**

CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

7.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

7.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

7.17 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

7.18 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

7.19 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

7.21 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the Work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the Work authorization status of all the subcontractors' newly hired employees.

7.22 Except as otherwise provided herein, any formal notice required to be given under the Contract

Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

7.23 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

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

7.25 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of all Work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the Work and other persons who may be affected thereby; the Work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the Work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the Work, which is not attributable directly to the Village's owns acts or omissions.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this non-exclusive Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: Mueller Construction & Managment Company

By: _____
Print Name: Jacob Mueller
Print Title: President/Owner

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by Jacob Mueller, as the President/Owner [title] of Mueller Construction & MGMT Company, a company authorized to do business in the State of Florida, who is personally known to me or who has produced Personally Known 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 Mueller Construction & Managment Company to the same.

_____
Notary Public Signature

[Notary Seal]

CAROL CICCARELLI
MY COMMISSION # HH 451690
EXPIRES: February 5, 2028

EXHIBIT "A"
(Sample Task Order)

TASK ORDER NO._____

THIS TASK ORDER for Minor Construction ("Task Order") is made on the ____ day of _____, 202__, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and _____**,** a corporation or company authorized to do business in State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials, and equipment ("Work") as identified herein related to the Minor Construction of _____ ("Project"). The Project is more specifically described in the Contractor's Proposal; in the plans prepared by _____, dated _____, which plans are incorporated herein by reference.

2.0 Scope

Under this Task Order, the Contractor will provide the Village with all Work for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule and Liquidated Damages

Substantial completion of all Work under this Task Order shall be within _____ **calendar days** from the Effective Date of this Task Order. Final completion of all Work (and all punch-list items (if any)) under this Task Order shall be within ____ **calendar days** from the Effective Date of this Task Order. The Effective Date of this Task Order is the date following the parties' execution of this Task Order and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the Work has progressed to the point where, in the opinion of the Village, the Work is sufficiently complete in accordance with the Contract Documents and this Task Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all Work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Task Order and the Contract Documents, and that the Village will suffer financial loss if the Work described in this Task Order and the Contract Documents is not completed within the times specified in this Task Order. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village _____ hundred dollars ($_____.00) for each day that expires after the time(s) specified in this Task Order.

4.0 Compensation and Direct Purchases

This Task Order is issued for a lump sum, not to exceed amount of $_____ (_____). The attached proposal identifies all costs and expenses included in the

lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Task Order by the Village: _____
_____.*

* If Direct Purchases are to be made, provisions will need to be added to this Task Order to address the process for all Direct Purchases.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone:_____; email: _____; and, the Project Manager for the Village is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Task Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Task Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Task Order price within the Task Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Task Order price, within the Task Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors

or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

8.0 Contractor's Warranty

8.1 The Contractor warrants and guarantees to the Village that all Work provided under this Task Order will be in accordance with this Task Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Task Order shall be free from defects for one (1) year from the final completion of all Work (unless a longer manufacturer warranty applies); (b) all Work performed under this Task Order will be free from defects for one (1) year from the final completion of all Work and the Project shall be fully operational without unreasonable downtime or failures; and (c) that the Work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization and Conflict

9.1 This Task Order is issued pursuant to the Contract for Minor Construction (RFP #2025R-004) between the Village and the Contractor, dated _____, ("Contract"). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of this Task Order shall prevail; provided that if the Contractor's proposal attached hereto as **Exhibit "1"** contains any terms or conditions in conflict with the Contract, the Contract's terms and conditions shall prevail. This Task Order shall not become effective until approved by and executed by the Village Manager or approved by the Village Council and executed by the Mayor. The Village Manager only has approval authority of up to $50,000.

IN WITNESS WHEREOF, the Village and Contractor have caused this Task Order #_____ pursuant to the Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _//SAMPLE DO NOT SIGN//____
Michael Bornstein, Village Manager

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: _____

By: _//SAMPLE DO NOT SIGN//____

Print Name: _____

[Corporate Seal]

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of_____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "1" TO SAMPLE TASK ORDER
(CONTRACTOR's PROPOSAL)

EXHIBIT "B"
CONTRACTOR PROPOSAL'S UNIT PRICES

EXHIBIT "C"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Task Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Task Order Time: _____ (Work days)

Description of Change as requested by Owner:

_____
_____
_____
_____
_____.

Price of Original Task Order: $_____

Current Price of Task Order (including prior Change Orders): $_____

Price of Current Task Order: $_____

New Task Order Price: $_____**

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ Work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

** If the new Task Order Price exceeds $200,000, the Village reserves the right to require the Contractor to obtain a public construction bond pursuant to section 255.05, Florida Statues, which bond will be paid for by the Village as a direct pass through cost.

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____

(Contractor Name)

_____ _____ _____

Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____

_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to Task Order No. ___ for the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of September, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and Waypoint Contracting, Inc., a Florida corporation or company authorized to do business in the State of Florida with its primary office located at 7925 NW 12 ST, STE 321, Doral, FL 33126 ("Contractor").

WHEREAS, the Village issued a Request for Proposals to pre-qualify contractors for various minor construction public works projects (No. 2025R-004) ("RFP"); and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Village desires to award the RFP to the Contractor on a non-exclusive basis; and

WHEREAS, the Village's award of this Contract to the Contractor pre-qualifies the Contractor to be eligible for award of various minor construction public works projects but does not guarantee any work; and

WHEREAS, the Village finds entering this Contract with the Contractor for pre-qualification for award of various minor construction public works projects serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS AND GENERAL ADMINISTRATION.

1.1 **Contract Documents**. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the RFP, the Contractor's responsive proposal to the RFP (which is incorporated herein by reference); and any duly executed and issued Task Orders, Change Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Task Orders, Change Orders, or amendments thereto or amendments to this Contract
Second Priority:	This Contract
Third Priority:	The RFP
Fourth Priority:	The Contractor's responsive proposal to the RFP.

1.2 **Work**. The term "Work" as used herein and the other Contract Documents shall include all of the Contractor's services (including any design services), equipment, and/or materials to be provided to the Village under a Village issued Task Order.

1.3 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager, the Public Works Director, or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Purchasing Code).

1.4 **Contract Price**. The total Contract Price will be the total of each Village issued Task Order (if any). The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the Work under this Contract unless such cost is set forth in a Village issued Task Order or the Contractor receives prior written approval from the Village's Contract Administrator to incur additional costs.

1.5 **Task Orders**. This non-exclusive Contract does not guarantee that the Village will utilize the Contractor in any capacity or for any Work hereunder. When the Village identifies a need for the Contractor's Work, the Village will request a proposal from the Contractor to provide the Work requested. The Village will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's proposal submitted in response to the RFP, which unit prices are attached hereto 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 Task Order to the Contractor. Depending on the lump sum amount of each Task Order, the Task Order may be awarded by the Village Manager (if within Village Manager's purchasing authority (currently not to exceed $50,000)) or the Village Council. If the Task Order is approved by the Village, the Contractor shall commence the identified Work upon the Village's approval of the Village issued Task Order 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 plans and/or specifications provided by the Village to the Contractor.

1.6 **Term**. The term of this Contract shall be for an initial period of two (2) years with the possibility of three (3) one (1) year renewals options unless earlier terminated as stated herein. The option(s) to renew may be exercised by the Village Manager.

1.7 **Unit Prices**. The Contractor's Unit Prices set forth as **Exhibit "B"** shall remain fixed for the first two (2) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Unit Prices, the Village and Contractor may execute a written amendment to this Contract to establish new Unit Prices for the renewal term(s). The Village Manager may approve changes in the Unit Prices based on the recommendation of the Village's Public Works Director or designee.

Article 2. CONTRACT TIME, DELAYS, PUNCHLIST.

2.1 Contract Time. Final completion of the Work and all punch-list items (if any) shall be within the time frame as set forth in each Village issued Task Order for each project (if any).

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the Village shall consider the facts and extent of any such delay and failure to timely perform the Work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the Village, the time of completion shall be extended for any reasonable time that the Village may reasonably decide; subject to the Village's rights to change, terminate, or stop any or all of the Work at any time. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Village or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the Village, or by changes ordered by the Village or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the Village pending negotiation or by any cause which the Village shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the Village may reasonably decide. The Contractor must provide the Village with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the Work for any reason will be an extension of time to complete the Work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Village through its employees. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

2.3 At least ten (10) days prior to reaching substantial completion under a Village issued Task Order, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable Task Order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this

Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

Article 3. PAYMENT & CHANGE ORDER PROCEDURES AND LIENS

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month, and all materials installed for the project identified in the Village issued Task Order. The invoices shall be consistent with the Village issued Task Order and shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Unless otherwise agreed in the Village issued Task Order, the Village shall retain five percent (5%) of Contractor's invoice(s) until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "C"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached including any supplemental information, plans, or drawings. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval

or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor. However, all Changer Orders shall contain the following provision:

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

3.4 Final Payment. Upon final completion and acceptance of all of the Work set forth in the Village issued Task Order and in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since the account for the applicable Village issued Task Order will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project,

or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 Village's Property Not Subject to Liens. The right, title and interest of the Village in real property owned or controlled by the Village or any portion thereof ("Village's Property), shall not be subject to liens or claims of liens for any Work performed by the Contractor or anyone utilized by the Contractor in performance of the Work including, but not limited to, claims of lien as provided in Chapter 713.10, Florida Statutes. The Contractor shall keep the Village's Property free from all such liens or claims of lien relating to the Work performed, materials furnished, or obligations incurred by the Contractor, and the Contractor shall protect, indemnify, hold harmless, and defend the Village of and from any and all loss, cost, damage, liability and expense, including reasonable attorney's fees and costs, arising out of or related to any such liens or claims of lien. If a lien or claim of lien is made or filed against the Village's Property relating to the Work performed, materials furnished, or obligations incurred by the Contractor, the Contractor shall have a reasonable time (not to exceed thirty (30) days) to remove the lien or claim of lien. Failure to do so, may result in termination of this Contract and any Village issued Task Order(s).

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

4.1 The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the Work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and authorized or permitted under federal, state and local law to perform such Work. The Contractor shall furnish all Work in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to the Work of this kind. The Contractor shall comply with all applicable laws in the provision of all Work under this Contract. The Contractor agrees that it is fully responsible to the Village for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Village. 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 subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Village to Contractor of the cause for such replacement. All Work performed by a subcontractor will be at cost to the Village without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any Work. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

4.2 No relationship of employer or employee is created by this Contract or any Contract Document; 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 Work for Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 5. INDEMNITY, INSURANCE AND WARRANTY.

5.1 The Contractor agrees to assume all liability for and indemnifies, holds harmless, and defends the Village, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract Documents. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any Work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits
Professional Liability / Errors and Omissions (for any design services)	$1,000,000 per occurrence

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 Work. 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 Contract.

5.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

5.4 Unless the Village issued Task Order, the Contractor's proposal thereto, or the applicable manufacturer provides a long warranty period, the warranty provision set forth in the sample Task Order attached hereto as Exhibit "A") shall apply to all Work provided by the Contractor to the Village under a Village issued Task Order. The Contractor shall provide the Village any and all manufacturers' warranties for the Work being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement under said warranty.

Article 6. TERMINATION.

6.1 **TERMINATION BY VILLAGE:** The Village may terminate a Village issued Task Order, this Contract, and/or the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled Workers or proper materials;
- **(b)** fails to timely prosecute the Work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;
- **(e)** fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- **(f)** otherwise is in breach of a provision of the Contract Documents.

The foregoing shall be considered an "event of default". If any of the above event(s) of default exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor written notice of the event(s) of default and a reasonable timeframe to cure the event(s) of

default and which timeframe has expired, terminate the Village issued Task Order, this Contract, and/or the Contract Documents and may:

(a) take possession of the project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The timeframe to cure an event(s) of default shall be reasonable but in no event shall exceed thirty (30) days unless agreed in writing by the Village based on the good faith efforts of the Contractor to cure the event(s) of default.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the Work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate a Village issued Task Order, the Contract, and/or Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 7. MISCELLANEOUS.

7.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Additional Work, changes to Village issued Task Order's price and/or time, is subject to the Village's prior written approval as set forth herein. The Contractor has no authority to approve

such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the price or time.

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

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

7.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

7.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.

7.11 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 Work.

(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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the Work. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

7.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.13 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.

7.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN**

CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

7.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

7.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

7.17 COMPLIANCE WITH SECTION 787.06. By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

7.18 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

7.19 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

7.21 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the Work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the Work authorization status of all the subcontractors' newly hired employees.

7.22 Except as otherwise provided herein, any formal notice required to be given under the Contract

Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

7.23 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

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

7.25 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of all Work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the Work and other persons who may be affected thereby; the Work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the Work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the Work, which is not attributable directly to the Village's owns acts or omissions.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this non-exclusive Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: Waypoint Contracting, Inc

By: _____
Print Name: Manuel A. Vecin
Print Title: Vice President

WAYPOINT CONTRACTING INC CORPORATE SEAL 2016 FLORIDA

[Corporate Seal]

STATE OF Florida)
COUNTY OF Miami-Dade)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of September 2025, by Manuel Vecin, as the V.P. [title] of Waypoint Contracting, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

_____
Notary Public Signature
Tanya Ramos.

[Notary Seal]

Notary Public State of Florida
Tanya Ramos
My Commission
HH 263776
Exp. 5/11/2026

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of September, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and RMJ Contractors Inc., a Florida corporation or company authorized to do business in the State of Florida with its primary office located at 17715 Bridle Ct, Jupiter FL 33478 ("Contractor").

WHEREAS, the Village issued a Request for Proposals to pre-qualify contractors for various minor construction public works projects (No. 2025R-004) ("RFP"); and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the Village desires to award the RFP to the Contractor on a non-exclusive basis; and

WHEREAS, the Village's award of this Contract to the Contractor pre-qualifies the Contractor to be eligible for award of various minor construction public works projects but does not guarantee any work; and

WHEREAS, the Village finds entering this Contract with the Contractor for pre-qualification for award of various minor construction public works projects serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS AND GENERAL ADMINISTRATION.

1.1 **Contract Documents**. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the RFP, the Contractor's responsive proposal to the RFP (which is incorporated herein by reference); and any duly executed and issued Task Orders, Change Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Task Orders, Change Orders, or amendments thereto or amendments to this Contract
Second Priority:	This Contract
Third Priority:	The RFP
Fourth Priority:	The Contractor's responsive proposal to the RFP.

1.2 **Work**. The term "Work" as used herein and the other Contract Documents shall include all of the Contractor's services (including any design services), equipment, and/or materials to be provided to the Village under a Village issued Task Order.

1.3 **Contract Administrator**. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager, the Public Works Director, or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Purchasing Code).

1.4 **Contract Price**. The total Contract Price will be the total of each Village issued Task Order (if any). The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the Work under this Contract unless such cost is set forth in a Village issued Task Order or the Contractor receives prior written approval from the Village's Contract Administrator to incur additional costs.

1.5 **Task Orders**. This non-exclusive Contract does not guarantee that the Village will utilize the Contractor in any capacity or for any Work hereunder. When the Village identifies a need for the Contractor's Work, the Village will request a proposal from the Contractor to provide the Work requested. The Village will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor's proposal shall be submitted in the format of the sample Task Order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the Contractor's proposal and shall be based on the unit prices set forth in the Contractor's proposal submitted in response to the RFP, which unit prices are attached hereto 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 Task Order to the Contractor. Depending on the lump sum amount of each Task Order, the Task Order may be awarded by the Village Manager (if within Village Manager's purchasing authority (currently not to exceed $50,000)) or the Village Council. If the Task Order is approved by the Village, the Contractor shall commence the identified Work upon the Village's approval of the Village issued Task Order 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 plans and/or specifications provided by the Village to the Contractor.

1.6 **Term**. The term of this Contract shall be for an initial period of two (2) years with the possibility of three (3) one (1) year renewals options unless earlier terminated as stated herein. The option(s) to renew may be exercised by the Village Manager.

1.7 **Unit Prices**. The Contractor's Unit Prices set forth as **Exhibit "B"** shall remain fixed for the first two (2) years of this Contract. If due to applicable price escalations and/or reductions which impact the Contractor's Unit Prices, the Village and Contractor may execute a written amendment to this Contract to establish new Unit Prices for the renewal term(s). The Village Manager may approve changes in the Unit Prices based on the recommendation of the Village's Public Works Director or designee.

Article 2. CONTRACT TIME, DELAYS, PUNCHLIST.

2.1 Contract Time. Final completion of the Work and all punch-list items (if any) shall be within the time frame as set forth in each Village issued Task Order for each project (if any).

2.2 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's request, the Village shall consider the facts and extent of any such delay and failure to timely perform the Work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the Village, the time of completion shall be extended for any reasonable time that the Village may reasonably decide; subject to the Village's rights to change, terminate, or stop any or all of the Work at any time. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Village or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the Village, or by changes ordered by the Village or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the Village pending negotiation or by any cause which the Village shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the Village may reasonably decide. The Contractor must provide the Village with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the Work for any reason will be an extension of time to complete the Work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the Village through its employees. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

2.3 At least ten (10) days prior to reaching substantial completion under a Village issued Task Order, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective Work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents (or applicable Task Order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this

Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

Article 3. PAYMENT & CHANGE ORDER PROCEDURES AND LIENS

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month, and all materials installed for the project identified in the Village issued Task Order. The invoices shall be consistent with the Village issued Task Order and shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Unless otherwise agreed in the Village issued Task Order, the Village shall retain five percent (5%) of Contractor's invoice(s) until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "C"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached including any supplemental information, plans, or drawings. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), including but not limited to, the cost of the additional Work.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval

or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor. However, all Changer Orders shall contain the following provision:

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER. By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

3.4 Final Payment. Upon final completion and acceptance of all of the Work set forth in the Village issued Task Order and in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since the account for the applicable Village issued Task Order will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project,

or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 Village's Property Not Subject to Liens. The right, title and interest of the Village in real property owned or controlled by the Village or any portion thereof ("Village's Property), shall not be subject to liens or claims of liens for any Work performed by the Contractor or anyone utilized by the Contractor in performance of the Work including, but not limited to, claims of lien as provided in Chapter 713.10, Florida Statutes. The Contractor shall keep the Village's Property free from all such liens or claims of lien relating to the Work performed, materials furnished, or obligations incurred by the Contractor, and the Contractor shall protect, indemnify, hold harmless, and defend the Village of and from any and all loss, cost, damage, liability and expense, including reasonable attorney's fees and costs, arising out of or related to any such liens or claims of lien. If a lien or claim of lien is made or filed against the Village's Property relating to the Work performed, materials furnished, or obligations incurred by the Contractor, the Contractor shall have a reasonable time (not to exceed thirty (30) days) to remove the lien or claim of lien. Failure to do so, may result in termination of this Contract and any Village issued Task Order(s).

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

4.1 The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the Work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and authorized or permitted under federal, state and local law to perform such Work. The Contractor shall furnish all Work in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to the Work of this kind. The Contractor shall comply with all applicable laws in the provision of all Work under this Contract. The Contractor agrees that it is fully responsible to the Village for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Village. 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 subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Village to Contractor of the cause for such replacement. All Work performed by a subcontractor will be at cost to the Village without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any Work. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

4.2 No relationship of employer or employee is created by this Contract or any Contract Document; 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 Work for Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 5. INDEMNITY, INSURANCE AND WARRANTY.

5.1 The Contractor agrees to assume all liability for and indemnifies, holds harmless, and defends the Village, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of the Contract Documents. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision (at all trial and appellate levels). This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any Work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits
Professional Liability / Errors and Omissions (for any design services)	$1,000,000 per occurrence

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 Work. 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 Contract.

5.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

5.4 Unless the Village issued Task Order, the Contractor's proposal thereto, or the applicable manufacturer provides a long warranty period, the warranty provision set forth in the sample Task Order attached hereto as Exhibit "A") shall apply to all Work provided by the Contractor to the Village under a Village issued Task Order. The Contractor shall provide the Village any and all manufacturers' warranties for the Work being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement under said warranty.

Article 6. TERMINATION.

6.1 **TERMINATION BY VILLAGE:** The Village may terminate a Village issued Task Order, this Contract, and/or the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled Workers or proper materials;
- **(b)** fails to timely prosecute the Work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;
- **(e)** fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- **(f)** otherwise is in breach of a provision of the Contract Documents.

The foregoing shall be considered an "event of default". If any of the above event(s) of default exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor written notice of the event(s) of default and a reasonable timeframe to cure the event(s) of

default and which timeframe has expired, terminate the Village issued Task Order, this Contract, and/or the Contract Documents and may:

(a) take possession of the project site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The timeframe to cure an event(s) of default shall be reasonable but in no event shall exceed thirty (30) days unless agreed in writing by the Village based on the good faith efforts of the Contractor to cure the event(s) of default.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the Work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

6.2 TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate a Village issued Task Order, the Contract, and/or Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 7. MISCELLANEOUS.

7.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Additional Work, changes to Village issued Task Order's price and/or time, is subject to the Village's prior written approval as set forth herein. The Contractor has no authority to approve

such changes and has no authority to waive the requirement of prior written authorization for extra Work, changes in the price or time.

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

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

7.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

7.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.

7.11 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 Work.

(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 Contractor 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 Contractor or keep and maintain public records required by the Village to perform the Work. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

7.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

7.13 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.

7.14 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN**

CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

7.15 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

7.16 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

7.17 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

7.18 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

7.19 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

7.21 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the Work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the Work authorization status of all the subcontractors' newly hired employees.

7.22 Except as otherwise provided herein, any formal notice required to be given under the Contract

Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

7.23 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

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

7.25 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of all Work. This includes being responsible for all precautions for safety of, and reasonable protection to prevent damage, injury or loss to employees performing the Work and other persons who may be affected thereby; the Work, materials and equipment incorporated therein; and other property, equipment or materials at the site or adjacent thereto including, without limitation, trees, shrubs, lawns, sidewalks, pavements, roadways or structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall comply with and give all notices required by applicable laws, statutes, ordinances, rules and regulations bearing on safety of persons or property, or their protection from damage, injury or loss. The Contractor shall implement, erect and maintain reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards reasonably related to the Work or which could arise therefrom. The Contractor shall promptly remedy damage and loss (other than covered by applicable insurance) caused in whole or in part by the Contractor or anyone directly or indirectly employed by or utilized by the Contractor in the performance of the Work, which is not attributable directly to the Village's owns acts or omissions.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this non-exclusive Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

[Corporate Seal]

CONTRACTOR: RMJ CONTRACTORS INC

By: _____
Print Name: RICARDO OLIVEROS
Print Title: SECRETARY

STATE OF Palm Beach)
COUNTY OF Florida)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 17th day of September 2025, by RICARDO OLIVEROS, as the SECRETARY [title] of RMJ CONTRACTORS, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind RMJ CONTRACTORS to the same.

_____
Notary Public Signature

[Notary Seal]

Notary Public State of Florida
Samantha Casanova
My Commission HH 621834
Expires 12/16/2028

EXHIBIT "A"
(Sample Task Order)

TASK ORDER NO._____

THIS TASK ORDER for Minor Construction ("Task Order") is made on the _____ day of _____, 202__, between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and _____, a corporation or company authorized to do business in State of Florida ("Contractor").

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials, and equipment ("Work") as identified herein related to the Minor Construction of _____ ("Project"). The Project is more specifically described in the Contractor's Proposal; in the plans prepared by _____, dated _____, which plans are incorporated herein by reference.

2.0 Scope

Under this Task Order, the Contractor will provide the Village with all Work for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1".**

3.0 Schedule and Liquidated Damages

Substantial completion of all Work under this Task Order shall be within _____ **calendar days** from the Effective Date of this Task Order. Final completion of all Work (and all punch-list items (if any)) under this Task Order shall be within _____ **calendar days** from the Effective Date of this Task Order. The Effective Date of this Task Order is the date following the parties' execution of this Task Order and the Village's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the Village. Substantial completion occurs when the Work has progressed to the point where, in the opinion of the Village, the Work is sufficiently complete in accordance with the Contract Documents and this Task Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all Work (including punch-list items) has been completed and the project becomes fully operational and accepted by the Village.

Liquidated Damages. The Village and Contractor recognize that time is of the essence under this Task Order and the Contract Documents, and that the Village will suffer financial loss if the Work described in this Task Order and the Contract Documents is not completed within the times specified in this Task Order. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village _____ hundred dollars ($_____.00) for each day that expires after the time(s) specified in this Task Order.

4.0 Compensation and Direct Purchases

This Task Order is issued for a lump sum, not to exceed amount of $_____ (_____). The attached proposal identifies all costs and expenses included in the

lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Task Order by the Village: _____ _____.*

* If Direct Purchases are to be made, provisions will need to be added to this Task Order to address the process for all Direct Purchases.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone:_____; email: _____; and, the Project Manager for the Village is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Task Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Task Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated Task Order price within the Task Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFP; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Task Order price, within the Task Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the Village's Contract Administrator written notice of all conflicts, errors

or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Village or its designee is acceptable to the Contractor.

8.0 Contractor's Warranty

8.1 The Contractor warrants and guarantees to the Village that all Work provided under this Task Order will be in accordance with this Task Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Task Order shall be free from defects for one (1) year from the final completion of all Work (unless a longer manufacturer warranty applies); (b) all Work performed under this Task Order will be free from defects for one (1) year from the final completion of all Work and the Project shall be fully operational without unreasonable downtime or failures; and (c) that the Work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the Village discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Village or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Village or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Village's notice or the Contractor's discovery of the same, the Village may undertake such corrective action at the Contractor's expense.

9.0 Authorization and Conflict

9.1 This Task Order is issued pursuant to the Contract for Minor Construction (RFP #2025R-004) between the Village and the Contractor, dated _____, ("Contract"). If there are any conflicts between the terms and conditions of this Task Order and the Contract, the terms and conditions of this Task Order shall prevail; provided that if the Contractor's proposal attached hereto as **Exhibit "1"** contains any terms or conditions in conflict with the Contract, the Contract's terms and conditions shall prevail. This Task Order shall not become effective until approved by and executed by the Village Manager or approved by the Village Council and executed by the Mayor. The Village Manager only has approval authority of up to $50,000.

IN WITNESS WHEREOF, the Village and Contractor have caused this Task Order #_____ pursuant to the Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _//SAMPLE DO NOT SIGN//____
Michael Bornstein, Village Manager

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: _____

By: _//SAMPLE DO NOT SIGN//____

Print Name: _____

[Corporate Seal]

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of_____, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "1" TO SAMPLE TASK ORDER
(CONTRACTOR's PROPOSAL)

EXHIBIT "B"
CONTRACTOR PROPOSAL'S UNIT PRICES

EXHIBIT "C"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Task Order Number: _____

Change Order Effective Date: _____ *[TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Task Order Time: _____ (Work days)

Description of Change as requested by Owner:

_____
_____
_____
_____

Price of Original Task Order: $_____

Current Price of Task Order (including prior Change Orders): $_____

Price of Current Task Order: $_____

New Task Order Price: $_____**

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ Work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

** If the new Task Order Price exceeds $200,000, the Village reserves the right to require the Contractor to obtain a public construction bond pursuant to section 255.05, Florida Statues, which bond will be paid for by the Village as a direct pass through cost.

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

_____ _____ _____
Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____
_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to Task Order No. ___ for the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Police Department

ITEM #7: Resolution No. 2025-58 Approval of a Best Interest with Gerelcom, Inc. for the Access Control for the Police Department Expansion and Vehicle Gate – PD Expansion Project

SUMMARY: The Police Department has a need to control and restrict access to specified work areas throughout the Police Department, as well as the ability for the documentation of the persons accessing these areas. As part of the Police Department's building expansion, an upgraded access control system is required to maintain and expand enhanced security measures and facilitate full integration with the existing Velocity Access Control System. Staff recommends that the Council authorize approval of the proposal submitted by Gerelcom, Inc. for the installation and integration of the expanded access control system, inclusive of both the building expansion and the vehicle gate security upgrades.

Gerelcom, Inc. has provided a proposal to furnish and install all necessary cabling, hardware, and the integration services to expand access control capabilities to (24) twenty-four additional doors and a vehicle gate. The proposed quote was prepared by Gerelcom Inc, and reviewed by the Information Technology Director, Police Chief, and Finance Director.

To ensure the standardization of access control systems throughout the Village, staff recommended Gerelcom Inc, our current Vendor for Access Control. The Village has worked with the proposed vendor previously, and they have provided excellent service and quality solutions.

The Village's Purchasing Policy, Section 4.8 - Best Interest (Waiver), provides that the Village may approve the best interest acquisition and waive the competitive selection procedures in the Purchasing Code as outlined in the Procurement Policy. This provision may not be used to contract for goods or services for which such contract would exceed the limits set forth in F.S. §287.055 or 255.20, as amended.

FISCAL IMPACT:
Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund - Buildings. The total purchase cost will be $125,073.00.

ATTACHMENTS:
1. Resolution No. 2025-58 - Best Interest Gerelcom (1)
2. Gerelcom Proposal
3. Contract for Minor Construction Gerelcom 9.19.2025
4. Contract for Minor Construction Gerelcom 9.19.2025 (1)

RESOLUTION NO. 2025-58

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING A BEST INTEREST ACQUISITION AND CONTRACT FOR MINOR CONSTRUCTION WITH GERELCOM, INC. FOR AN UPDATED ACCESS CONTROL SYSTEM FOR THE POLICE DEPARTMENT EXPANSION AND POLICE DEPARTMENT VEHICLE GATE; AND PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE.

WHEREAS, the Police Department has a need to control and restrict access to specified work areas throughout the Police Department, as well as the ability for the documentation of the persons accessing these areas; and

WHEREAS, an upgraded access control system is required to maintain and expand enhanced security measures and facilitate full integration with the existing Velocity Access Control System; and

WHEREAS, the Village requested and Gerelcom, Inc., the Village's current vendor for access control issues, provided a proposal to furnish and install all necessary cabling, hardware, and the integration services to expand access control capabilities to (24) twenty-four additional doors and a vehicle gate at the Police Department expanded building; and

WHEREAS, to ensure the standardization of access control systems throughout the Village, staff recommends approval of the contract for minor construction with Gerelcom, Inc., as a best interest acquisition; and

WHEREAS, the Village Council finds approving the contract with Gerelcom, Inc., as a best interest acquisition serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference.

Section 2: The Village Council approves the contract for minor construction services with Gerelcom, Inc., for $125,073.00 for access control system upgrade for the Police Department Building Expansion and the Police Department vehicle gate as a

best interest acquisition. The Mayor or designee is hereby authorized to execute said contract.

Section 3: This Resolution shall become effective immediately upon its passage.

Council Member_____offered the foregoing Resolution. Council Member_____seconded the motion, and upon being put to the vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR			
KIM SCHMITZ, VICE MAYOR			
GARY READY, MAYOR PRO TEM			
JOHNNIE TIECHE, COUNCIL MEMBER			
PATTI WALLER, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 25th day of SEPTEMBER 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

GERELCOM

VOICE / DATA-FIBER

ACCESS CONTROL/CCTV/SOUND MANAGEMENT

Customer First

Proposal #258208

9/11/2025

Attn: Greg Siefker

Village of Palm Springs
Greg Siefker <gregsiefker@gmail.com>

RE: Village of Palm Springs Police Building Expansion and Vehicle Gate – Access Control

Gerelcom, Inc. Proposes to furnish parts and labor for the following scope of work.

Scope of Installation: Install cabling and hardware for adding 24 doors to the existing Velocity Access Control System as per drawings dated 6/14/2024 with Revision date 8/19/2024 from Song & Associates.

- Includes Velocity licensing upgrade for adding 16 new doors to co-term with existing contract
- 4, Hirsch MX-8 Panel Enclosures w/ Back up batteries
- 32, MELM – Input Line Modules
- 24, Hirsch U-Trust TS Wallmount HF/LF Commercial Credential readers to match existing.
- 24, Door Contacts
- 4, eight door power supplies with battery backup.
- 5, door strikes.
- 5, request to exit PIR devices.
- Programing with end user after installation.
- Nedap UPASS vehicle tag reader with pole mount kit and weather shield.
- One MX-2 Hirsch controller.
- One 2N audio/video station, weatherproof.
- One Hirsch card reader.
- One pad mount reader pedestal with equipment housing, lockable. Same pedestal that was installed at the water treatment plant.
- All required underground copper cabling from the building to the Nedap, pedestal, and the gate motor.
- Licensing for Nedap and 2N audio/video station included.
- Concrete pads, required conduit, and 120 volt circuit by others.
- It is assumed that the Village of Palm Springs has vehicle tags existing on the PD vehicles. Therefore, these are not supplied in this proposal.

Exclusions:

- 120v AC Power in IT rooms provided by on site electrician.
- 24 - Request to Exit devices - should be provided by Division 8 Door Hardware.
- Patching and painting.
- Although Gerelcom Inc will be very careful with ceiling tiles and grids, we will not be held responsible for replacement or cost to repair.

The cost for the above proposal is …….$125,073.00

This proposal expires in 30 days.

Thank you,

Bill Heemskerk
Project Manager/Estimator

560 N.W. Enterprise Drive, Port St. Lucie, Florida 34986 * (772) 340-5998 * Fax (772) 340-3666
E-mail: bheemskerk@gerelco.com * Website: www.gerelco.com

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and **Gerelcom, Inc.**, a Florida corporation with its primary office located at 560 N.W. Enterprise Drive, Port St. Lucie, Florida, 34986 ("Contractor").

WHEREAS, the Village Police Department obtained a quote from the Contractor for all goods and services necessary to provide an updated access control system for the Police Department building expansion and for its vehicle gate ("Project"); and

WHEREAS, the Village desires accept the Contractor's quote for the Project; and

WHEREAS, the Village finds entering this Contract with the Contractor for all work set forth herein serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the Contractor's quote (which is attached hereto as **Exhibit "A"**); and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	Contractor's quote (Exhibit "A")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Procurement Code).

1.3 Contract Price. The total Contract Price is **$125,073.00 (One Hundred Twenty-Five Thousand Seventy-Three Dollars).** The Village shall not reimburse the Contractor for any additional

costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the Village's Contract Administrator. The Contract price shall be payable in accordance with paragraph 3 of this Contract.

1.4 Work. The Work under the Contract Documents shall consist of all goods and services set forth in the Contractor's quote (Exhibit "A").

Article 2. CONTRACT TIME; PUNCH-LIST; LIQUIDATED DAMAGES.

2.1 Substantial completion of the Work shall be within ___ **calendar days** from the notice to proceed or Village issued purchase order. Final completion of all Work and all punch-list items (if any) shall be within ___ **calendar days** from the notice to proceed or Village issued purchase order.

2.2 At least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

2.3 **Liquidated Damages. The Village and Contractor recognize that time is of the essence of this Contract and that the Village will suffer financial loss if the Work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village _____ Dollars ($___.00) for each day that expires after the times specified in paragraph 2.1 above.**

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month and all materials installed for the Project. The invoices shall be consistent with the Contractor's quote (Exhibit "A"). The Contractor's invoices shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 The Village shall retain ___% of Contractor's invoice until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "B"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), the cost of the additional Work and/or revised Work, the Contractor's Fee (if applicable), and all necessary documents for permitting including, but not limited to, engineered drawings, specifications, and product approvals.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment

consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor.

3.4 Final Payment. Upon final completion and acceptance of all of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

There are no identified subcontractors for the Project. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under

federal, state and local law to perform such work.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 If applicable, the Contractor has given the Village Contract Administrator written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof (if any) by the Village is acceptable to the Contractor.

Article 6. INDEMNITY, INSURANCE AND WARRANTY.

6.1 The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor’s liability hereunder shall include all attorney’s fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6.2 Prior to commencing any work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the 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 Contract.

6.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an

endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.4 Unless the Contractor's quote or the applicable manufacturer provides a long warranty period, the Contractor warrants and guarantees to the Village that all Work provided under the Contract Documents and all materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the final completion of the Work. The Contractor shall provide the Village any and all manufacturers' warranties for the goods and services being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement.

Article 7. INDEPENDENT CONTRACTOR.

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 shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 8. 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, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or the Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, 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 work and, if the Contractor's failure to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) 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. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract.

Article 9. TERMINATION.

A. TERMINATION BY VILLAGE: The Village may terminate the Contract and the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled workers or proper materials;
- **(b)** fails to timely prosecute the work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;

(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,

(f) otherwise is in breach of a provision of the Contract Documents.

If any of the above exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 10. MISCELLANEOUS.

10.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Village's prior written approval. The Contractor has no authority to approve such changes and has no

authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders

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

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

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Commission.

10.11 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 Contract and following completion of this Contract if the Contractor 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 Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.13 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.

10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall

not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.**

10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

10.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

10.18 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.20 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates 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.

10.21 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering

into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. Village and Contractor agree that the Village will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10.22 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

10.23 Except as otherwise provided herein, any formal notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

10.24 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this Contract for Minor Construction 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

CONTRACTOR: **Gerelcom, Inc.**

By: _____

Print Name: _____

[Corporate Seal]

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of **Gerelcom, Inc.**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Gerelcom, Inc.** to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "A"
(Contractor's Quote – one page)

EXHIBIT "B"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:
_____
_____
_____
_____
_____.

Price of Original Contract: $_____

Current Price of Contract (including prior Change Orders): $_____

Price of Current Change Order: $_____

New Contract Price: $_____

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

_____ _____ _____
Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____
_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and **Gerelcom, Inc.**, a Florida corporation with its primary office located at 560 N.W. Enterprise Drive, Port St. Lucie, Florida, 34986 ("Contractor").

WHEREAS, the Village Police Department obtained a quote from the Contractor for all goods and services necessary to provide an updated access control system for the Police Department building expansion and for its vehicle gate ("Project"); and

WHEREAS, the Village desires accept the Contractor's quote for the Project; and

WHEREAS, the Village finds entering this Contract with the Contractor for all work set forth herein serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the Contractor's quote (which is attached hereto as **Exhibit "A"**); and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, 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:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	Contractor's quote (Exhibit "A")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Procurement Code).

1.3 Contract Price. The total Contract Price is **$125,073.00 (One Hundred Twenty-Five Thousand Seventy-Three Dollars).** The Village shall not reimburse the Contractor for any additional

costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the Village's Contract Administrator. The Contract price shall be payable in accordance with paragraph 3 of this Contract.

1.4 Work. The Work under the Contract Documents shall consist of all goods and services set forth in the Contractor's quote (Exhibit "A").

Article 2. CONTRACT TIME; PUNCH-LIST; LIQUIDATED DAMAGES.

2.1 Substantial completion of the Work shall be within ___ **calendar days** from the notice to proceed or Village issued purchase order. Final completion of all Work and all punch-list items (if any) shall be within ___ **calendar days** from the notice to proceed or Village issued purchase order.

2.2 At least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

2.3 **Liquidated Damages. The Village and Contractor recognize that time is of the essence of this Contract and that the Village will suffer financial loss if the Work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village _____ Dollars ($___.00) for each day that expires after the times specified in paragraph 2.1 above.**

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month and all materials installed for the Project. The invoices shall be consistent with the Contractor's quote (Exhibit "A"). The Contractor's invoices shall be submitted to:

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

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 The Village shall retain ___% of Contractor's invoice until final completion of the Project.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "B"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related extension of the Contract Time), the cost of the additional Work and/or revised Work, the Contractor's Fee (if applicable), and all necessary documents for permitting including, but not limited to, engineered drawings, specifications, and product approvals.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment

consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor.

3.4 Final Payment. Upon final completion and acceptance of all of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

There are no identified subcontractors for the Project. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under

federal, state and local law to perform such work.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 If applicable, the Contractor has given the Village Contract Administrator written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof (if any) by the Village is acceptable to the Contractor.

Article 6. INDEMNITY, INSURANCE AND WARRANTY.

6.1 The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor’s liability hereunder shall include all attorney’s fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

6.2 Prior to commencing any work, 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
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the 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 Contract.

6.3 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an

endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.4 Unless the Contractor's quote or the applicable manufacturer provides a long warranty period, the Contractor warrants and guarantees to the Village that all Work provided under the Contract Documents and all materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the final completion of the Work. The Contractor shall provide the Village any and all manufacturers' warranties for the goods and services being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement.

Article 7. INDEPENDENT CONTRACTOR.

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 shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. 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.

Article 8. 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, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or the Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, 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 work and, if the Contractor's failure to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) 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. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract.

Article 9. TERMINATION.

A. TERMINATION BY VILLAGE: The Village may terminate the Contract and the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled workers or proper materials;
- **(b)** fails to timely prosecute the work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;

(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,

(f) otherwise is in breach of a provision of the Contract Documents.

If any of the above exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,

(b) finish the Work by whatever reasonable method the Village may deem expedient.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;

(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit or any other indirect or consequential costs or damages.

Article 10. MISCELLANEOUS.

10.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Village's prior written approval. The Contractor has no authority to approve such changes and has no

authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders

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

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

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

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

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Commission.

10.11 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 Contract and following completion of this Contract if the Contractor 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 Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

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

10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.13 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.

10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall

not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.**

10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

10.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

10.18 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.20 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates 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.

10.21 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering

into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. Village and Contractor agree that the Village will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10.22 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

10.23 Except as otherwise provided herein, any formal notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

10.24 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract 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 Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Village and Contractor have caused this Contract for Minor Construction 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

CONTRACTOR: **Gerelcom, Inc.**

By: _____

Print Name: _____

[Corporate Seal]

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of **Gerelcom, Inc.**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Gerelcom, Inc.** to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "A"
(Contractor's Quote – one page)

EXHIBIT "B"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:
_____
_____
_____
_____
_____.

Price of Original Contract: $_____

Current Price of Contract (including prior Change Orders): $_____

Price of Current Change Order: $_____

New Contract Price: $_____

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

_____ _____ _____
Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____
_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Finance

ITEM #8: Establish Budget for Fiscal Year 2025-2026

SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY 25-26) beginning October 1, 2025, and ending September 30, 2026. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 25/26) as well as other related financial information:

- The gross taxable value of all properties within the Village for the fiscal year (FY 25/26) is $2,286,141,380, an increase of $214,431,812 over the fiscal year (FY 24/25).

- The rolled-back rate is calculated at 3.6754 per 1,000 taxable values. The Village's fiscal year (FY 25/26) operating millage for the General Fund is $3.50 per $1,000 of the taxable value, or a decrease of 1.12% below the rolled-back rate, (At 100% collection, the expected operating millage is expected to generate $8,001,494). In ad-valorem tax revenue, however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be $7,681,435.

- The total taxable value within the Village to calculate the debt service millage rate is $2,286,141,380; thus, the proposed millage rate required to pay the Village's general obligation debt for the fiscal year (FY 25/26) is $0.1922 per $1,000 of taxable value. That is a decrease of 0.0199 from the fiscal year (FY 25/26).

- The combined millage rate for the fiscal year (FY 25/26) (3.5000 operating + 0.1922 debt = 3.6922 total mills) is .0199 mills lower than the combined approved millage rates for the fiscal year (FY 25/26) (3.5000 operating + 0.1922 debt = 3.6922 total mills).

- The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for the fiscal year (FY 25/26) is $166,959,558. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate — a proposed $3.50 per $1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is $904,300. However, the Village budgets at a 95% collection ratio; thus,

- The proposed budgeted increment/revenue expected is ($859,085). This is the sixth year the Village has had the Palm Springs CRA.

Ordinance No. 2025–08 establishes the millage rates for the fiscal year (FY 25/26). The proposed fiscal year (FY 24/25) millage rate ordinance was approved on the first reading on September 11, 2025. The proposed fiscal year (FY 25/26) millage rate ordinance is presented to the Village Council for consideration on the 2nd and final reading.

Note: Ordinance No. 2025-08 was presented to the Council for the First Reading on September 11, 2025. It was publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

FISCAL IMPACT:
Establishes the final operating millage rate, debt service millage rate, and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year (FY 25/26).

ATTACHMENTS:
1. Ordinance No. 2025-08 - Establish Millage Rate FY 25-26
2. DR420
3. DR-420DEBT
4. DR420MMP-2025-688
5. DR420TIF-2025-688

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL LEVY OF AD VALOREM TAXES IN AND FOR THE VILLAGE OF PALM SPRINGS, FLORIDA FOR FY 25/26; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, has held two (2) public hearings as required by section 200.065, Florida Statutes, for the adoption of the Fiscal Year 25/26 (commencing October 1, 2025 and ending September 30, 2026) final millage rates; and

WHEREAS, the real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for nonexempt valuation of $2,195,209,535 and the tangible personal property for nonexempt valuation of $90,931,845, for a total gross taxable value for operating purposes of $2,286,141,380; and,

WHEREAS, the Village Council of the Village of Palm Springs, Florida, finds adopting the final millage rates as set forth herein serves a valid public purpose.

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

Section 1. The FY 25/26 operating millage rate for the Village of Palm Springs is hereby levied in the amount of $3.5000 mills which is a 1.12% decrease over the rolled-back rate of $3.6754. The general obligation debt service millage rate is hereby levied in the amount of $0.1922 mills, for a total of $3.6922 mills of nonexempt valuation of real and personal property within the Village.

Section 2. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration

shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member_____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council for the Village of Palm Springs, Florida, on second reading, on this _____day of _____ 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 2,195,209,535			(1)
2.	Current year taxable value of personal property for operating purposes	$ 90,931,845			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 2,286,141,380			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 70,454,117			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 2,215,687,263			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 2,071,054,652			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☑ YES	☐ NO	Number 1	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/26/2025 8:34:37 AM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	3.5000 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 7,248,691	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ -0-	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 7,248,691	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 243,471,821	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 1,972,215,442	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	3.6754 per $1000	(16)
17.	Current year proposed operating millage rate	3.5000 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 8,001,495	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County	☐ Independent Special District	(19)
		☑ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 7,248,691	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	3.6754 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 8,402,484	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 8,001,495	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	3.5000 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	-4.77 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/11/2025	6:30 PM EST	226 Cypress Lane Palm Springs 33461

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority	Date : 7/17/2025 1:45:05 PM
Title : Michael Bornstein - Village Manager	Contact Name and Contact Title : Mara Frederiksen - Finance Director
Mailing Address : 226 Cypress Lane,	Physical Address : 226 Cypress Lane, Palm Springs Florida 33461
City, State, Zip : Palm Springs Florida 33461	Phone Number : (561) 584-8200, ext. 8441 / Fax Number :

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Voted, Debt
Levy Description : Village of Palm Springs - Voted, Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 2,199,545,386	(1)
2.	Current year taxable value of personal property for operating purposes	$ 90,931,845	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 0	(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 2,290,477,231	(4)

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/26/2025 8:34:37 AM

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.1922 per $1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	-0- per $1,000	(6)

SIGN HERE

Taxing Authority Certification — I certify the proposed millages and rates are correct to the best of my knowledge.

Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority		Date : 7/17/2025 1:45:05 PM
Title : Michael Bornstein - Village Manager	Contact Name and Contact Title : Mara Frederiksen - Finance Director	
Mailing Address : 226 Cypress Lane,	Physical Address : 226 Cypress Lane, Palm Springs Florida 33461	
City, State, Zip : Palm Springs Florida 33461	Phone Number : (561) 584-8200, ext. 8441	Fax Number :

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value,* or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any
- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at **http://floridarevenue.com/property/Pages/TRIM.aspx**

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.6754 per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2024 Form DR-420MM, Line 13	5.3011 per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000 per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$ 2,071,054,652	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$ 10,978,868	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$ 10,978,868	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$ 1,972,215,442	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	5.5668 per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	5.5668 per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***	1.0451	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	5.8179 per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	6.3997 per $1,000	(14)
15.	Current year proposed millage rate	3.5000 per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)		(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16).***	5.8179 per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 2,286,141,380	(18)

Continued on page 2

Taxing Authority : Village of Palm Springs - Operating	DR-420MM-P R. 5/12 Page 2

19.	Current year proposed taxes ***(Line 15 multiplied by Line 18, divided by 1,000).***	$ 8,001,495	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000).***	$ 13,300,542	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year proposed taxes ***(Line 19 plus Line 21).***	$ 8,001,495	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P).***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23).***	$ 13,300,542	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority	Date : 7/17/2025 1:45:05 PM
Title : Michael Bornstein - Village Manager	Contact Name and Contact Title : Mara Frederiksen - Finance Director
Mailing Address : 226 Cypress Lane,	Physical Address : 226 Cypress Lane, Palm Springs Florida 33461
City, State, Zip : Palm Springs Florida 33461	Phone Number : (561) 584-8200, ext. 8441 / Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2025 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2024 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2024 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Palm Beach
Principal Authority : Village of Palm Springs	Taxing Authority : Village of Palm Springs - Operating
Community Redevelopment Area : Village of Palm Springs CRA	Base Year : 2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 532,625,477	(1)
2.	Base year taxable value in the tax increment area	$ 289,153,656	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 243,471,821	(3)
4.	Prior year Final taxable value in the tax increment area	$ 455,886,884	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 166,733,228	(5)

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/26/2025 8:34:37 AM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 243,471,821	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 0	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE

Taxing Authority Certification — **I certify the calculations, millages and rates are correct to the best of my knowledge.**

Signature of Chief Administrative Officer : Electronically Certified by Principal Taxing Authority	Date : 7/17/2025 1:45:05 PM	
Title : Michael Bornstein - Village Manager	Contact Name and Contact Title : Mara Frederiksen - Finance Director	
Mailing Address : 226 Cypress Lane,	Physical Address : 226 Cypress Lane, Palm Springs Florida 33461	
City, State, Zip : Palm Springs Florida 33461	Phone Number : (561) 584-8200, ext. 8441	Fax Number :

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

"Tax increment value" is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

"Dedicated increment value" is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

"Specific proportion," used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.

  Section.163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.

- Example 2.

  Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Finance

ITEM #9: Adopt FY 2025-2026 Budget

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for $87,934,040 for the Fiscal Year (FY) beginning October 1, 2025, and ending September 30, 2026. The proposed budget includes the following funds:

General Fund	$42,754,000
American Rescue Plan Fund	$0.00
Palm Springs CRA	$3,729,071
Debt Service Fund	$420,836
Water & Sewer Enterprise Fund	$39,462,691
Stormwater Enterprise Fund	$1,592,442
Total	$87,934,040

The Village Council held a budget workshop on July 24th, 2025, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary will be advertised via the online legal advertising on September 21, 2025, and posted on the Village's website – www.vpsfl.org -- under state law. The complete budget is available in the Office of the Village Clerk for review.

FISCAL IMPACT:
The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

ATTACHMENTS:
1. Ordinance No. 2025-09 FY26 Annual Fund Budget
2. Budget Ad 2026
3. Final Budget Presentation PPT_First Reading

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 166.241(2), Florida Statutes, requires a municipality to adopt a budget each fiscal year that does not exceed the amount to be received from taxation and other revenue sources; and

WHEREAS, municipalities are required to adopt their budget by ordinance or resolution as specified in the municipality's charter; and

WHEREAS, section 200.065, Florida Statutes, requires two public hearings on the adoptions of municipal budget and all of the TRIM compliance measures have been achieved, including all advertising requirements; and,

WHEREAS, the Village Council of the Village of Palm Springs has determined that all requirements as set forth above have been met for the adoption of the Village Fiscal Year 2025-2026 budget and the adoption of this Ordinance serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Ordinance as true and correct findings of the Village Council.

Section 2. Budget Adopted. The appropriations for the fiscal year beginning October 1, 2025, in the amount of $87,934,040, as further described in Exhibit "A"

attached hereto and incorporated herein by reference, are hereby adopted as the Village's Fiscal Year 2025-2026 budget.

Section 3. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately.

Council Member _____ offered the foregoing Ordinance and moved for adoption. The motion was seconded by Council Member_____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, on this _____day of_____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2025-2026

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 5.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	**$7,690,435**		$859,085				$8,549,520
Voted Debt Service Ad Valorem Tax	**0.1922**				$420,836			$420,836
Sales and Use Taxes		**$1,067,300**						$1,067,300
Utility Service Taxes		**$3,875,131**						$3,875,131
Local Business Taxes		**$395,000**						$395,000
Permits and Fees		**$3,500,155**						$3,500,155
Intergovernmental Revenues		**$6,993,866**		$1,847,520				$8,841,386
Charges for Services		**$3,328,345**				$26,251,114	$532,442	$30,111,901
Fines and Forfeitures		**$250,300**				$372,086		$622,386
Miscellaneous Revenues		**$1,655,855**		$19,500		$1,335,000	$60,000	$3,070,355
TOTAL SOURCES		**$28,756,387**	**$0**	**$2,726,105**	**$420,836**	**$27,958,200**	**$592,442**	**$60,453,970**
Transfers In		$3,693,834		$1,002,966		$0	$1,000,000	$5,696,800
Fund Balances/Reserves/Net Assets		$10,303,779	$0			$11,504,491	$0	$21,808,270
TOTAL REVENUES, TRANSFERS & BALANCES		**$42,754,000**	**$0**	**$3,729,071**	**$420,836**	**$39,462,691**	**$1,592,442**	**$87,959,040**

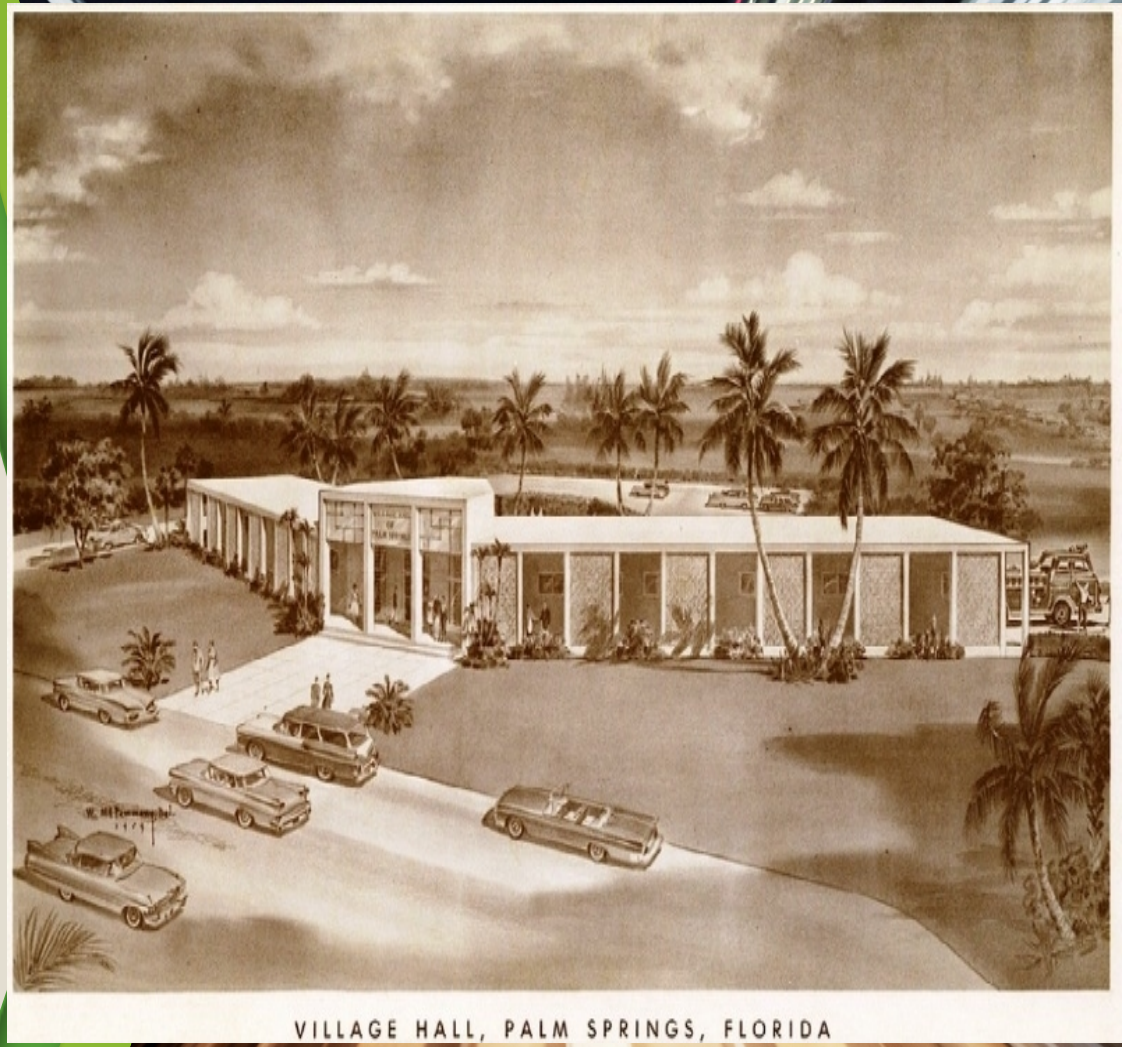
EXPENDITURES/EXPENSES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Legislative		$895,980						$895,980
Executive		$768,146						$768,146
Finance		$1,220,163						$1,220,163
Legal		$225,000						$225,000
Human Resources		$731,486						$731,486
Information Technology		$1,474,729						$1,474,729
Clerk		$507,093						$507,093
General Government		$1,635,129						$1,635,129
Planning, Zoning & Building		$1,964,740						$1,964,740
Law Enforcement		$15,780,368						$15,780,368
Sanitation		$1,815,881						$1,815,881
Water and Sewer Utility						$35,629,629		$35,629,629
Stormwater Utility							$1,592,442	$1,592,442
Public Works		$7,216,839						$7,216,839
Community Redevelopment Agency				$3,513,190				$3,513,190
Economic Development								$0
Library		$1,317,648						$1,317,648
Parks and Recreation		$5,042,313						$5,042,313
Special Events		$299,400						$299,400
Debt Service					$420,836	$211,228		$632,064
TOTAL EXPENDITURES/EXPENSES		**$40,894,915**	**$0**	**$3,513,190**	**$420,836**	**$35,840,857**	**$1,592,442**	**$82,262,240**
Transfers Out		$1,859,085	$0	$215,881		$3,621,834		$5,696,800
Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$42,754,000**	**$0**	**$3,729,071**	**$420,836**	**$39,462,691**	**$1,592,442**	**$87,959,040**
		$0						

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

Fiscal Year 25/26
1st Public Millage & Budget Hearing, September 11, 2025

Michael Bornstein
Village Manager

Mara Frederiksen
Finance Director



Millage and Budget Approval September 2025 Schedule

- **Thursday September 11, 2025, 6:30 pm-First Public Millage and Budget Hearing**

- **Thursday September 25, 2025, 6:30 pm-Second Public Millage and Budget Hearing and Final Adoption**

Purpose of Millage & Budget Hearing

- Adopt a Millage Rate & Tentative Budget
- Review Budget Revisions post July Workshops
  - Operating & Capital Budgets
- Provide an opportunity for comments from the public

State Truth in Millage (TRIM)

- Proposed Ad Valorem Tax Rate= 3.50 mills
  - Maintain Previous Year Ad Valorem Tax Rate
  - 1.12% below the Rolled Back Rate
- Proposed Debt Service Tax Rate=.1922
  - Decrease of .0199 mills from 24/25 rate of .2121 mills
- Proposed gross taxable increment value (TIF) for CRA
  - $859,085 budgeted of TIF revenue at 3.50 mills
- The actual tax rate decrease=(1.12)% per State TRIM calculations and Rolled-Back Rate, 3.6754 due to CRA increment area increase

Proposed Tax Levy vs Rolled-Back Rate

	Proposed Tax Rate @ 7/26	Rolled-Back Rate @ 7/26
	3.5000	3.6754
Tax Rate Decrease (over Rolled-Back Rate)	(.1754)	
Current Year Gross Assessed Value per PA	$2,286,141,380	$2,286,141,380
Gross Taxes Decrease (over Rolled-Back Rate)	(1.12)%	

	Proposed	Rolled-Back Rate
Taxes on Property Values	7,690,435	8,066,385
Net Property Taxes	6,831,350	7,104,209
Other Revenues	19,259,580	19,259,580
Total Revenues	26,090,930	26,363,789
Transfers from Other Funds	3,693,834	3,693,834
Total Revenues & Transfers	29,784,764	30,057,623
Appropriation of (increase to) Fund Balance	11,994,151	11,994,151
Total Expenditures	41,778,915	42,051,774
Budget (Deficit) Surplus	0	272,859

Adjustment Post Budget Workshop- General Fund Highlights

Revenues:

- **1,976,048 Increase to One Cent Sales Tax**
- **(141,951) Half Cent Sales Tax**
- **(33,725) Municipal Revenue Sharing**
- **$15,000 Occupational Business Tax**
- **($1,690,372) Use of Fund Balance from $8.4 to $6.7 million**

Expenditures

- **$50,000 HR Other Contractual (Comp and Class Study)**
- **$50,000 Public Works (Median Landscaping & Street Beautification**
- **$25,000 Sago Park Playground Capital**

Adjustment Post Budget Workshop- CRA

Expenditures

- **$11,000 Increase LW CRA Water/Sewer**
- **($11,000) Decrease LW CRA Land**

Significant Budget Factors

Taxable Valuation increase of 10.39% resulting in $626,485 additional tax revenue over last FY at the same millage rate of $3.5000.

Taxable Valuation increase produced a reduction in voted debt service millage from $0.2121 to $0.1922 a decrease of 8.5%.

CRA Taxable Increment Value (TIF) increased by $91 million or 54%, resulting in an increased contribution from the Village of $304,593.

$1 million towards Police Department Building renovation and expansion from One Cent Sales Tax.

PBA employees are still negotiating but are budgeted for a 4% Across the board, cost of living increase and a budget of 1% for merit increases.

Health Insurance increased by $510,000 or 23% over the current fiscal year with no pass through to the employees.

Significant Budget Factors Continued

Worker's Compensation increased by $25,082 or 6% over the current fiscal year.

Village Pension Plan Expenditures have increased by $14,565 or 5%.

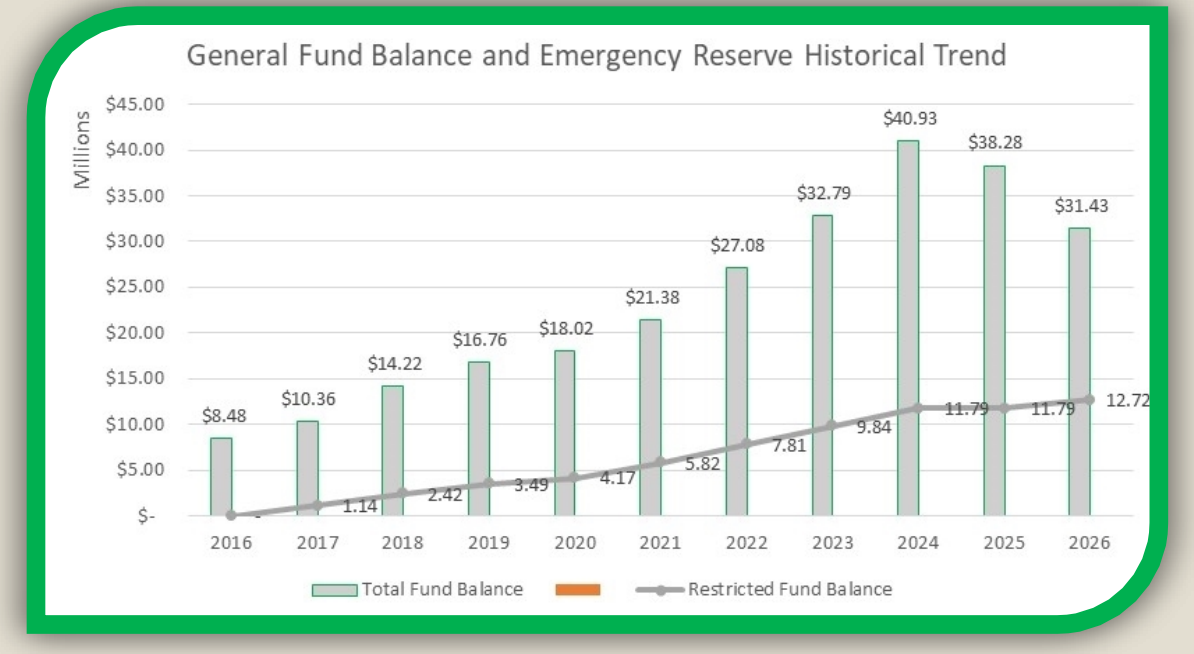
FRS Pension Expenditures have increased $34,347 or 4%.

Increased investment in employee education and training by $4,003 or 1%.

ARPA funded projects have been completed in FY 2025

Significant Budget Factors Continued

This budget appropriates $6.7 from unappropriated fund balance in General fund, $1,520,000 from assigned fund balance for rollover CIP, $7 million for future CIP, $3 million for disaster recovery and $1,000,000 from assigned for Stormwater. After these appropriations we still have restricted 9.7 million or 30% of all operating expenditures aligning us with the Fund Balance Policy. We are still retaining an additional 10.1 million towards unassigned fund balance for future capital investmtents. Our total fund balance is $31.4 million



Proposed Budget Revenues

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2025-2026

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS ARE 5.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
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Proposed Budget Expenditures

PROPOSED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2025-2026

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Fund Balances/Reserves/Net Assets								$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$42,754,000**	**$0**	**$3,729,071**	**$420,836**	**$39,462,691**	**$1,592,442**	**$87,959,040**

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Parks & Recreation

ITEM #10: *(Quasi-Judicial Hearing)* Ordinance No. 2025-10 - Rezoning - 275 Alemeda Drive

SUMMARY: On December 24, 2023, the Village of Palm Springs executed a contract for the purchase of the property located at 275 Alemeda Drive. The Village closed on the property in February 2024 and will be starting the design process to incorporate the 2.77-acre site into the adjacent Athletic Complex. The new open space will provide increased space for new recreational elements.

The recreational amenities will include a children's playground, a picnic pavilion, and an interactive water feature. In addition, the Village's community-wide trail system, known as the Park-to-Park Connector, will be able to fill a gap along the northern section of the property.

Currently, the subject property has a Future Land Use designation of Governmental, and staff is requesting a housekeeping amendment to change the zoning designation from Residential Multi-Family (RM) to Governmental (G) to be consistent with the property's Future Land Use Map and to be able to redevelop the property with the project previously mentioned.

FISCAL IMPACT:
Amending the zoning for the property does not have a fiscal impact on the property.

ATTACHMENTS:
1. BIS - Ordinance No. 2025-10 Rezoning 275 Alemeda
2. Ordinance No. 2025-10 Rezoning 275 Alemeda Drive
3. Project Description
4. Warranty Deed
5. Property Survey
6. Proposed Zoning Map

Business Impact Estimate

Proposed ordinance's title:

ORDINANCE NO. 2025-10
(ZONING AMENDMENT)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE ZONING DESIGNATION FOR THE LAND OWNED BY THE VILLAGE OF PALM SPRINGS, LOCATED AT 275 ALEMEMDA DRIVE AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; SAID LANDS TO BE DESIGNATED WITHIN A LAND DEVELOPMENT FROM RESIDENTIAL MULTI-FAMILY (RM) TO GOVERNMENTAL (G) ZONING DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND 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 new open space will provide increased space for new recreational elements. The recreational amenities will include a children's playground, a picnic pavilion, and an interactive water feature. In addition, the Village's community-wide trail system, known as the Park-to-Park Connector, will be able to fill a gap along the northern section of the property.

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:

None.
.

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

None.

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

None.

ORDINANCE NO. 2025-10

(ZONING AMENDMENT)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE ZONING DESIGNATION FOR THE LAND OWNED BY THE VILLAGE OF PALM SPRINGS, LOCATED AT 275 ALEMEMDA DRIVE AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; SAID LANDS TO BE DESIGNATED WITHIN A LAND DEVELOPMENT FROM RESIDENTIAL MULTI-FAMILY (RM) TO GOVERNMENTAL (G) ZONING DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Applicant(s), Village of Palm Springs., constituting all of the fee simple title holders to those lands located at 275 Alemeda Drive, and more particularly described in Exhibit "A", attached hereto and made a part hereof, have voluntarily requested a zoning amendment; and

WHEREAS, the Village has determined the need to designate the Land Development district for said lands; and

WHEREAS, the Village Council has considered the owner's request, and the recommendation of the Village staff.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Findings. The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance.

Section 2. Zoning District. the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as

residential multi-family (RM) subject to the approval and appeal period.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in attached Exhibit "A", as set forth in Section 2 of this Ordinance, on the official Village of Palm Springs Zoning Map. The Village Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, pursuant to Section 2.01, Village Charter, the Florida Department of State, and the Florida Department of Community Affairs.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
KIM SCHMITZ, VICE MAYOR	□	□	□
GARY READY, MAYOR PRO TEM	□	□	□
JOHNNIE TIECHE, COUNCIL MEMBER	□	□	□
PATTI WALLER, COUNCIL MEMBER	□	□	□

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

On December 24, 2023, the Village of Palm Springs executed a contract for the purchase of the project site. The Village closed on the property in February 2024 and will be starting the design process to incorporate the 2.77-acre site into the adjacent and larger Athletic Complex. The new open space will provide increased space for new recreational elements. The recreational amenities will include a children's playground, a picnic pavilion,and a interactive water feature. In addition, the Village's community-wide trail system known as the Park-to-Park Connector will be able to have a gap filled in along the northern section of the property. A multi-purpose trail will be constructed to allow for use and access for various types of non-motorized users. Once complete, the connector system will allow bikers, walkers, joggers, skaters, and other non-motorized users to travel throughout the community, accessing many popular destinations, such as parks, schools, shopping, and cultural and residential areas. The development of the site will also provide increased flood protection and improve the quality of surface water before it enters the primary conveyance system.

CFN 20240039582
OR BK 34811 PG 1853
RECORDED 2/5/2024 11:49 AM
AMT: $2,100,000.00
DEED DOC $14,700.00
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1853 - 1856; (4pgs)

Prepared by and return to:

Phillip Thron, Esq.
Thron Law PLLC
1840 Forest Hill Blvd, Suite 205
West Palm Beach, FL 33406
(561) 307-4683
File Number: **555.23024**

NOT A CERTIFIED COPY

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **31st day of January, 2024** between **Faith Presbyterian Church of the Village of Palm Springs, Inc., a Florida not for profit corporation, f/k/a Faith United Presbyterian Church in the Village of Palm Springs, Inc., a Florida not for profit corporation,** whose post office address is **405 SE 15th Ave., Fort Lauderdale, FL 33301**, grantor, and **Village of Palm Springs, a Florida Municipal Corporation** whose post office address is **226 Cypress Lane, Village of Palm Springs, FL 33461**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County**, **Florida** to-wit:

> **The East 350 feet of the West 490 feet of Tract B, Block 60, Village of Palm Springs Public Plaza, according to the Plat thereof, recorded in Plat Book 26, at Page 63, Public Records of Palm Beach County, Florida.**
>
> **Parcel Number: 70-43-44-18-37-060-0090**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to .

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Geoffrey McCaw
P.O. Address: 405 SE 15 Ave
Ft Lauderdale FL 33301

Faith Presbyterian Church of the Village of Palm Springs, Inc., a Florida not for profit corporation, f/k/a Faith United Presbyterian Church in the Village of Palm Springs, Inc., a Florida not for profit corporation

By: _____
Reverend Dr. Daris Bultena, Presbyter

Witness
Printed Name: SANDRA FIANERLEDO
P.O. Address: 405 SE 15th AVENUE
FORT LAUDERDALE FL 33301

State of Florida
County of ~~Palm Beach~~ Broward

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 31st day of January, 2024 by Reverend Dr. Daris Bultena, Presbyter of Faith Presbyterian Church of the Village of Palm Springs, Inc., a Florida not for profit corporation, f/k/a Faith United Presbyterian Church in the Village of Palm Springs, Inc., a Florida not for profit corporation who [_] is personally known or [X] has produced a driver's license as identification.

[Seal]

Notary Public State of Florida
Jennifer Thron
My Commission HH 028934
Expires 08/05/2024

Notary Public
Print Name: Jennifer Thron
My Commission Expires: 08.05.2024

NOT A CERTIFIED COPY

CORPORATE RESOLUTION TO SELL

The undersigned, being the Secretary of the Leadership Council of the Presbytery of Tropical Florida, a Florida corporation, does hereby certify that at a meeting of the Leadership Council ("Council") of said corporation duly called held on December 13, 2023, at which a quorum was present, the Council adopted the following resolution, which has not been modified or rescinded:

RESOLVED, that the corporation sell to the Village of Palm Springs, the real property of the corporation located at 275 Alemeda Drive, Palm Springs, FL 33461, PCN 70-43-44-18-37-060-0090, with a legal description of **The East 350 feet of the West 490 feet of Tract B, Block 60, Village of Palm Springs Public Plaza, according to the Plat thereof, recorded in Plat Book 26, at Page 63, Public Records of Palm Beach County, Florida**, in accordance with the terms of the Contract of Sale dated December 22, 2024 and that the closing documents in connection therewith be in such form as Dr. Daris Bultena, Presbyter of the corporation may deem advisable; and that the Presbyter of the corporation be authorized to execute and deliver such documents.

Signed by the Secretary of the Corporation on this date of January 29, 2024.

(Signature)

DARIS BULTENA
(Printed Name)

NOT A CERTIFIED COPY

State of Florida

Department of State

NOT A CERTIFIED COPY

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on March 28, 1986, to the Articles of Incorporation for FAITH UNITED PRESBYTERIAN CHURCH IN THE VILLAGE OF PALM SPRINGS, INC., changing its name to FAITH PRESBYTERIAN CHURCH OF THE VILLAGE OF PALM SPRINGS, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 702448.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 28th day of March, 1986.

George Firestone
Secretary of State

CR2E022 (10-85)

BOUNDARY SURVEY
275 ALEMEDA DRIVE, PALM SPRINGS, FL. 33461



SCALE: 1" = 60'

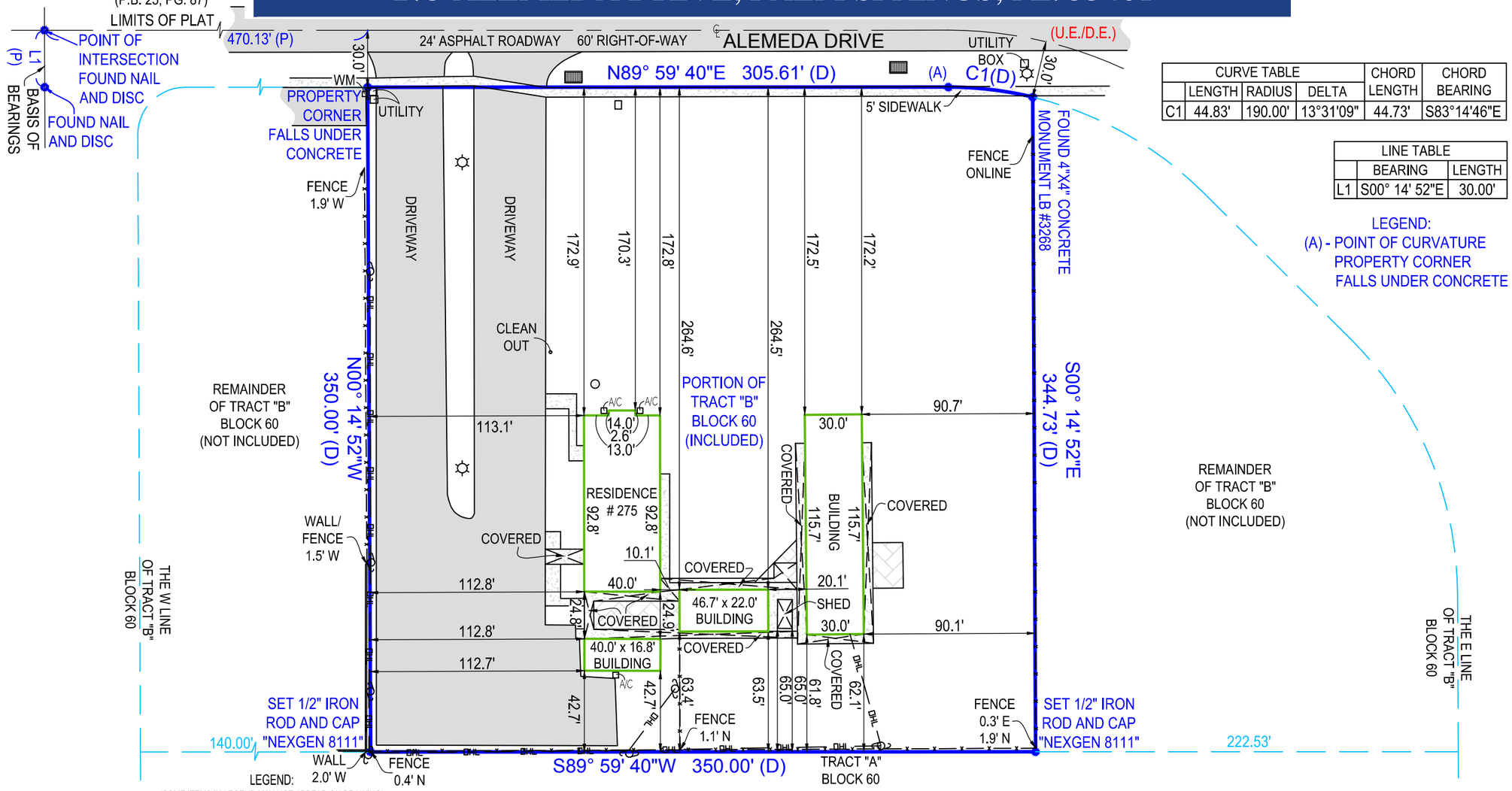
LEGAL DESCRIPTION:

THE EAST 350 FEET OF THE WEST 490 FEET OF TRACT B, BLOCK 60, VILLAGE OF PALM SPRINGS PUBLIC PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 26, AT PAGE 63, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFIED TO:
VILLAGE OF PALM SPRINGS THRON LAW PLLC.

FLOOD ZONE:
MAP NO. 12099C0588F
ZONE: X
EFF: 10/05/2017

GENERAL NOTES:
1) THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3) ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4) GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5) UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6) ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988).
7) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8) CORNERS SHOWN AS "SET" ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)



CURVE TABLE				CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	44.83'	190.00'	13°31'09"	44.73'	S83°14'46"E

LINE TABLE		
	BEARING	LENGTH
L1	S00° 14' 52"E	30.00'

LEGEND:
(A) - POINT OF CURVATURE
PROPERTY CORNER FALLS UNDER CONCRETE

(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING)

A/C-AIR CONDITIONER	P.O.B.-POINT OF BEGINNING	D.E.-DRAINAGE EASEMENT	R-RADIUS(R)	(P)-PLAT	ELEV-ELEVATION	-LIGHT POLE	# -NUMBER
WM-WATER METER	P.O.C.-POINT OF COMMENCEMENT	P.U.E.- PUBLIC UTILITY EASEMENT	O.R.B.-OFFICIAL RECORDS BOOK	EOW-EDGE OF WATER	FF-FINISHED FLOOR		-ASPHALT
AL- ARC LENGTH	P.B.-PLAT BOOK	L.A.E.-LIMITED ACCESS EASEMENT	SQ.FT.-SQUARE FEET	TOB-TOP OF BANK	LS-LICENSED SURVEYOR		-CONCRETE
(C)-CALCULATED	PG-PAGE	L.M.E.-LAKE MAINTENANCE EASEMENT	AC.-ACRES	OHL-OVERHEAD LINE	LB-LICENSED BUSINESS		-PAVER/BRICK
(M)-MEASURED	U.E.-UTILITY EASEMENT	O.H.E-OVERHEAD EASEMENT	DB-DEED BOOK(D)-DEED	C/O-CLEAN OUT	PSM-PROFESSIONAL SURVEYOR & MAPPER		-WOOD

-WELL -WATER VALVE -CENTER LINE -CATCH BASIN -FIRE HYDRANT
-FENCE -PLUS OR MINUS -POLE -MANHOLE XXX -TOPOGRAPHIC ELEVATION

- SURVEY NOTES:
- DRIVEWAYS AND COMMUNITY SIDEWALK CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.
- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCES CROSS THE BOUNDARY LINES ON EASTERLY AND WESTERLY SIDES OF LOT AS SHOWN.

FIELD DATE: 01/05/2024
DRAWN BY: O.K.
ORDER NO: 1000231001
REVISIONS:

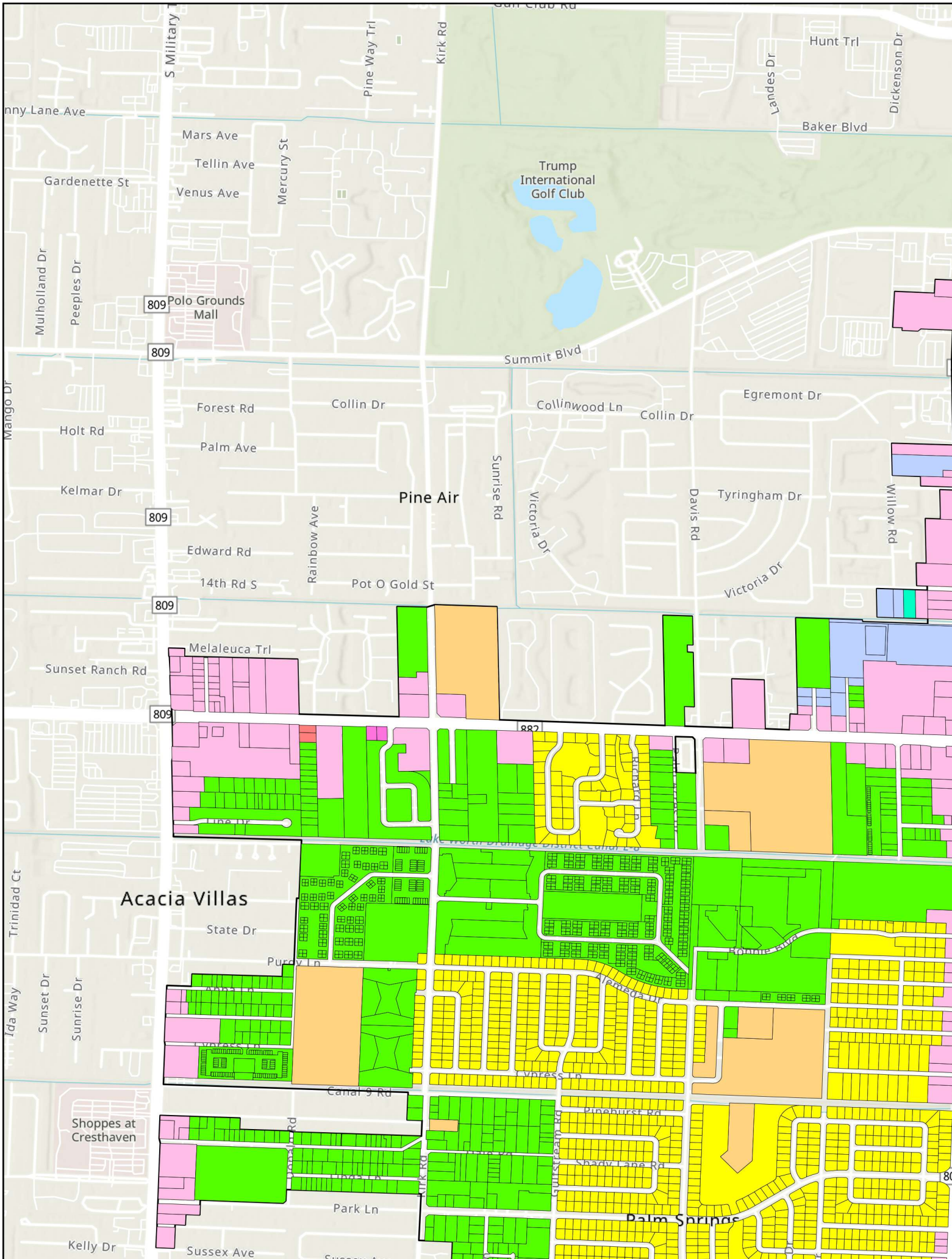
1547 PROSPERITY FARMS ROAD,
WEST PALM BEACH, FL 33403
NexgenSurveying.com LB#8111
PHONE: 561.508.6272
FAX: 561.508.6309

NEXGEN SURVEYING, LLC.

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CLYDE O. MCNEAL PSM 2883 ON 01/05/2024

Clyde O. McNeal
PSM 2883


Golf Club Rd
S Military Trl
Pine Way Trl
Kirk Rd
Hunt Trl
Landes Dr
Dickenson Dr
Baker Blvd
Mars Ave
Tellin Ave
Venus Ave
Gardenette St
Mercury St
Trump International Golf Club
Mulholland Dr
Peeples Dr
809
Polo Grounds Mall
Summit Blvd
Mango Dr
Forest Rd
Collin Dr
Collinwood Ln
Egremont Dr
Holt Rd
Palm Ave
Kelmar Dr
Pine Air
Sunrise Rd
Victoria Dr
Davis Rd
Tyringham Dr
Willow Rd
Rainbow Ave
Edward Rd
14th Rd S
Pot O Gold St
Melaleuca Trl
Sunset Ranch Rd
882
Acacia Villas
State Dr
Trinidad Ct
Ida Way
Sunset Dr
Sunrise Dr
Canal 9 Rd
Shoppes at Cresthaven
Park Ln
Kelly Dr
Sussex Ave
Palm Springs
Shady Lane Rd
Pinehurst Rd
Cypress Ln

Village of Palm Springs

Executive Brief

AGENDA DATE: September 25, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #11: Interlocal Agreement with Palm Beach County for Transportation Capacity Impacts

SUMMARY: House Bill 479 (2024 Session), codified at Section 163.3180, Florida Statutes, requires interested cities and their respective county to adopt an interlocal agreement by October 1, 2025 to coordinate the mitigation of transportation capacity impacts as they implement adopted Mobility Plans through revenues collected by adopted Mobility Fees.

Staff has been negotiating the proposed Interlocal Agreement with Palm Beach County since the adoption of Mobility Fees (Ordinance No. 2025-04) in July. Palm Beach County does not have an adopted Mobility Plan pursuant to Section 163.3180. The only county road project on their 5-Year Road Program is the design of the 3-Laning of Kirk Road, with construction anticipated in mid-term years (2029-2031). The Village recognizes that the addition of turn lanes on Kirk Road will add capacity to the roadway segment between Alemeda Lane/Purdy Road and Lakewood Road. In consideration of this added capacity, Staff is proposing that the Village share a percentage of its Mobility Fees with Palm Beach County based on the anticipated impacts on Kirk Road from new development projects within the Village. These funds will be earmarked for the County's Kirk Road improvements. The proposed percentage is broken down as follows:

a. for new development projects that front directly on Kirk Road, the Village shall set aside **fifty (50) percent** of the collected Mobility Fees to remit to the County;

b. for new development projects that front along a major arterial roadway (i.e., Forest Hill Boulevard, Lake Worth Road, 10th Avenue North, Congress Avenue) the Village shall set aside **sixteen (16) percent** of the collected Mobility Fees to remit to the County; and,

c. for all other new development projects that front any other roadway, the Village shall set aside **ten (10) percent** of the collected Mobility Fees to remit to the County.

The proposed Interlocal Agreement also outlines that the Village will require developers/permit applicants to pay the County's adopted non-transportation impact fees directly to the County prior to issuance of a building permit (the Village will cease collecting impact fees on behalf of the County). County road impact fees will not be collected within the Village limits. The term of the proposed Interlocal Agreement is five years (until October 1, 2030).

The County Commission is scheduled to consider the proposed Interlocal Agreement at their

September 30, 2025 meeting. If the County does not approve the proposed Interlocal Agreement, the Village will collect all mobility fees within the Village but by law will be required to give new development a 10% discount on the Village's mobility fees. In this event, the Village is not required to share any mobility fees with the County.

Note: The Village Mobility Fee is intended to fund an alternative transportation system consistent with Florida Statute Section 163.3180. The Village Mobility Fee will replace the Palm Beach County transportation concurrency system and will be the only transportation mitigation fee to be assessed on all new development within the Village limits. The effective date of the Village's Mobility Fee ordinance is October 8, 2025 (90 days after 2nd reading/adoption of Ordinance No. 2025-04).

FISCAL IMPACT:

The proposed Interlocal Agreement will reduce the Village's collected Mobility Fees; however, the amounts provided to the County must be utilized to improve Kirk Road within the Village and directly adjacent thereto. Total impact on the Village's collected Mobility Fees is not known at this point.

ATTACHMENTS:

1. Proposed Resolution No. 2025-____ - Mobility Fee Interlocal Agreement
2. Exhibit "A" - Proposed Interlocal Agreement
3. Village of Palm Springs 2045 Mobility Plan
4. Village of Palm Springs Mobility Fee Technical Report

RESOLUTION NO. 2025-59

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE PALM SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR TRANSPORTATION CAPACITY IMPACTS; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, House Bill 479 (2024 Session), codified at Section 163.3180, Florida Statutes, requires interested cities and their respective county to adopt an interlocal agreement by October 1, 2025 to coordinate the mitigation of transportation impacts as they implement adopted Mobility Plans through revenues collected by adopted Mobility Fees; and

WHEREAS, Village staff has been negotiating an Interlocal Agreement with Palm Beach County since the adoption of the Village's Mobility Fees (Ordinance No. 2025-04) in July 2025; and

WHEREAS, Palm Beach County does not have an adopted Mobility Plan pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, the only County road project on the County's 5-Year Road Program that will address the Village's transportation capacity needs is the design of the 3-Laning of Kirk Road, with construction anticipated in mid-term years (2029-2031);

WHEREAS, the Village recognizes that the addition of turn lanes on Kirk Road will add capacity to the roadway segment between Alemeda Lane/Purdy Road and Lakewood Road within the Village; and,

WHEREAS, in consideration of the added capacity by the County's proposed Kirk Road project, the Interlocal Agreement proposes that the Village share a percentage of its collected Mobility Fees with Palm Beach County based on the anticipated impacts on Kirk Road from new development projects within the Village; and

WHEREAS, the Interlocal Agreement also outlines that the Village will require developers/permit applicants to pay the County's adopted non-transportation impact fees directly to the County prior to issuance of a building permit (the Village will cease collecting impact fees on behalf of the County) and that County road impact fees will not be collected within the Village limits; and

WHEREAS, the term of the Interlocal Agreement is for five years (until October 1, 2030); and,

WHEREAS, the Village Council for the Village of Palm Springs finds that entering the Interlocal Agreement with Palm Beach County for transportation capacity impacts serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as true and correct statements.

Section 2. The Village Council hereby approves entering into an Interlocal Agreement with Palm Beach County, which is attached hereto as Exhibit "A" and incorporated herein by reference. The Village Council hereby authorizes the Mayor or designee to execute the same.

Section 3. If any provision of this Resolution is held invalid or unconstitutional, such provision shall be deemed a separate and independent provision and shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date. This Resolution shall take effect as of October 8, 2025.

Council Member_____offered the foregoing Resolution. Council Member_____seconded the motion, and upon being put to the vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR			
KIM SCHMITZ, VICE MAYOR			
GARY READY, MAYOR PRO TEM			
JOHNNIE TIECHE, COUNCIL MEMBER			
PATTI WALLER, COUNCIL MEMBER			

The Mayor thereupon declared this Resolution duly passed and adopted this 25th day of September 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: _____
BEV SMITH, MAYOR

ATTEST:
BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

INTERLOCAL AGREEMENT BETWEEN
THE VILLAGE OF PALM SPRINGS
AND
PALM BEACH COUNTY
FOR IMPOSITION AND COLLECTION OFTRANSPORTATION CAPACITY IMPACT FEES

THIS INTERLOCAL AGREEMENT (the "**Agreement**") is entered by and between the **VILLAGE OF PALM SPRINGS**, a municipal corporation organized under the laws of the State of Florida (the "**Village**") whose mailing address is 226 Cypress Lane, Palm Springs, FL 33461, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 (the "**County"**), collectively referred to as the Parties.

WHEREAS, it is the purpose and intent of this Agreement, the Parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended, to permit the Village and the County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and provide a means by which the Parties may exercise their respective powers, privileges and authorities that they share in common and that each might exercise separately; and

WHEREAS, HB 479, enacted by the Florida Legislature in 2024 and codified in part as Section 163.3180(5)(j), Florida Statutes, provides that where a county and city charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and city must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, to comply with HB 479 and coordinate the mitigation of transportation capacity impacts, the Village and the County must enter into an interlocal agreement that establishes how transportation impacts from future development or redevelopment will be assessed and addressed; and

WHEREAS, only the local government issuing the building permit may charge a fee to developers for transportation capacity impacts in their jurisdiction unless otherwise agreed in the interlocal agreement; and

WHEREAS, the Board of County Commissioners adopted county-wide impact fees, including road impact fees pursuant to Section 1.3 of the Palm Beach County Charter and § 163.31801, Florida Statutes; and

WHEREAS, the Village adopted the Village of Palm Springs Mobility Plan and the Village of Palm Springs Mobility Fee Technical Report via Village Resolution No. 2025-35 (as may be amended from time to time); and

WHEREAS, on July 10, 2025, the Village adopted Ordinance No. 2025-04 repealing transportation concurrency and implementing the Village of Palm Springs Mobility Fee ordinance effective as of October 8, 2025 (the "**Ordinance**"), which Ordinance is attached hereto with the applicable mobility fee schedule as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, as the term is defined in the Ordinance and as used in this Agreement, "**Mobility Fee Technical Report"** shall mean the Village of Palm Springs Mobility Fee Technical Report dated July 2025 and prepared by NUE Urban Concepts, LLC, that documents the

analysis, data, and methodology used to develop a mobility fee and is adopted pursuant to the Ordinance which authorizes imposition of the mobility fee (also referred to as the "**Report**"); and

WHEREAS, as the term is defined in the Ordinance and as used in this Agreement, "**Mobility Fee Assessment Area"** shall mean the entire municipal limits of the Village of Palm Springs, Florida, for which the Village's mobility fee will be assessed on "new development" as that term is defined in the Ordinance and hereafter used in this Agreement (also known as the "**Assessment Area**"); and

WHEREAS, as the term is defined in the Ordinance and as used in this Agreement, "**Mobility Plan"** means plans accepted, adopted, or being updated by the Village that identify mobility projects within the Assessment Area and the adjacent areas within **Benefit District** (as defined in the Ordinance) to meet future person travel demand from new development and serves as the basis for the Village's mobility fee; and

WHEREAS, the Ordinance replaced collection of the Palm Beach County road impact fee with a mobility fee system administered and programmed by the Village for new development in the Assessment Area consistent with the requirements for alternative transportation systems pursuant with Section 163.3180, Florida Statutes, and may identify additional areas as recommended in an updated Mobility Plan; and

WHEREAS, the interlocal agreement required by HB 479 must establish a plan-based methodology for determining the legally permissible impact fee to be charged to mitigate transportation impacts within the area for which the Village has adopted a Mobility Plan and mobility fee; and

WHEREAS**,** the Parties agree that the collection and distribution of the Village's mobility fees shall be the sole responsibility of the Village; and

WHEREAS**,** the Parties agree that the collection of non-transportation capacity impact fees imposed by the County within the Village's jurisdiction shall be collected by the County with the Village requiring that all Village building permits be subject to proof of payment to the County; and

WHEREAS, this Agreement establishes a plan-based methodology for determining the legally permissible fee to be charged for new development or redevelopment and the obligations of the Village and the County with respect to transportation capacity impacts fees; and,

WHEREAS, this Agreement is adopted pursuant to Section 163.3180, Florida Statutes, and serves a valid public purpose.

NOW, THEREFORE, in consideration of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties resolve and agree as follows:

SECTION 1: INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2: PURPOSE

2.1 The purpose of this Agreement is to comply with Section 163.3180(5)(j), Florida Statutes, whereby the Parties hereby establish the plan-based methodology set forth in the statute with provisions governing the assessment of legally permissible fees for mitigation of transportation capacity impacts and the mitigation of transportation impacts of new development and redevelopment. The Parties acknowledge that each charge new development or redevelopment a fee for transportation capacity impacts. The purpose of this Agreement is to coordinate the mitigation of the respective transportation capacity impacts which:

a. ensures new development or redevelopment is not charged twice for the same transportation capacity impacts;

b. establishes a plan-based methodology for assigning responsibility for the mitigation of the transportation capacity impacts;

c. identifies the Party who will be responsible for collection of the fee; and,

d. provides a method for the collection and proportionate distribution of the revenues collected by the Parties to address transportation capacity impacts of a new development or redevelopment and provides a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the Village and the County.

Additionally, the Parties formally acknowledge that no funds collected and/or shared hereunder shall be used to cure previously existing deficiencies in either Party's transportation network.

SECTION 3: TERM OF AGREEMENT

3.1 This Agreement shall become effective upon its execution by all Parties and the filing of the executed Agreement with the Clerk of the Circuit Court.

3.2 This Agreement shall remain effective through October 1, 2030, unless terminated sooner as provided in Section 6.

3.3 This Agreement may be extended by written amended executed by both Parties prior to October 1, 2030.

SECTION 4: IMPLEMENTATION OF VILLAGE MOBILITY ORDINANCE

4.1 Transportation Capacity Impacts. The Village adopted the Ordinance to:

a. address transportation capacity impacts within its jurisdictional boundaries;
b. repeal transportation concurrency;
c. accept the Report dated July 2025; and,
d. establish its mobility fee program as an alternative transportation system to replace transportation concurrency, proportionate share, and road impact fees within the Assessment Area identified in the Report, as may be amended from time to time.

4.2 Responsibility for Mitigation of Transportation Capacity Impacts. The responsibility for mitigation of transportation capacity impacts is outlined as follows:

a. *Village responsibilities*. The Village is responsible for mitigation of transportation capacity impacts within its jurisdictional boundaries. The Village is responsible for all costs associated with Village projects.

b. *County responsibilities*. The County is responsible for mitigation of transportation capacity impacts within its jurisdictional boundaries, including County owned and/or maintained transportation facilities within the Village. The County is responsible for all costs associated with County projects.

4.3 Collection of Fees***.*** The Parties shall collect their respective transportation capacity impact fees as follows:

a. *Village responsibilities.* The Village shall collect the mobility fees identified in Section 4.4(a)(1) and hold the County's share as identified in Section 4.4(a)(2) in a separate fund designated for that purpose. On a quarterly basis, the Village shall transfer funds collected for the County's share from the designated separate fund to the County. All other impact fees charged by the County shall be collected by the County.

b. *County responsibilities*. The County shall collect the transportation impact fees identified in Section 4.4(b)(1) and hold the Village's share as identified in Section 4.4(b)(2) in a separate fund designated for that purpose. On a quarterly basis, the County shall transfer funds collected for the Village's share from the designated separate fund to the Village.

4.4 Proportionate Distribution of Revenues Collected. The Parties shall distribute the revenues collected to address transportation capacity impacts as provided below:

a. *Charges within Village's jurisdictional boundaries*. The mobility fees to be charged for transportation capacity impacts within the Village's Assessment Area are as follows:

1. *Mobility Fee Assessment Area*. The Village shall charge new development (as defined in the Ordinance) mobility fees for transportation capacity impacts as provided in the Village's Report.

2. The County's entitlement to a share of the mobility fees identified in Section 4.4(a)(1) is limited to the County's planned improvements to that portion of Kirk Road located within the Village's Benefit District as shown in the Report and for ease of reference attached as **Exhibit "B"**. At the effective date of this Agreement, the only qualifying County project is the County's Kirk Road Project (as defined below in Section 4.5). Alternatively, this Agreement may be amended to acknowledge specified projects and calculations established to mitigate transportation capacity impacts based on a methodology which is agreed to by the Parties.

b. *Charges in Unincorporated Palm Beach County*. The impact fees to be charged for extra-jurisdictional transportation capacity impacts within the County's jurisdictional boundary are as follows:

1. The County recognizes and agrees that new development and redevelopment within the following areas of unincorporated Palm Beach County will create extra-jurisdictional transportation capacity impacts on Village facilities within the Village's Benefit District and Assessment Area: the unincorporated area located at the intersection of Forest Hill Boulevard and Military Trail, extending to the north to the L-7 canal and to the south to Purdy Lane.

2. The County agrees to distribute to the Village revenues collected to compensate the Village for the extra-jurisdictional impacts based on the calculations contained within the developer's traffic impact study for development or redevelopment in areas identified in Section 4.4(b)(1). Alternatively, this Agreement may be amended to acknowledge specified projects and calculations established to mitigate transportation impacts based on a methodology which is agreed to by the Parties.

4.5 Method of Assigning Responsibility for Mitigation of Transportation Capacity Impacts**.** The Village's collected mobility fees for transportation capacity impacts shall be allocated based upon the total construction cost of the County's approved transportation/mobility projects located on Kirk Road within the Benefit District identified in the Report (see also Exhibit "B"). The estimated cost of the County's current project identified within the Benefit District is as follows:

Kirk Rd: 10th Avenue N to Purdy Lane (1 mile)

Scope of Work: Reconstruct existing 2-lane roadway to a 3-lanes roadway adding shoulder/bike lanes, complete stormwater drainage system and sidewalks to both sides of the roadway, upgrade/install new traffic signals and replace culvert crossing at L-10 Canal.

Estimated Total Capacity Improvement Cost: **$14 million**, which is broken down into approximately $10.2 million/mile based on FDOT Cost Per Mile Model for new 3L Urban Construction with added costs for Traffic Signals and Culvert Replacement, Contingency/CEI/staff/testing.

The foregoing County project shall be known as the "**Kirk Road Project**".

The Village's Mobility Plan projects the Village will expend a total of $58.78 million on capacity improvement construction projects within the Benefit District. Accordingly, the County shall be entitled to a percentage of the Village's collected mobility fees for transportation capacity impacts until the Kirk Road Project is fully funded based on the location of the development project as follow:

a. for new development projects that front directly on Kirk Road, the Village shall set aside fifty (50) percent of the collected mobility fees to remit to the County;
b. for new development projects that front along a major arterial roadway (i.e., Forest Hill Boulevard, Lake Worth Road, 10th Avenue North, Congress Avenue) the Village shall set aside sixteen (16) percent of the collected mobility fees to remit to the County; and,
c. for all other new development projects that front any other roadway, the Village shall set aside ten (10) percent of the collected mobility fees to remit to the County.

Other than the above noted Kirk Road Project, the County will not charge, receive, or be entitled to any fees or revenue for transportation capacity impacts for any development for which the Village issues a building permit (including road impact fees) without first amending this Agreement with the Village. Except for the above noted Kirk Road Project, the Village shall not be obligated to pay the County any share of the mobility fees collected by the Village for transportation capacity impacts unless the Parties agree to amend this Agreement.

4.6 Developer Credits. Developers who have previously paid a transportation or mobility impact fee or who were issued credits as part of a completed improvement project or transfer of credits may be eligible for credits on their transportation or mobility fee pursuant to Section 163.31801, Florida Statutes. The Parties agree that any transportation impact fee or mobility fee credits issued by either party shall be subject to the other party's review to ensure extra-jurisdictional impacts are mitigated and credits have been applied appropriately.

4.7 Expenditure of Mobility/Impact Fees Collected. Both Parties must spend mobility and impact fees collected to construct mobility projects that have been identified in the Report and the Kirk Road Project (the "**Identified Project(s)**"). The Parties may comply with this obligation by:

a. expending all mobility and impact fees collected on the Identified Projects;
b. obligating the mobility and impact fees collected and diligently pursuing construction of the Identified Projects; or,
c. substantially completing construction of the Identified Projects,

prior to the expiration of this Agreement. Failure to spend the mobility and impact fees collected as provided in this section may result in the termination of this Agreement as provided in Section 6. Further, if either Party fails to satisfy the requirements set forth in this Section and the Party received revenue or fees from the other Party for such Identified Projects, said fees shall promptly be returned to the other Party.

SECTION 5: COLLECTION OF OTHER IMPACT FEES

5.1 Non-transportation Impact Fees. Pursuant to the authority provided in Section163.31801, Florida Statutes, the County may impose all legally sufficient non-transportation impact fees on development projects. The Village agrees that it will not receive any of these fees collected by the County for non-transportation impact fees. The Village agrees to hold building permit issuance until proof of payment to the County for non-transportation impact fees have been provided to the Village.

5.2 Transportation Impact Fees in Unincorporated Palm Beach County. The Village recognizes that the County may charge new development and redevelopment which occurs in unincorporated Palm Beach County a road or mobility impact fee. The Village agrees that it will not receive any of these fees collected by the County, except for those collected in the areas outlined in Section 4.4(b)(1).

SECTION 6: TERMINATION

6.1 Either Party may terminate this Agreement without cause upon at least ninety (90) days written notice to the other Party, provided that existing obligations and transferred fees shall be utilized according to the terms in effect at the time of termination.

6.2 Either Party may terminate this Agreement upon sixty (60) days written notice in the event the other Party fails to perform any material obligation under this Agreement, including but not limited to the obligation to collect and distribute fees as provided in this Agreement; or the obligation to fund, design, permit, or construct any agreed project or the obligation to expend transportation impact fees in accordance with the terms of this Agreement. If the nonperforming Party fails to cure such breach within the sixty (60) day period, or if the breach is not capable of being cured within sixty (60) days and the noticed Party has not commenced and diligently pursued a cure, the other Party may terminate this Agreement without further obligation.

6.3 Termination under this Section or expiration of this Agreement shall not relieve either Party of any financial or legal obligations that accrued prior to termination or that expressly survive the termination of this Agreement. Should either Party terminate this Agreement, the fee charged for new development or redevelopment for transportation capacity impacts by the Village and by the County shall be based on the method provided in Section 163.3180(5)(j)(3), Florida Statutes..

SECTION 7: INDEMNIFICATION

7.1 The Parties agree that the County has not determined the legal sufficiency of the Village transportation capacity impact fees and any legal challenges or disputes related to the fees charged for Village traffic impact mitigation projects shall be the sole responsibility of the Village. The Village agrees to indemnify and hold harmless the County from challenges arising from or related to the Village's transportation capacity impact fees.

7.2 The Parties agree that the Village has not determined the legal sufficiency of the County's transportation capacity impact fees or other County impact fees and any legal challenges or disputes related to these fees shall be the sole responsibility of the County. The County agrees to indemnify and hold harmless the Village from challenges arising from or related to the County's transportation capacity impact fees and other County impact fees.

SECTION 8: BOOKS AND RECORDS

8.1 The Village and County shall maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds under this Agreement.

8.2 Each party shall retain all such records related to this Agreement, in proper order for at least five (5) years following expiration of this Agreement. Each party shall have access to such records, for the purposes of inspection and audit, during this five (5) year period.
8.3 Sections 7 and 8.2 shall survive the expiration or termination of this Agreement.

SECTION 9: REPORTING.

9.1 Both Parties shall exchange annual reports detailing mitigation project expenditures for the previous fiscal year and outlining planned expenditures for the ensuing fiscal year. The Parties shall prepare and exchange reports commencing on October 1, 2026.

9.2 The report shall include total fee collected, project name receiving funding, a description identifying the project type, location of the project, date of expenditure, amount of the expenditure, and the completion date of the project.

SECTION 10: GENERAL PROVISIONS

10.1 Notices. Any notices required by this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, or alternatively, may be sent by U.S. certified mail, return receipt requested. Notices shall be provided to the following:

As to the Village:
Village of Palm Springs
Attention: Village Manager
Village Hall – 226 Cypress Lane
Palm Springs, Florida 33461

with a copy to Village Attorney:
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

As to the County:
Palm Beach County
Impact Fee Office
2300 N. Jog Road
West Palm Beach, Florida 33401
Attention: County Administrator

with a copy:
Palm Beach County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida, 33401

The effective date of any notice shall be the date of delivery of the notice if by personal delivery (provided a receipt is obtained), courier service (provided a receipt is obtained), or prepaid overnight delivery service; or, if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as delivered, as the case may be. In addition to the prior methods, a duplicate notice may be sent by email, but which will not constitute notice.

10.2 Liability. Neither Party shall be deemed to assume any liability for the negligent or wrongful acts or omissions of another party. Nothing contained herein shall be construed as a waiver by a party of the liability limits established in Section 768.28, Florida Statutes, regardless of the theory of liability asserted, including but not limited to a cause of action or claim based on tort, contract, or strict liability.

10.3 Non-Discrimination. The Parties agree no person shall on the grounds of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

10.4 No General Obligation. Nothing contained in this Agreement shall constitute or create a lien or be construed or deemed to constitute or create a lien, either legal or equitable, on any of the Village's or the County's revenues or funds. No person shall ever have the right to compel

any exercise of the ad valorem taxing power of the County or Village to make the payments herein provided against any property of the Village or the County, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the Village or the County, except as expressly herein provided. Notwithstanding the foregoing, if either Party fails to pay or return payment of any revenues received from the other Party under this Agreement, the other Party may withhold all future payments and/or return payments until such time as all outstanding financial obligations of the Parties under this Agreement have been satisfied.

10.5 No Third Party Rights. This Agreement is solely for the benefit of the Village and the County and no third party shall be deemed to have any rights hereunder. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the Village and or of the County.

10.6 Dispute Resolution; Litigation; Venue; Waiver of Jury. This Agreement shall be construed and interpreted, and the rights of the Parties hereto determined, in accordance with Florida law. 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 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. The Parties submit to the jurisdiction of Florida courts. The Parties agree that proper venue for any suit concerning this Agreement shall be exclusively in Palm Beach County, Florida. In any litigation arising under this Agreement, each party shall bear its own costs and attorney fees. 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 OR ARISING FROM THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM THERETO.

10.7 Counterparts and Electronic Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original, but together such counterparts shall constitute only one instrument. Either or both Parties may execute this Agreement digitally or electronically and the same shall be deemed an original of said Party.

10.8 Conflicts. To the extent this Agreement conflicts with any prior Agreement between or among the Parties, this Agreement shall govern and prevail.

10.9 Assignment. Neither the Village nor the County shall assign, sublet, convey or transfer its interest in this Agreement, in whole or in part, at any time.

10.10 Waiver. It is hereby agreed to by the Parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.

10.11 Public Records. Each party shall be responsible for its own public records related to this Agreement, pursuant to Chapter 119, Florida Statutes.

10.12 Severability. If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

10.13 Entire Agreement. This Agreement expresses the entire agreement of the Parties, and neither Party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.

10.14 Filing and Effective Date. This Agreement shall become effective immediately upon the execution by the proper officers of the Village and the County, and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement between the Village of Palm Springs and Palm Beach County for the Imposition and Collection of Transportation Capacity Impact Fees, as of the date set forth below.

ATTEST:

CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By:_____
Maria G. Marino, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____

ATTEST:

Kimberly Wynn, CMC
Village Clerk

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

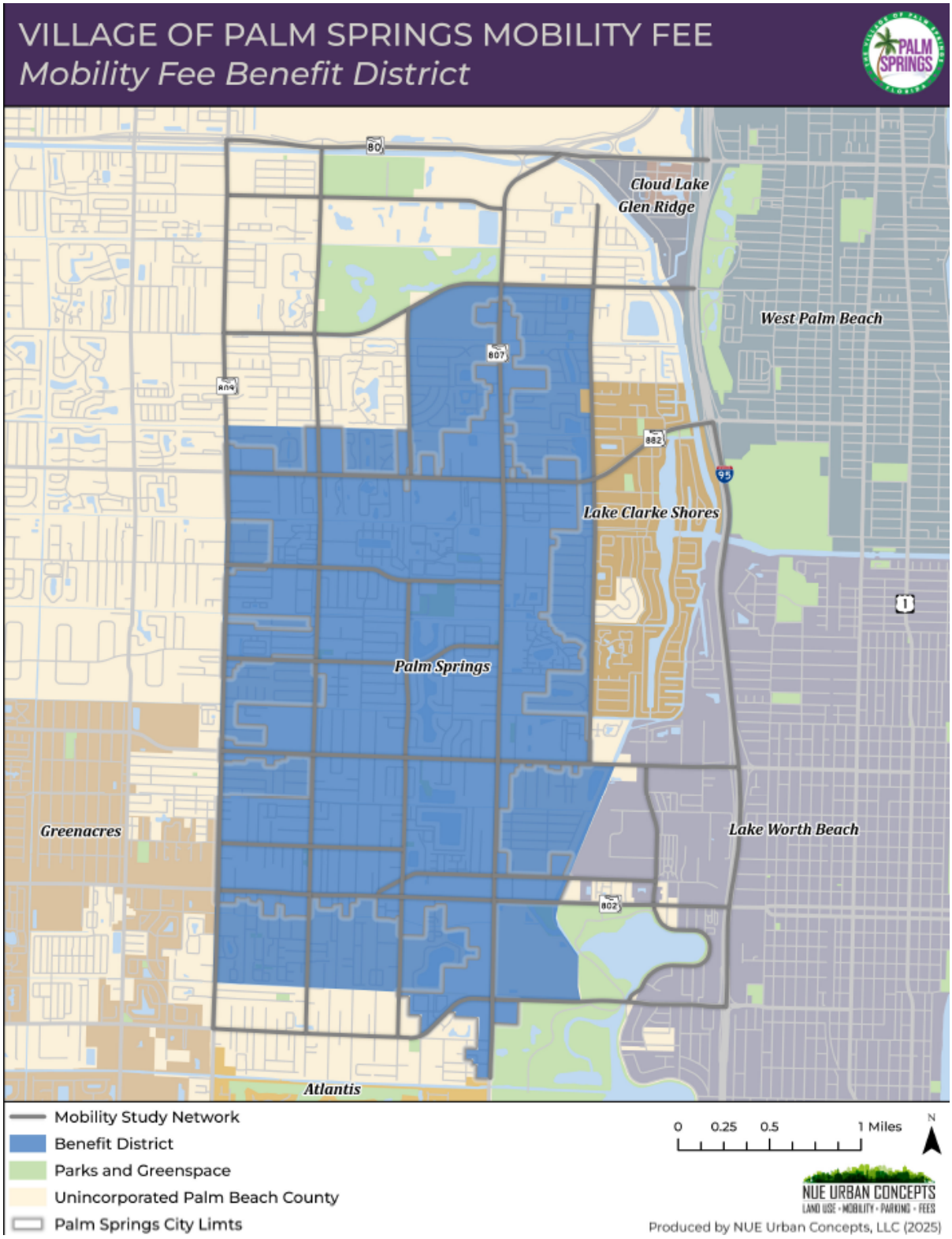
Date: _____, 2025

VILLAGE ATTORNEY
Approved as to form and legality

By:_____
Christy Goddeau, Esq.

EXHIBIT "A"
(Village of Palm Springs Ordinance)

EXHIBIT "B"


VILLAGE OF PALM SPRINGS MOBILITY FEE
Mobility Fee Benefit District
PALM SPRINGS
Cloud Lake
Glen Ridge
West Palm Beach
Lake Clarke Shores
Palm Springs
Greenacres
Lake Worth Beach
Atlantis
Mobility Study Network
Benefit District
Parks and Greenspace
Unincorporated Palm Beach County
Palm Springs City Limts
0 0.25 0.5 1 Miles
N
NUE URBAN CONCEPTS
LAND USE · MOBILITY · PARKING · FEES
Produced by NUE Urban Concepts, LLC (2025)

VILLAGE OF PALM SPRINGS

2045 MOBILITY PLAN

DRAFT

February 2025



GO Palm Springs MOBILITY Plan and Fee

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

MOBILITY COHORT

DDEC

Further reading: A technical report has been prepared to document the legal basis for the mobility fee.



Jonathan B. Paul, AICP | Principal
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2000 PGA Blvd, Suite 4440
Palm Beach Gardens, Florida, 33408
Phone: 833-NUC-8484
Email:
nueurbanconcepts@gmail.com
www.nueurbanconcepts.com



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250 Royal Ct
Delray Beach, FL 33444
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Email: uyen@ddec.com
www.ddec.com



MOBILITY COHORT

Contents

Sections:

Section 1	Introduction
Section 2	Mobility Planning
Section 3	Mobility Fee
Section 4	Complete Streets
Section 5	Vision Zero
Section 6	2045 Mobility Plan
Section 7	Next Steps

Maps:

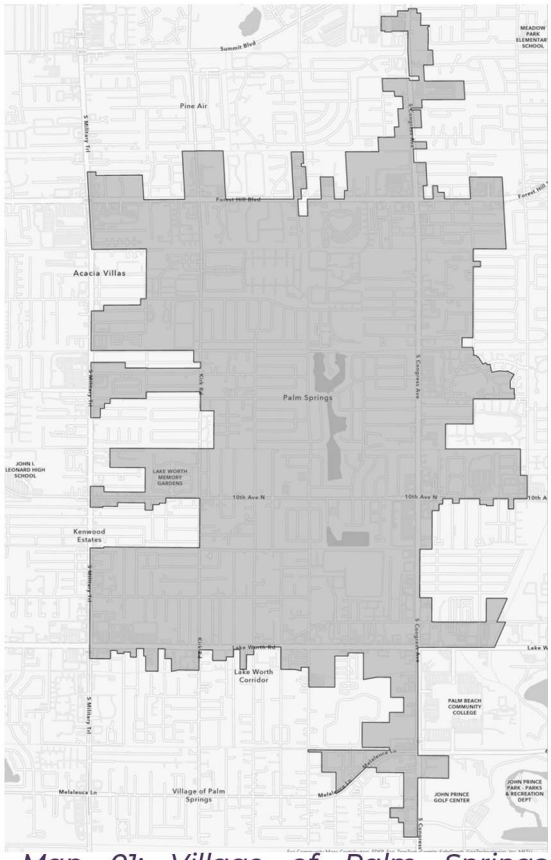
Map A	Bicycle Masterplan
Map B	Roadway Map
Map C	Multi-modal Plan
Map D	Transit Plan

Appendices:

Appendix A	Roadway Plan
Appendix B	Multi-modal Plan
Appendix C	Plan Program

SECTION 1
INTRODUCTION





Map 01: Village of Palm Springs Municipal Boundary

The Village of Palm Springs sits in central Palm Beach County, Florida, adjacent to Greenacres, Lake Worth Beach, Lake Clarke Shores, and West Palm Beach. With easy access to Palm Beach International Airport, Palm Beach County Park/Lantana Airport, Lake Worth Tri-Rail Station and Interstate 95, the Village is well connected with the greater South Florida region.

Background

Over the years, the Village and region have experienced significant growth and development. The resulting land use patterns and transportation demand have consequently stressed the existing area and affected how locals navigate their Village. With the increase in population surrounding the Village and an upcoming large-scale multifamily housing projects along Congress Ave and Forest Hill Blvd, the Village has and will continue to face challenges related to traffic congestion, safety, and quality of life. In response to these challenges, the Village of Palm Springs is implementing a Mobility Plan and Mobility Fee aimed at accommodating this growth and development, reducing traffic congestion, and promoting sustainable mobility options. The Mobility Plan focuses on improving access, safety, and connectivity for all users, including pedestrians, cyclists, and transit riders.

The Mobility Plan serves as the basis for the establishment of a Mobility Fee system that functions as an alternative to transportation concurrency enacted by the Florida Legislature. The Mobility Fee allows new development and redevelopment to mitigate its transportation impact to the Village of Palm Springs transportation system through payment of a one-time fee.

The plan was developed through several tasks, each documented with the findings that guided the development of the Mobility Plan and Mobility Fee. Relevant documentation is provided as exhibits in this report and in the Village of Palm Springs Mobility Fee Technical Report.

Village of Palm Springs 2045 Mobility Plan

The Village of Palm Springs 2045 Mobility Plan presents a 20-year vision prioritizing the movement of people through mobility transportation projects. The plan gives residents transportation choices through walking, bicycling, riding transit, using new mobility technology, or driving.

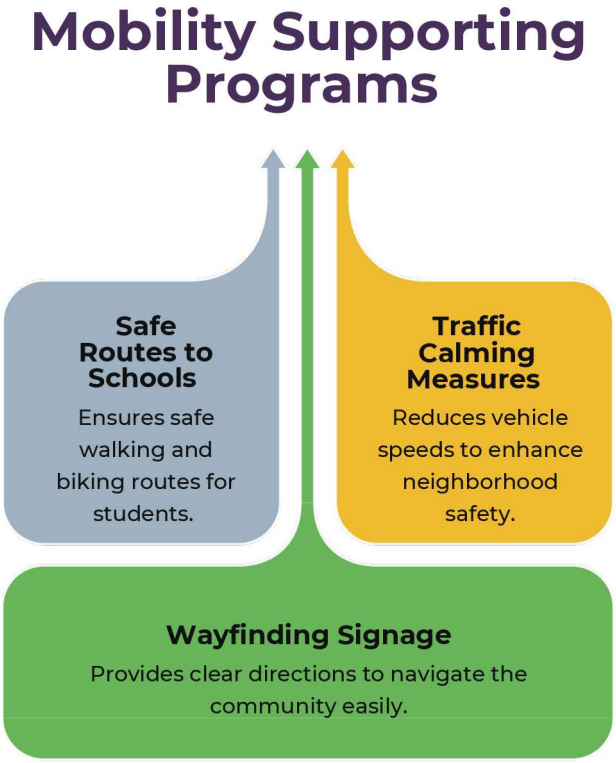
The Mobility Plan is made up of several subplans including:

- **Roadway Improvements** - Upgrades key corridors with complete streets elements like wider sidewalks, street trees, and safer crossings while maintaining traffic flow.
- **Multimodal Improvements -** Adds shared-use paths, new pedestrian crossings, and boardwalks connecting neighborhoods to parks, schools and commercial areas. Incorporates a Bicycle Master Plan network of protected bike lanes, and shared-use paths. Intersection upgrades will include pedestrian refuge islands, high-visibility crossings, and traffic calming to enhance safety for all users.
- **Transit Plan** - Partners with Palm Tran to enhance bus service and stops. Plans for mobility hubs at key locations will facilitate connections between travel modes.

Image 01: 2nd Ave Typical Section Rendering



The plan focuses on both local and regional mobility by improving connections to the Lake Worth Tri-Rail station. Implementation will require coordination with FDOT and Palm Beach County for improvements on state and county roads.

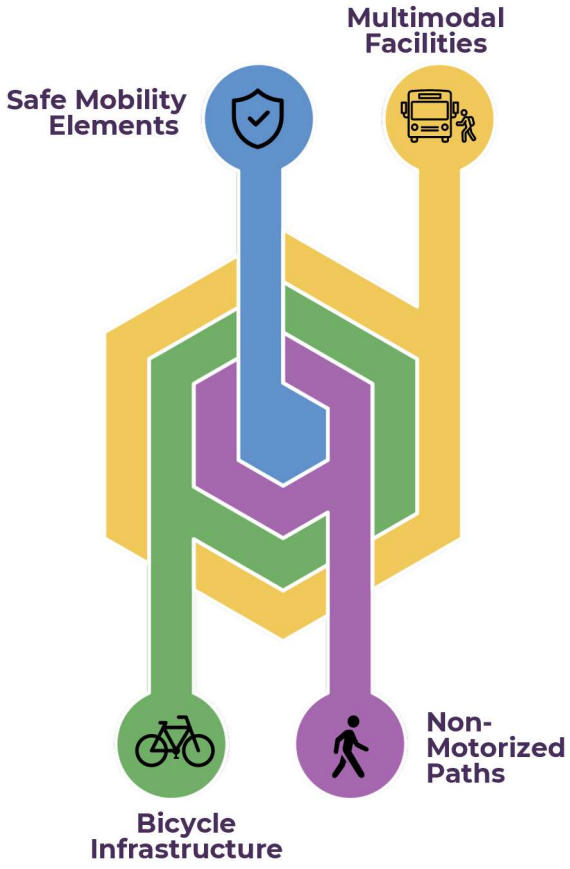


As required by Florida Statute, the Mobility Plan serves as the basis for the development of the Mobility Fee. **The Village of Palm Springs Mobility Fee Technical Report (June 2025)** documents the methodology used to develop mobility fees meeting **Florida Statutes 163.3180 and 163.31801** requirements for dual rational nexus and rough proportionality tests.

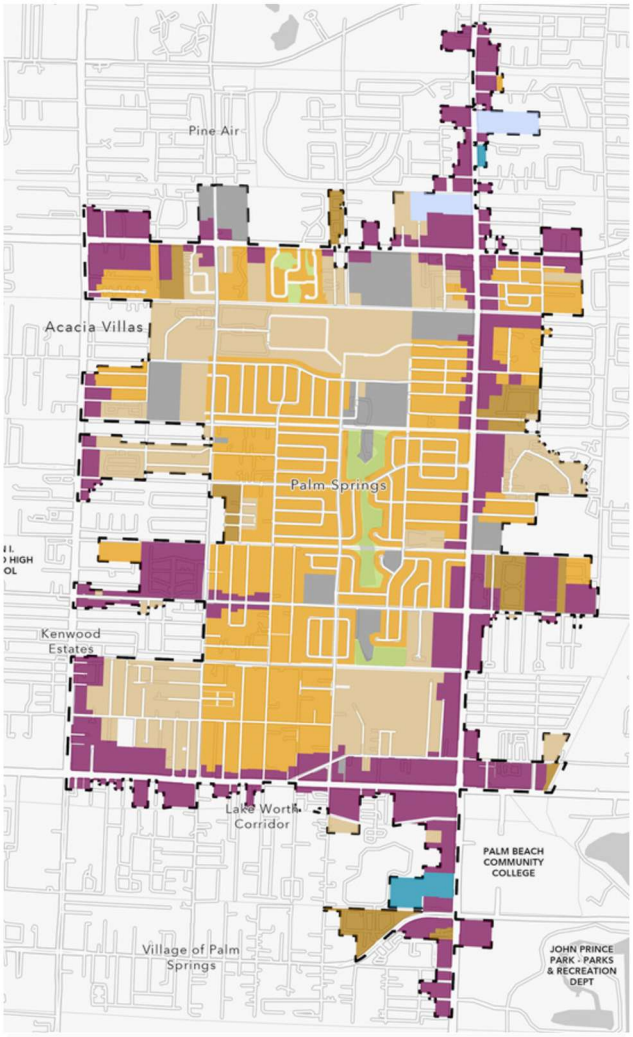
Palm Springs' Population Growth and Redevelopment Initiatives

The Village of Palm Springs has experienced population growth in recent years. According to Palm Beach County growth projections, the Village's 2022 population reached 27,103. Population projections using the Treasure Coast Regional Planning Model indicate significant growth by 2045, with the Village's population expected to increase to 32,437 and jobs projected to grow from 13.800 to 14,018. The Village established two Community Redevelopment Agency (CRA) areas in 2019, covering approximately 512 acres. The Village will focus redevelopment efforts along the Congress Avenue and Lake Worth Road corridors while preserving the character of established residential neighborhoods. This balanced approach helps accommodate projected growth while maintaining quality of life for current residents.

Image 02: Mobility Elements Graphic



Future Landuse Map: Village of Palm Springs



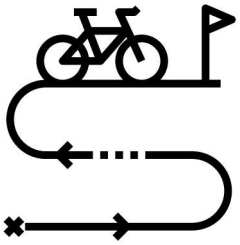
Future Land Use

- Commercial
- Conservation
- Industrial
- Mixed-Use
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public/Institutional

SECTION 2
MOBILITY PLANNING

What is a Mobility Plan?

A Mobility Plan is a forward-looking and progressive approach that sets forth a comprehensive vision of a transportation system that emphasizes the movement of people over cars and provides people with the opportunity to safely, comfortably, and conveniently walk, bicycle, ride transit, drive or use new mobility technology to move around their towns or cities. An effective Mobility Plan identifies transportation improvements such as sidewalks, trails, bike lanes, transit routes and stops, intersection improvements, and traffic calming that connect neighborhoods with important destinations. Mobility Plans may also identify strategic policies and programs that facilitate effective implementation of the proposed infrastructure projects.



Connected Network



Mobility Choices



Safety

In 2007, the Florida Legislature introduced the concept of Mobility Plans and Mobility Fees as an alternative to transportation concurrency and to provide an equitable way for new development to mitigate (offset) its impact to the transportation system.

In 2013, the Legislature updated the Community Planning Act to encourage and allow local governments to adopt alternative mobility funding systems, such as Mobility Plans and Mobility Fees, as a replacement for transportation concurrency, proportionate share, and road impact fees (Florida Statute 163.3180).

Image 03: Hispanic Heritage Festival Community Engagement



Why Does the Village Need a Mobility Plan?



Image 04: Sample Complete Streets Rendering

The Village of Palm Springs is projected to experience population and employment growth that will add new homes, businesses, and shops to the community over the next 20 years. These new residents and businesses will generate additional traffic and increase the demand for mobility transportation projects to travel within Palm Springs and to and from surrounding cities, communities, and neighborhoods.

The Mobility Plan provides a blueprint for the Village of Palm Springs to proactively prioritize mobility projects. Mobility Plans are different from transportation concurrency and road impact fees because they emphasize addressing travel demand from new growth, not only through new roads and widening of existing roads, but also by providing diverse mobility choices. This approach helps local governments find a balance between reducing congestion and supporting community growth.

Identifying project needs and priorities in the Mobility Plan will help the Village of Palm Springs take advantage of additional funding opportunities, such as federal and state assistance programs and grants. In coordination with Palm Beach Transportation Planning Agency, projects in Palm Springs's Mobility Plan may also be identified for funding through inclusion in the region's Long Range Transportation Plan.

How was the Mobility Plan & Fee Developed?

In 2024, The Village of Palm Springs contracted NUE Urban Concepts and DDEC, co-founding members of the Mobility Cohort, to lead in the development of a Mobility Plan and Mobility Fee that would transition Palm Springs from a transportation planning process primarily focused on moving cars to a multimodal system that emphasizes people and mobility choices. The development of the Mobility Plan was a collaborative process that brought together Village staff, business and property owners, and interested residents and included leveraging local knowledge, an analysis of existing conditions, and coordination with current planning initiatives to develop a strategic plan that will best serve residents and visitors of Palm Springs.

The first step in the development of the Mobility Plan was to identify anticipated future developments and to review the Village's Comprehensive Plan, Capital Improvements Program and other relevant Village and regional plans for improvements that are planned and programmed. The team then evaluated existing conditions to gain knowledge that informed the identification of additional projects to fill existing gaps and create a safe, convenient, and integrated transportation system.

The project team engaged with key stakeholders in the development of the Mobility Plan. These stakeholders included the Village of Palm Springs Staff, Palm Beach County, the Palm Beach Transportation Planning Agency (TPA), FDOT, and Lake Worth Water Management. By involving these groups early on in the planning process, the project team was able to gather insights and knowledge from various perspectives to inform the development of the plan.

Meeting with the Village of Palm Springs Staff was particularly important, as they possess a deep understanding of the community and its transportation needs. The Village mobility plan would need to take into account any improvements included in the County's Transportation Master Plan. Additionally, the Palm Beach TPA, the metropolitan planning organization for the region, helped to ensure that the Mobility Plan aligns with the region's long-term transportation goals.

To solicit meaningful public participation and feedback on transportation needs and recommended projects in the Mobility Plan and Mobility Fee, the project team implemented a communication strategy and provided public information. In the Spring of 2025, the Village held a public information meeting, introducing the Mobility Plan and Mobility Fee, presenting the draft Mobility Plan, and facilitating discussions about improving multimodal transportation in Palm Springs. The project team later presented an updated version of the Mobility Plan to the Village Commission that incorporated resident feedback and discussed the details of the Mobility Fee calculation.

The Mobility Fee is based on mobility projects established in the **2045 Mobility Plan** that are **"needed"** over the next 20 years to meet projected growth in travel demand. **The Mobility Fee Technical Report** has been developed to document the data and methodology to develop an alternative transportation system to replace transportation concurrency, consistent with Florida Statute Section 163.3180. The Mobility Fee Technical Report has been developed consistent with the **"needs"** and **"benefits"** requirements of the **"dual rational nexus test"** and the calculated mobility fee is **"roughly proportionate"** to the impacts of new development as required by Florida Statute Section 163.3180 and 163.31801.

Mobility Projects consist of **improvements, programs, and services such as sidewalks, multi-use paths and trails, cycle tracks, traffic calming, pedestrian safety, intersection improvements, raised intersections, roundabouts, multimodal crossings, pedestrian bridges, wider roads, transit circulators, wayfinding, and Safe Routes to School.**

New Development is defined as **"new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an increase in an impact to the transportation system."**

Impact is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged lands."**

Image 05: Village of Palm Springs Park Pathway Map Board



Mobility Planning in Palm Springs's Comprehensive Plan

The Village amended the Multi-Modal Transportation Element of the Comprehensive Plan to establish the legislative intent to adopt a mobility fee to fund mobility projects to encourage walking, bicycling, transit ridership, and the efficient use of the transportation system. The following are pertinent goals, objectives, and policies in the Multi-Modal Transportation Element.

TRANSPORTATION AND MOBILITY ELEMENT

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."

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

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."

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."

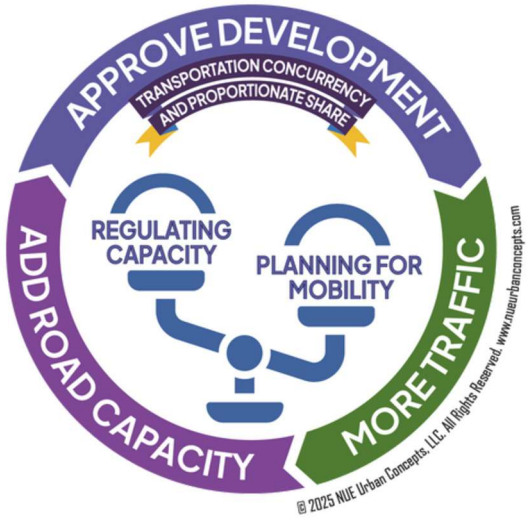


Image 06: Cycle of Roadway Development

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."

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."

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."

Policy 2.1.1. "The Village will continue to work with Palm Beach County, FDOT, and Palm Beach TPA to promote, develop, and fund mobility improvements within the Village.

Objective 2.2. "The Village shall continue to seek methods and sources to fund new transportation improvements and programs, including multimodal facilities."

Policy 2.2.2. "Mobility Fees - The Village shall evaluate and prepare a Mobility Fee Schedule and methodology of determination to include all multimodal transportation impacts projected from new construction and apply fees accordingly for the construction of identified necessary and desirable improvements."

Policy 2.2.6. "Alternative Funding Sources to Supplement Transit Funds — The Village shall evaluate the feasibility of establishing special assessment districts, impact fees or other alternative methods to fund ongoing, operating, management, and capital costs for transit serving the Village of Palm Springs. Any special Village-transit funding source is intended to augment, but not supplant, funds provided by PalmTran, Palm Beach County and other governments served by the same sub-regional transit systems serving Palm Springs."

Objective 3.1. "Support the expansion of the PalmTran commuter rail system, bus transportation, and bicycle and pedestrian facilities and avoid transportation system improvements that favor the use of single-occupancy vehicles as the primary means of transportation."

Policy 3.1.2. "Encourage travel on the PalmTran system."

Policy 3.1.3. "The Village, working with the appropriate transportation provider, shall enhance connections and encourage ease of transfer between the PalmTran station and other transit modes by supporting the expansion of public transportation including additional bus routes and park-and-ride parking facilities."

Policy 3.1.6. "The Village shall continue to request that FDOT, Palm Beach TPA , and the County use funds targeted for road widening projects for alternative mobility system projects related to the PalmTran station, additional bus routes, pedestrian access, bike facilities and other transportation system management improvements."



Image 07: Cycle of Roadway Development

SECTION 3
MOBILITY FEE

What is a Mobility Fee?

A Mobility Fee is a one-time payment made to the Village by new development (e.g., new or expanded homes or businesses) to mitigate its impact (e.g., travel demand, traffic) to the transportation system. The Mobility Fee is based on the mobility projects, adopted as part of the Mobility Plan, needed to accommodate future travel demand. Mobility Fees are authorized by Florida Statute Section 163.3180 and are intended to be an alternative transportation system that replaces transportation concurrency and road impact fees. They are not taxes on existing homes and businesses, they are only assessed if new development results in an increase in person travel demand. Mobility Fees are one of the funding sources available and provide the Village with greater flexibility to fund a variety of mobility projects. For more information on the Mobility Fee, please see the Village of Palm Springs Mobility Fee Technical Report.



Image 08: Cycle of Mobility Development

Who would pay if the Village of Palm Springs Mobility Fee was adopted?

Mobility Fees are charged for new development and redevelopment activities that require a building permit and result in an increase in travel demand beyond the existing use of the property. Mobility fees are not a tax and are not charged to existing homes or businesses unless there is an addition, change of use, expansion, or modification that generates additional person travel demand (impact) beyond the existing use of the property.

WHO WOULD PAY A MOBILITY FEE?

New development and redevelopment that generates additional travel demand

How will the Village fund Mobility Plan Projects?

In addition to Mobility Fees, the Village's Mobility Plan can be funded through various sources, including federal and state earmarks, grants, and programs offered by the federal government and Palm Beach TPA . While the County collects gas taxes, the majority of the funds are allocated for infrastructure maintenance. If the County adopted an infrastructure sales tax, some of the funds could be used to finance Mobility Plan projects.

The Village can also explore special assessments, Community Redevelopment Area ("CRA") funds, property taxes, and tourist development taxes to support Mobility Plan projects. Additionally, services and programs such as shared micromobility, smart parking, and transit circulator services may charge user fees to cover program and service costs. By identifying mobility projects as part of the Mobility Plan, the Village can take a proactive approach to pursue appropriations and other funding opportunities, in addition to Mobility Fees, that are often available to promote economic development or stimulate programs and grants.

Image 10: Village of Palm Springs Library



Image 11: Proposed Concept Design Midblock Crosswalk



SECTION 4
COMPLETE STREETS



What are Complete Streets?

Complete Streets are streets that are designed and maintained in consideration of people of all ages and abilities, whether they are walking, biking, scooting, taking the bus, driving, or using wheelchairs. There is no one-size-fits-all design standard for Complete Streets. Each Complete Street is unique and context-sensitive.

In order to enable safe, convenient, and comfortable travel and access for all people, Complete Streets may include bicycle lanes, shared-use paths, trails, traffic calming, landscaped medians / buffers, narrower travel lanes, roundabouts, curb extensions, high visibility crosswalks, and more.

The Village of Palm Springs adopted a Vision Zero Policy in 2021, committing to eliminate traffic fatalities and severe injuries through systematic infrastructure improvements, data-driven decision making, and community engagement.

The policy prioritizes street designs that protect vulnerable users through proven safety countermeasures like:

- Protected bike lanes
- Raised crosswalks and medians
- Lower speed limits in residential areas
- Improved street lighting
- Shorter crossing distances

Image 12: Complete Streets Design Elements



What is a Completed Network?

A Completed Network is a connected system of complete streets that allows for seamless and safe transportation between different modes. By incorporating the Village's unique historical, cultural, and environmental assets, a Completed Network can provide safe and convenient travel options for all residents, regardless of age, background, or ability. This approach allows for the efficient use of public space while promoting multimodal transportation, supporting active and healthy lifestyles, and reducing the Village's carbon footprint. With a Completed Network, the Village of Palm Springs can establish itself as a leader in sustainable transportation and provide its residents with an enhanced quality of life.



Image 13: Multi Use Path Concept Rendering



Image 14: On Street Bike Facilities

Complete Streets Elements

The mobility projects identified in the Mobility Plan were established based on the fundamental Complete Streets elements required to transition from a transportation system focused on moving cars toward a safer, more comfortable, and more convenient multimodal transportation system prioritizing the movement of people and providing mobility choices.

The Complete Streets elements to encourage walking and bicycling do not differ much from those that encourage driving: **(1) Mobility; (2) Equity; (3) Accessibility; (4) Connectivity; (5) Visibility; (6) Continuity; (7) Safety; (8) Comfort; and (9) Social Value.** If multimodal systems for moving people were built like those for moving cars, far more people would walk, bike, and ride transit.

Multimodal Elements



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. The lack of sidewalks, paths, trails, and bike lanes are often impediments to people choosing to walk or bike from home to work and other daily activities.



Accessibility: The ease at which people reach, enter, and use modes (walk, bike, transit, vehicle) of travel at the origin of their trip and the ease at which those people reach and enter their destination. Transit systems are frequently burdened with addressing first and last mile access.



Connectivity: The number of route options people have available to them to move from place to place and the directness (distance) of those route options to reach their destination. Gridded network of streets provides a high level of connectivity, whereas cul-de-sacs do not.



Visibility: The frequency at which those driving a car see people walking, bicycling, and using a mode of travel other than driving a car. More people walking and biking means more awareness that people walk and bike which equals safer conditions (i.e. safety in numbers). Green bike lanes, pavers at crosswalks, and flashing signals are all design elements used to increase visibility of people walking and bicycling.



Continuity: The uninterrupted consistency of multimodal facilities in width and condition with logical beginning and endpoints that are without gaps or sudden and abrupt termination. Roads do not suddenly terminate without warning or change number of lanes or width without proper transitions, so neither should sidewalks, paths, trails, or bike lanes.



Safety: The combination of behavioral and physical design elements of the built environment make mobility comfortable and pleasant for all ages and abilities. The elements that provide safety include physical separation and/or designation for different mobility modes that also encourage behavioral change making safety everyone's responsibility. Safety also includes respite, lighting, shade structure and other thoughtful features.



Social Value: The people-to-people connections one experiences in a shared space environment, whether biking, walking, or taking transit. The social value of these interactions increases both individual happiness and societal happiness through active engagement with the city that overall increases the quality of life and fosters independence, especially for children and the elderly.

SECTION 5
VISION ZERO

What is Vision Zero?

Vision Zero is a comprehensive plan to eliminate all traffic fatalities and severe injuries while transforming transportation systems to be safer, healthier, and more equitable for everyone. The strategy places particular emphasis on protecting vulnerable road users ("VRUs"), including pedestrians, cyclists, and motorcyclists, who face disproportionate risks on roadways.

The Vision Zero movement originated in Sweden in the 1990s, demonstrating remarkable success when the city of Oslo achieved zero traffic deaths in 2019 – a milestone that proved the approach's effectiveness. This success has catalyzed global adoption, with cities worldwide developing their own Vision Zero initiatives. As of February 2024, the Vision Zero Network has recognized 59 U.S. cities for meeting their comprehensive criteria, including several Florida communities: West Palm Beach, Fort Lauderdale, Tampa, and Hillsborough County.

In 2021, the Village of Palm Springs, Florida, integrated Vision Zero principles into its community planning through two key actions: adopting a Transportation and Mobility Master Plan and passing Resolution 2021-36, which established a formal Vision Zero policy aimed at eliminating traffic fatalities on village streets.

At its core, Vision Zero implements a Safe Systems approach, also known as Safety by Design. This represents a fundamental shift from traditional road safety paradigms. While conventional approaches relied heavily on training people to behave safely, assuming perfect human compliance, the Safe Systems approach acknowledges human fallibility as an inherent factor.

Instead of placing the full burden of safety on individual behavior, it creates multiple layers of protection through thoughtfully designed roads, vehicles, speeds, and policies. This system-wide approach ensures that when crashes do occur – as they inevitably will – the infrastructure and policies in place work together to minimize impact severity and prevent serious injuries or deaths. This proactive, multi-faceted strategy creates a more forgiving transportation system that protects all users, regardless of how they choose to travel.

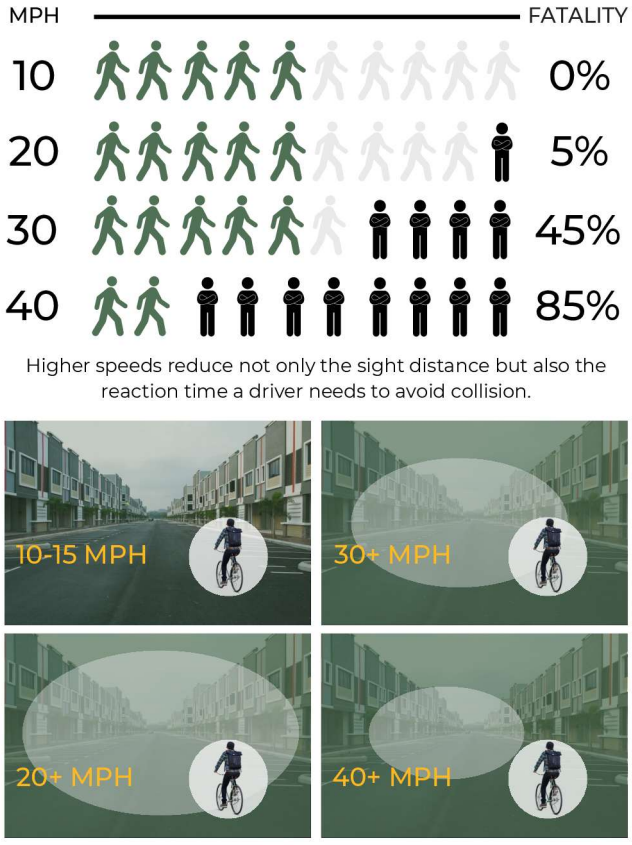
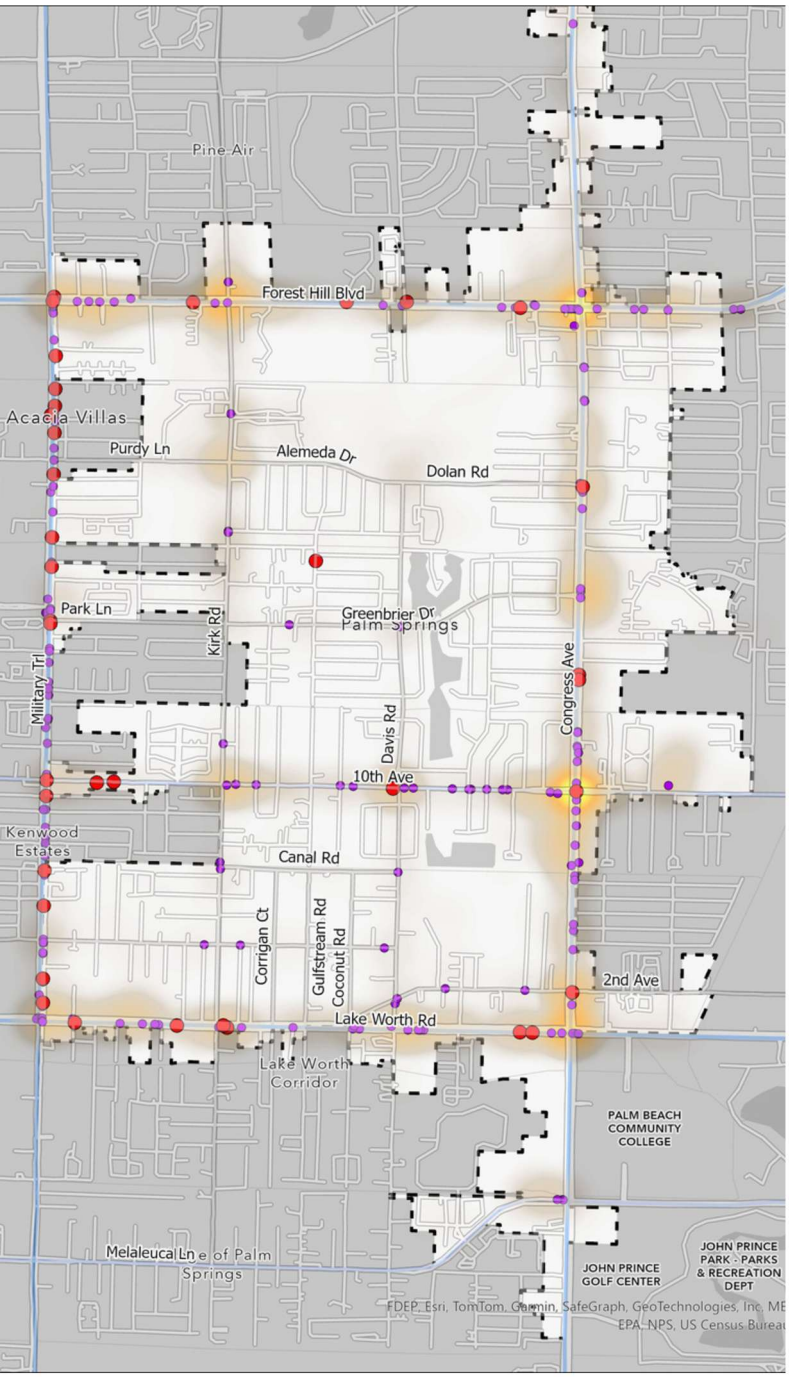


Image 15: Impact of Vehicle Speed on Safety and Driver Visibility

Why is Vision Zero Needed?



Map 02: Village of Palm Springs KSI Crash Map

Palm Springs faces major safety issues on Florida Department of Transportation ("FDOT") and Palm Beach County roads, which make up only 23% of total roads but account for 90% of all Killed or Seriously Injured ("KSI") crashes and 97% of fatal crashes. From 2014-2023, the village had 262 KSI crashes that resulted in 37 deaths and 254 serious injuries. Pedestrians, cyclists, and motorcyclists are the most vulnerable in serious crashes. Among them, pedestrians face the highest risk, with 28% of severe crashes resulting in death. Cyclists have a 15% fatality rate, while motorcyclists follow closely at 14%. Military Trail alone is responsible for 34% of all severe or fatal crashes and half of all traffic deaths in the area. Over the past decade, these crashes have led to more than $550 million in societal costs.

Several factors highlight the urgent need for Vision Zero: posted speeds are 10-15 mph above safe target speeds on major roads, poor lighting exists on key corridors like Military Trail, and 70% of pedestrian crashes happen within 200 feet of bus stops. Traffic violations data shows that failure to yield right-of-way (23%), improper road usage (19%), and driving under the influence (10%) account for over half of all KSI crashes. The village's status as a disadvantaged community, with 57% of residents living in disadvantaged census tracts and high rankings for climate risk (77th percentile) and social vulnerability (80th percentile) in Florida, shows the importance of implementing safety improvements that protect all road users, especially the most vulnerable residents. Despite an overall decrease in KSI crashes from 34 in 2014 to 20 in 2023, pedestrian crashes continue to rise, indicating a persistent safety challenge that requires immediate attention.



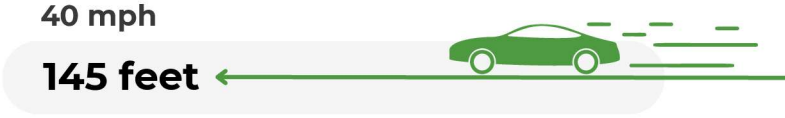
Image 16: Village of Palm Springs Trunk or Treat Event

Design for Safe Speed

Two key components needed for movement toward Vision Zero and Safer Streets for All are mobility projects and the speed of cars. Speed is the most important variable in reducing crashes, traffic deaths, and serious injuries. Studies have shown there is a direct correlation between the speed of car travel and the severity of crashes. As speed increases, so does the probability that a crash involving vulnerable road users (people walking, bicycling, scooting, in wheelchairs, etc.) or motorists will result in one or more fatalities. Traveling at a speed of 40 mph, a vehicle needs 145 feet to reach a full stop; while traveling at 20 mph, only 45 feet is needed. Similarly, if a person is hit by a vehicle traveling 40 mph there is only a 10% chance of surviving the crash; while traveling at 20 mph, there is a 90% chance of survival.

The primary factor in determining vehicle speed is the design of the roadway. Regardless of the posted speed limit, most drivers will travel at a speed that feels comfortable. This comfortability is largely determined by design factors such as lane width, road alignment (straight or curved), turning radii, the presence of multimodal infrastructure, the degree to which modes are mixed or separated, and visual friction.

Traveling at a speed of 40 mph, a vehicle needs 145 feet to reach a full stop



Traveling at a speed of 20 mph, a vehicle needs 45 feet to reach a full stop



Palm Springs faces major safety issues on its state and county roads, which make up only 23% of total roads but account for 90% of all KSI crashes and 97% of fatal crashes. From 2014-2023, the village had 262 KSI crashes that resulted in 37 deaths and 254 serious injuries. The most vulnerable users face the highest risks - pedestrians have a 28% fatality rate in KSI crashes, cyclists 15%, and motorcyclists 14%. These crashes occur most frequently on major corridors, with Military Trail alone accounting for 34% of all KSI crashes and 50% of fatal crashes. These incidents have cost the community over $550 million over the ten-year period.

SECTION 6

2045 MOBILITY PLAN

Multimodal Projects in the Mobility Plan

The Village's Mobility Plan features a variety of multimodal facilities designed to support diverse travel methods, including sidewalks, boardwalks, shared-use paths, multi-use trails, and complete streets. The graphic below highlights the on-street and off-street mobility projects outlined in the plan. While bicycle lanes and bicycle boulevards are included, they are not directly recommended in the Mobility Plan; however, they are endorsed in the Village of Palm Springs's Bicycle and Pedestrian Master Plan, which is integrated into both the Mobility Plan and the Mobility Fee.

The objective of the plan is to ensure safe and convenient transportation for all road users, regardless of age, ability, or background, while showcasing the Village's cultural, historical, and environmental features.

Bike lanes and sidewalks are specifically designed for non-motorized travel, primarily catering to pedestrians and cyclists. Elements like boardwalks, shared-use paths, multi-use trails, and neighborhood bicycle boulevards are acknowledged as safe additions within the mobility framework.

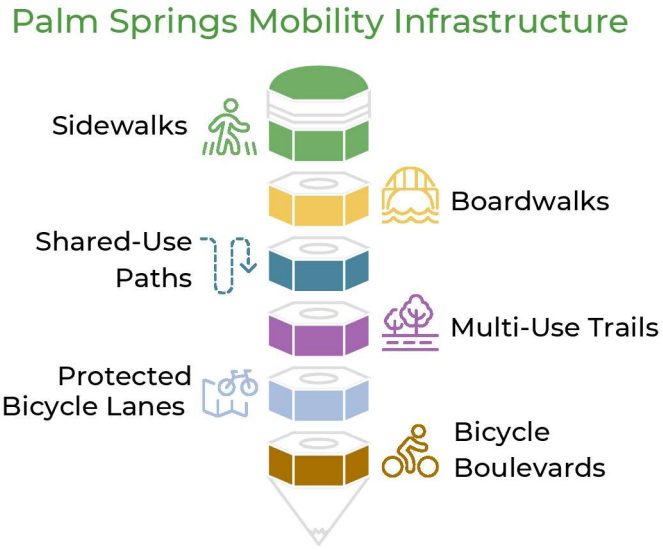


Image 17: Examples of Multimodal Features

Separated and Protected Bike Lane (Multi-Used)



Western Ave. - Cambridge



Flagler - FTL



Banyan Blvd. - WPB



Davie Road - Davie

Separated and Protected Bike Lane - Cycle Track



Penn Street Trail, PA



DT Loop - Orlando



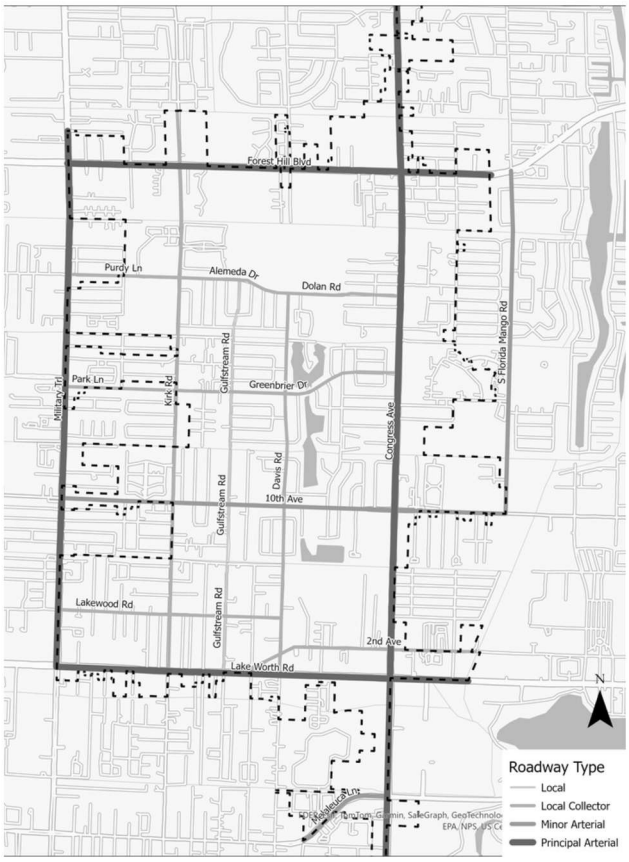
Okeechobee - WPB



Green Spine - Tampa

No road widenings are proposed in the Roadway Plan, because the Village's collector and arterial roads are either built out or designated as constrained roadways. In addition, an areawide roadway level of service analysis was performed as a part of an evaluation of existing conditions. The Mobility Study Road Network evaluated includes major roads within the Mobility Study Area including Village, County, and State roads. The areawide roadway level of service is achieved by dividing vehicle miles of travel ("VMT") by vehicle miles of capacity ("VMC"). A VMT/VMC ratio greater than 1.00 indicates that there are system deficiencies.

Based on the evaluation of existing conditions, the VMT/VMC ratio for 2024 is 0.92 (Table 1). This indicates that Palm Springs's transportation network has enough capacity as a whole to carry existing traffic with some capacity remaining to support new development.



Map 03: Village of Palm Springs Roadway Classification

Table 1. 2024 Areawide Level of Service

Functional Classification	Length (miles)	Lane Miles	2024 VMT	2024 VMC	VMT to VMC (VMT/VMC)
Minor Collector	1.07	2.14	8,313	17,257	0.48
Major Collector	21.92	58.69	207,111	431,099	0.48
Minor Arterial	7.41	35.57	251,892,	269,635	0.93
Principal Arterial	16.56	103.60	785,532	876,108	0.90
Limited Access (I-4)	3.23	32.30	818,027	653,752	1.25
Total	50.19	232.30	2,070,875	2.247.851	0.92

Source: Village of Palm Springs Mobility Fee Technical Report

Multimodal Plan

The Village of Palm Springs Mobility Plan is designed to improve transportation options and create safer, more accessible streets for everyone. This plan includes a combination of Complete Streets, multimodal improvements, and dedicated bicycle facilities. The goal is to provide better connections for pedestrians, cyclists, and drivers while enhancing the overall safety and efficiency of the village's roadways.

A key part of the plan is the addition of dedicated bicycle lanes along the perimeter of the village, on roadways like Military Trail and Forest Hill Blvd, giving cyclists a safe and reliable route around the community. Within the village, an extensive network of Multi-Use Trails will be developed along major east-west and north-south corridors. These trails will also follow the four main canal waterways, creating scenic and convenient pathways for walking, jogging, and biking.

Kirk Road is a primary corridor within the village and is planned to receive significant improvement. The road will be expanded to add a landscaped grass median. A Multi-Use Pathway will be added along one side of the road where space allows, providing a safe route for pedestrians and cyclists.

To enhance safety and improve traffic flow, roundabouts and raised intersections will be introduced in select areas. These features help slow down vehicles and make crossings safer for pedestrians and cyclists. Additionally, multiple new pedestrian crossings will be installed to connect different sections of the trail network, making it easier for residents to travel throughout the village without relying on a car.

Overall, the Village of Palm Springs Mobility Plan is a forward-thinking approach to transportation that focuses on safety, accessibility, and sustainability. By investing in these improvements, the village is creating a more connected and pedestrian-friendly community for residents and visitors alike.

Image 18: Example 2nd Ave. Multimodal Facilities





Image 19: Broward County Transit, Lauderhill Transit Center Regional Bus Station, (1429 N State Rd 7, Fort Lauderdale, FL 33313)

Mobility Hub

A mobility hub is a central location that provides various transportation options and services to promote transit to location inside and outside of a community. It integrates different modes of transportation, such as buses, trains, bicycles, pedestrians, and shared mobility services, such as ride-sharing and bike-sharing. Mobility hubs typically offer amenities like transit stations, bike parking facilities, electric vehicle charging stations, and information centers.

In today's rapidly evolving urban landscapes, mobility hubs have gained importance for several reasons. They enhance transportation efficiency by facilitating seamless transfers between different modes of transportation, allowing individuals to switch between walking, biking, public transit, and other shared mobility options. This reduces reliance on private vehicles and congestion.

Mobility hubs promote accessibility and equity by providing transportation options to all members of the community, including those without access to private vehicles. They enhance connectivity to key destinations, such as residential areas, employment centers, schools, healthcare facilities, and recreational areas, ensuring that everyone can reach these places conveniently and affordably.

By encouraging the use of sustainable transportation modes, mobility hubs contribute to reducing greenhouse gas emissions, air pollution, and the overall environmental impact of transportation. They support the adoption of walking, cycling, and public transit and promote a more sustainable and greener community.



Image 20: City of Longwood SunHUB Mobility Hub

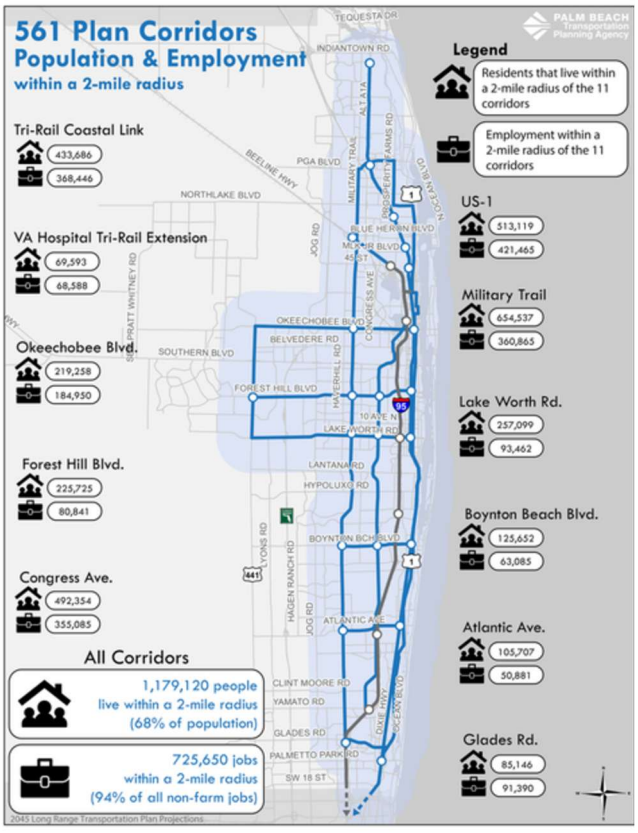
Palm Beach 561 Plan

The 561 Plan is a segment of the Palm Beach Transportation Agency's ("TPA") Vision 2045 Plan. This Plan seeks to improve mobility throughout the county by implementing road widening, bicycle infrastructure, and public transportation networks.

Palm Springs is well positioned to take advantage of the TPA's 561 Transit Plan which will include the addition of 2 East-West and 2 North-South enhanced transit corridors through the city. This will further include the addition of 4 major regional transit hubs around the periphery of the Village. These will serve to connect the residents of the village with a county-wide transit network.

According to the TPA this transit network is expected to capture all areas within a two-mile radius of the transit routes. This would include up to 68% of the county's residents and 95% of the county's employment centers providing a significant alternative to automotive transportation for County residents.

These transit hubs plan to offer amenities, public space, shared mobility, and parking solutions. As the integration of pedestrian-friendly elements is a key aspect of the 561 Plan.



Map 04: 561 Transportation Plan Map



Map 05: TPA Vision 2045 Mobility Plan Map

Studies, Programs & Policies Plan

The mobility plan proposes traffic studies, programs, and policies to supplement the recommended mobility infrastructure projects to create safer and more multiuse right of ways for the people of Palm Springs. The Plan includes a Vision Zero Action Plan, Residential Traffic Calming Program, Sidewalks Improvements Program, Bus Stop Relocation, Wayfinding Program, Quick Build Program, ADA Transition Plan Implementation, a future update to the Village of Palm Springs Bicycle & Pedestrian Master Plan, a Railroad Safety Study, and a Micromobility & Microtransit Program. Several of these recommendations are discussed in more detail in the next steps of this report.

The Micromobility & Microtransit Program is included to address the Village's desire to diversify mobility and encourage new modes of transportation throughout the Village. The Program will regulate the use of personal and shared micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles (golf carts, on-demand microtransit, neighborhood electric vehicles) within the Village and will address hours of operation, safety, shared mobility providers, rentals, and equipment. The Village will need to coordinate with FDOT and Palm Beach County regarding use of micromobility devices and low speed electric vehicles.

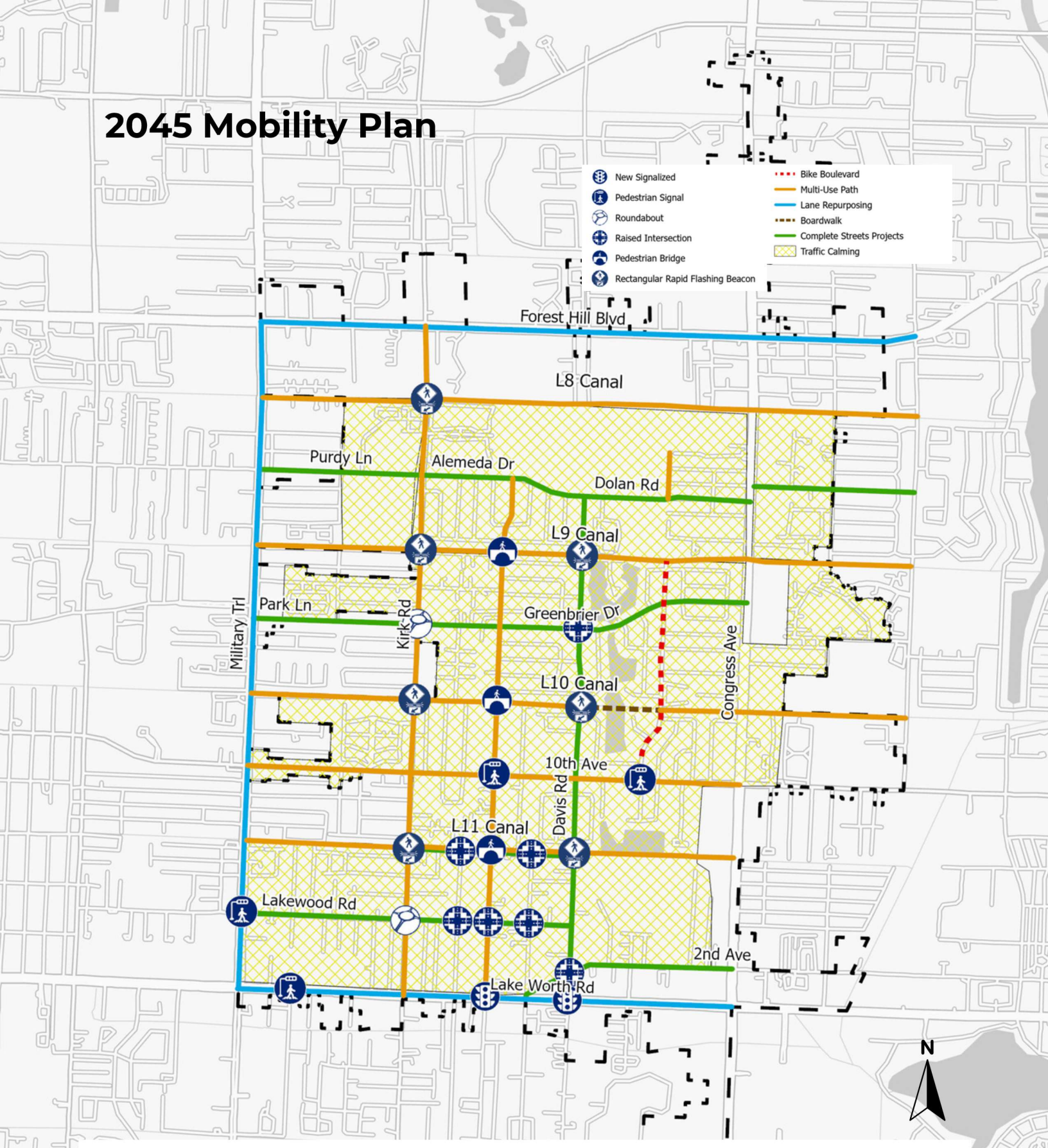
Certain streets in residential areas are recommended as Traffic-Calmed Streets. Traffic-Calmed Streets are streets that feature speed limits of 20 mph or less and incorporate various traffic calming elements such as curb extensions, chicanes, speed bumps / humps / tables, roundabouts and traffic circles.

One traffic calming technique utilizes restriping to create what is known as 'Yield Streets.' Yield Streets function as a traffic calming measure by using on-street parking or advisory bicycle lanes to visually narrow the width of the street and slow traffic. Yield Streets require drivers to slow down and use 'pull-off' locations to pass oncoming traffic. Other traffic-calmed streets have horizontal features that narrow the roadway, vertical features to encourage slower speeds, and safe crossings across high volume corridors.

The Sidewalk Improvement Program and ADA Transition Plan Implementation have been included to allow Mobility Fees to be used to fund sidewalks gaps and ADA improvements to address needs that have already been identified by the Village.

The implementation of a Vision Zero Action Policy and Plan, Wayfinding Program, and Tactical Urbanism Program are additional steps the Village could choose to take. By taking a comprehensive approach that considers the needs of all users and modes of transportation, Palm Springs can create a safe, accessible, and sustainable transportation system that supports the well-being of its residents and visitors.

2045 Mobility Plan



Mobility Projects for the Complete Streets Plan are shown on Appendix A. The Multimodal Plan (Appendix B) features new multimodal facilities such as, boardwalks, shared-use paths, and multi-use trails to meet the goals of the Mobility Plan.

EPA, NPS, US Census Bureau, USDA, USFWS

SECTION 7

Next Steps

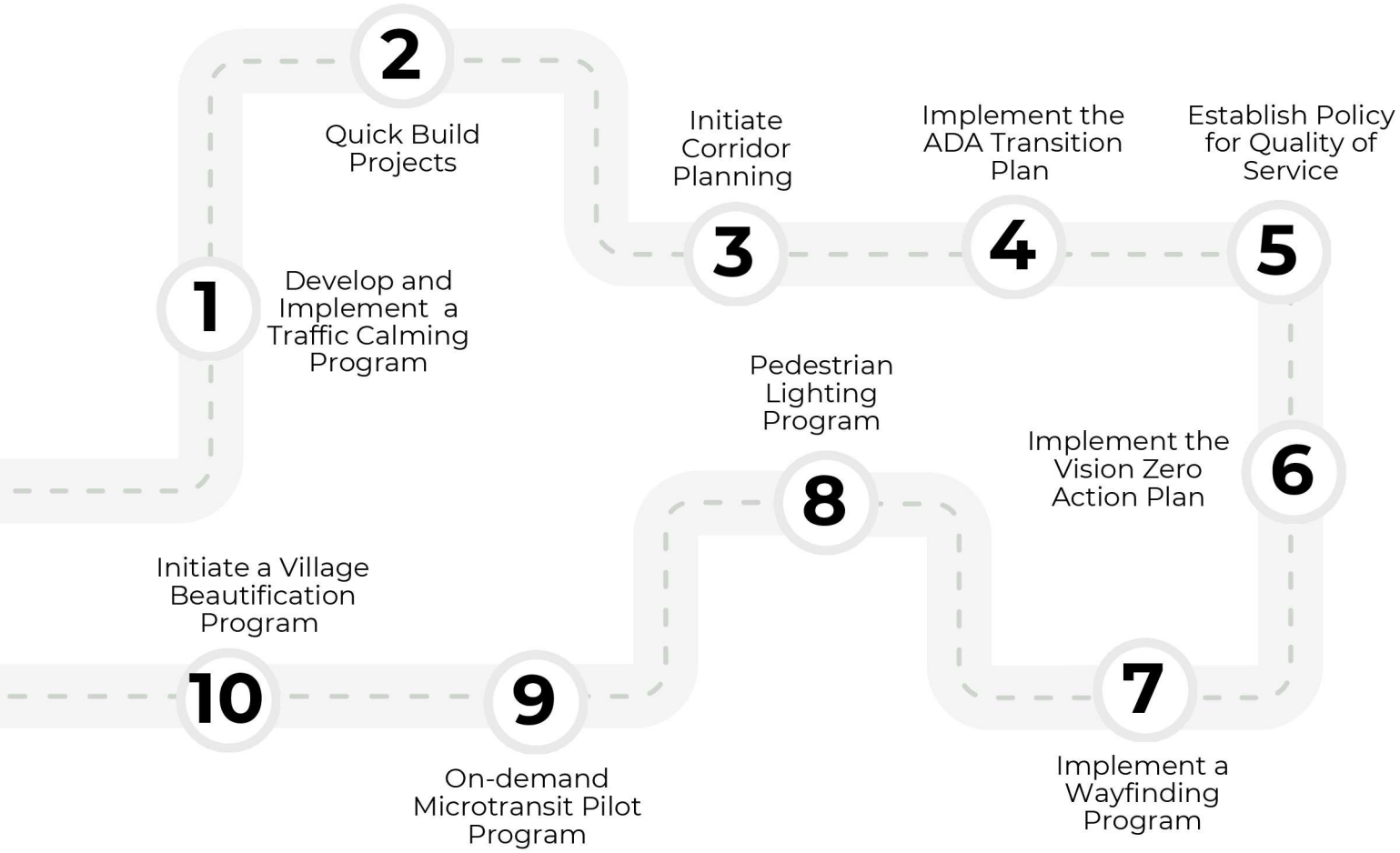


Next Steps

Palm Springs has many opportunities to meet the needs of residents now and for years to come. The Mobility Plan and Mobility Fee is a step towards a more robust and reflective network. The following next step programs and policies will support the Village as it moves towards implementing the identified mobility projects. Adopting and developing these policies and programs will support long-term objectives and continue the short and near term momentum necessary to achieve plan elements.

Potential next steps have been categorized into policy and planning, programs, and projects. Cities across Florida use these as ways to ensure the Mobility Plan is met and executed.

STEP BY STEP



1 Develop and Implement Residential Traffic Calming Program

Background

The Village should develop a Residential Traffic Calming Program and Ordinance as a next-step program. The limits of the Residential Traffic Calming Program should be implemented throughout the Village in residential focused areas. The Residential Traffic Calming Program prioritizes the safe and efficient movement of people bicycling, walking, and accessing transit by reducing motor vehicle speeds. Traffic calming is a low-impact, low-cost solution to achieving Complete Streets within the local roadway network and has been found to be effective in altering driver behavior. The goals of traffic calming are:

- Reduce vehicle traffic and speeds on local roads
- Enhance quality of life for residents and visitors
- Reduce crashes and improve safety

The Residential Traffic Calming Program establishes various horizontal and vertical elements to be used. Potential horizontal elements include street murals, pavement markings, on-street bike lanes, and other elements to narrow effective travel lane widths. The program would also establish criteria for vertical elements such as divided medians, chicanes, speed bumps / tables, raised intersections, or curb extensions. A balance of horizontal and vertical devices along with intersection treatments such as roundabouts or traffic circles are effective in maintaining residential access, while reducing cut-through traffic and lowering vehicle speeds.

Guidance

The program follows a four-step process, including:

1. A petition and preliminary evaluation,
2. A traffic study,
3. A public meeting; and
4. A final evaluation and implementation

To meet the minimum requirements for traffic calming and use best practices, the following criteria should be considered:

- The street must be a local residential street or collector street, with a posted speed limit of 20 mph or less.
- The street must have an average daily traffic volume of less than 5,000 vehicles.
- The street must not serve as an emergency vehicle route.
- The street must not have any physical constraints that would prevent the implementation of traffic calming measures, such as drainage ditches, narrow rights-of-way, or overhead utilities.
- The traffic calming measure must consider the impact on public safety or emergency response times (with thresholds defined by the program).
- The traffic calming measure must not negatively impact transit service (with thresholds defined by the program).
- The traffic calming measure must be supported by a majority of affected property owners.
- The traffic calming measure must be deemed feasible by the Village's traffic engineering staff.
- The traffic calming measure must be cost-effective and sustainable.
- The traffic calming measure must comply with all applicable design standards and guidelines.

Traffic Calming Examples

Traffic Calming Technique	Description	Advantages	Disadvantages
Speed Humps	Raised pavement sections that force drivers to slow down	Effective at reducing speeding; Relatively low cost	Can cause discomfort for passengers and emergency vehicles
Roundabouts	Circular intersections that slow traffic and improve flow	Reduce number and severity of crashes; Improve traffic flow	Require more space than traditional intersections; Can increase congestion during peak hours
Chicanes	Altering the layout of streets to create curves or other challenging features	Slows traffic; Creates visual interest	Can be expensive; May cause confusion for drivers
Shared Spaces	Removing traditional street markings and signals to encourage drivers, cyclists, and pedestrians to share the road	Reduces speed and promotes safety; Can improve aesthetics of the area	Requires significant public education and outreach; May be confusing for drivers and pedestrians
Traffic Islands	Raised areas in the center of a street that force drivers to slow down and navigate around them	Effective at reducing speeding; Can improve aesthetics of the area	Require significant space; Can obstruct emergency vehicle access

Other traffic calming design considerations include:

- Target speed of 20 MPH.
- The most effective distance between traffic calming devices is 300-500 feet.
- Traffic calming devices should not be less than 150 feet from an intersection or bridge.

To formalize the program, the Village should adopt a Traffic Calming Ordinance, develop a Traffic Calming Advisory Committee composed of technical and public stakeholders, and allocate funding to this program. Residents will have step by step instructions on submitting a petition to the Village Public Works Department. The combination of program elements provide a formal process to assess community requests, provide for technical determination of feasibility and develop a traffic calming device menu.

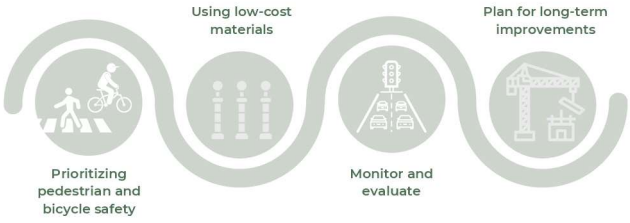
2 Develop a Quick Build Program

Background

Tactical Urbanism, or quick build road projects, are a type of transportation infrastructure project that is designed to be constructed quickly and inexpensively, often using low-cost materials and temporary designs. These projects are intended to provide immediate improvements to the transportation network, while also allowing for future, more permanent, adjustments based on feedback, monitoring and evaluation, and data.

The Village of Palm Springs should consider the guidance provided by NACTO's "Don't Give Up at the Intersection" report to implement quick build road projects that prioritize the safety and accessibility of all transportation users. This could involve using low-cost materials and temporary designs to quickly and efficiently implement improvements to intersections and other transportation infrastructure.

The Village should consider several key recommendations for improving intersection design, including:



Guidance

Tactical Urbanism projects typically use a variety of low-cost, easy-to-implement materials that are readily available and can be quickly installed. Here are some examples of quick build materials:

- Paint: Paint can be used to create temporary or semi-permanent markings, such as crosswalks, bike lanes, and traffic calming measures.
- Plastic bollards: Plastic bollards are durable and flexible barriers that can be quickly installed to separate bike lanes from vehicular traffic or to create temporary pedestrian plazas.
- Planters: Planters can be used to create temporary curb extensions, which help slow down traffic and create more space for pedestrians and cyclists.
- **Rubber speed humps:** Rubber speed humps can be used to reduce vehicle speeds and improve safety for pedestrians and cyclists.
- **Flexible posts:** Flexible posts can be used to delineate bike lanes or other areas of the road, and can be easily removed if necessary.
- **Prefabricated elements:** Prefabricated elements, such as concrete curb extensions or pedestrian islands, can be used to quickly and easily create semi-permanent infrastructure improvements.

These materials can be used to create a range of quick build projects, from temporary pop-up bike lanes to semi-permanent pedestrian plazas. By using low-cost, readily available materials, these projects can be implemented quickly and inexpensively, making it easier to run pilot programs and make rapid improvements to transportation infrastructure.

3 Initiate Corridor Planning

Background

It is recommended that the Village of Palm Springs fund and program preliminary planning and engineering studies for select projects to ensure project feasibility. Mobility Plan project recommendations should be prioritized and programmed for implementation into the Village's Capital Improvements Plan.

To ensure project feasibility, the Village should invest in funding preliminary planning and engineering studies. Steps for Corridor Planning involve a process of assessing what data, decisions and relationships need to be considered, acquired or made throughout the corridor planning process.

The Village may benefit in developing a Corridor Planning Checklist to highlight risks and funding opportunities. Per F.S. 163.317, a Capital Improvement Plan is to be reviewed by the local government on an annual basis, the corridor planning phase can be identified as an initial phase of an unfunded project. The Village should provide detailed information about the proposed project through a Corridor Planning Development process.

Guidance

The following are items that may be included in a Corridor Planning Checklist:

- Project location, limits, and length
- Project purpose
- Existing posted speed and target speed with anticipated changes in posted speed limits and design speeds
- Consistency of the proposed project with the applicable Long-Range Transportation Plan ("LRTP"), Transportation Improvement Program ("TIP"), Transit Development Plan ("TDP"), Comprehensive Plan, master plans, visions, and Complete Streets Initiatives.
- Safety Analysis
- Impact on school crossing locations and midblock crossings
- Case-specific special considerations to be determined (e.g., railroad crossing improvements)
- Proposed change in lane configuration - typical sections development
- Proposed use(s) for the right-of-way after the lanes are eliminated (e.g., widened sidewalks, bicycle lanes, landscaping, on-street parking, and transit lanes)
- Impact on bicycle/pedestrian infrastructure and connectivity
- Impact on transit routes, stop locations (including appropriateness of turn radii and lane widths), include total number of stops and routes in the area
- Utilities coordination, proposed utilities upgrades and capital improvement projects, development projects, etc.
- Public involvement, agency outreach and endorsement - plan for obtaining input and review from businesses, residents, and other stakeholders
- Project cost estimate, funding source, and schedule

4 Implement the ADA Transition Plan

Background

I'll help you write an ADA Transition Plan following a similar format and length.
Background It is recommended that municipalities develop and implement a comprehensive Americans with Disabilities Act ("ADA") Transition Plan to ensure equal access to all public facilities, programs, and services for individuals with disabilities. The ADA, enacted in 1990, requires public entities to remove barriers that prevent people with disabilities from accessing public spaces and services.

The Village has demonstrated its commitment to ADA compliance by conducting a thorough evaluation of its facilities and infrastructure, identifying specific barriers that need to be addressed. This proactive approach positions the Village to move forward with strategic barrier removal and accessibility improvements. The implementation phase will focus on systematically addressing identified barriers in buildings, sidewalks, curb ramps, pedestrian signals, and other public infrastructure throughout Palm Springs. For the Village, executing this transition plan will help prioritize improvements, allocate resources effectively, and ensure systematic progress toward full accessibility. The plan's implementation will create a more inclusive environment for all community members while maintaining compliance with federal ADA requirements. Regular monitoring and updates will ensure the plan remains responsive to community needs and effectively addresses the identified barriers.

Guidance

To successfully implement the ADA Transition Plan based on the completed self-assessment, the Village of Palm Springs should establish a comprehensive framework that includes prioritization strategies, detailed timelines, clear responsibilities, and ongoing monitoring processes.

Key Implementation Elements:

- Prioritization Strategy - Develop a clear ranking system for addressing barriers based on severity of impact, frequency of facility use, and public input from the disability community
- Implementation Timeline - Create a detailed schedule for barrier removal projects, including specific start and completion dates, considering both immediate needs and long-term improvements
- Project Management Responsibilities - Designate specific staff members or departments to oversee various aspects of the plan's implementation, ensuring clear accountability and coordination
- Cost Analysis and Budgeting - Prepare detailed cost estimates for each identified barrier removal project and develop annual budget allocations to support systematic improvements
- Technical Compliance Standards - Establish specific construction and design standards that meet or exceed current ADA requirements for all barrier removal and modification projects
- Public Communication Plan - Maintain regular updates to the community about implementation progress, upcoming projects, and opportunities for public input through various communication channels

5 Adopt Quality of Service (QOS) Standards

Background

The Village should develop Quality of Service ("QOS") standards to establish a policy framework for moving towards Vision Zero and Safer Streets for All.

Street QOS standards are based on posted speed limits and are recommended for adoption in the Comprehensive Plan in recognition that slower speeds create a safer transportation system for all modes of travel. QOS standards for people walking, biking, or using micromobility or microtransit are based on (1) the width of the facility (i.e., bike lane, path, sidewalk); (2) the type of physical separation between multimodal facilities and travel lanes for cars, SUVs, and other motor vehicles; and (3) the posted speed limit.

QOS standards can either be an alternative or a complement to roadway LOS standards. They are similar to roadway LOS standards in that they offer a methodology with which to evaluate deficiencies in the transportation system.

A clear methodology allows cities to correct public facility deficiencies and identify system needs which are necessary to implement the comprehensive plan in a consistent manner. QOS standards provide a more flexible and innovative methodology (approved by FDOT) within which to reimagine who the transportation system is serving and how streets are designed and evaluated.

Guidance

QOS standards are intended to be used for the following planning and design activities and incorporation into the Comprehensive Plan ("CP") and Land Development Regulations ("LDRs"):

- Identification of mobility needs and mobility projects to address those needs.
- Performance measures to evaluate over time changes in service and mobility provided.
- Prioritize mobility projects for annual capital improvement programming.
- Develop Complete Streets design standards in the LDRs for new and retrofitted streets.
- Implement FDOT's Context Classifications for Complete Streets.
- Develop mobility strategies in the Comprehensive Plan and Land Development Regulations for new development.
- Develop a multimodal site access analysis methodology and internal street evaluation requirements; and
- Develop multimodal criteria to review Comprehensive Plan Amendments and Planned Unit Developments.

6 Implement the Vision Zero Action Plan

Background

Vision Zero is a road safety policy that aims to eliminate all traffic fatalities and serious injuries, while increasing safe, healthy, equitable mobility for all. The Village of Palm Springs can benefit from a Vision Zero Policy as it will create a safe, healthy and equitable environment for all residents and visitors, and help to prevent traffic-related deaths and injuries. The policy focuses on the 3 Es: Engineering, Education, and Enforcement, which are crucial to improving road safety.

	# of Crashes	# of Injuries	# of Fatalities
Riviera Beach	4,999	1,243	34
Village of Palm Springs	18,101	2,949	37

Between 2014 and 2023, Riviera Beach has significantly fewer crashes and injuries compared to the Village of Palm Springs. Riviera Beach records a total of 4,999 crashes, about one-fourth of the 18,101 crashes in the Village of Palm Springs. Similarly, Riviera Beach has less than half the number of injuries and roughly the same number of fatalities as the Village of Palm Springs.

Guidance

The 3 Es for the Village of Palm Springs are:

- Engineering: This involves designing and building streets that prioritize the safety of all users, including pedestrians, bicyclists, and motorists. It includes actions such as traffic calming, shared-use paths, and pedestrian crossings.
- Education: This involves educating the public about road safety, through programs such as driver education, public awareness campaigns, and community events.
- Enforcement: This involves enforcing traffic laws to ensure that all road users are obeying the rules of the road. This can include increased police presence, automated speed cameras, and targeted enforcement efforts.

A Vision Zero Action Plan is a document that outlines the specific actions and strategies that a Village will undertake to achieve zero traffic fatalities and serious injuries. It includes a range of strategies across the 3 Es, and typically involves collaboration between multiple Village departments, community groups, and other stakeholders.

An example of a simple Vision Zero strategy is the "20 is Plenty" campaign, which aims to reduce speed limits to 20 mph in residential areas. This campaign has been shown to improve road safety and reduce fatalities and serious injuries. The Village could adopt the campaign by resolution.

7 Implement a Wayfinding Program

Background

It is recommended that the Village of Palm Springs implement a wayfinding program to enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Complete Streets often use wayfinding and route signage as essential components of mobility planning elements beyond the construction of a continuous, interconnected network of multimodal improvements.

Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their points of interest around the Village. The approach to any project begins with understanding community needs and the environment; to help people become familiar with the surroundings, and provide guidance to destinations. Locations of significant landmarks, historic sites and architectural buildings are examples of destinations. At these locations, a simple sign or symbol is preferred, but it must be distinctive.

Image 21: Village of Palm Springs Wayfinding Standards

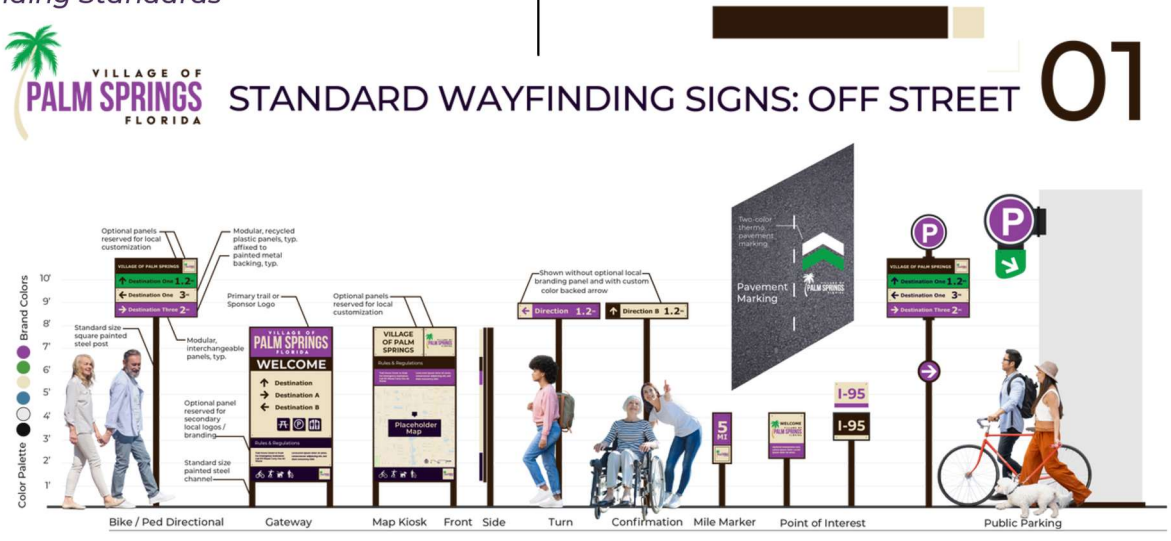
Guidance

The following criteria are priorities for phased implementation to develop a effective implementation schedule:

- Develop a funding strategy and project phasing.
- Determine program specifications.
- Develop a location plan.
- Visioning and public meeting to present preliminary recommendations.

The following best practices will assist the Village to provide seamless wayfinding that addresses all modes of transportation starting with pedestrians:

- Destinations can be conveyed with walking information deployed in stations and other digital tools utilizing and leveraging technology to quickly obtain information through modal integration.
- A strategic deployment of a single standard that is unique to the district allowing for content that is unique to the area through local distinctiveness.
- Design for all users by developing a plan that prioritizes safety, with accessibility as the focal point.



8 Implement a Pedestrian Level Lighting

Background

It is recommended that the Village of Palm Springs implement enhanced pedestrian-level lighting standards to improve safety, accessibility, and visibility for all users of public spaces, particularly during evening hours. The Village's commitment to creating well-lit pathways and public areas demonstrates its dedication to community safety and accessibility. Proper lighting is essential for creating secure walking environments, reducing trip hazards, and ensuring that all community members, including those with visual impairments, can navigate public spaces safely.

For the Village, implementing comprehensive lighting standards will enhance the overall quality of public spaces, support crime prevention through environmental design ("CPTED") principles, and improve the visibility of pathway obstacles and elevation changes. The lighting implementation should focus on walkways, crosswalks, public gathering spaces, and areas with high pedestrian activity. Standardized lighting specifications will ensure consistent illumination levels throughout the Village while considering energy efficiency and dark sky compliance.

Guidance

Enhanced pedestrian lighting is important for creating safe, accessible pathways throughout the Village. Implementation should follow specific technical standards while considering both safety and aesthetic impacts.

Key Implementation Elements:

- Light Level Requirements - Maintain minimum 1.0 footcandle along pedestrian walkways and 2.0 footcandles at crosswalks and intersections, with a maximum uniformity ratio of 4:1
- Fixture Specifications - Install energy-efficient LED luminaires mounted at 12-14 feet height for pathways and 16 feet maximum for parking areas, using full cut-off fixtures to minimize light pollution
- Color Temperature - Utilize warm white LED lights (3000K-4000K) to provide natural color rendering while maintaining visual comfort
- Control Systems - Implement photoelectric controls for automatic dusk-to-dawn operation, with the capability to adjust lighting levels during low-activity periods
- Priority Areas - Focus initial implementation on high-traffic pedestrian zones, transit stops, parks, buildings, and areas identified in the ADA assessment as needing improved visibility
- Maintenance Schedule - Establish regular inspection and maintenance protocols, including quarterly checks for proper operation and annual cleaning of fixtures
- Energy Efficiency - Select fixtures meeting or exceeding Energy Star certification requirements, with a minimum efficiency of 100 lumens per watt
- Dark Sky Compliance - Ensure all new fixtures meet International Dark Sky Association (IDA) standards for reducing light pollution and sky glow

9 On-Demand Microtransit Pilot

Background

On-demand microtransit is a flexible transportation service that uses small, low-speed vehicles such as golf carts to transport people on short trips within a defined service area. The service is typically summoned through a smartphone app, allowing riders to schedule a pick-up and drop-off location and time.

For the Village of Palm Springs, a microtransit service using low-speed vehicles could help provide transportation options for people who may not have access to a personal vehicle or find it hard to walk long distances. This could make transportation more affordable and convenient for residents and visitors, reducing the need for personal vehicles and parking. Using microtransit would also give the Village more control over its transit service, instead of relying solely on the regional PalmTran bus system. A microtransit service would be useful for short, local trips that are around 3 miles or less. These trips make up around half of all daily trips.

During major events in the Village of Palm Springs, on-demand microtransit could help offset parking demand by providing a convenient transportation option for attendees. The service could transport attendees from designated parking areas to the event location, reducing the need for large parking lots and easing traffic congestion in the downtown area.

Guidance

To initiate the on-demand microtransit, the Village should consider the following:

- Conduct a feasibility study: Conduct a feasibility study to determine the need for on-demand microtransit services and the areas that require such services. The study would also help in identifying potential partners and service providers.
- Develop a plan: Develop a plan that outlines the goals, objectives, and strategies for implementing on-demand microtransit services. The plan should also outline the roles and responsibilities of various stakeholders.
- Identify partners: Identify potential partners, such as microtransit service providers, private developers, and event organizers. Establishing partnerships with local businesses and event organizers would help offset the demand for parking during events.
- Develop a pilot program: The pilot program would help determine the level of demand and help identify any issues that need to be addressed.
- Obtain permits: Low-speed vehicles typically cannot operate on arterial roads with posted speed of 35 MPH or higher. The Village would need to obtain permits from relevant authorities, such as the Florida Department of Transportation (FDOT) and Palm Beach County, for the use of low-speed vehicles on State or County roads.
- Publicize the program: Publicize the on-demand microtransit program through various channels, such as social media, local news outlets, and community events.

10 Initiate a Village Beautification Program (Streetscape, Street Trees and Landscape Enhancement Plan)

Background

It is recommended that the Village of Palm Springs establish a comprehensive Beautification Program encompassing streetscape, street trees, landscape enhancement, and canal bank improvements. This initiative would transform both traditional streetscapes and the Village's extensive canal system into attractive, functional spaces that enhance the community's character. Through collaboration with the Lake Worth Drainage District ("LWDD"), the Village can extend beautification efforts to canal banks, creating linear parks and enhanced green corridors while maintaining necessary drainage functions. Streetscape and tree canopy improvements, combined with canal bank enhancements, are crucial for creating safe, comfortable, and attractive environments for multimodal travel while improving overall urban quality. The program would begin with a thorough inventory of existing landscape assets, including canal banks, to identify appropriate types of canopy and understory trees, establish landscape treatments, and develop prioritization criteria. The focus would be on core objectives including enhancing existing vegetation, implementing proposed streetscape projects, and adding canopy trees where Complete Streets and multimodal improvements are recommended. Success requires dedicated staff for program initiation and maintenance, as well as strong coordination with LWDD for canal bank improvements.

Guidance

A comprehensive beautification strategy requires careful planning, sustainable funding, and clear implementation guidelines for both traditional streetscapes and canal bank enhancements.

Key Implementation Elements:

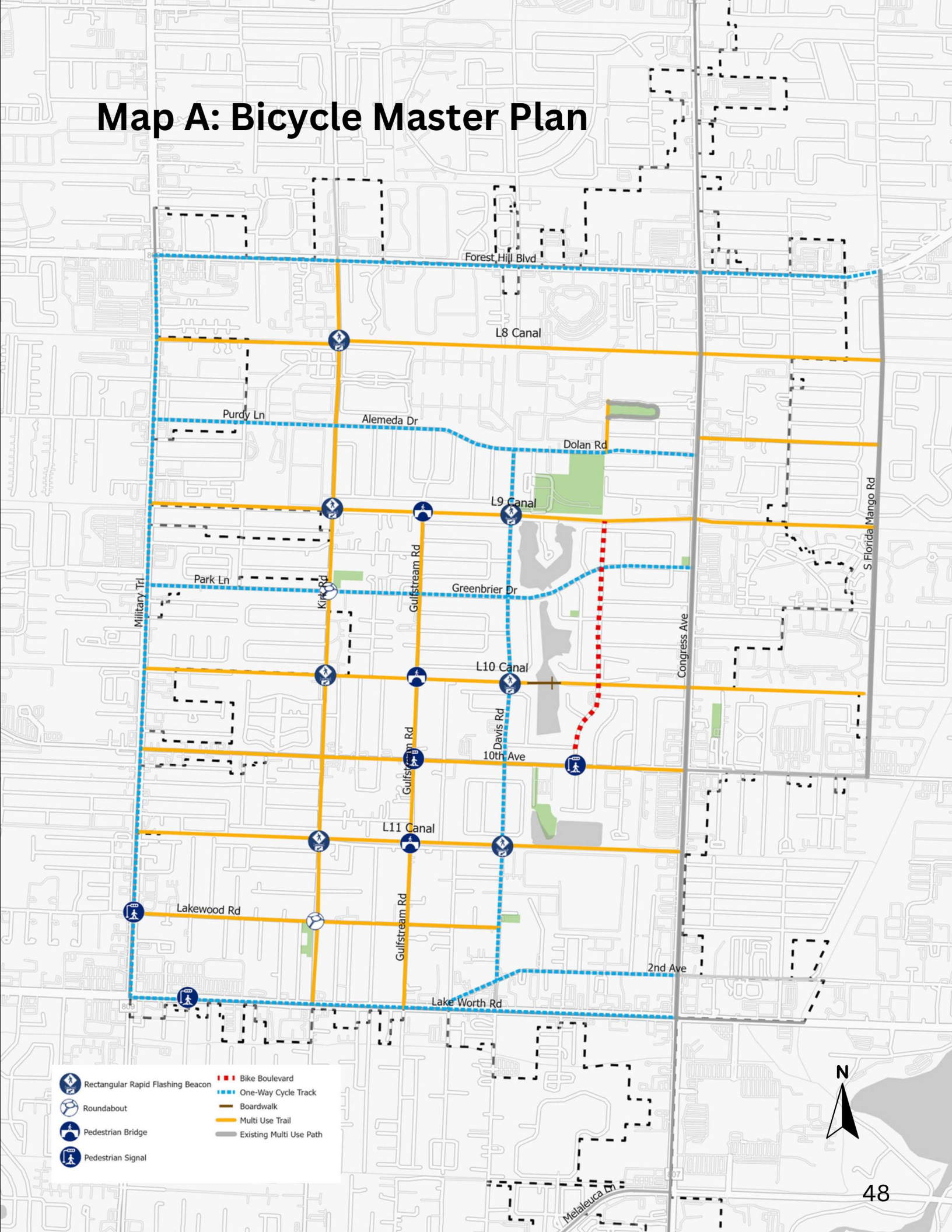
- Funding Mechanism - Dedicate 1% of developer fees to the Village's Beautification program, potentially supplemented by grants and public-private partnerships, with specific allocations for canal bank projects
- LWDD Partnership Framework - Develop formal agreements with LWDD outlining responsibilities, maintenance protocols, and design standards for canal bank improvements while ensuring drainage function preservation
- Native Species Selection - Consult with arborists and LWDD to create an approved list of Florida native trees and plants suitable for both streetscapes and canal banks, emphasizing species that enhance water quality and bank stability
- Implementation Process - Integrate beautification projects into existing street maintenance programs while coordinating with LWDD's maintenance schedule for canal work
- Technical Standards - Establish specific design guidelines for both streetscape and canal bank improvements, including setback requirements, plant spacing, and maintenance access
- Maintenance Protocol - Define clear responsibilities for ongoing maintenance, with the Village, LWDD, and property owners each having specific roles in upkeep and monitoring

MAPS

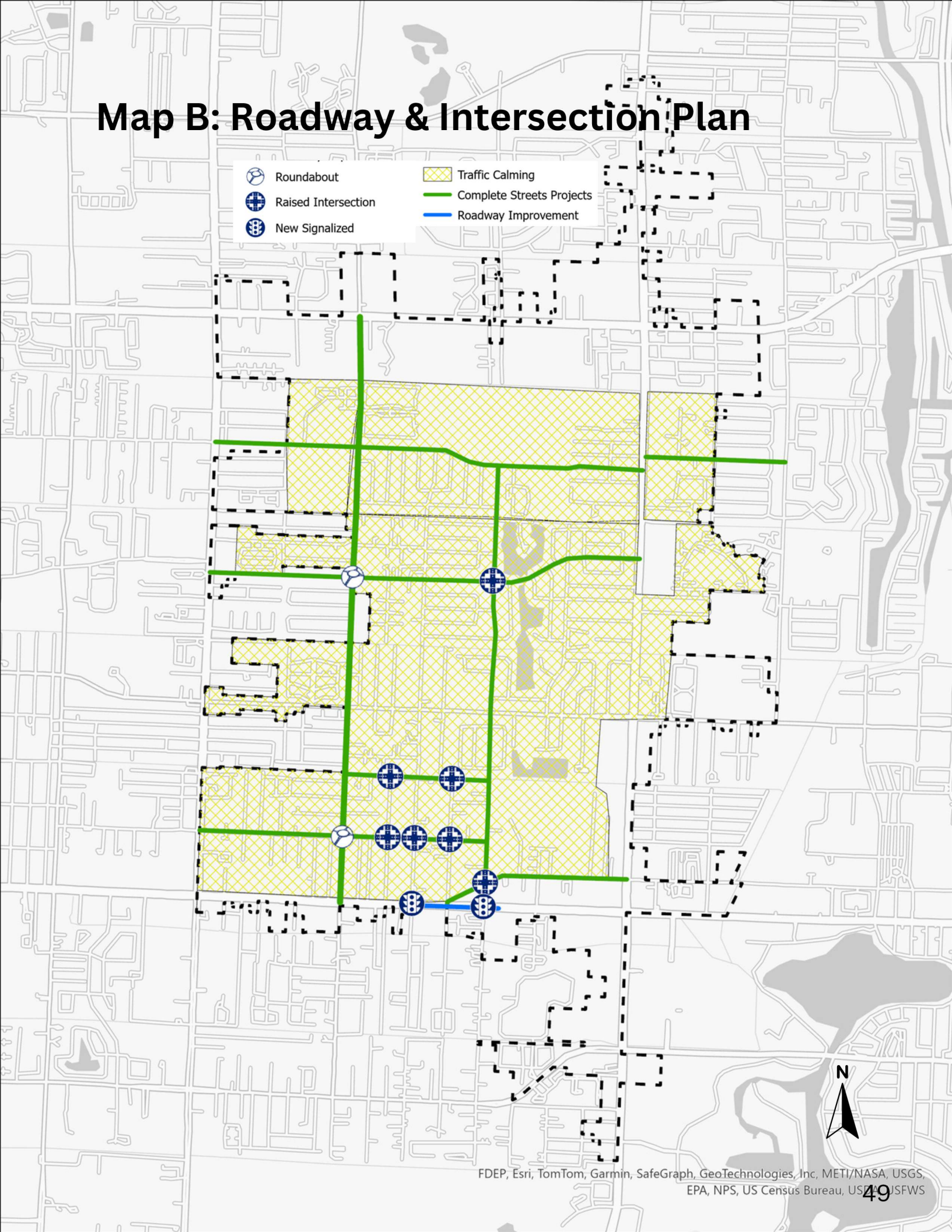
Complete Streets



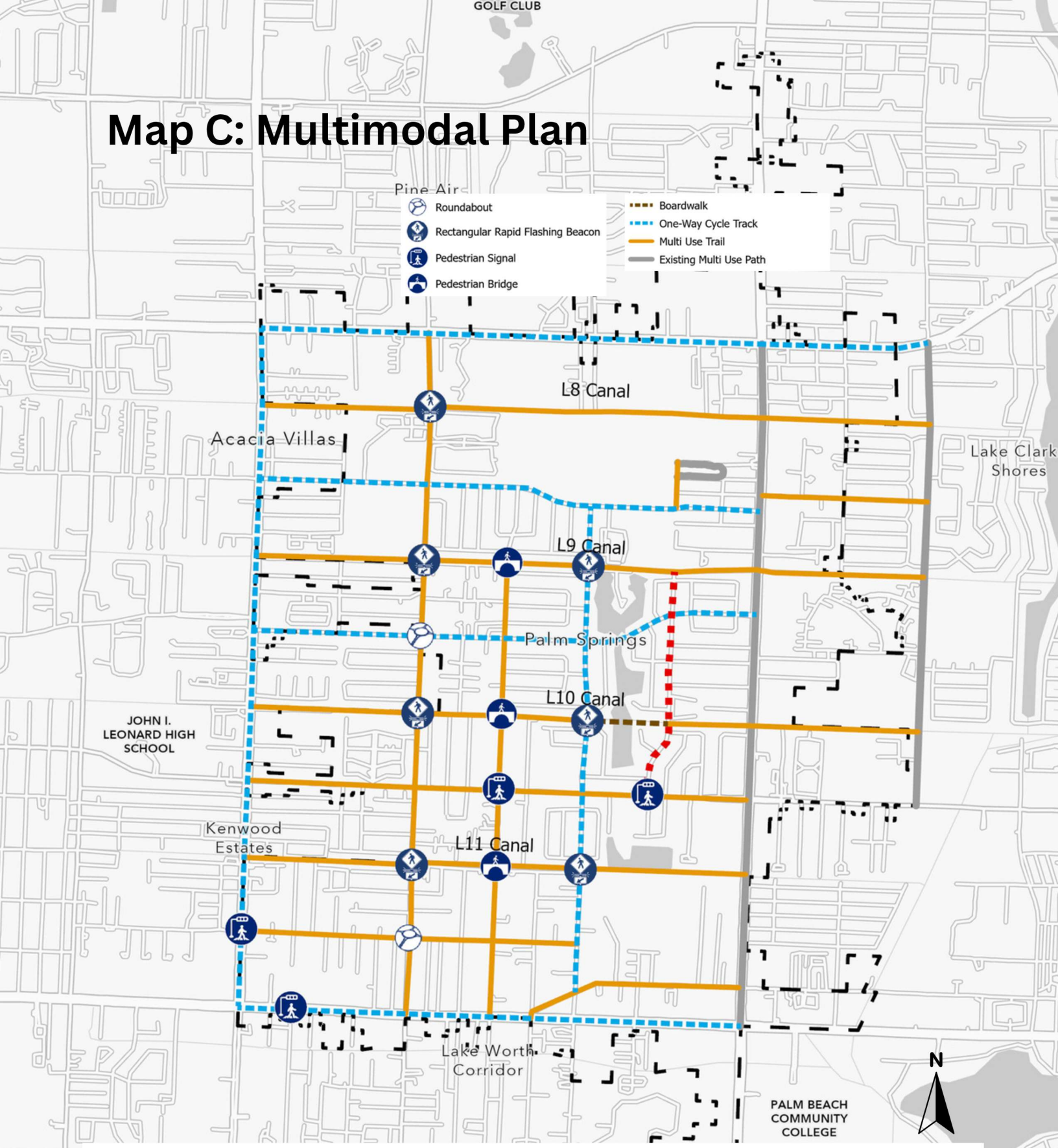
Map A: Bicycle Master Plan



Map B: Roadway & Intersection Plan



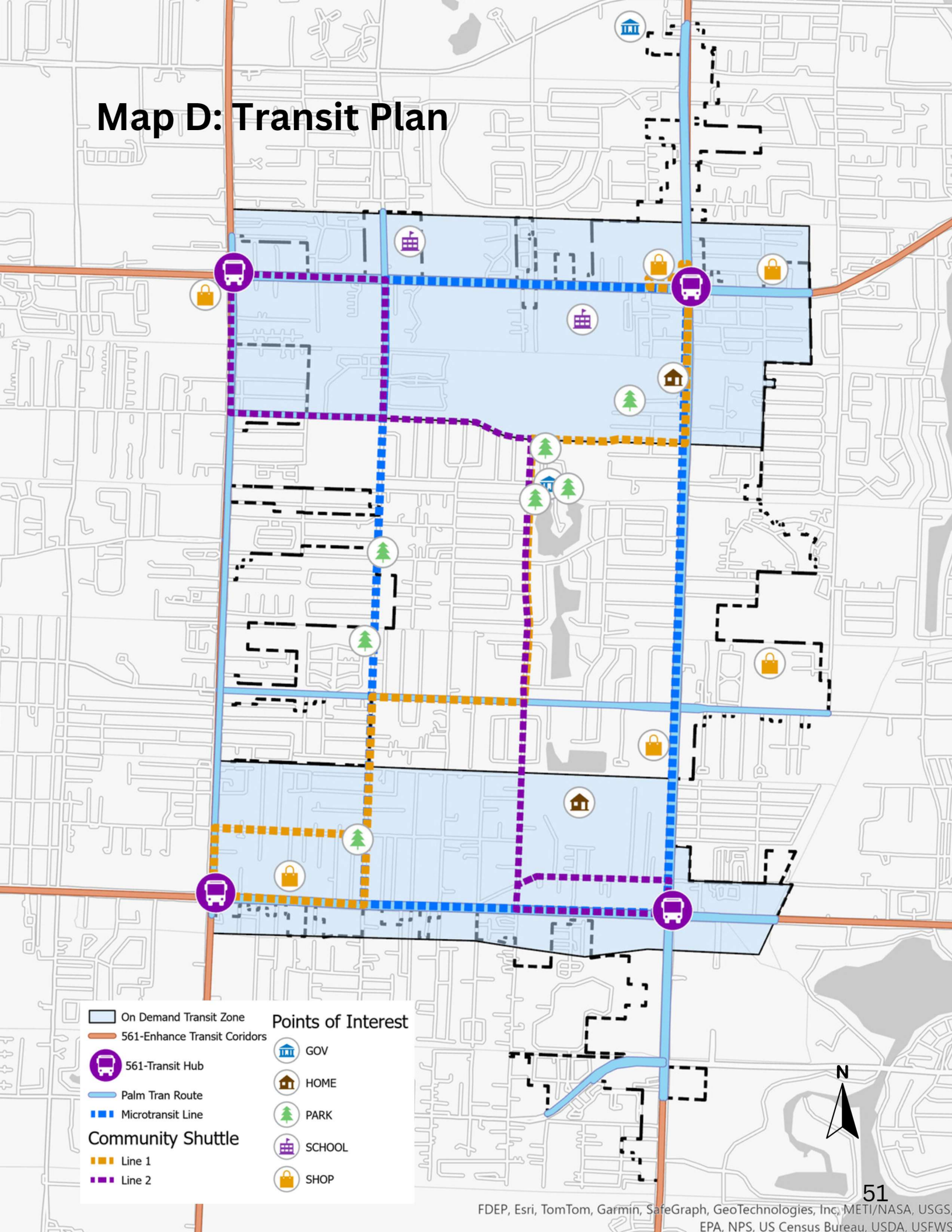
Map C: Multimodal Plan



To illustrate a complete picture of connectivity within the future multimodal transportation system, Map B maps projects in the Mobility Plan with projects recommended in the Village of Palm Springs Multimodal Map

FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Map D: Transit Plan



APPENDIX A

Roadway & Intersections

Mobility Plan Table of Projects / Roadway & Intersection Plan

Project ID	Facility Name	From	To	Length (Miles)	Project Type
1	2nd Ave and Davis Rd, Lakewood Rd and Corrigan Ct, Lakewood Rd and Gulfstream Rd, Lakewood Rd and Coconut Rd, Canal Rd and Coconut Rd, Canal Rd and Corrigan Ct, Greenbrier Dr and Davis Rd.	2nd Avenue	Davis Road	7 EA	Raised Intersection
2	Kirk Rd and Park Ln Roundabout	Kirk Road	Park Lane	EA	Roundabout
3	Kirk Rd and Lakewood Rd Roundabout	Kirk Road	Lakewood Road	EA	Roundabout
4	Lake Worth Rd Improvements from Gulfstream to the Lake Worth Swapshop Drive In	Gulfstream Road	Lake Worth Road	0.31	Intersection Improvement
5	2nd Ave N Complete Streets	S. Congress Avenue	Lake Worth Road	0.66	Complete Streets Project
6	Davis Rd Complete Streets	2nd Avenue	Alameda Drive	1.73	Complete Streets Project
7	Greenbrier Dr/Park Lane	S. Congress Avenue	Military Trail	1.52	Complete Streets Project
8	Purdy Road, Dolan Rd and Alameda Dr Complete Streets	S. Congress Avenue	Military Trail	1.53	Complete Streets Project
9	Meadow Rd Complete Streets	Meadow Road	Forest Hill Boulevard	0.77	Complete Streets Project
10	Lakewood Road Complete Streets	Davis Road	Military Trail	1.01	Complete Streets Project
11	Military Trail Lighting Improvements	Lake Worth Road	Forest Hill Boulevard	2.28	Lighting
12	Forest Hill Lighting Improvements	Florida Mango Road	Military Trail	2.01	Lighting
13	Villagewide Lighting Improvements	Village Wide	Village Wide	Various Locations	Lighting

APPENDIX B

Multimodal



Mobility Plan Table of Projects / Multimodal Plan

Project ID	Facility Name	From	To	Length (Miles)	Project Type
1	Pedestrian Bridge Connection along Gulfstream Rd. over the L-9, L-10 and L11 Canal	Gulfstream Road	Gulfstream Road	3 EA	Pedestrian Bridge
2	Crosswalk RRFB Various Locations (Kirk Rd L-8 Canal, Kirk Rd L-9 Canal, Davis Rd L-9 Canal, Kirk Rd L-10 Canal, Davis Rd L-10 Canal, Kirk Rd L-11 Canal, Davis Rd L-11 Canal)	Village Wide	Village Wide	7 EA	Rectangular Rapid Flashing Beacon
4	Kirk Road Multi-use Path	Lake Worth Road	Forest Hill Boulevard	2.29	Multi Use Trail
5	Canal L-8 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	1.99	Multi Use Trail
6	Canal L-9 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	1.89	Multi Use Trail
7	Canal L-10 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	1.42	Multi Use Trail and Boardwalk
8	Canal L-11 Multi-use Path	Lake Worth Road	Forest Hill Boulevard	2.03	Multi Use Trail
9	Sidewalk Gap Various Locations	Village Wide	Village Wide	27.03	Sidewalk
10	Traffic Calming Villagewide	Village Wide	Village Wide	Various Locations	Traffic Calming
11	Lake Worth Ave. Lane Repurposing	S. Congress Avenue	Military Trail	1.51	Lane Repurposing
12	10th Ave. Multi-use Path	S. Congress Avenue	Military Trail	1.51	Multi-Use Trail
13	Military Trail Lane Repurposing	Lake Worth Road	Forest Hill Boulevard	2.28	Lane Repurposing
14	Forest Hill Lane Repurposing	Florida Mango Road	Military Trail	2.01	Lane Repurposing

APPENDIX C

Mobility Plan Programs

Mobility Plan Table of Projects / Mobility Plan Programs

Project ID	Project Name	Timeframe	Project Type
1	Complete Streets Policy	Short-Term (1-3 Years)	Village Wide
2	ADA Transition Plan	Short-Term (1-3 Years)	Village Wide
4	Safe Routes to School and Park Program	Mid-Term (3-5 Years)	Village Wide
5	Microtransit Community Shuttle Ordinance	Mid-Term (3-5 Years)	Village Wide
6	Microtransit Community Shuttle Program	Mid to Long-Term (10+Years)	Village Wide
7	Vision Zero Action Plan Update	Short to Long-Term (Up to 20 Years)	Village Wide
8	Residential Traffic Calming Ordinance	Short-Term (1-3 Years)	Village Wide
9	Residential Traffic Calming Program	Short to Long-Term (Up to 20 Years)	Village Wide
10	Wayfinding Program	Short-Term (1-3 Years)	Village Wide
11	Pedestrian Lighting Upgrade Program	Mid to Long-Term (10+Years)	Village Wide

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VILLAGE OF PALM SPRINGS

MOBILITY FEE
TECHNICAL REPORT

JUNE 2025



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THE REPUBLIC of DESIGN INC.

VILLAGE OF PALM SPRINGS
MOBILITY FEE
TECHNICAL REPORT

JULY 2025

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July 7th, 2025

Kimberly Glas-Castro, AICP, FRA-RA, LEED AP
Assistant Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Village of Palm Springs Mobility Fee Technical Report

Dear Kim:

Enclosed is the Village of Palm Springs Mobility Fee Technical Report dated July 2025. The Village Mobility Fees are based on mobility projects identified in the 2045 Village of Palm Springs Mobility Plan. The mobility projects included in the Mobility Plan are intended to meet future travel demand needs within the Village of Palm Springs. This Technical Report has been prepared for consideration by the Village Council as it reviews the implementing Mobility Fee Ordinance.

The development of a Village Mobility Fee is the first step in a multi-step process to replace transportation concurrency and road impact fees implemented by Palm Beach County with an alternative transportation system based on a mobility plan and mobility fee as provided for in Florida Statute Section 163.3180. The recently adopted House Bill 479 amendment to Florida Statute Section 163.3180 reinforced the ability of the Village, and municipalities throughout the State of Florida, to adopt an alternative transportation system to replace transportation concurrency and to adopt a mobility fee system as the only fee to mitigate transportation capacity impacts to be collected within the Village.

The Village has adopted the Comprehensive Plan Amendment transmitted to the State that ensures consistency with Florida Statutes and integrates the Mobility Plan and Mobility Fee into the Comprehensive Plan. Upon adoption of the Mobility Fee, the Village will also need to make best efforts to negotiate an interlocal agreement with Palm Beach County to address funding impacts on County Roads within the Village consistent with the guidance provided in House Bill 479 and the Village Mobility Plan.

The Village Mobility Fee, documented in the enclosed Technical Report, is consistent with legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test, consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380. The NUE Urban Concepts has finalized the Village's Mobility Plan and Mobility Fee, consistent with direction provided by the Village Council.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

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EXECUTIVE SUMMARY

In 1985, the Florida Legislature passed the Growth Management Act that required all local governments in Florida to adopt Comprehensive Plans to guide future development and mandated that adequate public facilities be provided "concurrent" with the impacts of new development. Transportation concurrency became the measure used by local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development.

By 1993, the Florida Legislature recognized that an unintended consequence of transportation concurrency is that it discouraged development in urban areas where road capacity was constrained and pushed development to suburban and rural areas where road capacity was either available or was cheaper to construct. In 2007, the Legislature introduced the concept of mobility plans and mobility fees as an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are a way for new development to mitigate its impact (i.e., traffic) through a streamlined and transparent one-time payment to local governments.

In 2011, the Legislature eliminated state mandated transportation concurrency and made it optional for any local government. In 2013, the Legislature encouraged local governments to adopt alternative mobility funding systems, such as a mobility fee, based on a plan of improvements. In 2019, the Legislature required mobility fees follow the same statutory process as impact fees. **In 2024, the Legislature, through HB 479, defined mobility fees and mobility plans and reaffirmed that any local government can adopt an alternative transportation system (fka alternative mobility funding systems), such as a mobility fee based on a mobility plan.**

The Palm Springs Mobility Fee has been developed to fund mobility projects identified in the Mobility Plan. The Mobility Fee will: (1) establish a new Mobility Fee collected by the Village; (2) replace the existing County Road Impact Fees assessed within the Village; and (3) be the only fee to mitigate transportation impacts collected within the Village.

The Mobility Fee system features a single Assessment Area where mobility fees are equally assessed on new development within the Village based on the type of land use. The Mobility Fee features a single Benefit District to ensure Mobility Fees paid to the Village are spent on mobility projects identified in the Mobility Plan that provide a mobility benefit to the new development that paid the Mobility Fee. **The Mobility Fee Technical Report, dated June 2025, documents the data and methodology used to develop a mobility fee, to mitigate the impact of new development based on the 2045 Mobility Plan, that meets legally established dual rational nexus and rough proportionality tests, and is consistent with the requirements of Florida Statute Sections 163.3180, 163.31801, and Florida Statute Chapter 380.**

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VILLAGE OF PALM SPRINGS MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,598
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	$664
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	$753
Commercial Recreation Facility Uses		
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	$7,719
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	$12,056
Outdoor Recreation (Golf Course)	per Hole	$12,621
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$10,328
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$1,986
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960
Retail Sales and Service Uses		
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	$4,050
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	$6,608
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$10,933
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040
Quick Service Restaurant Drive Thru	per Lane	$43,774
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351
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VILLAGE OF PALM SPRINGS
MOBILITY FEE
TECHNICAL REPORT

JULY 2025

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

INTRODUCTION

The Village of Palm Springs intends for the Mobility Fee to provide an alternative transportation system to replace transportation concurrency for all new development within the Village that has land uses entitlements consistent with the currently adopted Comprehensive Plan. The Village's Mobility Fee is based on a Mobility Plan that establishes **mobility projects "needed"** to meet growth in travel demand and enhance the Village's transportation system by providing residents, employees, businesses, students, and visitors with safe and convenient mobility options to travel within the Village and surrounding areas.

Mobility Projects consist of **improvements, programs, and services such as sidewalks, multi-use paths and trails, cycle tracks, traffic calming, pedestrian safety, intersection improvements, raised intersections, roundabouts, multimodal crossings, pedestrian bridges, wider roads, transit circulators, wayfinding, and Safe Routes to School.**

Mobility Fees are not: ***(1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the Village.***

Mobility Fees are: ***(1) a streamlined one-time assessment on new development within the Mobility Fee Assessment Area; (2) intended to offset the travel demand impact of new development; and (3) deposited into special revenue fund for mobility fees to be expended within the Mobility Fee Benefit District.***

New Development is defined as ***"new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an increase in an impact to the transportation system."***

Impact is defined as ***"any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged lands."***

The Mobility Fee system features a single **Assessment Area** that includes all property located within the Village and any adjacent areas that are annexed into the Village **(Map A).** The assessment area defines where new development is assessed a mobility fee. The mobility fee system has been developed to assess a uniform mobility fee rate per land use established on the mobility fee schedule. Mobility fees are assessed at the time of development permit application and are paid at the time a development permit is issued by the Village.

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The Mobility Fee system features a single **Benefit District** that covers the entire Village, along with adjacent areas outside Village limits **(Map B).** The Benefit District extends beyond current Village limits as people walking, bicycling, riding transit, and driving vehicles do not stop at Village limits. There may be instances where it makes sense to extend a mobility project beyond Village limits or contribute to a mobility project outside Village limits to enhance access to the extent there is a mobility benefit provided to new development. The Benefit District also enables the Village to address extra jurisdictional impacts as required by Florida Statute.

When mobility fees are paid by new development, they are deposited into a special revenue fund established by the Village. Mobility fees are legally and statutorily required to be spent on mobility projects identified in the Mobility Plan to provide a mobility **"benefit"** to new development that paid the mobility fee. The Village Council determines how mobility fee revenues are allocated and expended on mobility projects through annual updates to the Capital Improvements Program (CIP).

Once adopted, the Mobility Fee will be the only transportation mitigation fee collected from new development in the Village consistent with Florida Statute. The Village is currently (2025) amending its Comprehensive Plan to integrate the Mobility Plan and Mobility Fee and ensure that the Comprehensive Plan is consistent with requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180, and 163.31801. After adoption of the Mobility Fee, the Village will make best efforts to begin negotiating an interlocal agreement with Palm Beach County to address transportation mitigation consistent with H.B. 479. Those negotiations will be based on the adopted Village of Palm Springs 2045 Mobility Plan.

The Mobility Fee is based on mobility projects established in the **2045 Mobility Plan** that are **"needed"** over the next 20 years to meet projected growth in travel demand. The **Mobility Fee Technical Report** has been developed to document the data and methodology to develop an alternative transportation system to replace transportation concurrency, consistent with Florida Statute Section 163.3180. The Mobility Fee Technical Report has been developed consistent with the **"needs"** and **"benefits"** requirements of the **"dual rational nexus test"** and the calculated mobility fee is **"roughly proportionate"** to the impacts of new development as required by Florida Statute Section 163.3180 and 163.31801.

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LEGISLATIVE BACKGROUND

The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida adopt Comprehensive Plans to guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety, and general welfare of the public by ensuring that adequate public facilities would be in place to accommodate the demand for public facilities created by new development.

Transportation concurrency became the measure used by the Florida Department of Community Affairs (DCA), Florida Department of Transportation (FDOT), Regional Planning Councils (RPCs), and local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development. To meet the travel demand impacts of new development and be deemed "concurrent", transportation concurrency was primarily addressed by constructing new roads and widening existing roads.

Traditional transportation concurrency allowed governmental entities to deny development where road capacity was not available to meet the travel demands from new development. Transportation concurrency also allowed governmental entities to require that developments be timed or phased concurrent with the addition of new road capacity. In addition, transportation concurrency also allowed governmental entities to require new development to improve (widen) roads that were already overcapacity (aka "deficient" or "backlogged').

In urban areas throughout Florida, traditional transportation concurrency had the unintended consequence of limiting and stopping growth in urban areas. This occurred because roads were often over capacity based on traffic already on the roads or the combination of that traffic and trips from approved developments. Further, the ability to add road capacity in urban areas was more limited as right-of-way was often constrained by existing development and utilities, physical barriers, and environmental protections.

Stopping development in urban areas encouraged suburban sprawl by forcing new development to suburban and rural areas where road capacity was either readily available or cheaper to construct. In the late 90's, as the unintended impact of transportation concurrency became more apparent, the Legislature adopted Statutes to provide urban areas with alternatives to address the impact of new development through Transportation Concurrency Exception Areas (TCEA) and Transportation Concurrency Management Areas (TCMA).

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The intent of TCEAs and TCMAs was to allow local governments alternative solutions to provide mobility within urban areas by means other than providing road capacity and to allow infill and redevelopment in urban areas. In the mid 2000's, Florida experienced phenomenal growth that strained the ability of local governments to provide the necessary infrastructure to accommodate that growth. Many communities across the State started to deny new developments, substantially raise impact fees, and require significant transportation capacity improvements.

In 2005, the Legislature enacted several laws that weakened the ability of local governments to implement transportation concurrency by allowing new development to make proportionate share payments to mitigate its travel demand. The Legislature also introduced Multi-Modal Transportation Districts (MMTD) for areas that did qualify for TCEAs or TCMAs.

In 2007, the Florida Legislature introduced the concept of mobility plans and mobility fees to allow development to equitably mitigate its impact and placed additional restrictions on the ability of local governments to charge new development for over capacity roadways. The Legislature directed the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT) to evaluate mobility plans and fees and report the findings to the Legislature in 2009.

In 2009, the Legislature designated Dense Urban Land Areas (DULA), which are communities with a population greater than 1,000 persons per square mile, as TCEA's. The Legislature accepted the findings of the DCA and FDOT analysis for mobility plans and mobility fees but did not take any formal action as the State was in the great recession. The Legislature also placed further restrictions on local government's ability to implement transportation concurrency, by adding direction on how to calculate proportionate share and how overcapacity roads are addressed.

In 2011, the Florida Legislature through House Bill (HB) 7207 adopted the "Community Planning Act" which implemented the most substantial changes to Florida's growth management laws since the 1985 "Local Government Comprehensive Planning and Land Development Regulation Act," which had guided comprehensive planning in Florida for decades.

The 2011 legislative session eliminated State mandated concurrency, made concurrency optional for local governments, and eliminated the Florida Department of Community Affairs (DCA) and replaced it with the Florida Department of Economic Opportunity (DEO). The Act essentially removed the DEO, Florida Department of Transportation (FDOT), and Regional Planning Councils (RPC) from the transportation concurrency review process.

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Although local governments are still required to adopt and implement a comprehensive plan, the requirements changed significantly and shifted more discretion to local governments to plan for mobility within their community and enacted further restrictions on the implementation of transportation concurrency, proportionate share, and backlogged roads.

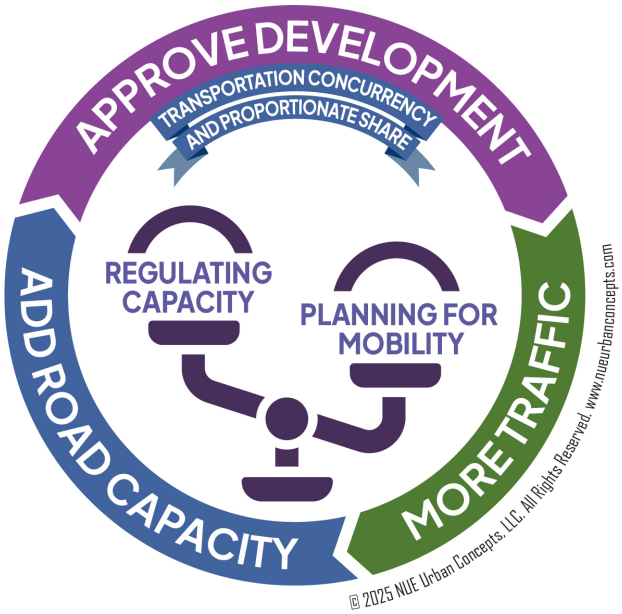
The Florida Legislature did not include any provisions in House Bill 7207 exempting local governments existing transportation concurrency system, when it elected to abolish statewide transportation concurrency, made transportation concurrency optional for local governments, and enacted further restrictions on the implementation of transportation concurrency.

House Bill 319, passed by the Florida Legislature in 2013, amended the Community Planning Act and brought about more changes in how local governments could implement transportation concurrency and further recognized the ability of local governments to adopt an alternative mobility funding system, such as mobility fees based on a plan of improvements, to allow development, consistent with an adopted Comprehensive Plan, to equitably mitigate its travel demand impact.

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government. The Legislature encouraged local governments to adopt alternative mobility funding systems and specifically referenced mobility fees, based on a plan for mobility improvements.

The Community Planning Act enabled local governments to break the transportation concurrency cycle by transitioning away from regulating road capacity and toward planning for mobility **(**Figure 1**)**. Florida Commerce, which replaced the Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs (DCA), provides direction to local governments related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180 **(**Appendix A**)**.

Figure 1: Concurrency Cycle



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In 2019, the Florida Legislature, through House Bill 7103, amended the Community Planning Act and required mobility fees to be governed by the same procedures as impact fees. This amendment further confirmed that mobility fees are an equivalent form of mitigation to impact fees that allow development activity to mitigate its impact to the transportation system consistent with the needs identified in the local governments adopted mobility plan per Florida Statute Section 163.3180(5)(i).

In 2024, the Florida Legislature, through House Bill 479, amended the Community Planning Act to reaffirm that any local government can repeal transportation concurrency. The legislature replaced the term **"alternative mobility funding systems"** with **"alternative transportation systems"** in recognition that there are local governments in Florida with alternative systems that where not explicitly required to follow the processes and procedures required under Florida Statute Section 163.31801. The following is the amended version of Florida Statute Section 163.3180(5)(i) related to an alternative transportation system **(Appendix B).**

"(i) ***If a local government elects to repeal transportation concurrency, the local government may 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 may not use an alternative transportation system 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 system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)."****(emphasis added)***

For the first time since the terms mobility fees and mobility plans were introduced in 2007, the Florida Legislature, through HB 479, defined both terms in the Community Planning Act. The following are the recently adopted definitions for a mobility fee and a mobility plan per Florida Statute Section 163.3164 **(Appendix B)**:

"(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.

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(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."

One of the most significant amendments under HB 479 was the recognition that where a county and a municipality both charge a fee for transportation capacity impacts, that only one fee may be assessed to mitigate impacts of on new development. The amendment requires a county and a municipality to enter into an interlocal agreement to establish that only one fee is to be collected by the local government issuing building permits.

The interlocal agreement is also required to address negotiations between the county and municipality related to distribution of collected revenue from development activity to mitigate transportation impacts. The following are the recent additions to Florida Statute 163.3180(5)(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.

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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."

The requirement for an interlocal agreement and collection of a single fee applies to all local governments in Florida, except for Miami Dade County under Florida Statute Section 125.011(1). A county and a municipality with an interlocal agreement, where both collect a fee as of October 1st, 2024, are also exempt until the interlocal agreement expires or is terminated. No local government is prohibited from adopting an alternative transportation system, even municipalities within a Charter County that requires transportation concurrency. Further, a municipality within a County that is exempted under Florida Statute Section 125.011(1) does not preclude the municipality from negotiating an interlocal agreement with the exempted County to address mitigation or even a reduction in fees based on and adopted mobility plan and fee.

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Road Impact Fee & Mobility Fee Comparison

The Florida Constitution grants local governments broad home rule authority to establish special assessments, impact fees, mobility fees, franchise fees, user fees, and service charges as revenue sources to fund specific governmental functions and capital infrastructure. Payment of impact fees or mobility fees are one of the primary ways local governments can require new development, along with redevelopment or expansion of existing land uses that generate additional transportation demand, to mitigate its impact to a local governments transportation system. While road impact fees and mobility fees are both intended to be a means in which a development can mitigate its transportation impact, the following are the major differences between the two fees:

Road Impact Fees

- Partially or fully fund road capacity improvements, including new roads, the widening of existing roads, and the addition or extension of turn lanes at intersections to move people driving vehicles (i.e., cars, trucks, SUVs, motorcycles).
- Are based on increases in trip generation, vehicle trip length, and road capacity, along with the cost of road capacity improvements and the projected vehicle miles of travel from development.
- May be based on either an adopted LOS standard (aka standards or consumption-based fee) or on future road improvements (aka plan or improvements-based fee).

Mobility Fees

- Pay for the cost associated with adding new multimodal capacity to move people walking, bicycling, scooting, riding transit, driving vehicles, or using shared mobility technology.
- Partially or fully fund mobility projects, including sidewalks, paths, trails, bike lanes, streetscape and landscape, complete and low speed streets, micromobility (i.e., electric bikes, electric scooters) devices, programs, and services, microtransit (i.e., golf carts, neighborhood electric vehicles, autonomous transit shuttles, trolleys) circulators, services and vehicles, new roads, the widening of existing roads, and turn lanes, signals, and ADA upgrades at intersections.
- Are based on increases in person trips, person trip lengths, and person miles of capacity from mobility projects, along with projected person miles of travel from new development.
- Assessment areas may include all or portions of a municipality or county, and may vary based on geographic location (e.g., downtown) or type of development (e.g., mixed-use).
- Must be based on future mobility projects adopted as part of a mobility plan and incorporated or referenced in the local governments Comprehensive Plan.

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THE IMPACT FEE ACT & CASE LAW OVERVIEW

In the late 1970's and early 1980's local governments throughout Florida began adopting road impact fees as a means for new development to pay for its traffic impact and generate revenue to fund transportation infrastructure improvements. Counties, especially Charter Counties, began requiring that municipalities collect road impact fees on their behalf to fund improvements to the county road system. Throughout the 1980's, 1990's, and 2000's, municipalities throughout Florida challenged the ability of counties to compel them to collect road impact fees for new development. The opposition stemmed in part from an unintended consequence of transportation concurrency which was that it essentially stopped development in urban areas (aka "municipalities"). Both municipalities and development activity were constrained in their ability to add road capacity due to the cost of acquiring developed land and receiving opposition from existing residents concerned about increased traffic and the impact new road capacity would have on their neighborhoods.

The inability of development activity in urban areas to meet transportation concurrency resulted in development moving to suburban and rural areas (aka "urban sprawl") where fewer residents were likely to oppose new road capacity improvements and where road capacity was either available or cheaper to construct. Municipalities found themselves in the unenviable position of sending road impact fees to counties when development activity met concurrency requirements, only to watch road impact fees being spent on new road capacity projects outside of urban areas, which ultimately facilitated sprawl beyond municipal boundaries.

Furthermore, the courts often ruled in favor of counties, as municipalities that challenged being compelled to collect impact fees failed to present alternative solutions for addressing the traffic impacts of new development. These challenges all occurred prior to the Florida Legislature adopting the "Impact Fee Act" through Florida Statute 163.31801. Additionally, these challenges existed prior to the introduction of mobility plans and mobility fees and the adoption of the "Community Planning Act" through Florida Statute 163.3180.

Before the Florida "Impact Fee Act" was adopted, many local governments had already developed impact fees through their home rule powers. In 2006, the Legislature adopted the "Impact Fee Act" to provide process requirements for the adoption of impact fees and formally recognized the authority of local governments to adopt impact fees. Prior to 2006, the Florida Legislature, unlike many States throughout the U.S. that had already adopted enabling legislation, elected to defer to the significant case law that was developed in both Florida and throughout the U.S. to provide guidance to local governments to adopt impact fees.

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In 2009, the Legislature made several changes to the "Impact Fee Act", the most significant of which was placing the burden of proof on local governments, through a preponderance of the evidence, that the imposition of the fee meets legal precedent and the requirements of Florida Statute Section 163.31801. Prior to the 2009 amendment, Courts generally deferred to local governments as to the validity of an imposed impact fee and placed the burden of proof, that an imposed impact fee was invalid or unconstitutional on the plaintiff.

In 2019, the Legislature, through HB 207 and HB 7103, made several changes to the "Impact Fee Act", the most significant of which was the requirement that fees cannot be collected prior to building permit issuance. The changes also expanded on the requirements of the dual rational nexus test, the collection and expenditure of fees, credits, and administrative cost.

In 2020, the Legislature, through SB 1066, made several additional changes to the Impact Fee Act to clarify that new or updated impact fees cannot be assessed on a permit if the permit application was pending prior to the new or updated fee. The bill also made credits assignable and transferable to third parties.

In 2021, the Legislature, through HB 337 made significant amendments to the "Impact Fee Act", which the Governor subsequently approved. The amendments require that impact fees be based on planned improvements and that there is a clear nexus between the need for improvements and the impact from new development.

The amendments have a greater impact on increases to existing impact fees and have phasing requirements for increases to existing fees. There are provisions that allow a local government to fully implement updated fees based on a finding of extraordinary circumstances, holding public hearings, and requiring a super majority approval by elected officials.

In 2024, the Legislature, through HB 479 made amendments to the "Impact Fee Act" that requires fee studies be completed and adopted within 12 months from the date of initiation of the study. The amendment also stipulated that data used in fee studies should not be older than four years. The amendment also requires alternative transportation systems recognize transportation or road impact fee credits granted prior to adoption of the alternative transportation systems. The most recently enacted version of Florida Statute Section 163.31801 is provided in **Appendix C**.

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One of the purposes of this Technical Report, consistent with Florida Statute Section 163.31801(4)(f) and (g), is to demonstrate that the Village of Palm Springs' Mobility Fee is proportional and reasonably connected to, or has a rational nexus with, both the **"need"** for mobility projects and the mobility **"benefits"** provided to those who pay the fee, otherwise known as the "dual rational nexus test", herein further described as:

The "Need" for additional (new) capital facilities (mobility projects) to accommodate the increase in demand (impact) from growth (new development), and

The "Benefit" that the new growth (new development) receives from the payment and expenditure of fees to construct the new capital facilities (mobility projects).

In addition to the "dual rational nexus test", the U.S. Supreme Court in Dolan v. Tigard also established a "rough proportionality test" to address the relationship between the amount of a fee imposed on development activity and the impact of the development activity. The "rough proportionality test" requires that there be a reasonable relationship (proportional and reasonably connected) between the impact fee and the impact of development activity based upon the applicable unit of measure for residential and non-residential uses. The "rough proportionality test" further requires that the variables used to calculate a fee are reasonably assignable and attributable to the impact of development activity.

The Courts recognized the authority of a municipality to impose "impact fees" in Florida occurred in 1975 in the case of City of Dunedin v. Contractors and Builders Association of Pinellas County, 312 So.2d 763 (2d DCA. Fla., 1975), where the court held: "that the so-called impact fee did not constitute taxes but was a charge using the utility services under Ch. 180, F. S." The Court set forth the following criteria to validate the establishment of an impact fee:

"…where the growth patterns are such that an existing water or sewer system will have to be expanded in the near future, a municipality may properly charge for the privilege of connecting to the system a fee which is in excess of the physical cost of connection, if this fee does not exceed a proportionate part of the amount reasonably necessary to finance the expansion and is earmarked for that purpose." 312 So.2d 763, 766, (1975).

The case was appealed to the Florida Supreme Court and a decision rendered in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin 329 So.2d 314 (Fla. 1976), in which the Second District Court's decision was reversed. The Court held that "impact fees" did not constitute a tax; that they were user charges analogous to fees collected by privately owned utilities for services rendered.

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However, the Court reversed the decision, based on the finding that the City did not create a separate fund where impact fees collected would be deposited and earmarked for the specific purpose for which they were collected, finding:

"The failure to include necessary restrictions on the use of the fund is bound to result in confusion, at best. City personnel may come and go before the fund is exhausted, yet there is nothing in writing to guide their use of these moneys, although certain uses, even within the water and sewer systems, would undercut the legal basis for the fund's existence. There is no justification for such casual handling of public moneys, and we therefore hold that the ordinance is defective for failure to spell out necessary restrictions on the use of fees it authorizes to be collected. Nothing we decide, however prevents Dunedin from adopting another sewer connection charge ordinance, incorporating appropriate restrictions on use of the revenues it produces. Dunedin is at liberty, moreover, to adopt an ordinance restricting the use of moneys already collected. We pretermit any discussion of refunds for that reason." 329 So.2d 314 321, 322 (Fla. 1976)

The case tied impact fees directly to growth and recognized the authority of a local government to impose fees to provide capacity to accommodate new growth and basing the fee on a proportionate share of the cost of the needed capacity. The ruling also established the need for local government to create a separate account to deposit impact fee collections to help ensure those funds are expended on infrastructure capacity.

The Utah Supreme Court had ruled on several cases related to the imposition of impact fees by local governments before hearing Banberry v. South Jordan. In the case, the Court held that: "the fair contribution of the fee-paying party should not exceed the expense thereof met by others. To comply with this standard a municipal fee related to service like water and sewer must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred" (Banberry Development Corporation v. South Jordan City, 631 P. 2d 899 (Utah 1981). To provide further guidance for the imposition of impact fees, the court articulated seven factors which must be considered (Banberry Development Corporation v. South Jordan City, 631 P. 2d 904 (Utah 1981):

"(1) the cost of existing capital facilities;

(2) the manner of financing existing capital facilities (such as user charges, special assessments, bonded indebtedness, general taxes or federal grants);

(3) the relative extent to which the newly developed properties and the other properties in the municipality have already contributed to the cost of existing capital facilities (by such means as user charges, special assessments, or payment from the proceeds of general taxes);

(4) the relative extent to which the newly developed properties in the municipality will contribute to the cost of existing capital facilities in the future;

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(5) the extent to which the newly developed properties are entitled to a credit because the municipality is requiring their developers or owners (by contractual arrangement or otherwise) to provide common facilities (inside or outside the proposed development) that have been provided by the municipality and financed through general taxation or other means (apart from user fees) in other parts of the municipality;

(6) extraordinary costs, if any, in servicing the newly developed properties; and

(7) the time-price differential inherent in fair comparisons of amounts paid at different times."

The Court rulings in Florida, Utah and elsewhere in the U.S. during the 1970's and early 1980's led to the first use of what ultimately became known as the "dual rational nexus test" in Hollywood, Inc. v. Broward County; which involved a Broward County ordinance that required a developer to dedicated land or pay a fee for the County park system. The Florida Fourth District Court of Appeal found to establish a reasonable requirement for dedication of land or payment of an impact fee that:

"… the local government must demonstrate a reasonable connection, or rational nexus between the need for additional capital facilities and the growth of the population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for the use in acquiring capital facilities to benefit new residents." (Hollywood, Inc. v. Broward County, 431 So. 2d 606 (Fla. 4th DCA), rev. denied, 440 So. 2d 352 (Fla. 1983).

In 1987, the first of two major cases were heard before the U.S. Supreme Court that have come to define what is now commonly referred to as the "dual rational nexus test". The first case was Nollan v. California Coastal Commission which involved the Commission requiring the Nollan family to dedicate a public access easement to the beach in exchange for permitting the replacement of a bungalow with a larger home which the Commission held would block the public's view of the beach.

Justice Scalia delivered the decision of the Court: "The lack of nexus between the condition and the original purpose of the building restriction converts that purpose to something other than what it was...Unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion (Nollan v. California Coastal Commission, 483 U. S. 825 (1987)". The Court found that there must be an essential nexus between an exaction and the government's legitimate interest being advanced by that exaction (Nollan v. California Coastal Commission, 483 U. S. 836, 837 (1987).

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The second case, Dolan v. Tigard, heard by the U.S. Supreme Court in 1994 solidified the elements of the "dual rational nexus test". The Petitioner Dolan, owner, and operator of a Plumbing & Electrical Supply store in the City of Tigard, Oregon, applied for a permit to expand the store and pave the parking lot of her store. The City Planning Commission granted conditional approval, dependent on the property owner dedicating land to a public greenway along an adjacent creek and developing a pedestrian and bicycle pathway to relieve traffic congestion. The decision was affirmed by the Oregon State Land Use Board of Appeal and the Oregon Supreme Court. The U.S. Supreme Court overturned the ruling of the Oregon Supreme Court and held:

"Under the well-settled doctrine of "unconstitutional conditions," the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the property sought has little or no relationship to the benefit. In evaluating Dolan's claim, it must be determined whether an "essential nexus" exists between a legitimate state interest and the permit condition. Nollan v. California Coastal Commission, 483 U. S. 825, 837. If one does, then it must be decided whether the degree of the exactions demanded by the permit conditions bears the required relationship to the projected impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 383, 386 (1994)

The U.S. Supreme Court in addition to upholding the "essential nexus" requirement from Nollan also introduced the "rough proportionality" test and held that:

"In deciding the second question-whether the city's findings are constitutionally sufficient to justify the conditions imposed on Dolan's permit-the necessary connection required by the Fifth Amendment is "rough proportionality." No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the proposed development's impact. This is essentially the "reasonable relationship" test adopted by the majority of the state courts. Dolan v. City of Tigard, 512 U.S. 388, 391 (1994)"

An often-overlooked component of Dolan v. City of Tigard is the recognition that while multimodal facilities may off-set traffic congestion there is a need to demonstrate or quantify how the dedication of a pedestrian / bicycle pathway would offset the traffic demand generated. per the following excerpt from the opinion of the Court delivered by Chief Justice Rehnquist:

"The city made the following specific findings relevant to the pedestrian/bicycle pathway: "In addition, the proposed expanded use of this site is anticipated to generate additional vehicular traffic thereby increasing congestion on nearby collector and arterial streets. Creation of a convenient, safe pedestrian/bicycle pathway system as an alternative means of transportation could offset some of the traffic demand on these nearby streets and lessen the increase in traffic congestion." We think a term such as "rough proportionality" best encapsulates what we hold to be the requirement of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.

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With respect to the pedestrian/bicycle pathway, we have no doubt that the city was correct in finding that the larger retail sales facility proposed by petitioner will increase traffic on the streets of the Central Business District. The city estimates that the proposed development would generate roughly 435 additional trips per day. Dedications for streets, sidewalks, and other public ways are generally reasonable exactions to avoid excessive congestion from a proposed property use. But on the record before us, the city has not met its burden of demonstrating that the additional number of vehicle and bicycle trips generated by the petitioner's development reasonably relate to the city's requirement for a dedication of the pedestrian/bicycle pathway easement. The city simply found that the creation of the pathway "could offset some of the traffic demand . . . and lessen the increase in traffic congestion."

"As Justice Peterson of the Supreme Court of Oregon explained in his dissenting opinion, however, "[t]he findings of fact that the bicycle pathway system could offset some of the traffic demand' is a far cry from a finding that the bicycle pathway system will, or is likely to, offset some of the traffic demand." 317 Ore., at 127, 854 P. 2d, at 447 (emphasis in original). No precise mathematical calculation is required, but the city must make some effort to quantify its findings in support of the dedication for the pedestrian/bicycle pathway beyond the conclusory statement that it could offset some of the traffic demand generated." Dolan v. City of Tigard, 512 U.S. 687 (1994).

The U.S. Supreme Court recently affirmed, through Koontz vs. St. Johns River Water Management District, that the "dual rational nexus" test equally applies to monetary exactions in the same manner as a governmental regulation requiring the dedication of land. Justice Alito described:

"Our decisions in Nollan v. California Coastal Commission, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), provide important protection against the misuse of the power of land-use regulation. In those cases, we held that a unit of government may not condition the approval of a land-use permit on the owner's relinquishment of a portion of his property unless there is a "nexus" and "rough proportionality" between the government's demand and the effects of the proposed land use. In this case, the St. Johns River Water Management District (District) believes that it circumvented Nollan and Dolan because of the way in which it structured its handling of a permit application submitted by Coy Koontz, Sr., whose estate is represented in this Court by Coy Koontz, Jr. The District did not approve his application on the condition that he surrender an interest in his land. Instead, the District, after suggesting that he could obtain approval by signing over such an interest, denied his application because he refused to yield." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2586 (2013).

"That carving out a different rule for monetary exactions would make no sense. Monetary exactions—particularly, fees imposed "in lieu" of real property dedications—are "commonplace" and are "functionally equivalent to other types of land use exactions." To subject monetary exactions to lesser, or no, protection would make it "very easy for land-use permitting officials to evade the limitations of Nollan and Dolan." Furthermore, such a rule would effectively render Nollan and Dolan dead letters "because the government need only provide a permit applicant with one alternative that satisfies the nexus and rough proportionality standard, a permitting authority wishing to exact an easement could simply give the owner a choice of either surrendering an easement or making a payment equal to the easement's value." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2599 (2013).

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The Florida First District Court of Appeals recently affirmed, through The BoCC of Santa Rosa County vs. the Builders Association of West Florida, that impact fees are required to meet the "dual rational nexus" test to avoid being found to be an unconstitutional tax. The Court cited the following sections of Florida Statute:

"Second, the Florida Impact Fee Act sets forth the minimum statutory requirements for a valid impact fee. § 163.31801(3), Fla. Stat. (2019). The Act requires impact fees to be based on the "most recent and localized data." § 163.31801(3)(a), Fla. Stat." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The Court cited expert testimony that the County's school impact fee did not recognize differences in growth or needs that would be the basis for different fees based on geographic location and needs due to new growth:

"the impact fees failed the dual rational nexus test because they did not account for the differences between the northern and southern parts of the county. This resulted in impact fees that were disproportionate to the growth in these geographical regions." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The U.S. Supreme Court in April 2024 issued a unanimous decision in Sheetz v. County of El Dorado, California (144 S.Ct. 893) where the Court narrowly determined that legislatively enacted impact fees are not exempt from the requirements set forth in two previous property rights cases (Nollan v. California Coastal Commission and Dolan v. City of Tigard, Oregon). Thus, local governments that impose impact fees will now be subjected to a standard requiring them to demonstrate the relationship and relative impact of the development on the community. Specifically, local governments will have to show that conditions (impact fees) to obtain a land-use permit have an "essential nexus" (relationship) to the government's land-use interest and a "rough proportionality" between the weight on the property owner and the development's effects of the proposed land use.

The Impact Fee Act already requires imposed impact fees and mobility fees demonstrate an "essential nexus" between the fee and the impact from development activity. The Supreme Court ruling reinforces prior impact fee case law that the amount of impact fees or mobility fees imposed must be "rough proportionality" to the impact from development activity. The ruling also stipulated that required monetary payments in the form of impact fees are an exaction just like requiring development activity to dedicate land for a governmental purpose and could be subject to a takings claim if the impact fees imposed do not demonstrate an "essential nexus" between the amount and imposition and the impact from new development.

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Development of a Mobility Plan & Mobility Fee

The development of a Mobility Plan and Mobility Fee for the Village of Palm Springs involved several steps. The following is an overview of the process used to develop a Mobility Plan and Mobility Fee consistent with statutory requirements **(Figure 2).**

Figure 2: Development of a Mobility Plan & Mobility Fee



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COMPREHENSIVE PLAN

The Village of Palm Springs' Comprehensive Plan was first adopted in 2009. In 2024, the Village, as part of the Evaluation and Appraisal Report process (EAR), amended its Comprehensive Plan for consistency with the Transportation/Mobility Master Plan 2021, the Village's 2021 commitment to Vision Zero (Resolution 2021-36), and the Vision Plan 2023 **(Figure 3)**.

Figure 3: Integrating Land Use, Transportation, Parking & Funding



Upon adoption of a Mobility Plan and Mobility Fee, local governments must amend their Comprehensive Plan to ensure consistency with Florida Statute. In 2025, the Village amended the Transportation and Mobility Element of its Comprehensive Plan to integrate the Mobility Plan and Mobility Fee and ensure that the Comprehensive Plan is consistent with requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180, and 163.31801. The following are several goals, objectives, and policies from the amended (2025) Transportation and Mobility Element:

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TRANSPORTATION AND MOBILITY ELEMENT

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."

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 at the time a Development Permit is issued."

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."

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."

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."

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."

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."

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."

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.

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GROWTH

The first requirement of the **"dual rational nexus"** for the Village's Mobility Fee is to demonstrate that there is a need for Mobility Projects to accommodate projected growth in population, employment, vehicle miles of travel (VMT), and person miles of travel (PMT). An evaluation of the existing and projected population and employment was conducted for the Village of Palm Springs Mobility Study Area **(Map C).** The Mobility Study Area includes all areas of the Village, enclaves, portions of unincorporated County and municipalities adjacent to the Village to ensure roadways are evaluated to logical endpoints.

The population and employment data were obtained from the Traffic Analysis Zones (TAZs) used in the 2050 Palm Beach Long Range Transportation Plan (LRTP). The population and employment analysis demonstrates that there is projected to be an increase in population and employment for the Mobility Study Area **(Table 1)**.

The Village is projected to add roughly 15,000 residents and 2,400 employees by 2045 **(Table 1)**. The projected increase in population and employment will generate growth in vehicle miles of travel (VMT), person miles of travel (PMT), and additional person travel demand (PTD) from new development that will create a need for mobility projects within the Mobility Study Area.

Table 1: Projected Growth

Year	Population	Employees
2020 (Model Base Year)	67,454	56,884
2045 (Mobility Plan future year)	82,248	59,737
Increase	14,794	2,368

Source: *2020 and 2045 Population and Employment based on the 2020/2050 Southeast Regional Planning Model 8.543 (SERMP 8.543) Traffic Analysis Zone (TAZ) Data. Population and Employment projections for 2045 (mobility plan future year) were obtained by applying the average annual growth rate between 2020 and 2050 and interpolating from the 2020 base year.*

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VEHICLE MILES OF TRAVEL (VMT)

The growth in vehicle miles of travel (VMT) is one of the factors evaluated to determine the need for future mobility projects within the Mobility Study Area. The evaluation of future vehicle miles of travel (VMT) includes minor and major collectors as well as arterials.

The VMT analyses includes Village, County, and State Roads within the Mobility Study Area **(Map C)**. The growth rate from the Southeast Regional Planning Model was used to determine the VMT growth of **270,510** within the Mobility Study Area between 2025 and 2045 **(Table 2)**.

Table 2: Growth in Vehicle Miles of Travel (VMT)

Year	VMT Arterials & Collectors	VMT Limited Access (I-95)	VMT All
2025 (Mobility Plan base year)	1,241,730	810,730	2,052,460
2045 (Model & Plan future year)	1,512,240	987,380	2,499,620
VMT increase (2025 to 2045)	270,510	176,650	447,160

Source: *Palm Springs Traffic Characteristics Data* ***(Appendix D)****. The Vehicle Miles of Travel (VMT) for Interstate 95 is taken from the portions of I-95 between 6 Avenue South and SR 882 (Forest Hill Boulevard).*

The VMT data for limited access facilities (i.e., Interstate 95) will be used to adjust the travel demand for land uses established in the mobility fee schedule. Travel on limited access facilities is excluded from both road impact fee and mobility fee studies as the limited access facilities serve intercity and regional travel. Further, improvements to Interstate 95 would be funded through federal and state gas tax revenues.

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PERSON MILES OF TRAVEL (PMT)

The growth in vehicle miles of travel (VMT) is often used in road impact fees to evaluate the need for road capacity improvements to move vehicles. Mobility Fees utilize person miles of travel (PMT) to evaluate the need for mobility projects to move people. To account for trips made by people walking, biking, riding transit, and the number of people per vehicle (aka vehicle occupancy), the projected increase in vehicle miles of travel (VMT) demand is converted into person miles of travel (PMT) demand for arterial and collector roads.

The conversion is based on person trips, vehicle trips, person trip length and vehicle trip length data obtained from the 2022 National Household Travel Survey (NHTS). The NHTS data is used to calculate a person miles of travel factor (PMTf) based on vehicle miles of travel (VMT) and person miles of travel (PMT) per trip purpose. The evaluation of the vehicle and person travel data from the 2022 NHTS resulted in a person miles of travel factor (PMTf) of 1.54 **(**Appendix E**)**. The increase in PMT is based on the projected increase in VMT multiplied by the applicable person miles of travel factor (PMTf) illustrated in further detail on Figure 4.

Figure 4: Person Miles of Travel Increase (PMTi)

Person Miles of Travel increase (PMTi)

∑ VMTtp = (∑ VTtp x VTLtp)
∑ PMTtp = (∑ PTtp x PTLtp)
PMTf = (∑ of PMTtp / ∑ of VMTtp)
VMTi = (2045 VMT - 2025 VMT)
PMTi = (VMTi x PMTf)

Where:

∑ VTtp	=	Sum of Vehicle Trips by trip purpose (Appendix E)
∑ PTtp	=	Sum of Person Trips by trip purpose (Appendix E)
VTLtp	=	Average Vehicle Trip Length by trip purpose (Appendix E)
PTLtp	=	Average Person Trip Length by trip purpose (Appendix E)
VMT	=	Vehicle Miles of Travel
PMT	=	Person Miles of Travel
∑ VMTtp	=	Sum of Vehicle Miles of Travel by trip purpose (Appendix E)
∑ PMTtp	=	Sum of Person Miles of Travel by trip purpose (Appendix E)
PMTf	=	Person Miles of Travel factor of 1.54 (Appendix E)
VMTi	=	Vehicle Miles of Travel Increase (Table 2)
PMTi	=	Person Miles of Travel increase (Table 3)

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The projected increase in PMT within the Mobility Fee Study Area, excluding limited access facilities, between the Mobility Plan base year of 2025 and the future year of 2045 is **416,585 (Table 3)**. The increase was calculated as follows per the formula illustrated in **Figure 4**:

(2045 VMT) 1,512,240 - (2025 VMT) 1,241,730 = (VMTi) 270,510

(VMTi) 270,510 x (PMTf) 1.54 = 416,585

The projected person miles of travel (PMT) increase of **416,585** demonstrates that there are future person miles of travel demand projected by 2045 that will result in the **"need"** for mobility projects to accommodate the increase in person travel demand **(Table 3)**. The documented increase in PMT and the identification of needed mobility projects, via the Mobility Plan, is consistent with the **"needs"** test of the dual rational nexus test.

Table 3: Increase in Person Miles of Travel (PMT)

Vehicle & Person Miles of Travel	(VMT & PMT)
2025 Mobility Plan Base Year	
Vehicle Miles of Travel (VMT)	1,241,730
Person Miles of Travel factor (PMTf)	1.54
Person Miles of Travel (PMT)	1,912,264
2045 Mobility Plan Future Year	
Vehicle Miles of Travel (VMT)	1,512,240
Person Miles of Travel factor (PMTf)	1.54
Person Miles of Travel (PMT)	2,328,850
Increase in VMT & PMT	
Vehicle Miles of Travel increase (VMTi)	270,510
Total Increase in Person Miles of Travel (PMTi)	416,585

Source: *The 2045 VMT increase was obtained from **Table 2**. PMTi obtained by multiplying VMTi by 1.54 (**Figure 4**).*

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PALM SPRINGS MOBILITY FEE

The basis for the Village of Palm Springs Mobility Fee are the mobility projects identified in the Mobility Plan needed to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **Mobility Projects consist of improvements, programs, and services such as sidewalks, multi-use paths and trails, cycle tracks, traffic calming, pedestrian safety, intersection improvements, raised intersections, roundabouts, multimodal crossings, pedestrian bridges, wider roads, transit circulators, wayfinding, and Safe Routes to School.**

The mobility projects identified in the Mobility Plan are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The mobility fees collected from new development are to be used to fund mobility projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test. The mobility fee collected from new development will be used to fund the mobility projects identified in the Mobility Plan **(Figure 5)**.

Figure 5: Mobility Plan and Mobility Fee



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EXISTING CONDITIONS EVALUATION (ECE)

Florida Statute prohibits local governments from charging new development for an existing transportation deficiency (aka over capacity or backlogged roads). An existing conditions evaluation has been conducted to ensure that new development is not being charged for existing transportation deficiencies. The evaluation includes a system-wide analysis of all arterials and collectors within the Mobility Study Area **(Map C)**.

The existing conditions evaluation (ECE) is achieved by dividing the vehicle miles of travel (VMT) by the vehicle miles of capacity (VMC). The arterials and collectors within the Mobility Study Area include Village, County, and State roads **(Appendix D)**. A VMT/VMC ratio greater than **1.00** indicates that there are system-wide deficiencies. The VMT/VMC ratio in 2025 is **0.89** based on the existing conditions evaluation **(Table 4)**.

Table 4: 2025 Existing Conditions Evaluation (ECE)

Functional Classification	Length (miles)	2025 VMT	2025 VMC	VMT to VMC Ratio
Minor Collector	7.80	42,610	181,000	0.24
Major Collector	15.19	170,920	330,850	0.52
Minor Arterial	6.92	214,370	249,740	0.86
Principal Arterial	17.05	813,830	878,410	0.93
Limited Access	3.23	810,730	653,750	1.24
Total	50.19	2,052,460	2,293,750	0.89

Source: *Palm Springs Traffic Characteristics Data **(Appendix D)**. The Vehicle Miles of Travel (VMT) for Interstate 95 is taken from the portions of I-95 between 6 Avenue South and SR 882 (Forest Hill Boulevard).*

The mobility fee calculation includes an existing conditions evaluation factor (ECEf) to adjust mobility fee cost for system-wide deficiencies for arterials and collectors within the Mobility Study Area. The existing conditions evaluation factor (ECEf) is determined by dividing the vehicle miles of capacity (VMC) by the vehicle miles of travel (VMT) as illustrated in **Figure 6**.

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Figure 6: Existing Conditions Evaluation Factor (ECEf)

Existing Conditions Evaluation factor (ECEf)

$\sum VMC = (\sum VMCmic + \sum VMCmac + \sum VMCmia + \sum VMCpa)$

$\sum VMT = (\sum VMTmic + \sum VMTmac + \sum VMTmia + \sum VMTpa)$

$ECEf = (\sum VMC / \sum VMT)$

If ECEf > 1.00, then the ECEf is set at 1.00

Where:

$\sum VMC$	=	Sum of Vehicle Miles of Capacity (Appendix D)
$\sum VMT$	=	Sum of Vehicle Miles of Travel (Appendix D)
mic	=	Minor Collector
mac	=	Major Collector
mia	=	Minor Arterial
pa	=	Principal Arterial
ECEf	=	Existing Conditions Evaluation factor (Table 5)

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VMC / VMT ratio greater than **1.00** indicates that the current system has adequate capacity to accommodate existing traffic. The VMC / VMT ratio is **1.32** based on the existing conditions evaluation **(Table 5)**. Thus, development activity is not being assessed for any system-wide deficiencies. For the Mobility Fee calculation, the ECEf will be set to **1.00**.

Table 5: 2025 Existing Conditions Evaluation Factor (ECEf)

Functional Classification	Length (miles)	2025 VMC	2025 VMT	ECEf
Minor Collector	7.80	181,000	42,610	4.25
Major Collector	15.19	330,850	170,920	1.94
Minor Arterial	6.92	249,740	214,370	1.16
Principal Arterial	17.05	878,410	813,830	1.08
Total	46.96	1,640,000	1,241,730	1.32

Source: *Palm Springs Traffic Characteristics Data* ***(Appendix D)****. The Vehicle Miles of Travel (VMT) for Interstate 95 that is taken from the portions of I-95 between 6 Avenue South and SR 882 (Forest Hill Boulevard) is excluded from the existing conditions evaluation factor.*

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MOBILITY PLAN SUMMARY

The Mobility Plan identifies the mobility projects needed to meet the projected growth in travel demand over the next 20 years on the Village's transportation system. The Mobility Plan is comprised of the following plans: (1) Roadway Plan **(Map D & Appendix G)**; (2) Multimodal Plan **(Map E & Appendix H)**; (3) Mobility Programs **(Appendix I)**. The Plans and Programs includes detailed descriptions of mobility projects that serves as the basis for development of the mobility fee. The Plans includes existing funded mobility projects, as well as projects needed to meet future travel demand needs.

Planning level cost (PLC) estimates are established for each mobility project identified in the Plans based on cost data from the Village, FDOT District Four, and the Palm Beach County Transportation Planning Agency (TPA) **(Appendix F)**. The PLC estimates for each mobility project are subject to change as the projects move from design to engineering and ultimately onto construction. Multimodal capacities (MC) have been developed for each type of mobility project **(Appendix F)**.

The establishment of these multimodal capacities has been used to calculate a person miles of capacity (PMC) for each of the mobility projects. These multimodal capacities account for the capacity of sidewalks, cycle tracks, multi-use paths/trails, and roads. The following is a summary of the total length, and the planning level cost (PLC) and person miles of capacity increase (PMCi) for mobility projects that are not currently programmed or under construction **(Table 6)**.

Table 6: Mobility Plan Summary

Plans & Programs	Total Miles or Number of Projects	Planning Level Cost (PLC)	Person Miles of Capacity Increase (PMCi)
Roadway Plan	8.55 miles	$72,914,490	216,344
Multimodal Plan	43.44 miles	$87,736,283	183,678
Mobility Programs	10 Programs	$9,950,000	19,900
Total	51.99 miles	$170,600,773	419,922

Source: *Roadway Plan **(Appendix G).** Multimodal Plan **(Appendix H).** Mobility Programs **(Appendix I).** The basis for the Planning Level Cost (PLC) and Person Miles of Capacity (PMC) are summarized in **Appendix F**.*

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REASONABLY ANTICIPATED FUNDING

The availability of funding for the Mobility Plan over the next 20 years is projected to come from a variety of funding sources. These sources include the Village, new development, the federal government, Palm Beach County, partnerships, the State of Florida, and various transit providers. The Mobility Plan is the first step in a multi-step process to fund mobility within the Village. Proactively collaborating with new development is a way to advance mobility projects by entering into partnerships to extend these projects beyond development boundaries.

Palm Beach County and Palm Springs could allocate a portion of gas taxes and infrastructure sales tax towards the Mobility Plan. However, gas taxes have been declining locally, statewide, and nationally as vehicles have become more fuel efficient and the percentage of electric vehicles and hybrid vehicles increase. The federal government has not raised gas taxes in a number of years. The State of Florida annually adjust gas taxes on the first day of the year based on the prior year Consumer Price Index to adjust for inflation. The vast majority of gas taxes at all levels of government are largely earmarked for maintenance and operations of the existing transportation system, leaving minimal revenues available for new capacity and multimodal improvements.

The County's infrastructure sales tax, if renewed by referendum of the registered residents of Palm Beach County, provides a broader opportunity to have available funds to contribute towards mobility projects. The Palm Beach TPA has available federal and state funding identified through the 2045 Cost Feasible Long Range Transportation Plan (LRTP). A large portion of projected funding is allocated towards improvements on the Strategic Intermodal System (SIS), with a significant amount of the funds allocated toward the Florida Turnpike and Interstate 95. Historically, the Palm Beach TPA has a number of funding opportunities through grants and various pool of funds identified in the LRTP to allocate towards mobility projects. Funding for mobility projects on state roads is allocated through the LRTP and the FDOT State Transportation Improvement Program (STIP).

Over the next 20 plus years, it is reasonably anticipated that roughly **$39,918,013** in funding will be available to fund road and intersection improvements **(Table 7)**. A large portion **($18,681,425)** of the reasonably anticipated funding would come from federal and state sources for the future Lake Worth Road Improvements **(Appendix G)** and the lane repurposing of Lake Worth Road, Military Trail, and Forest Hill Lane **(Appendix H)**. In addition, the mobility fee methodology reasonably anticipates that the Village will receive roughly $650,000 of funding per year from various local, state, and federal sources, for a total of **$13,000,000** of funding through the 2045 Mobility Plan horizon.

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Table 7: Reasonably Anticipated Funding Summary

Roadway Plan Funding	**$2,213,108**
Multimodal Plan Funding	**$37,704,905**
Mobility Programs Plan Funding	**$0**
Other Sources	**$13,000,000**
Total	**$52,918,013**

Source: *Roadway Plan* ***(Appendix G).*** *Multimodal Plan* ***(Appendix H).***

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New Growth Evaluation (NGE)

A new growth evaluation has been conducted to ensure that new development is not paying for more than its attributable share of the cost of the mobility projects identified in the Mobility Plan, as required by case law and Florida Statute. The new growth evaluation factor (NGEf) is based on the increase in person miles of travel (PMT) and the increase in person miles of capacity (PMC) from the mobility projects Figure 7.

Figure 7: New Growth Evaluation Factor (NGEf)

New Growth Evaluation factor (NGEf)

NGEf = (PMTi / PMCi)

If NGEf > 1.00, then the NGEf is set at 1.00

Where:

PMTi = Person Miles of Travel increase (Table 3)

PMCi = Person Miles of Capacity increase (Table 6)

NGEf = New Growth Evaluation factor (Table 8)

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The new growth evaluation factor (NGEf) is **0.99 (Table 8)**. A NGEf ratio that is less than 1.00 indicates that more capacity is being provided than what is needed to meet future demand. The NGEf ratio is less than 1.00. Thus, the Mobility Fee is assessing new development for more person miles of capacity (PMC) than is what is needed to accommodate projected increases in person miles of travel (PMT). For purposes of the calculation of the Mobility Fee rate, the new growth evaluation factor (NGEf) is set to 0.99.

Table 8: New Growth Evaluation Factor (NGE)

Increase in Person Miles of Travel (PMTi)	416,585
Increase in Person Miles of Capacity (PMCi)	419,922
New Growth Evaluation factor (NGEf)	0.99

Source: *The increase in person miles of travel is based on Table 3. The increase in person miles of capacity is based on Table 6. The new growth evaluation calculation is based on the formula in Figure 7.*

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Person Miles of Capacity Rate (PMCr)

The first component for calculating a Mobility Fee is the calculation of a person miles of capacity rate (PMCr). The attributable planning level cost (PLCa) is based on the planning level cost (PLC) for the updated Mobility Plan Projects less the reasonably anticipated funding (AF). The assignable Mobility Plan Project cost (MPCa) is calculated by multiplying the planning level cost (PLCa) by the existing conditions evaluation factor (ECEf) and the new growth evaluation factor (NGEf). The assignable Mobility Plan cost (MPCa) is then divided by the increase in person miles of capacity (PMCi) to determine the person miles of capacity rate (PMCr) **(**Figure 8**)**.

Figure 8: Person Miles of Capacity Rate (PMCr)

Person Miles of Capacity rate (PMCr)

$\sum PLC = (\sum RPc + \sum MPc + \sum MPPc)$

$\sum AF = (\sum RPf + \sum MPf + \sum MPPf + \sum OSf)$

$PLCa = (\sum PLC - \sum AF)$

$MPCa = ((PLCa \times ECEf) \times NGEf)$

$PMCr = (MPCa / PMCi)$

Where:

PLC = Planning Level Cost (Table 6)

AF = Anticipated Funding (Table 7)

c = Cost

f = Funding

RP = Roadway Plan (Appendix G)

MP = Multimodal Plan (Appendix H)

MPP = Mobility Programs Plan (Appendix I)

OS = Other Sources (Table 7)

PLCa = Attributable Cost of Mobility Plan Projects (Table 9)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 5)

NGEf = New Growth Evaluation factor of 0.99 (Table 8)

MPCa = Assignable Cost of Mobility Plan Projects (Table 9)

PMCi = Person Miles of Capacity increase (Table 6)

PMCr = Person Miles of Capacity Rate (Table 9)

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The following is the calculation for the Person Miles of Capacity Rate (PMCr) illustrated in **Figure 8**:

PLC of $170,600,773 = ($72,914,490 + 87,736,283 + 9,950,000)

AF of $52,918,013 = ($2,213,108 + $37,704,905 + $0 + $13,000,000)

PLCa of $117,682,760 = ($170,600,773 - $52,918,013)

MPCa of $116,505,930 = ($117,682,760 x 1.00) x 0.99)

PMCr of $277.91 = ($116,505,930 / 419,922)

With an assignable Mobility Plan Cost (MPCa) of **$116,505,930** and a Person Miles of Capacity increase (PMCi) of **419,922**, the calculated Person Miles of Capacity PMC rate (PMCr) is **$277.91 (Table 9)**. The PMCr will be multiplied by the Person Travel Demand per land use on the Mobility Fee schedule to calculate the Mobility Fee rate per land use.

Table 9: Person Miles of Capacity Rate (PMCr)

Planning Level Cost (PLC)	**$170,600,773**
Anticipated Funding (AF)	**$52,918,013**
Attributable Planning Level Cost (PLCa)	**$117,682,760**
Existing Conditions Evaluation Factor (ECEf)	**1.00**
New Growth Evaluation Factor (NGEf)	**0.99**
Assignable Mobility Plan Cost (MPCa)	**$116,505,930**
Increase in Person Miles of Capacity (PMCi)	**419,222**
Person Miles of Capacity Rate (PMCr)	**$277.91**

Source: *Roadway Plan* ***(Appendix G).*** *Multimodal Plan* ***(Appendix H).*** *Mobility Programs* ***(Appendix I).*** *The Planning Level Cost (PLC) of mobility projects per* ***Table 6****. The anticipated and assumed funding per* ***Table 7****. The Existing Conditions Evaluation factor (ECEf) is obtained from* ***Table 5.*** *The New Growth Evaluation factor (NGEf) is obtained from* ***Table 8.*** *Person Miles of Capacity increase (PMCi) per* ***Table 6****. The Person Miles of Capacity Rate (PMCr) was determined per* ***Figure 8.***

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PERSON TRAVEL DEMAND PER USE (PTDU)

The second component for calculating a Mobility Fee for land uses in the Mobility Fee schedule is the calculation of person travel demand (PTD) for each use. The factors utilized in the calculation of person travel demand (PTD) for each use are the principal means to achieve the "rough proportionality" test established by the courts and Florida Statute 163.31801.

Trip Generation

Trip generation rates are based on daily trip information published in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th edition. The detail for the daily trip generation rates for each land use is included in **Appendix J.** For uses where daily trips are not provided or there are only a few studies, the AM and PM Peak hours of adjacent street traffic were averaged and divided by a peak-to-daily ratio to derive daily trips.

The Mobility Fee schedule requires that trip generation rates for non-residential uses be based on multiple land uses. The trip generation for Mobility Fee schedule land uses such as Community Serving, Long Term Care, and Overnight Lodging are based on weighted AM and PM trip generation data to develop the daily trip generation rates. Additional detail is provided in **Appendix J.**

The simplest way to calculate the daily trip generation rate for a use, where trip generation is based on multiple trip generation rates, would be to simply average the trip rates. The issue with a simple average is that the ITE Manual may only have one (1) or two (2) studies for a given land use and 50 studies for another use. Generally, the greater the number of studies, the more accurate the trip generation rate is for a given use. To ensure that a trip generation rate based on one (1) study does not have the same weight as a trip generation rate based on 30 studies, a weighted trip generation rate is calculated for each Land Use where daily trips are based on more than one ITE land use code.

% New Trips

The percentage of new trips is based on a combination of the various pass-by analyses provided in ITE's Trip Generation Handbook, 3rd edition and various traffic studies conducted throughout Florida. The percentage of new trips differs slightly from the commonly used pass-by trip term as it is the percentage difference in trips after pass-by trips are deducted. While ITE's Trip Generation Handbook does not recognize pass-by rates for uses other than retail, pass-by rates are utilized for uses such as medical offices, day care, entertainment, and recreation use to reflect how people move about the community. The detail for the % new trips is included in **Appendix K**. The concept is better understood based on the following example:

(10 trips x (100% - 30% pass-by rate)) = 7 trips or 70% new trips).

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Vehicle Trip Length (VTl)

The vehicle trip length (VTl) is used to calculate the vehicle miles of travel for land uses in the mobility fee schedule. Vehicle trip lengths are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 with heavy rail service, which includes the central portions of Palm Beach County **(Appendix L)**. Vehicle trip lengths vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

The travel survey data utilized are for trips of 10.0 miles or less. The U.S. Department of Transportation has been evaluating household trip length data for all counties in the U.S. The trip length data measures population staying at home, population making trips, trips of 5 miles or less, 5 to 10 miles, and varying trip lengths greater than 10 miles. The data has been collected monthly since 2019. Within Palm Beach County, more than 65% of all household trips are less 5 miles or less and 81% of all household trips are 10 miles or less **(Appendix M)**. Trips over 10 miles in length would primarily be using limited access roads such as the Florida Turnpike and Interstate 95.

Limited Access Evaluation Factor (LAEf)

Travel on Interstate 95 (I-95), which is a limited access facility, is excluded from Mobility Fee calculations as I-95 is principally funded and maintained by the Federal Government in coordination with FDOT. To ensure development that generates new person travel demand is not charged for travel on I-95, a limited access factor has been developed based on 2025 VMT **(Table 2)**. The limited access evaluation factor (LAEf) of **0.754** is based on 25% of VMT occurring on I-95 **(Table 10).** An adjustment was applied to account for the fact that Palm Springs is only located on the west side of I-95. The LAEf adjustment is applied to the VMT per land use **(Appendix K)** and is used in the calculation of person travel demand per land use **(Appendix K).**

The following is the calculation for the Limited Access Evaluation factor (LAEf):

Limited Access VMT x 0.5 = Limited Access (West) VMT

Arterial & Collector Roads VMT + Limited Access (West) VMT = Total VMT

Arterial & Collector Roads VMT divided by Total VMT = Limited Access Evaluation factor

810,730 x 0.5 = 405,365; 1,241,730 + 405,365 = 1,647,095; (1,241,730 / 1,647,095) = 0.754

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Table 10: Limited Access Evaluation Factor (LAEf)

Facility	2025
Arterial & Collector Roads VMT	1,241,730
Limited Access VMT	810,730
Limited Access VMT West Adjustment	0.50
Limited Access (West) VMT	405,365
Total VMT	1,647,095
Limited Access Evaluation Factor (LAEf)	0.754

Source: *Growth in Vehicle Miles of Travel (**Table 2**).*

Origin Destination Factor (ODf)

Trip generation rates represent trip-ends at the site of a land use. Thus, a single origin trip from home to work counts as one trip-end for the residence and from work to the residence as one trip-end, for a total of two trip ends. This distributes the impact of travel between origins and destinations of trips based on the overall share of travel by trip purpose. The application of the origin and destination factor (ODf) eliminates double charging new development for the same trip. The ODf is used in the calculation of PTDu (**Appendix K**).

Vehicle Miles of Travel (VMT)

The vehicle miles of travel are calculated based on trip generation, percent new trips, vehicle trip length, the limited access evaluation factor, and the origin and destination factor (**Appendix K**). The vehicle miles of travel (VMT) for land uses in the mobility fee schedule are then converted into person travel demand (PTD) based on the person miles of travel (PMT) factor.

Person Miles of Travel Factor (PMTf)

The person miles of travel factor (PMTf) are used to convert the vehicle miles of travel (VMT) to person travel demand (PTD) for land uses in the mobility fee schedule. The PMTf allows for the conversion of vehicle travel to person travel by accounting for people walking, bicycling, riding transit, and for vehicle occupancy. The person miles of travel factor (PMTf) are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida. The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes the central portions of Palm Beach County **(Appendix L)**.

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The person miles of travel factor (PMTf) vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule. The assigned PMTf per land use is established in **Appendix K.**

Person Travel Demand per Land Use (PTDu)

The result of multiplying vehicle miles of travel (VMT) by the person miles of travel factor (PMTf) is the establishment of a Person Travel Demand per land use (PTDu) **(Appendix K)**. The PTD per land use reflects projected person travel during an average weekday for the various land uses in the Mobility Fee schedule. The calculation for Person Travel Demand (PTD) is illustrated in **Figure 9**:

Figure 9: Person Travel Demand per Use (PTDu)

Person Travel Demand per use (PTDu)

VMTu = ((((TG x % NEW) x VTl) x LAEf) x ODf)

PTDu = (VMTu x PMTfu)

Where:

VMTu = Vehicle Miles of Travel per use (Appendix K)

TG = Trip Generation (Appendix J)

%NEW = Percent of Trips that are Primary Trips (Appendix K)

VTl = Vehicle Trip Length by Trip Purpose (Appendix K)

LAEf = Limited Access Evaluation factor of 0.754 (Table 10)

ODf = Origin and Destination Factor of 0.50 (Appendix K)

PTDu = Person Travel Demand per use (Appendix K)

PMTfu = Person Miles Travel factor per use (Appendix K)

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The following is an example of the calculation of the Person Travel Demand (PTD) for a single-family detached residential land use per 1,000 sq. ft. **(Appendix K).**

Trip Generation (TG): 5.62
% New Trips (%NT): 1.00
Vehicle Trip Length (VTl): 3.86
Limited Access Adjustment factor (LAEF): 0.754
Origin & Destination Factor (ODf): 0.50
Vehicle Miles of Travel (VMT): 8.18
Person Miles of Travel factor (PMTF): 1.61
Person Travel Demand (PTD): 13.17

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu
((((5.62 x 1.00) x 3.86) x 0.754) x 0.50) = 8.18; (8.18 x 1.61) = 13.17

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MOBILITY FEE ASSESSMENT AREA

There are two kinds of geographic areas in mobility fee systems: assessment areas and benefit districts. Assessment areas are based on either a physical location, such as a downtown, or a type of development pattern, such as a traditional neighborhood development (TND). New development within the Village only pays the mobility fee rate applicable to the assessment area in which the new development is located.

The establishment of different assessment areas is done in recognition that certain geographic locations or types of developments will result in shorter trips, more people walking and bicycling, and higher levels of internal capture; thus, minimizing impact to the external roadway network. Multiple assessment areas are established for mobility fees to reflect differences dues to internal capture or external distribution of trips.

Multiple assessment area options within the Village were considered based on a review of the Future Land Use Element (FLUE), Future Land Use Map (FLUM), and current development patterns. The FLUE, FLUM and current development patterns for the Village do not feature enough variation to warrant Mobility Fees that vary by assessment area. Should the Village adopt future land use policies for mixed-use developments such as traditional neighborhood developments (TNDs), then the Village may elect to establish a mixed-use assessment area to account for internal capture of trips in a future update of the Mobility Fee.

The Palm Springs mobility fee features a single **Assessment Area** for the Village (**Map A**). The assessment area defines where a mobility fee is assessed and collected from new development. The mobility fee is assessed at the time of development order application and is paid at the time a development permit is issued, or equivalent approval is granted by the Village.

The Mobility Fee Ordinance will address assessment and imposition of the mobility fee on new development. The Mobility Fee Ordinance may either incorporate the Assessment Area map by reference or include the map as an exhibit to the Ordinance.

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MOBILITY FEE SCHEDULE

To ensure the rough proportionality test is addressed, the person travel demand of individual land uses is used to calculate the mobility fee rate per use (MFru) in the mobility fee schedule **(Appendix N)**. The mobility fee rate is based on the person travel demand for each use (PTDu) listed on the mobility fee schedule multiplied by the person miles of capacity rate (PMCr).

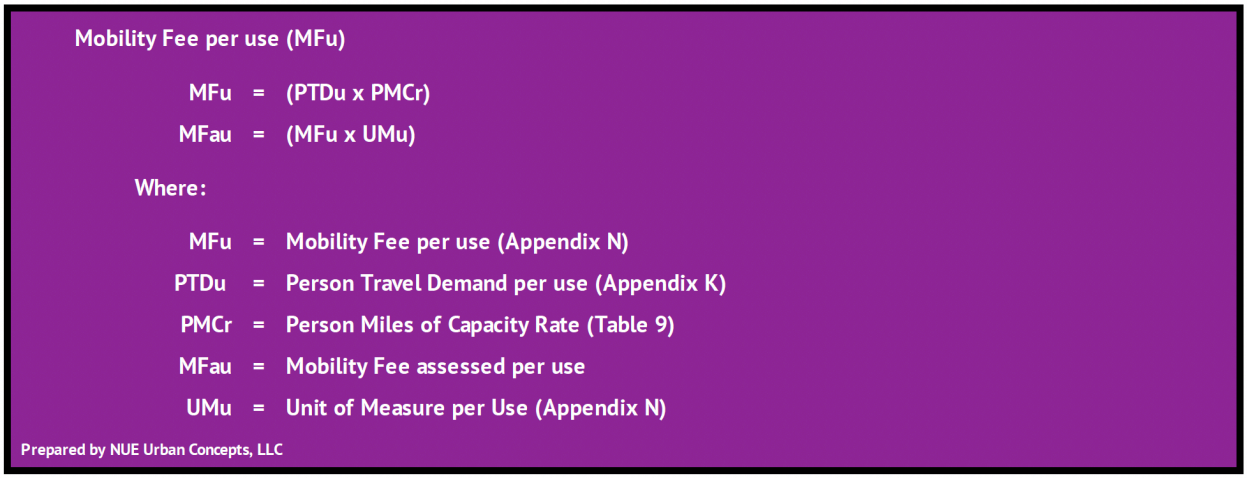
The calculated person travel demand for each use (PTDu) represents the full person travel demand impact of that land use within the Mobility Study Area **(Appendix K)**. The mobility fee rate per use (MFru) has been developed to fund the mobility projects needed on Village, County, and State Roads to address growth in future travel demand. Payment of the mobility fee based on land uses in the mobility fee schedule allows new development to equitably mitigate its impact to the Village's transportation system.

The Mobility Fee schedule provides fee rates on a per 1,000 square foot or applicable unit of measure basis **(Appendix N)**. New development is assessed a mobility fee per use (MFau) at the time of building permit application on a per square foot basis or applicable unit of measure. The calculations for determining the mobility Fee are illustrated in **Figure 10.** The following is an example of the mobility fee calculation for a 1,500 sq. ft. single-family detached residential dwelling where the unit of measure (UM) is per 1,000 sq. ft.:

(PTDu x PMCr) = MFru; Sq. Ft. (sf) / 1,000 = UMu; MFru x UMu = MFau

(13.17 x $277.91) = $3,659; (1,500 / 1,000) = 1.50; (1.50 x $3,659) = $5,489

Figure 10: Mobility Fee Calculation



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The mobility fee schedule seeks to strike a balance between the Village's Comprehensive Plan and current market trends. The uses included on the mobility fee schedule enable the Village of Palm Springs to use the Mobility Fee as an additional tool to further integrate land use and transportation planning consistent with the Village's Comprehensive Plan. The calculated mobility fee per land use is provided in **Appendix N**.

The mobility fee schedule of uses is broken down into five (5) components that are further described below the figure: (1) category of land uses; (2) individual land use classifications; (3) representative land uses; (4) Assessment Area; and (5) the mobility fee rates per land use. The following is an example the five (5) components of the mobility fee schedule **(Figure 11).**

Figure 11: Mobility Fee Schedule Components

Five (5) Components of a Mobility Fee Schedule	
Use Categories, Uses Classifications, & Representative Uses	**(Assessment Area)**
	Village-wide
(1st Use Category) = Institutional Uses per sq. ft.	
(2nd Use Classification) = Community Serving **(3rd Representative Use) = (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)**	**(5th Mobility Fee Rates)**

The first (1st) component is overall categories of land uses, such as residential or office. Under each overall category there are multiple uses for which a mobility fee is calculated. The overall category is generally consistent with the function of a given land use for the individual land use classification. These overall categories are generally consistent with the Village Comprehensive Plan and the ITE Trip Generation Manual. These categories headings also specify if the individual uses are calculated on a per 1,000 square feet or a different unit of measure, such as the per acre for Outdoor Recreation.

The second (2nd) component is individual land use classifications, such as community serving or high impact retail. These individual land use classifications have similar person travel demand characteristics and / or similar functions to the overall land use category. These individual land use classifications are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses. The individual land use classifications will specify the unit of measure to calculate the mobility fee if it differs from a rate per 1,000 square feet.

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The third (3rd) component is representative land uses under the individual land use classifications. These representative land uses are shown in brackets such as (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor) after the individual land use classification of Private Education. These representative land uses have similar person travel demand characteristics and functions to the individual land use classification.

These land uses are not exhaustive and are intended to serve as a guide to describe the types of use that would be assessed a mobility fee based on the rate for the individual land use classification. The definition of each individual land use classification provides further detail on the types of representative land uses that would fall under an individual land use classification. These representative land uses are generally consistent with the ITE Trip Generation Manual classification under a give category of land uses and individual land use classifications.

The fourth (4th) component is the Assessment Area. The mobility fee schedule includes a single assessment area. In the future, the Village could consider additional assessment areas.

The fifth (5th) component is the Mobility Fee rates per land use classification. The Mobility Fee rates are illustrated for each land use. The Mobility Fee for an individual land use is determined by multiplying the mobility fee rate by the applicable unit of measure.

Residential Land Uses

The Mobility Fee schedule proposes a streamlined approach to residential mobility fees that is easy to administer and addresses affordability. The schedule proposes a flat residential Mobility Fee rate per square foot for residential uses, regardless of the type of residential use. The Mobility Fee is set up so that a 600 sq. ft. studio pays for 600 sq. ft., a 1,200 sq. ft. two-bedroom apartment pays for 1,200 sq. ft., and a 2,000 sq. ft. single-family detached dwelling pays for 2,000 sq. ft. There is a direct correlation between the size of a unit and the Mobility Fee to be paid.

The calculation of Mobility Fees per sq. ft. is consistent with how the building industry prices permits and is a tool available to the Village to address affordability. The transition to a flat residential Mobility Fee rate, regardless of the type of residential use, reflects that as the size of a residential dwelling unit increases, there is a corresponding increase in the number of bedrooms and vehicles per household **(Appendix O)**. An analysis of data from the 2022 National Household Survey illustrates that as the number of vehicles increases and household size increases, so does the corresponding vehicle miles of travel **(Appendix P).** Thus, similar to the trip generation rates for non-residential land uses, as the size of a dwelling unit increases, so does the number of associated vehicle trips.

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Affordable or Workforce Housing

The Mobility Fee schedule does not feature a calculated Mobility Fee rate for affordable or workforce housing. The Village of Palm Springs, per Florida Statute Section 163.31801 (11), could elect to waive mobility fees for affordable housing per Florida Statute Section 420.9071.

Institutional Uses

The Mobility Fee schedule features three institutional use classifications: (1) community serving; (2) long term care; and (3) private education. Community serving uses include civic uses, museums, performing arts venues, and places of assembly, such as clubs, lodges, and places of worship. Long term care uses include adult day care, assisted living facilities, congregate care facilities, group care, and nursing homes. Private education uses include day cares, private schools, and Pre-K. Public and charter schools are exempt from mobility fees and impact fees per Florida Statue.

The Village has requested that beds be used for long term care and students for private education, consistent with Palm Beach County's Road impact fee schedule of land uses. NUE Urban Concepts recommended that the Village mobility fees be based on a rate per 1,000 sq. ft. to more accurately reflect travel demand impacts. Beds and students are outdated units of measure. While the mobility fee calculations are technically accurate, given the changing nature of long-term care and the difficulty of tracking student enrollment, the Village should re-evaluate the units of measure the next time the mobility fee is updated.

Recreational Uses

The Mobility Fee schedule includes four recreational use classifications: (1) outdoor recreation per acre; (2) outdoor recreation per court; (3) gold course per hole, and (4) indoor recreation per 1,000 sq. ft. Outdoor recreation uses consist of uses such as golf courses, tennis courts, and multipurpose recreation facilities. A separate indoor recreation category is included and is based on a rate per sq. ft. for indoor uses such as gyms, health clubs, yoga, and dance studios.

The Village has requested that courts be used for tennis, racquetball, and pickleball. This change necessitated also providing a separate rate for golf courses per hole. Palm Beach County's Road impact fee schedule of land uses courts and holes as units of measure. NUE Urban Concepts recommended that the Village mobility fees for outdoor recreation be based on a rate per acre to more accurately reflect travel demand impacts. Courts and holes are outdated units of measure. While the mobility fee calculations are technically accurate, given the changing nature of outdoor recreation, the Village should re-evaluate the units of measure the next time the mobility fee is updated.

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Industrial Uses

The Mobility Fee schedule features one industrial use category. The industrial category includes general industrial uses such as heavy industrial, assembly, manufacturing, microbreweries, and trades, as well as commercial storage uses such as mini-warehouses, outdoor storage, and warehouses.

Office Uses

The Mobility Fee schedule features two office use categories. The first use is for business office uses such as accounting or real estate. The general office use also includes hospitals and higher education. The second use is medical, such as clinics, dentist, medical doctors, emergency care, and veterinary. Medical office uses generate two to three times the number of trips as a non-medical office use, while hospitals have a daily trip generation consistent with non-medical office uses.

Retail Land Uses

The Mobility Fee schedule includes five (5) retail use classifications: (1) multi-tenant retail; (2) free-standing retail; (3) high impact retail; (4) convenience retail; and (5) quick service restaurant. A significant update in the 11th edition of the ITE Trip Generation Manual is the addition of several multi-tenant retail center use classifications. Thus, one of the retail categories is multi-tenant retail, typically what you would find in a shopping center, but without a grocery store or supermarket. The trip generation rate is far higher when a grocery store is present. The second category is free-standing retail uses, the most common of which are dollar or variety stores. Large format retail uses, such as home improvement stores or wholesale clubs are often free-standing retail uses as well. Multi-tenant uses may sometimes have banks or restaurants as part of a multi-tenant building. These uses would quality for the multi-tenant rate, plus any rates associated with drive-thru lanes.

The third category is high impact retail. These uses tend to have similar trip generation characteristics of roughly 75 to 125 trips per 1,000 square feet and consist of banks, grocery stores, sit down restaurants, and pharmacies. These uses increasingly also include a drive-thru component. The uses would be assessed per drive-thru lane, as well as for the square footage of the building. The third category is convenience retail and includes uses such as gas stations and convenience stores. As the highest trip generating land uses in the ITE Manual, these uses tend to have trip generation rates over 250 trips per 1,000 square feet. The fourth category is Quick Service Restaurant, aka fast-food restaurants, that tend to have trip generations rates of more than 200 trips per 1,000 square feet.

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Non-Residential Uses

The Mobility Fee schedule proposes eight non-residential uses where the mobility fee is based on a unit of measure other than per 1,000 sq. ft. These non-residential land uses include: (1) automotive repair establishment; (2) commercial use drive-thru; (3) financial services drive-thru; (4) overnight lodging; (5) quick service restaurant drive-thru; (6) mobile residence; (7) vehicle charging or fueling; and (8) vehicle cleaning.

The two non-residential uses that do not include additive mobility fees are mobile residence and overnight lodging. Mobile residence consists of mobile homes, RV's and travel trailers. These may be located on an individual parcel, to the extent allowed by the Village or within an overall park. Mobility fees are assessed per space or lot that can accommodate a mobile residence. Overnight lodging includes hotels, motels, bed and breakfast, and other transient accommodations. The Mobility Fee for overnight lodging is based on a rate per room. Additive mobility fees are not assessed on hotels.

To reflect higher travel demand, six (6) of these non-residential uses are additive mobility fees. As more land uses downsize, a mobility fee based solely on building size does not fully capture the travel demand impact of certain high travel demand uses. A mobility fee for any retail building would be assessed at the appropriate mobility fee rate. In addition, uses with a bank, quick service restaurant, or pharmacy drive-thru, a car wash, or a commercial motor vehicle charging or fueling position would pay additive fees based on the number of features proposed for the development activity or existing development retrofit.

Uses with a repair or service bay shall be required to pay a mobility fee per bay or stall, plus any mobility fee associated with any building spaces that are not captured as part of a lane, stall, or bay. These uses would include vehicle repair or service, quick lube, tire stores, as well as any vehicle accessories or modifications.

Commercial uses such as grocery stores, variety stores, and large format retailers are starting to include drive-thru lanes for either pharmacies or for general merchandise. Banks, pharmacies, and restaurants all feature higher trip generation rates when there are drive-thru facilities. Some trips may be offset by customers going to the retail use. However, as delivery services become more common, pass-by rates or trip chaining rates are decreasing as delivery trips are making one or two primary trips and not necessarily stopping for other trip purposes, like most people do when going shopping for general goods. Like banks and fast food, retail square footage will likely start to shrink as more purchases are delivery or focus on more auto related convenience trips with fewer people shopping for goods.

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Some financial institutions, especially Credit Unions, are increasing their brick-and-mortar presence to attract additional customers. Other banks are eliminating branches entirely and just offering drive-thru or walk-up free-standing ATMs. For banks with drive-thru lanes, an additional Mobility Fee is assessed per drive-thru lane. A Mobility Fee is also assessed for any free-standing walk-up ATMs or ATMs accessed via drive-thru lanes.

Quick service restaurant uses are experiencing a transformation where buildings are getting smaller, while the number of drive-thru lanes and delivery services are increasing. Due to their high travel demand impact, an additive fee has been calculated per quick service drive-thru lane to capture the impact of quick service uses that offer one or more drive-thru lanes. Some quick service uses are migrating to walk-up ordering, outdoor seating only, with two drive-thru lanes and one delivery pick-up lane, further increasing travel demand. This impact is not captured by simply evaluating the building.

Convenience uses have primarily been uses with motor vehicle fueling. Increasingly superstores, supermarkets, variety stores, and wholesale clubs have started to add vehicle fueling. The additive mobility fees will be assessed to any use that offers commercial vehicle charging and fueling and is accessible to the public or through a membership club. The mobility fee is assessed per commercial charging station or fueling position. Any motor vehicle charging station that does not charge for service will not be assessed a mobility fee, such as charging stations provided in a public or private garage that do not charge for use.

Uses with a car wash shall be required to pay a mobility fee per lane, stall, or bay for the use, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. Any building solely for maintenance or supply purposes that does not include any accessible spaces for personnel would not be required to pay a mobility fee beyond that associated with the additive fee for the car wash.

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MOBILITY FEE COMPARISON

A comparison between the Village of Palm Springs Mobility Fee and the existing Palm Beach County road impact fee has been prepared **(Appendix Q).** While the comparison is a useful metric, the Village Mobility Fee and County road impact fee: (1) use very different methodologies; (2) were calculated by different consultants; and (3) were prepared at different times. The land uses listed in the Village and County fee schedule are not the same. Therefore, a best fit analysis was used to allow for the comparison. The County's road impact fee is based on rates from their 2022 road impact fee study. The Village Mobility Fee is based on the most recent and localized data as of 2025. The County provides 49 different impact fee rates. The Mobility Fee schedule is more streamlined with a total of 24 mobility fee land use rates.

The County road impact fee uses a consumption-based methodology based on an adopted level of service standard, rather than specific road projects that the County intends to construct. The Palm Springs Mobility Fee uses a plan-based methodology where the Mobility Fee is based on the cost to construct specific mobility projects. The County's road impact fee uses vehicle miles of travel and trip lengths to determine its road impact fee based on studies completed in the 1990's and 2000's. The Village Mobility Fee uses person miles of travel, person miles of capacity, person travel demand, and trip lengths based on the 2022 National Household Travel Survey (NHTS). The uses and units of measure also differ when comparing the County road impact fee and the Village's Mobility Fee.

The Village's mobility fee for residential land uses is based on the enclosed livable square footage for single-family and multi-family residential uses under roof. The Palm Beach County road impact fee for residential land uses is calculated per dwelling unit, regardless of the square footage. On a per 1,000 sq. ft. basis, Palm Springs mobility fee is lower than the County Road impact fee per dwelling unit. The mobility fee for a 1,500 square foot single-family detached residential dwelling results in a slightly lower fee than the County's Road impact fee for the same unit **(Appendix Q)**. Likewise, the mobility fee for a multi-family residential development / building will be similar to the County when considering livable square footage.

The Village's mobility fee is lower than the County Road impact fee for most land uses. There are a few rates that are slightly higher than the County, with most of that difference due to changes in trip generation rates. Overnight lodging and vehicle cleaning land uses are higher based on higher trip generation rates from the 11th edition of the ITE Trip Generation Manual versus the rate the County used from the 10th edition of the Manual as part of its update. Higher rates are relative as the unit of measure is different for several land uses, making exact comparisons more difficult to evaluate. Further, the Mobility Fee is based on 2025 data, the County's is 2021 data.

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MOBILITY FEE BENEFIT DISTRICT

The benefit test of the dual rational nexus test requires that local governments establish defined areas or districts within which mobility fees collected are earmarked for expenditure. The geographic limits of the proposed Mobility Fee Benefit District include the current Village limits, enclaves, and portions of unincorporated Palm Beach County **(Map B).** The extension of a Mobility Fee Benefit District beyond current Village limits was done in recognition that travel demand does not start or stop at Village limits **(Map B)**.

Having a Mobility Fee Benefit District that extends beyond the Village limits ensures that the Village can expend Mobility Fees on projects identified in the Mobility Plan outside the Village limits that cross enclaves or terminate at logical endpoints. It also allows the Village to address extra jurisdictional impacts and to work in a cooperative manner with adjacent municipalities, the County, and FDOT to partially fund mobility projects that would provide a mobility benefit to new development that pays the mobility fee. The extended boundaries also ensure the ability of the Village to fund mobility projects across enclaves and in surrounding areas to provide for continuity and connectivity.

To advance mobility projects and to form public / private partnerships, the Village may elect to establish a development specific mobility fee benefit district. A development specific benefit district would accommodate instances where new development advances mobility projects within a defined area. The benefit district could be a tool to collect mobility fees from various end users within a defined development and reimburse the new development that advanced the mobility project with mobility fees collected within the benefit district.

The benefit district could also include unaffiliated third party development activity within a defined area that would pay its mobility fee, and the Village would reimburse the development that provided a mobility benefit outside of the limits of its development boundary. Any development specific benefit district would be established through a developer agreement between the Village and the new development. The agreement would address the limits of the district and any development specific collection of mobility fees, utilization of credit, or reimbursement to the developer.

The Village will be required to establish a mobility fee special revenue account. Special revenue fund accounts ensure that mobility fees are expended within the Benefit District and are appropriately accounted for to address annual State mandated audit requirements for Mobility Fee collections and expenditures.

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DEFINITIONS

Any defined term in this Technical Report does not supersedes definitions in the Village's Comprehensive Plan or Land Development Regulations for non-mobility fee related purposes.

Amenities and Ancillary Uses means buildings, structures, and lands with a clubhouse, meeting spaces, laundry facilities, guard houses, fields, courts, indoor or outdoor recreation uses, garages, parking structures, barns, sheds, landscape maintenance facilities that do not generate additional person travel demand, are not open to the public, are not a commercial use. These amenities are generally associated with residential developments and overnight lodging. These uses are not assessed a mobility fee unless they are open to the public and charge for use either through cash or electronic payment or through membership or club dues.

Assessment Area means a geographic area of the Village or a specific development pattern where mobility fees are assessed on new development.

Automative Repair Establishment means a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable impact fee per the square footage of the building not associated with the quick lube service.

Benefit District means areas a geographic area of the Village where mobility fees paid by new development are expended on mobility projects.

Business Uses means general offices, hospitals, higher education, post-secondary trade schools, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Capacity means the maximum sustainable flow rate, at a service standard, at which persons or vehicles reasonably can be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Commercial Use Drive-Thru means any drive-thru lane associated with a personal service or retail use. The drive-thru may include an order window or a door, window, or other means of access to drop-off or pick-up up goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners or pharmacies. Increasingly retail uses are including drive-thru lanes to pick up ordered goods. Drive-thru lanes associated with a bank, fast food or quick service restaurant,

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financial institution, or auto wash are assessed additive mobility fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those uses included on the mobility fee schedule with defined mobility fee rates.

Community Serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Convenience Retail means a use that sells convenience goods and products as further defined in the ITE Trip Generation Manual for Land Use Codes 851, 944, 945, and 950. Convenience store uses with motor vehicle charging or fueling shall be assessed an additive impact fee per charging or fueling position. Convenience store uses with third party restaurants shall be assessed mobility fees for the areas for quick service restaurants and based on those applicable rates for the defined areas. Uses with quick service drive-thru lanes shall also be assessed impact fees per drive-thru. Uses with motor vehicle cleaning shall be assessed impact fees for the motor vehicle cleaning units of measure.

Financial Service Drive-Thru Lane or Free-Standing ATM means any bank, financial institution, credit union, with a drive-thru lane used for banking purposes such as deposits, withdrawals, balance inquires, or bill pay. The drive-thru may include either a teller window, pneumatic device for transferring banking information or funds, or an Automated Teller Machine (ATM). An ATM inside or attached to a building that has a use open to the public or end user is not assessed a separate fee as a stand-alone ATM. This use also includes free standing bank drive-thru lanes and freestanding walk-up or drive-thru ATM machines. The fee shall be based upon the total number of drive-thru lanes with a banking window, pneumatic device, or ATM and/or the total number of free-standing ATM's. Free-standing ATM's may be either walk-up or feature drive-thru lanes.

Free-Standing Retail means goods, merchandise, personal services, retail, and sales conducted in free-standing building where any single use under common ownership exceeds 75 percent of the total square footage of the building. Auto parts stores, automobile dealerships, discount stores, superstores, variety stores, and wholesale clubs are typically the types of retail land uses that would feature free-standing retail buildings. These uses fall under the 800 and 900 series of land use codes for the ITE Trip Generation Manual and are not other specified in the mobility fee schedules of uses.

High Impact Retail shall mean grocery stores, supermarkets, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal

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services. Banks and credit unions, pharmacies, and restaurants located within a multi-tenant retail use would be assessed the multi-tenant retail use mobility fee.

Impact shall mean any new development that results in an increase in person travel demand above the demand generated by the existing use of property, including submerged properties.

Indoor Recreation means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales.

Industrial means those activities which are predominantly engaged in building and construction trades, the assembly, distribution, finishing, packaging, processing, production, and/or storage of goods or products, utilities, recycling, waste management and uses that include brewing and distilling that may have taps, sampling or tasting rooms, and include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 excluding governmental uses and commercial storage uses. Industrial uses typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses.

Industrial Uses means those activities which are predominantly engaged in the assembly, distribution, fabrication, finishing, packaging, processing, production, storage, and/or warehousing of goods and products and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 but excluding governmental uses. Industrial Uses also means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to allowance by land development and zoning regulations.

Institutional Uses means those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving. Federal, state, and local government institutional uses, except for community development districts, are exempt from payment of mobility fees.

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ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates.

Level of Service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Long Term Care means communities designed for long term care of on-site residents, such as assisted living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

Medical or Dental Office means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. Land Use Code 620 is included under Long Term Care land uses.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, One-Wheel, Unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Microtransit means electric powered low speed vehicles autonomous transit shuttles, golf carts, neighborhood electric vehicles, and transit circulators that seat less than 15 passengers.

Mobile Residence means land uses for the temporary or permanent placement of Mobile Homes RVs, Tiny Homes on Wheels, or Travel Trailers, within predefined lots or spaces that have connections for communications, electric, water, and wastewater. Mobile residential parks may have common amenities and building with recreational uses, laundry, and park offices.

Mobility means the ability to move people and goods from an origin (beginning point) to a destination (end point) by multiple modes of travel in a timely (speed) manner.

Mobility Fee means a monetary exaction imposed on new development to fund mobility projects identified in the most recently adopted mobility plan.

Mobility Fee Expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, elevated crossings, bridges, traffic control and crossing warning devices, landscape, trees, way finding, irrigation, hardscape, streetscape, and lighting related to projects; (d) micromobility devices,

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microtransit vehicles, programs and services, (e) mobility hubs, rail stations with parking structures, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the mobility plan; (k) reasonable costs of planning, design, survey, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) village administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

Mobility Fee Schedule means the land uses for which a mobility fee is to be assessed on new development. The schedule includes the mobility fee rates per unit of measure for each land use.

Mobility Fee Technical Report shall mean the Village of Palm Springs Mobility Fee Technical Report dated July 2025 and prepared by NUE Urban Concepts, LLC that documents the analysis, data and methodology used to develop a mobility fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

Mobility Plan shall mean the Roadway Plan, Multimodal Plan, and Mobility Programs included in the Village of Palm Springs Mobility Plan dated April 2025 and prepared by DDEC, LLC & NUE Urban Concepts, LLC that identifies mobility projects within and adjacent to the Village to meet future person travel demand from new development and serves as the basis for the Village's mobility fee. Future updates of the Mobility Plan may be referenced as a Mobility Plan with a future year.

Mobility Programs means initiatives identified in the Mobility Plan intended to implement the Mobility Plan. These mobility programs include a variety of plans and studies that the Village will undertake as part of implementation of the mobility plan and expenditure of the mobility fees.

Mobility Project means improvements such as bike lanes, buffered bike lanes, protected bike lanes, cycle tracks, raised bike lanes, intersections, interchanges, roundabouts, boardwalks, pathways, shared-use paths, multi-use paths/trails, sidewalks, traffic calming, elevated crossings, pedestrian bridges, overpasses or underpasses, roads, streets, and streetscape. Mobility projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, circulators, lanes, stops, and facilities, along with mobility hubs and corridor studies. Projects can include new

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or additional travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility plan projects or multimodal projects.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Multimodal means travel outside of travel lanes, beyond the outside edges of pavement or curbs, on sidewalks, pathways, shared-use paths, boardwalks, or trails primarily by walking, jogging, running, rollerblading, or non-motorized bicycling, skating, scootering, or use of a device for mobility impaired persons, and where allowed use of micromobility devices. Multimodal also means travel on designated lanes, shoulders or travel lanes by bicycling, rollerblading, skating, scootering, using a personal electric micromobility device, where allowed by Village ordinance, and riding microtransit.

Multi-Tenant Retail means goods, merchandise, personal service, restaurant, retail, and street level mixed-use provided in a single building, with two (2) or more separate and distinct uses under different corporate ownership where no single use exceeds 75 percent of the total square footage of the building. For street level mixed-use, the first-floor uses would be utilized to determine the 75 percent threshold mix and would feature one or more floors above the street level with non-residential, office, retail, or residential uses. This includes land uses under ITE Land Use Codes Series 800 and 900.

New Development means new residential and non-residential construction, any new land development or site preparation activity, any new construction of buildings or structures, any modification, reconstruction, redevelopment, or upgrade of buildings or structures, any change of use of a building, land, or structure, and any special exception approval, variance, or special use permit that results in an impact to the transportation system.

Non-Residential Additive Uses means a land use with a mobility fee rate based on a unit of measure that generates high levels of impact per unit such as service bays, car wash lanes, fueling positions for motor vehicles, and drive-thru lanes for banks, quick service restaurants, and retail uses. These mobility fees per unit of measure are assessed in addition to mobility fees assessed per land use based on square footage of buildings and structures or the applicable unit of measure for the land use. These non-residential uses fees may be referred to additive fees or additive mobility fees.

Non-Residential Square Feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including

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architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of primary use of the property of their use. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, outdoor walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Office Uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 540, 550, 911 and 912. Land Use Code 620 is included under institutional uses.

Outdoor Recreation per Acre means outdoor recreational activity including land uses with miniature golf, batting cages, bumper boats, go-carts, golf driving ranges, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. The use could feature one type of outdoor recreation or a mixture of activities. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The fee shall be based upon the acreage for which the primary function of the acreage is active recreational uses. Areas for circulation, parking, buffers, buildings, structures, and stormwater where the primary function of the acreage is not active recreation are excluded from the total assessable acreage. The use would generally fall under the ITE Land Use Code Series 400.

Outdoor Recreation per Court means outdoor recreational activity including land uses with basketball, pickleball, racquetball, and tennis courts that require paid admittance, membership or some other type of fee for use. The use could feature one type of court or could feature a variety of court types. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The use would generally fall under the ITE Land Use Code Series 400.

Outdoor Recreation per Hole means golf course open to the public or through a membership fee that are not used for the exclusive and permanent use of residents within a master planned or unified development. The mobility fee for buildings and structures for refreshments, bathrooms, changing and retail would be based on the mobility fee rate for Indoor Recreation. The fee shall be based upon the total number of holes on the golf course for use in actively playing golf. The use would generally fall under the ITE Land Use Code 430.

Overnight Lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited

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recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300.

Person Miles of Capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility assisted device over a defined distance.

Person Miles of Travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

Person Miles of Travel Factor (PMTf) means the factor utilized to convert vehicle miles of travel to person miles of travel based on the 2022 National Household Travel Survey.

Person Travel Demand (PTD) means travel demand from new development based on trip generation, pass-by trips, vehicle trip lengths, limited access travel, origin and destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Person Trip (PT) means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person Trip Length (PTl) means the length, in miles, of a person trip per trip purpose.

Private Education means building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. The mobility fee shall be determined based on the number of allowable students, unless otherwise specified in an agreement between the Village and the educational use. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Quick Service Restaurant means a building or structure where an order for food is placed at a service counter, at a drive-thru or walk-up pick-up window, or via a mobile device or an on-line application or portal, or a designated delivery or parking area. These uses may or may not have indoor or outdoor seating and may or may not have a drive thru. These uses include fast casual, fast food, quick service, food, and beverages, communal or ghost kitchens, delivery only services, food trucks,

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or shipping container facilities. Any use with a drive-thru lane or parking areas designated for delivery pick-ups shall be assessed an additive mobility fees per drive-thru lane.

Quick Service Restaurant Drive-Thru means a delivery lane where an order is picked-up by a customer that placed an order at a call box, window, or screen, or via a mobile device or an on-line application or portal. The number of drive-thru lanes shall be based on the total number of lanes, not the number of windows where an order is picked-up. Some drive-thru lanes may be opened longer than the restaurant is open. Food may be obtained from a pick-up window, locker, station, or functional equivalent after the order has been placed. For uses with designated parking areas for delivery pick-up where food is brought to the parking location, every (5) designated spaces shall be considered the equivalent to a drive-thru lane. The mobility fee per drive-thru is assessed in addition to the mobility fee assessed for the building.

Recreation Uses mean those public or quasi-public uses that serve a community's social, cultural, fitness, entertainment, and recreational needs, which include applicable land uses specified in the ITE Trip Generation Manual under Land Use Code Series 400 and 500.

Residential Dwelling means a dwelling unit, including single-family attached, single-family detached, multi-family, student housing, or active adult as a self-contained living space intended for residential occupancy by one or more individuals, including permanent facilities for living, sleeping, eating, cooking, and sanitation.

Residential Square Feet means the sum of the livable area (in square feet) of each dwelling that is fully enclosed (door, window, walls) measured from the exterior surface of the exterior walls and under roof. This square footage includes all common areas and an attached garage for individual dwelling units. This square footage does not include multi-story parking structures or detached garages for condos or multifamily uses. This square footage does not include garages that have not been converted to livable areas.

Residential Sales and Service Uses means residential uses shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200 for all Land Use Codes between 210 and 252.

Retail means entertainment, personal service, restaurant, and retail uses. This includes land uses under ITE Land Use Codes Series 400, 800, and 900. Retail includes all uses that do not fall under Grocery and Liquor Store, Convenience Store, Sit-Down Restaurant, or Quick Service Restaurant.

Retail Sales and Service Uses means those commercial activities which provide for sale, lease, or rent of goods, products, services, vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

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Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.

Trip means travel between locations, often times between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Transportation System means the right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, bridges, and multimodal 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 means the mode of transportation mobility that people choose to use, and how those choices result in trips of varying lengths on the transportation system.

Trip Length means the length of a trip per trip purpose.

Trip Purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

Use means a use of land for residential or non-residential purposes. For Mobility Fee purposes the terms land use and use are interchangeable. The inclusion of a use on the mobility fee schedule does not mean that land use or use is permitted by the Village's Comprehensive Plan or LDRs.

Vehicle means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the motor vehicle.

Vehicle Cleaning means a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. This use includes full-service, partial service, and self-service uses. The unit of measure shall be the number of bays or stalls for self-service cleaning, and the number of approach lanes for automated, semi-automated, or tunnel washes where payment is rendered or a card, code, or other means is used to access the cleaning service. For uses with automated, semi-automated, or tunnels, finishing stations for detailing, drying, or vacuuming impact fees shall also be assessed at a rate of one (1) station per every five (5) finishing stations. For uses with self-service bays or stalls, which typically feature a greater number of facilities than automated or semi-automated facilities, finishing stations for detailing, drying, or vacuuming. Mobility fees shall also be assessed at a rate of one (1) station per every ten (10) finishing stations.

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Vehicle Charging or Fueling means the total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle charging and fueling with or with/out small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing vehicle charging stations that charge a fee for use and are not a requirement of the Village as an ancillary use of a development shall be required to pay a mobility fee. The impact fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the Village or provided as an ancillary use are exempt from payment of the mobility fee. The Village shall have the ability to determine if a charging or fueling station is a commercial use.

Vehicle Miles of Travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle Occupancy (VO) means the total number of persons in a single motor vehicle making a trip.

Vehicle Trip means a single motor vehicle, regardless of the number of persons in the motor vehicle.

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RECOMMENDED NEXT STEPS

The adoption of the Mobility Fee requires additional tasks to administer and implement the Mobility Fee. The following are recommended next steps that the Village should consider:

(1) **Palm Beach County Interlocal Agreement:** HB 479 requires that municipalities and counites enter into an interlocal agreement to address transportation mitigation consistent with the requirements of Florida Statute Section 163.3180. As part of the interlocal, the Village should further evaluate travel to and from the Village and the share of roadway capacity and multimodal projects on County Road to establish baselines for use in the agreement. The interlocal should identify mobility projects, if applicable, where a share mobility fees should be allocated for advancement of mobility projects on County Roads. The Village should also evaluate road impact fee revenues collected by the County from development within the Village over the last 20 years and summarize road and intersection projects constructed by the County during that time period.

(2) **FDOT, Palm Beach County Transportation Planning Agency (TPA) Coordination:** Palm Springs should begin discussions with FDOT and the Palm Beach TPA on integrating the mobility projects into any subsequent updates of the 2050 LRTP. The coordination should also address the incorporation of mobility projects into existing funded and planned projects, and the pursuit of funding for mobility projects through existing or upcoming grant and funding request opportunities.

(3) **Annexation of Unincorporated Property**: The Village should consider strategic pursuit of annexations of unincorporated Palm Beach County adjacent to or forming enclaves within the Village. These areas are using the transportation system within the Village and annexations allows the Village to be better able to coordinate mobility projects and review the impacts from new development.

(4) **Service Charge Study:** Palm Springs should also consider undertaking a service charge study for administering and implementing its mobility fee, along with its other impact fees. Florida Statute limits administrative charges to the cost of administering and implementing mobility fees. The service charge study would provide a factual basis for assessment of a service charge to offset administrative cost. The service charge would also address future updates and application fees for special studies, request for credits or offsets, and special assessments.

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(5) **Administrative Manual:** Palm Springs should consider developing an administrative manual that establishes administrative procedures to administer and implement the mobility plan, mobility fees, and impact fees. The mobility fee and impact fee ordinances address big picture legal and statutory requirements. The Administrative Manual would govern day to day administration and provide the Village with continuity of service.

(6) **Traffic Count Program:** Palm Springs should consider collecting traffic counts on collectors, minor collectors and major local roads through-out the Village. Future County negotiations and the pursuit of funds and grants for safety and mobility will be further enhanced by having existing traffic count data.

(7) **Land Development Regulations:** The Village should evaluate its Land Development Regulations and establish criteria to address site access assessments from new development. The LDRs may also need to be amended depending on the extent of Comprehensive Plan Amendments. The Village should consider establishing street, multimodal, and transit quality of service (QOS) standards as performance measures and for development review. The Village should also consider implementing FDOT's Context Classification and expand on the initial application of FDOT's Context Classification that has already been undertaken as part of the mobility plan **(Figure 12)**.

Figure 12: FDOT's Context Classification



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CONCLUSION

The Village of Palm Springs Mobility Fee is based on the mobility projects identified in the Village of Palm Springs 2045 Mobility Plan. The Mobility Plan sets the framework for moving people, providing mobility choices, and meeting future travel demand throughout the Village. The future travel demand analysis provided in this Technical Report clearly demonstrates there is growth in travel demand projected within the Village. The planned mobility projects over the next 20 years will expand the Village's transportation system to meet projected travel demand.

The Mobility Fee is a streamlined, equitable way for all new development in the Village to mitigate its impact to the transportation system. The **Assessment Area** for the Mobility Fee will be uniform across the Village per type of land use. The Mobility Fee will replace County Road Impact Fee assessed on new development with the Village. The Mobility Fee would be the only transportation mitigation fee assessed on new development within the Village. After adoption of the Mobility Fee, the Village will make best efforts to negotiate an interlocal agreement with Palm Beach County to address transportation mitigation consistent with H.B. 479. Those negotiations will be based on the adopted Village Mobility Plan.

The Village will determine how Mobility Fee revenues are allocated and expended through its annual Capital Improvements Program. Mobility Fee revenues may be expended on projects identified in the 2045 Mobility Plan and the Village's Capital Improvements Program.

The Mobility Plan, based on growth in population and increases in person miles of travel, includes mobility projects that provide the person capacity **"needed"** to meet the travel demands of new development. The new growth evaluation demonstrates that new development is not being assessed more than its **"attributable and assignable"** share of the cost of the Mobility Plan.

The person travel demand for each use included in the Mobility Fee schedule meets the **"rough proportionality test"** established through case law. The establishment of a Mobility Fee Benefit District ensures that Mobility Fees will be expended to provide a mobility **"benefit"** to new development that pays a Mobility Fee. The Mobility Plan and the Mobility Fee meets the **"dual rational nexus test"** and is consistent with the requirements of Florida Statute Sections 163.3180, 163.31801 and Florida Statute Chapter 380.

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Maps

July 2025

Maps

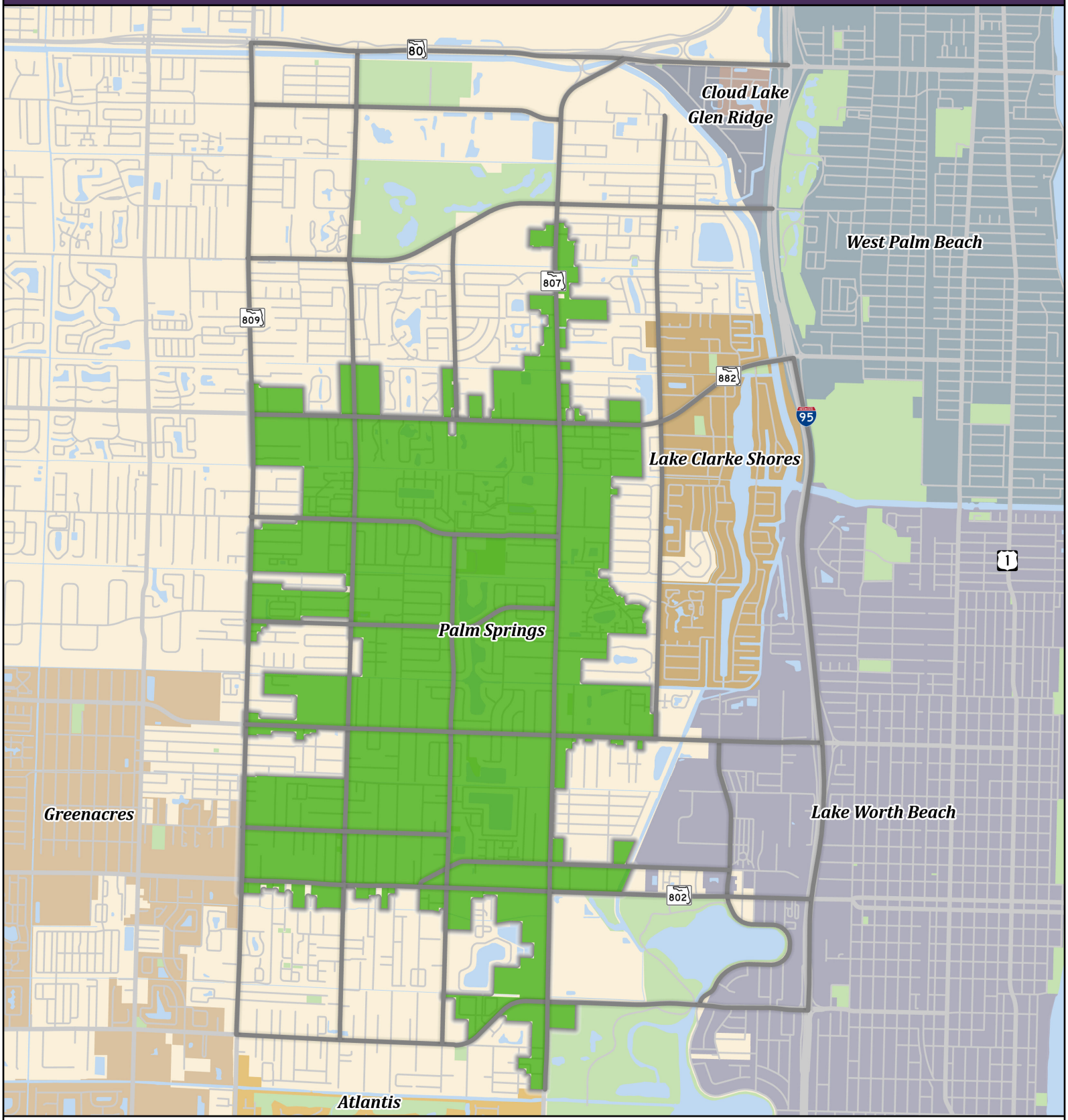
Map A. Mobility Fee Assessment Area
Map B. Mobility Fee Benefit District
Map C. Mobility Study Area
Map D. Roadways Plan
Map E. Multimodal Plan

MAP A

Mobility Fee Assessment Area

VILLAGE OF PALM SPRINGS MOBILITY FEE

Mobility Fee Assessment Area



Mobility Study Network
Assessment Area
Parks and Greenspace
Unincorporated Palm Beach County
Palm Springs City Limts

0 0.25 0.5 1 Miles

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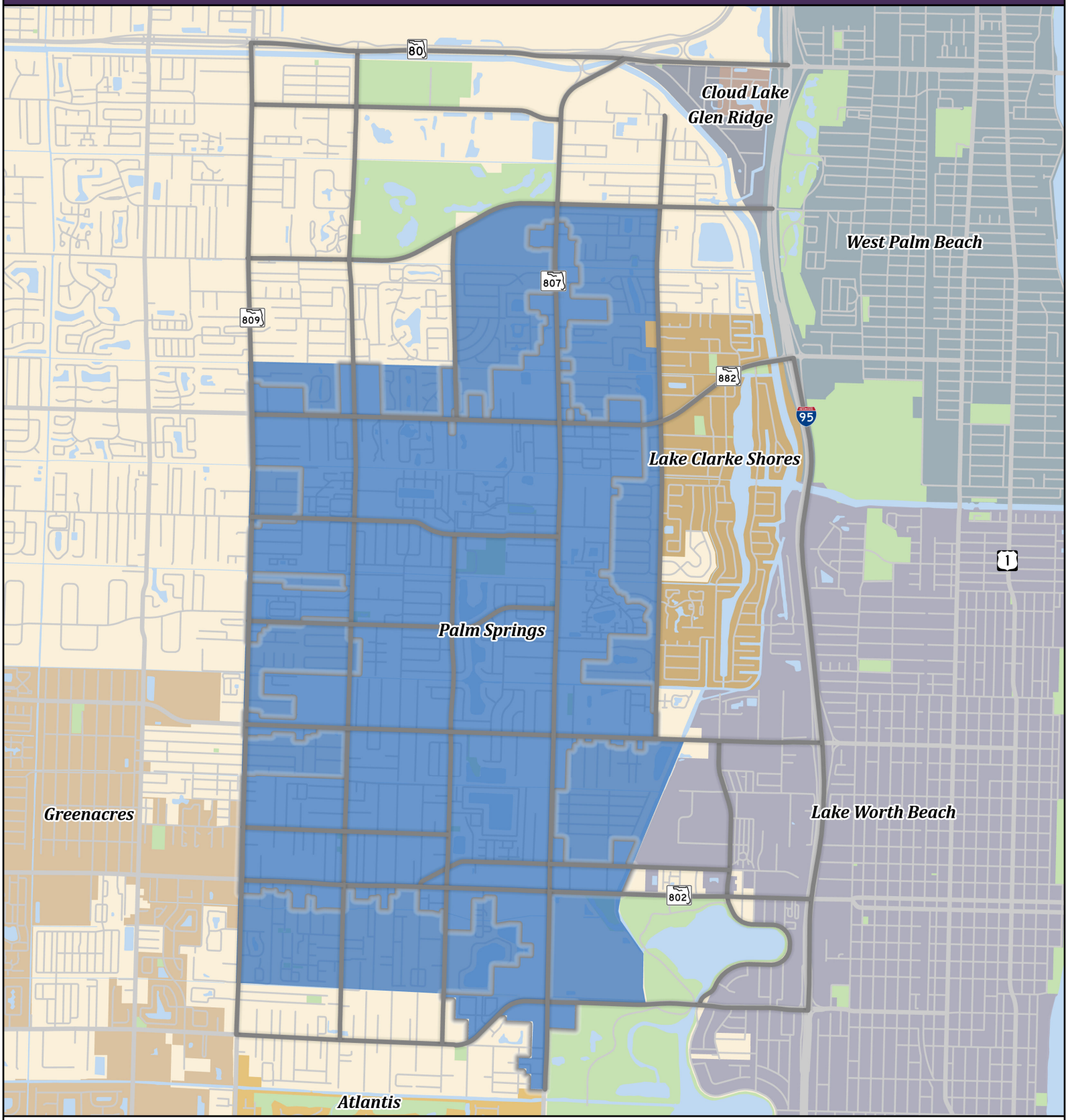
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MAP B

Mobility Fee Benefit District

VILLAGE OF PALM SPRINGS MOBILITY FEE

Mobility Fee Benefit District



Mobility Study Network
Benefit District
Parks and Greenspace
Unincorporated Palm Beach County
Palm Springs City Limts

0 0.25 0.5 1 Miles

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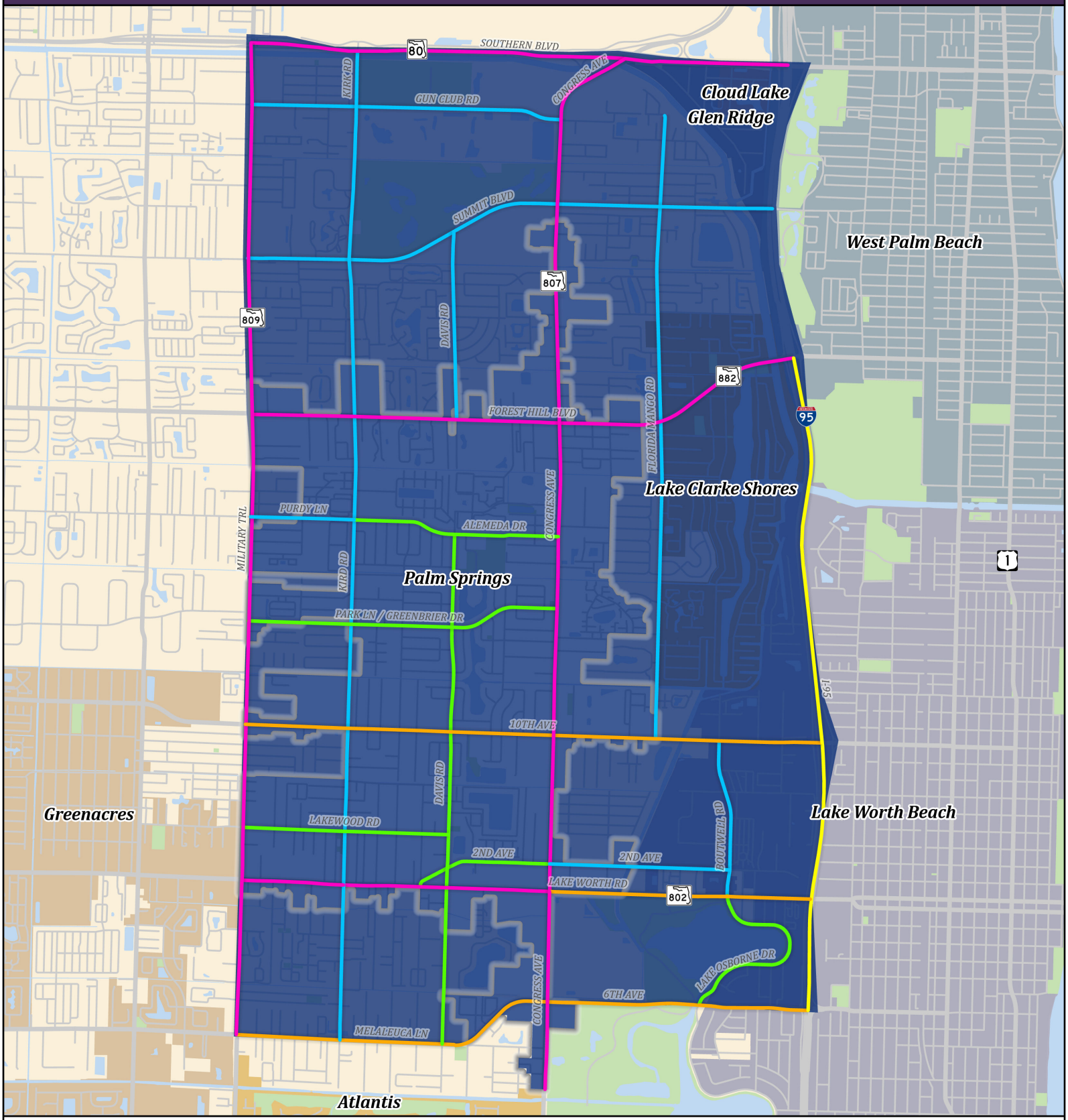
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MAP C

Mobility Study Area

VILLAGE OF PALM SPRINGS MOBILITY FEE

Mobility Study Area & Road Network



- Limited Access
- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Mobility Study Area (Including City Limits)
- Parks and Greenspace
- Unincorporated Palm Beach County
- Palm Springs City Limts

0 0.25 0.5 1 Miles

N

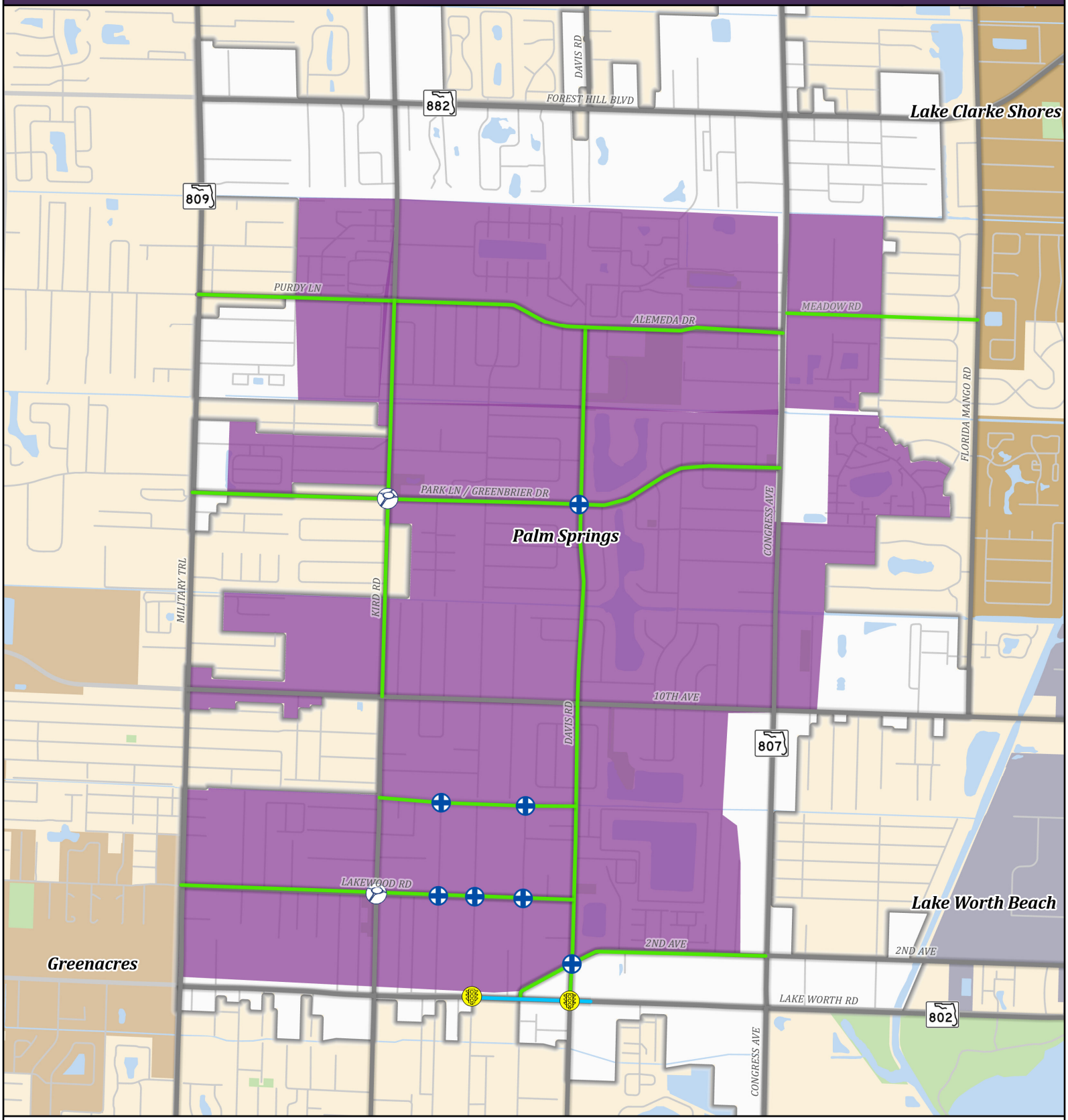
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MAP D

Roadways Plan

VILLAGE OF PALM SPRINGS MOBILITY FEE
Roadway Plan



- Roundabout
- Raised Intersection
- New Signal
- Complete Street Project
- Road Improvement
- Mobility Study Network
- Traffic Calming Area
- Parks and Greenspace
- Unincorporated Palm Beach County
- Palm Springs City Limts

0 0.13 0.25 0.5 Miles

N

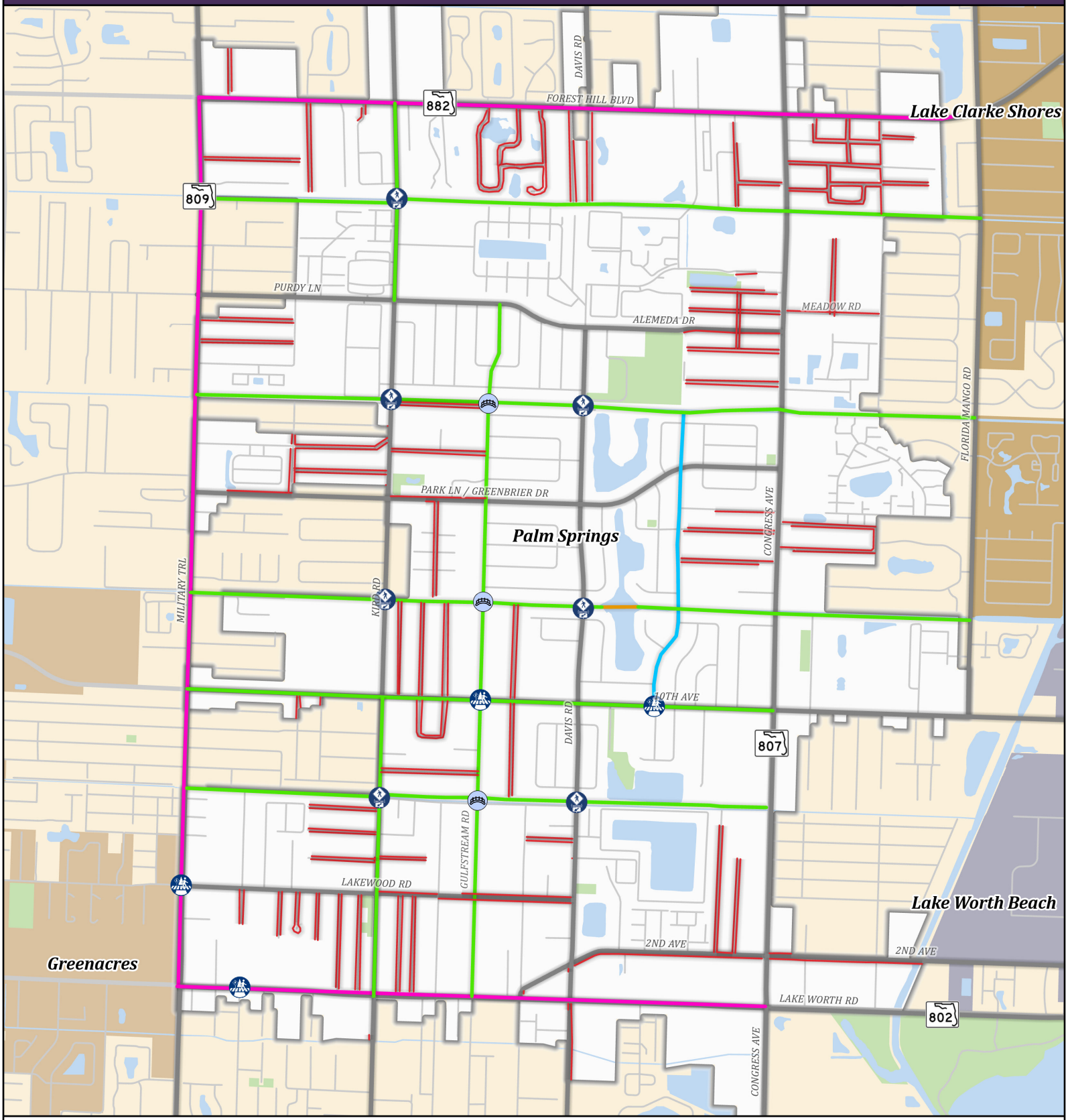
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MAP E

Multimodal Plan

VILLAGE OF PALM SPRINGS MOBILITY FEE
Multimodal Plan



- Rectangular Rapid Flashing Beacon (RRFB)
- Pedestrian Signal
- Pedestrian Bridge
- Bicycle Boulevard
- Boardwalks
- Lane Repurposing
- Multi-Use Trail
- Sidewalk Gaps
- Mobility Study Network
- Parks and Greenspace
- Unincorporated Palm Beach County
- Palm Springs City Limts

0 0.13 0.25 0.5 Miles

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Appendices

July 2025

Appendices

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APPENDIX A

Florida Commerce
Transportation Planning Guidance

Transportation Planning

Community Planning

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- Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
- ORC Reports and Notices of Intent
- Property Rights Element
- Evaluation and Appraisal Review of the Comprehensive Plan
- General Information About Developments of Regional Impact and Florida Quality Developments
- Developments of Regional Impact Repository
- List of Local Governments Qualifying as Dense Urban Land Areas
- Revitalization of Expired Homeowners Association Declarations and Covenants

Community Planning Staff Directory (Alphabetical)

- Community Planning Review Team Assignments

Community Services

Community Development Block Grants

Community Partnerships

Broadband

Rural Community Programs

Special Districts

Homeowner Assistance

Transportation Element

Section 163.3177(6)(b), Florida Statutes, establishes the requirements for transportation and mobility planning in local government comprehensive plans. Comprehensive plans must focus on providing a multimodal transportation system that emphasizes public transportation systems, where feasible, and encourages economic development through flexible transportation and mobility options for Florida communities. Links to transportation planning related issues and organizations are included below to help provide additional information on transportation mobility planning in Florida.

Multimodal Transportation

A multimodal transportation system recognizes the importance of providing mobility options through a variety of integrated travel modes, such as by bus or rail transit, bicycle, automobile, or foot. A well-designed multimodal transportation network minimizes impacts to the environment and enhances the livability of neighborhoods by increasing transportation options, expanding access, and increasing connectivity between destinations.

A well-designed and efficient transportation network can help create a sustainable development pattern that contributes to the community's prosperity, enhances transportation efficiency by minimizing vehicle trips and contributes to a healthier environment by reducing air pollution and greenhouse gas emissions.

The Transportation Element of a local government's comprehensive plan should contain policies that will create a well-connected multi-modal transportation network; support increased residential densities and commercial intensity; help walking become more practical for short trips; support bicycling for both short- and long-distance trips; improve transit to serve frequented destinations; conserve energy resources; reduce greenhouse gas emissions and air pollution; while maintaining vehicular access and circulation. Key multimodal transportation strategies can include the following:

- Create an interconnecting grid network of streets, connectors, arterials and sidewalks that provide a complete and accessible transportation network;
- Establish land use patterns that support a mixture of residential, commercial and retail uses, and dense populations and urban intensities, so that transit service may be provided more efficiently and economically;
- Increase the viability of pedestrian and bicycle travel;
- Integrate land use and transportation planning to create communities that provide transportation choice; and,
- Accommodate the flow of freight throughout the state so that the economy can continue to grow.

Other multimodal transportation planning efforts, such as transit-oriented developments, defined in section 163.3164(46), Florida Statutes, are being developed and planned by the Cities of Boca Raton, Clearwater, Gainesville, Jacksonville, Miami, Tampa and West Palm Beach, and in Broward, Miami-Dade, Palm Beach and Pinellas Counties and other locations. Below are a several examples of successful multimodal transportation planning efforts in Florida:

- **Alachua County, Department of Growth Management, Transportation Planning** - Alachua County's Mobility Plan includes transit-oriented development and multimodal transportation planning as one of several methods being implemented to provide mobility options.
- **City of Gainesville Comprehensive Planning** - The City of Gainesville comprehensive plan includes six mixed-use categories and eight Special Area Plans based on Traditional Neighborhood Development standards and an established Urban Infill and Redevelopment Area.

Complete Streets

Complete Streets is a transportation strategy to develop an integrated, connected networks of streets that are safe and accessible for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. According to Smart Growth America and the National Complete Streets Coalition, *Complete Streets* make active transportation such as walking and bicycling convenient, provide increased access to employment centers, commerce, and educational institutions, and allow greater choice in travel.

In Florida, complete streets are *context-sensitive*. For example, a street considered complete for use within a dense urban area would look and function very differently from one located in a rural area, and a complete suburban street would look and function differently from both the urban and rural complete streets. One way to think about what elements are necessary to create a complete street is to determine its context within the community and based upon that context, match the design and operation of that street with the direction and guidance provided in the local government's comprehensive plan.

As an example, some communities use an Urban-Rural Transect (or simply *Transect*) to assign portions of their community into approximately five or six "context zones" based on the degree of development intensity desired and geographic location, ranging from very low intensity rural context zones to more intense urban context zones. For each context zone, the community establishes a context in terms of appropriate public facility design, urban design, general spatial form, and appropriate street types.

This approach allows the local government to determine, in its comprehensive plan or other public planning document, which portions of the community fit within which context zone, and to provide guidance within the comprehensive plan as to what mobility functions (such as walking, biking, transit use) are most important in that context zone, and what design features and operational characteristics are appropriate for streets in that location.

Several examples of communities have initiated complete streets planning in Florida. Here are a few excellent examples:

- Model Design Manual for Living Streets - Los Angeles County, 2011
- Deerfield Beach Complete Street Guidelines
- Ft. Lauderdale Complete Streets

Transportation Concurrency

In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.

Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee based plan in its place (see below). Adoption of a mobility fee based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.

It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.

Mobility Fee Based Plans

If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.
- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Requirements for Transportation Concurrency

If a local government elects to use transportation concurrency, it must adhere to the following concurrency requirements in section 163.3180(5), Florida Statutes:

- Include principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of concurrency to transportation.
- Use professionally accepted studies to evaluate the appropriate levels of service.
- Adopt appropriate amendments to the capital improvements element of the comprehensive plan consistent with the requirements of section 163.3177(3), Florida Statutes.
- Allow for proportionate share contributions to mitigate transportation impacts for all developments, including developments of regional impact (DRIs), consistent with section 163.3180(5)(h), Florida Statutes.
- Consult with the Florida Department of Transportation when proposed amendments affect the Strategic Intermodal System.
- Exempt public transit facilities from concurrency.

In addition, local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency consistent with section 163.3180(5)(f), Florida Statutes, and to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts to transportation facilities.

Links

- Florida Department of Transportation - Florida Transportation Plan
- Model Regulations and Plan Amendments for Multimodal Transportation Districts
- Florida Metropolitan Planning Organizations
- Florida Department of Transportation - Forecasting and Trends Office
- Florida Scenic Highways
- Transportation Site Impact Handbook
- Florida Transit-Oriented Development
- A / Framework for Transit Oriented Development in Florida, published March 2011
- Florida Department of Transportation - Pedestrian and Bicycle Design
- Florida Department of Transportation, Public Transit Office
- Florida Safe Mobility for Life Coalition
- Florida Safe Mobility for Life Coalition's Aging in Place Checklist
- The Florida Greenbook
- Pasco County Mobility Fees

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All voice telephone numbers on this website may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.
Privacy Statement | Accessibility | Legal | Sitemap

https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning

APPENDIX B

Laws of Florida HB 479
(Chapter 2024 – 266)

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:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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.

CODING: Words stricken are deletions; words underlined are additions.

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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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.

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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:

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(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

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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

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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.

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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.

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APPENDIX C

Impact Fee Act
(Florida Statute Section 163.31801)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

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

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(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.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(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 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.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(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.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government’s failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-2

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APPENDIX D

Traffic Characteristics Data

APPENDIX D: VILLAGE OF PALM SPRINGS TRAFFIC CHARACTERISTICS DATA (MOBILITY STUDY AREA)

Limits, Classification, Ownership						Roadway Characteristics								Vehicles Miles of Travel & Capacity					
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	FDOT Context Classification	Travel Lanes	Speed Limit	Length (mi)	LOS Standard	AADT	Year of Count	Daily Capacity	Growth Factors (From Model)	2025 DAILY TRAFFIC	2025 VMT	2025 VMC	2045 DAILY TRAFFIC	2045 VMT	2045 VMC
2ND AVE	COCONUT RD S	SR-807/CONGRESS AVE	Urban Minor Collector	Village of Palm Springs	C4	2	35	0.67	D	5,600	2023	15,840	0.90%	5,700	3,750	10,610	6,820	4,570	10,610
2ND AVE	SR-807/CONGRESS AVE	BOUTWELL RD	Urban Major Collector	Village of Palm Springs	C4	2	35	0.88	D	7,700	2023	15,840	0.90%	7,840	6,780	13,940	9,380	8,250	13,940
6TH AVE	SR-807/CONGRESS AVE	LAKE OSBORNE DR	Urban Minor Arterial	Palm Beach County	C3R	4	45	0.75	D	34,000	2023	35,249	0.90%	34,610	25,500	26,440	41,400	31,050	26,440
6TH AVE	LAKE OSBORNE DR	I-95	Urban Minor Arterial	Palm Beach County	C3R	4	45	0.53	D	12,000	2023	35,249	0.90%	12,220	6,360	18,680	14,620	7,750	18,680
10TH AVE	SR-809/MILITARY TRL	KIRK RD	Urban Minor Arterial	Palm Beach County	C3R	5	40	0.5	D	32,000	2023	33,570	0.90%	32,580	16,000	16,790	38,970	19,490	16,790
10TH AVE	KIRD RD	FLORIDA MANGO RD	Urban Minor Arterial	Palm Beach County	C4	5	40	1.49	D	31,000	2023	32,490	0.90%	31,560	46,190	48,410	37,750	56,250	48,410
10TH AVE	FLORIDA MANGO RD	I-95	Urban Minor Arterial	Palm Beach County	C4	5	40	0.77	D	44,000	2023	34,115	0.90%	44,800	33,880	26,270	53,590	41,260	26,270
PURDY LN	SR-809/MILITARY TRL	KIRK RD	Urban Major Collector	Palm Beach County	C4	2	35	0.54	D	10,200	2023	15,840	0.90%	10,380	5,510	8,550	12,420	6,710	8,550
ALEMEDA DR	KIRK RD	SR-807/CONGRESS AVE	Urban Minor Collector	Village of Palm Springs	C3R	2	25	1.01	D	5,400	2023	20,160	0.90%	5,500	5,450	20,360	6,580	6,650	20,360
BOUTWELL RD	SR-802/LAKE WORTH RD	10TH AVE N	Urban Major Collector	Lake Worth Beach	C4	2	35	0.77	D	10,400	2023	15,840	0.90%	10,590	8,010	12,200	12,670	9,760	12,200
CONGRESS AVE	CITY LIMITS	PRINCE DR	Urban Principal Arterial	Palm Beach County	C4	6	45	0.07	D	44,500	2023	56,800	0.90%	45,300	3,120	3,980	54,190	3,790	3,980
CONGRESS AVE	PRINCE DR	MELALEUCA LN	Urban Principal Arterial	Palm Beach County	C4	6	45	0.36	D	42,000	2023	53,676	0.90%	42,760	15,120	19,320	51,150	18,410	19,320
CONGRESS AVE	MELALEUCA LN	SR-802/LAKE WORTH RD	Urban Principal Arterial	Palm Beach County	C4	6	45	0.53	D	45,000	2023	53,676	0.90%	45,810	23,850	28,450	54,800	29,040	28,450
CONGRESS AVE	SR-802/LAKE WORTH RD	REX AVE	Urban Principal Arterial	FDOT	C4	6	40	1.07	D	46,000	2023	56,800	0.90%	46,830	49,220	60,780	56,020	59,940	60,780
CONGRESS AVE	REX AVE	SR-882/FOREST HILL BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.23	D	41,000	2023	56,800	0.90%	41,740	50,430	69,860	49,930	61,410	69,860
CONGRESS AVE	SR-882/FOREST HILL BLVD	SUMMIT BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.06	D	31,500	2023	56,800	0.90%	32,070	33,390	60,210	38,360	40,660	60,210
CONGRESS AVE	SUMMIT BLVD	GUN CLUB RD	Urban Principal Arterial	FDOT	C4	6	40	0.42	D	35,500	2023	56,800	0.90%	36,140	14,910	23,860	43,230	18,160	23,860
CONGRESS AVE	GUN CLUB RD	SR-80/SOUTHERN BLVD	Urban Principal Arterial	FDOT	C4	6	45	0.59	D	35,500	2023	59,640	0.90%	36,140	20,950	35,190	43,230	25,510	35,190
DAVIS RD	MELALEUCA LN	ALEMEDA DR	Urban Minor Collector	Village of Palm Springs	C3R	2	30	2.5	D	4,900	2023	20,160	0.90%	4,990	12,250	50,400	5,970	14,930	50,400
DAVIS RD	SR-882/FOREST HILL BLVD	SUMMIT BLVD	Urban Major Collector	Palm Beach County	C4	2	30	0.92	D	3,700	2023	15,840	0.90%	3,770	3,400	14,570	4,510	4,150	14,570
FLORIDA MANGO RD	10 AVE N	SR-882/FOREST HILL BLVD	Urban Major Collector	Palm Beach County	C4	2	35	1.51	D	5,700	2023	15,840	0.90%	5,800	8,610	23,920	6,940	10,480	23,920
FLORIDA MANGO RD	SR-882/FOREST HILL BLVD	HOMEWOOD RD	Urban Major Collector	Palm Beach County	C4	2	35	1.55	D	6,200	2023	15,840	0.90%	6,310	9,610	24,550	7,550	11,700	24,550
FOREST HILL BLVD	SR-809/MILITARY TRL	SR-807/CONGRESS AVE	Urban Principal Arterial	FDOT	C3R	6	45	1.54	D	46,000	2023	55,100	0.90%	46,830	70,840	84,850	56,020	86,270	84,850
FOREST HILL BLVD	SR-807/CONGRESS AVE	I-95	Urban Principal Arterial	FDOT	C4	6	35	1.2	D	48,000	2023	56,800	0.90%	48,870	57,600	68,160	58,460	70,150	68,160
GUN CLUB RD	SR-809/MILITARY TRL	KIRK RD	Urban Major Collector	Palm Beach County	C4	5	35	0.51	D	12,700	2023	34,115	0.90%	12,930	6,480	17,400	15,470	7,890	17,400
GUN CLUB RD	KIRK RD	SR-807/CONGRESS AVE	Urban Major Collector	Palm Beach County	C3C	5	40	1.01	D	18,100	2023	32,940	0.90%	18,430	18,280	33,270	22,050	22,270	33,270
I-95	6TH AVE	10TH AVE	Limited Access	Limited Access	Urbanized	10	65	1.32	D	251,000	2023	202,400	0.90%	255,540	331,320	267,170	305,690	403,510	267,170
I-95	10TH AVE	SR-882/FOREST HILL BLVD	Limited Access	Limited Access	Urbanized	10	65	1.91	D	251,000	2023	202,400	0.90%	255,540	479,410	386,580	305,690	583,870	386,580
KIRD RD	MELALEUCA LN	SR-802/LAKEWORTH RD	Urban Major Collector	Palm Beach County	C3R	2	35	0.76	D	8,100	2023	20,160	0.90%	8,250	6,160	15,320	9,870	7,500	15,320
KIRD RD	SR-802/LAKE WORTH RD	10TH AVE	Urban Major Collector	Palm Beach County	C4	2	35	0.76	D	8,700	2023	15,840	0.90%	8,860	6,610	12,040	10,600	8,060	12,040
KIRD RD	10 AVE N	ALEMEDA DR	Urban Major Collector	Palm Beach County	C3R	2	35	1.03	D	12,300	2023	20,160	0.90%	12,520	12,670	20,760	14,980	15,430	20,760
KIRD RD	ALEMEDA DR	SR-882/FOREST HILL BLVD	Urban Major Collector	Palm Beach County	C3R	5	35	0.51	D	18,300	2023	20,160	0.90%	18,630	9,330	10,280	22,290	11,370	10,280
KIRD RD	SR-882/FOREST HILL BLVD	SUMMIT BLVD	Urban Major Collector	Palm Beach County	C3R	2	35	0.77	D	10,500	2023	20,160	0.90%	10,690	8,090	15,520	12,790	9,850	15,520
KIRD RD	SUMMIT BLVD	GUN CLUB RD	Urban Major Collector	Palm Beach County	C3R	2	35	0.75	D	16,600	2023	20,160	0.90%	16,900	12,450	15,120	20,220	15,170	15,120
KIRK RD	GUN CLUB RD	SR-80/SOUTHERN BLVD	Urban Major Collector	Palm Beach County	C3R	5	35	0.27	D	14,500	2023	20,160	0.90%	14,760	3,920	5,440	17,660	4,770	5,440
LAKE OSBORNE DR	6TH AVE	SR-802/LAKE WORTH RD	Urban Minor Collector	Palm Beach County	C4	2	30	1.07	D	7,700	2023	15,840	0.90%	7,840	8,240	16,950	9,380	10,040	16,950
LAKE WORTH RD	SR-809/MILITARY TRL	KIRK RD	Urban Principal Arterial	FDOT	C4	6	40	0.5	D	42,000	2023	56,800	0.90%	42,760	21,000	28,400	51,150	25,580	28,400
LAKE WORTH RD	KIRK RD	SR-807/CONGRESS AVE	Urban Principal Arterial	FDOT	C4	6	40	1.01	D	44,500	2023	56,800	0.90%	45,300	44,950	57,370	54,190	54,730	57,370
LAKE WORTH RD	SR-807/CONGRESS AVE	I-95	Urban Minor Arterial	FDOT	C4	4	40	1.28	D	32,000	2023	37,905	0.90%	32,580	40,960	48,520	38,970	49,880	48,520
LAKEWOOD RD	SR-809/MILITARY TRL	DAVIS RD	Urban Minor Collector	Village of Palm Springs	C4	2	30	1.01	D	4,100	2023	51,120	0.90%	4,170	4,140	51,630	4,990	5,040	51,630
MELALEUCA LN	SR-809/MILITARY TRL	DAVIS RD	Urban Minor Arterial	Palm Beach County	C3R	5	45	1.01	D	27,500	2023	33,570	0.90%	28,000	27,780	33,910	33,500	33,840	33,910
MELALEUCA LN	DAVIS RD	SR-807/CONGRESS AVE	Urban Minor Arterial	Palm Beach County	C3R	6	45	0.59	D	30,000	2023	52,070	0.90%	30,540	17,700	30,720	36,530	21,550	30,720
MILITARY TRL	MELALEUCA LN	SR-802/LAKE WORTH RD	Urban Principal Arterial	Palm Beach County	C4	6	45	0.78	D	38,000	2023	32,490	0.90%	38,690	29,640	25,340	46,280	36,100	25,340
MILITARY TRL	SR-802/LAKE WORTH RD	10TH AVE	Urban Principal Arterial	FDOT	C4	6	40	0.76	D	40,000	2023	36,100	0.90%	40,720	30,400	27,440	48,710	37,020	27,440
MILITARY TRL	10TH AVE	SR-882/FOREST HILL BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.52	D	42,500	2023	36,100	0.90%	43,270	64,600	54,870	51,760	78,680	54,870
MILITARY TRL	SR-882/FOREST HILL	SR-80/SOUTHERN BLVD	Urban Principal Arterial	FDOT	C4	6	40	1.8	D	46,000	2023	37,905	0.90%	46,830	82,800	68,230	56,020	100,840	68,230
PARK LN / GREENBRIER DR	SR-809/MILITARY TRL	CONGRESS AVE	Urban Minor Collector	Village of Palm Springs	C3R	2	30	1.54	D	5,700	2023	20,160	0.90%	5,800	8,780	31,050	6,940	10,690	31,050
SOUTHERN BLVD	SR-809/MILITARY TRL	KIRK RD	Urban Principal Arterial	FDOT	C3R	6	40	0.49	D	72,000	2023	39,165	0.90%	73,300	35,280	19,190	87,690	42,970	19,190
SOUTHERN BLVD	KIRK RD	GEM LAKE DR	Urban Principal Arterial	FDOT	SDC3C	8	50	1.77	D	78,500	2023	67,410	0.90%	79,920	138,950	119,320	95,600	169,210	119,320
SOUTHERN BLVD	GEM LAKE DR	I-95	Urban Principal Arterial	FDOT	C3C	8	45	0.35	D	76,500	2023	67,410	0.90%	77,880	26,780	23,590	93,160	32,610	23,590
SUMMIT BLVD	SR-809/MILITARY TRL	KIRK RD	Urban Major Collector	Palm Beach County	C3R	5	45	0.5	D	21,500	2023	35,249	0.90%	21,890	10,750	17,620	26,190	13,100	17,620
SUMMIT BLVD	KIRK RD	DAVIS RD	Urban Major Collector	Palm Beach County	C3C	5	45	0.55	D	19,500	2023	32,940	0.90%	19,850	10,730	18,120	23,750	13,060	18,120
SUMMIT BLVD	DAVIS RD	SR-807/CONGRESS AVE	Urban Major Collector	Palm Beach County	C3C	5	45	0.54	D	18,900	2023	32,940	0.90%	19,240	10,210	17,790	23,020	12,430	17,790
SUMMIT BLVD	SR-807/CONGRESS AVE	FLORIDA MANGO RD	Urban Major Collector	Palm Beach County	C4	5	40	0.51	D	12,200	2023	32,490	0.90%	12,420	6,220	16,570	14,860	7,580	16,570
SUMMIT BLVD	FLORIDA MANGO RD	I-95	Urban Major Collector	Palm Beach County	C4	5	40	0.55	D	12,900	2023	32,490	0.90%	13,130	7,100	17,870	15,710	8,640	17,870

Source: Traffic data provided by Florida Department of Transportation. LOS Standards based on Village of Palm Springs, Lake Worth Beach, and Palm Beach County adopted Comprehensive Plans. Daily Capacity based on FDOT Generalized Service Tables . Growth factors based on FDOT District 4 Southeast Florida Regional Planning Model. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.

APPENDIX E

2022 National Household Travel Survey Data

APPENDIX E: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS)									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
SOCIAL / VACATION	209,800,739	1.32	1,033,841,034	1.20	4.93	159,336,722	862,405,831	5.41	1.52
SCHOOL	658,554,219	1.81	2,649,750,312	1.63	4.02	364,002,693	1,625,257,763	4.46	2.00
FAMILY CARE	2,740,356	1.90	2,920,889	1.67	1.07	1,445,879	1,745,896	1.21	2.00
MEDICAL / DENTAL	152,290,768	1.46	662,636,101	1.56	4.35	104,166,442	424,864,716	4.08	1.50
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS	1,390,485,743	1.60	3,507,160,102	1.30	2.52	868,404,607	2,704,766,279	3.11	1.34
EXERCISE	805,437,552	4.70	1,936,604,261	3.06	2.40	171,343,231	633,223,364	3.70	1.21
RECREATION / ENTERTAINMENT	308,243,856	3.11	1,289,631,495	2.63	4.18	98,995,142	491,099,949	4.96	2.13
TOTAL	10,663,440,566	1.74	37,120,031,823	1.54	3.48	6,124,680,087	24,157,034,960	3.94	2.13

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX F

Planning Level Cost (PLC) & Person Miles of Capacity (PMC)

APPENDX F: PLANNING LEVEL COST (PLC)		
PLC Note	**Project Type**	**Planning Level Cost (PLC) per miles**
5	10th Avenue Multi-Use Path	$5,731,075
10	2nd Avenue North Complete Street	$7,569,005
15	Complete Street (Purdy Road, Dolan Road, Alameada Drive)	$12,173,883
20	David Road Complete Street	$7,982,130
25	Forest Hill Lane Repurposing	$10,326,935
30	Greenbiar Drive / Park Lane Complete Street	$7,069,427
35	Kirk Road Complete Street	$5,889,629
40	Kirk Road & Lakewood Road Roundabout	$364,007
45	Kirk Road & Park Lane Roundabout	$384,649
50	Lake Worth Road (SR 802) & Davis Rd Intersection Improvements	$2,459,009
55	Lake Worth Road (SR 802) & Military Trail Lane Repurposing	$5,577,098
60	Lakewood Road Complete Street	$7,231,538
65	Meadow Road Complete Street	$8,098,547
70	Multi-Use Trail 12' Wide	$1,284,263
75	Multi-Use Trail 12' Wide (In Canal ROW)	$1,484,263
80	Pedestrian Bridge Connection	$1,290,000
85	Raised Intersection	$296,511
90	Rectangular Rapid Flashing beacon	$73,500
95	Sidewalk	$444,705
100	Traffic Calming	$2,940,000

PMC Note	Project Type	Person Miles of Capacity (PMC)
105	Complete Street with Paths	24,600
110	Major Intersection	4,000
115	Multi-Use Trail 12' Wide	7,200
120	Multi-Use Trail 12' Wide (In Canal ROW)	6,000
125	Cycle Track	4,800
130	Pedestrian Bridge	2,400
135	Raised Intersection	500
140	RRFB	500
155	Sidewalk	1,200
160	Single Lane Roundabout	4,000
165	Traffic Calming	900
170	Widen from Two (2) Lane Undivided to Two (2) Lane Divided Roadway	24,800

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
(Core Urbanized)				
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760
(Urbanized)				
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610
(Transitioning)				
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800
(Rural)				
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

Peak Hour Two-Way

	B	C	D	E
(Core Urbanized)				
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200
(Urbanized)				
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290
(Transitioning)				
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820
(Rural)				
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

AADT

	B	C	D	E
(Core Urbanized)				
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900
(Urbanized)				
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300
(Transitioning)				
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800
(Rural)				
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

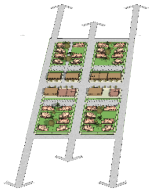
Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

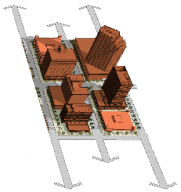


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

APPENDIX G

Roadway Plan

APPENDIX G: VILLAGE OF PALM SPRINGS 2045 MOBILITY PLAN: ROADWAY PLAN

Project ID	Street	From	To	Length (Miles) or Number	Project Type	Maintenance Entity	Project Description	Timeframe	Planning Level Cost (PLC)	Person Miles of Capacity (PMC)	PLC Note	PMC Note	Reasonably Anticipated Funding	Funding Source
5	2nd Ave and Davis Rd, Lakewood Rd and Corrigan Ct, Lakewood Rd and Gulfstream Rd, Lakewood Rd and Coconut Rd, Canal Rd and Coconut Rd, Canal Rd and Corrigan Ct, Greenbrier Dr and Davis Rd.	2nd Ave	Davis Rd	7	Raised Intersection	VoPS	The project involves the development of a raised intersection including improvements such as drainage solutions, utility adjustments, enhanced lighting, a sidewalk connection, an ADA-compliant curb ramp, and a designated crosswalk, all featuring decorative pavers for aesthetic appeal.	Short to Long-Term (Up to 20 Years)	$2,075,579	4,200	85	135	$0	Mobility Fees & Other Funding Sources
10	Kirk Rd and Park Ln Roundabout	Kirk Rd	Park Ln	1	Roundabout	PBC	The existing planned project involves replacing the existing traffic signal with a single-lane roundabout, which will include necessary utility adjustments, paving and grading, and drainage upgrades. Additionally, the plan makes improvements to lighting, landscaping, and irrigation, as well as enhancements to connect the roundabout to the existing sidewalk network.	Mid-Term (3-5 Years)	$384,649	4,000	45	160	$0	Mobility Fees & Other Funding Sources
15	Kirk Rd and Lakewood Rd Roundabout	Kirk Rd	Lakewood Rd	1	Roundabout	PBC	The project involves replacing the existing traffic signal with a single-lane roundabout, which will include necessary utility adjustments, paving and grading, and drainage upgrades. Additionally, the plan makes improvements to lighting, landscaping, and irrigation, as well as enhancements to connect the roundabout to the existing sidewalk network.	Mid-Term (3-5 Years)	$364,007	4,000	40	160	$0	Mobility Fees & Other Funding Sources
20	Lake Worth Rd Improvements from Gulfstream to the Lake Worth Swapshop Drive In	Gulfstream Rd	Lake Worth Rd	0.31	Intersection Improvement	FDOT	Intersection improvements at Lake Worth Road and Davis Road with a new traffic signal. Add left turn and right turn lane along Davis Road South of Lake Worth Road as a main entrance to the potential redevelopment project at the old Lake Worth Swap Shop and Drive In. Remove the existing mid-block crossing east of Davis Road and create an extended left turn lane to accommodate future traffic. Milling and Resurfacing roadway.	Mid to Long-Term (10+Years)	$2,459,009	4,000	50	110	$2,213,108	90% FDOT Funding, Mobility Fees & Other Funding Sources
25	2nd Ave N Complete Street	S Congress Ave	Lake Worth Rd	0.66	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, connecting the existing 10-foot multi-use path, landscaping, shade trees, irrigation and incorporating drainage improvements and utilities adjustments	Mid-Term (3-5 Years)	$4,995,543	9,768	10	170	$0	Mobility Fees & Other Funding Sources
30	Davis Rd Complete Street	2nd Ave.	Alameda Dr.	1.73	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, designated as a 2 way cycle track on one side, landscaping, shade trees, irrigation and incorporating drainage improvements with minor utilities adjustments.	Mid to Long-Term (10+Years)	$13,809,085	44,288	20	105	$0	Mobility Fees & Other Funding Sources
35	Kirk Rd Complete Street	10th Ave	Purdy Ln	1.02	Complete Streets Project	PBC	Converting existing roadway from 2U to 2LD. Minor drainage adjustments, paving and signing and pavement markings. Install a 12' two-way cycle track along one side of Kirk road to provide bicycle access.	Mid-Term (3-5 Years)	$5,915,315	22,440	35	170	$0	Mobility Fees & Other Funding Sources
40	Greenbrier Dr/Park Lane	S Congress Ave	Military Trail	1.52	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, designated as a 2 way cycle track on one side, landscaping, shade trees, irrigation and incorporating drainage improvements and utilities adjustments	Mid-Term (3-5 Years)	$10,745,528	38,912	30	105	$0	Mobility Fees & Other Funding Sources
45	Purdy Road, Dolan Rd and Alameda Dr Complete Streets	S Congress Ave	Military Trail	1.53	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, designated as a 2 way cycle track on one side, landscaped median, raised intersection, midblock crossings , shade trees, irrigation and incorporating drainage improvements and utilities adjustments	Mid to Long-Term (10+Years)	$18,626,041	39,168	15	105	$0	Mobility Fees & Other Funding Sources
50	Meadow Rd Complete Street	Meadow Rd	Forest Hill Blvd	0.77	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, two 10' multiuse paths incorporating drainage improvements and utilities adjustments	Mid to Long-Term (10+Years)	$6,235,881	19,712	65	105	$0	Mobility Fees & Other Funding Sources
55	Lakewood Road Complete Street	Davis Road	Military Trail	1.01	Complete Streets Project	VoPS	Two lane roadway with curb and gutter, decorative pedestrian level lighting, two 10' multiuse paths incorporating drainage improvements and utilities adjustments	Mid-Term (3-5 Years)	$7,303,853	25,856	60	105	$0	Mobility Fees & Other Funding Sources

Note: The numbers under the PLC and PMC Notes heading correspond to the Planning Level Cost (PLC) and Person Mile of Capacity (PMC under Appendix F)

APPENDIX H

Multimodal Plan

APPENDIX H: VILLAGE OF PALM SPRINGS 2045 MOBILITY PLAN: MULTIMODAL PLAN														
Project ID	**Street**	**From**	**To**	**Length (Miles) or Number**	**Project Type**	**Maintenance Entity**	**Project Description**	**Timeframe**	**Planning Level Cost (PLC)**	**Person Miles of Capacity (PMC)**	**PLC Note**	**PMC Note**	**Reasonably Anticipated Funding**	**Funding Source**
60	Pedestrian Bridge Connection along Gulfstream Rd. over the L-9, L-10 and L11 Canal	NA	NA	3	Pedestrian Bridge	VoPS	Construction a 12' multi-use bridge over the canal.	Mid to Long-Term (10+Years)	$3,870,000	7,200	80	130	$0	Mobility Fees & Other Funding Sources
65	Crosswalk RRFB Various Locations (Kirk Rd L-8 Canal, Kirk Rd L-9 Canal, Davis Rd L-9 Canal, Kirk Rd L-10 Canal, Davis Rd L-10 Canal, Kirk Rd L-11 Canal, Davis Rd L-11 Canal)	NA	NA	7	Rectangular Rapid Flashing Beacon	VoPS/PBC	Install a solar powered RRFB in various locations at designated and proposed pedestrian crossings.	Short-Term (1-3 Years)	$514,500	4,200	90	140	$0	Mobility Fees & Other Funding Sources
70	Kirk Road Multi-use Path	Lake Worth Rd	10th Ave	0.76	Multi-Use Trail	PBC	Install a 12' two-way cycle track along one side of Kirk road to provide bicycle access.	Mid-Term (3-5 Years)	$1,476,040	5,472	70	115	$0	Mobility Fees & Other Funding Sources
75	Kirk Road Multi-use Path	Purdy Ln	Forest Hill Blvd	0.51	Multi-Use Trail	PBC	Install a 12' two-way cycle track along one side of Kirk road to provide bicycle access.	Mid-Term (3-5 Years)	$1,154,974	3,672	70	15	$0	Mobility Fees & Other Funding Sources
80	Canal L-8 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	1.99	Multi Use Trail	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$2,953,684	14,328	75	115	$0	Mobility Fees & Other Funding Sources
85	Canal L-9 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	1.89	Multi Use Trail	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$2,805,258	13,608	75	115	$0	Mobility Fees & Other Funding Sources
90	Canal L-10 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	1.42	Multi Use Trail and Boardwalk	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$4,169,071	10,224	75	115	$0	Mobility Fees & Other Funding Sources
95	Canal L-11 Multi-use Path	Lake Worth Rd	Forest Hill Blvd	2.03	Multi Use Trail	VoPS/LWDD	Provide a 12' multi use path along the canal right of way	Mid to Long-Term (10+Years)	$3,013,055	14,616	75	115	$0	Mobility Fees & Other Funding Sources
100	Gulfstream Rd Multi-use Path	Lake Worth Rd	Alameda Dr	1.77	Multi Use Trail	VoPS	Provide a 12' multi use path along the roadway	Mid to Long-Term (10+Years)	$2,273,146	12,744	70	115	$0	Mobility Fees & Other Funding Sources
105	Sidewalk Gap Various Locations	Village Wide	Village Wide	27.03	Sidewalk	VoPS	Install 5' or 6' sidewalk to connect pedestrian access	Short to Long-Term (Up to 20 Years)	$12,018,292	32,430	95	155	$0	Mobility Fees & Other Funding Sources
110	Traffic Calming Village wide	Village Wide	Village Wide	Various Locations	Traffic Calming	VoPS	Install traffic calming	Short to Long-Term (Up to 20 Years)	$2,940,000	5,880	100	NA	$0	Mobility Fees & Other Funding Sources
115	Lake Worth Ave. Lane Repurposing	S. Congress Ave.	Military Trail	1.51	Lane Repurposing	FDOT	Lane repurposing project to reduce concrete median create a one-way cycle track for multimodal access. Minor drainage adjustments, paving and signing and pavement markings.	Mid to Long-Term (10+Years)	$8,421,417	9,060	55	120	$7,579,276	90% FDOT Funding, Mobility Fees & Other Funding Sources
120	10th Ave. Multi-use Path	S. Congress Ave.	Military Trail	1.51	Multi-Use Trail	PBC	Remove existing grass parkway and widen existing sidewalk to be an 8' to 12' multi-use trail	Mid-Term (3-5 Years)	$8,653,923	9,060	5	120	$0	Mobility Fees & Other Funding Sources
125	Military Trail Lane Repurposing	Lake Worth Rd	Forest Hill Blvd	2.28	Lane Repurposing	FDOT	Lane repurposing project to remove existing on street bike lane to create a one-way cycle track for multimodal access. Minor drainage adjustments, paving and signing and pavement markings.	Mid to Long-Term (10+Years)	$12,715,783	21,888	55	125	$11,444,204	90% FDOT Funding, Mobility Fees & Other Funding Sources
130	Forest Hill Lane Repurposing	Florida Mango	Military Trail	2.01	Lane Repurposing	FDOT	Lane repurposing project to remove existing grass swale and reduce concrete median create a one-way cycle track for multimodal access. Minor drainage adjustments, paving and signing and pavement markings.	Mid to Long-Term (10+Years)	$20,757,139	19,296	25	125	$18,681,425	90% FDOT Funding, Mobility Fees & Other Funding Sources

Note: The numbers under the PLC and PMC Notes heading correspond to the Planning Level Cost (PLC) and Person Mile of Capacity (PMC under Appendix F)

APPENDIX I

Mobility Programs

APPENDIX I: VILLAGE OF PALM SPRINGS 2045 MOBILITY PLAN: MOBILITY PROGRAMS									
Project ID	**Project Name**	**Project Type**	**Maintenance Entity**	**Project Description**	**Timeframe**	**Planning Level Cost (PLC)**	**Person Miles of Capacity (PMC)**	**Reasonably Anticipated Funding**	**Funding Source**
135	Complete Streets Policy	Citywide	VoPS	The Complete Streets Policy will ensure that all future street designs accommodate all users, including pedestrians, cyclists, and transit riders. The policy will integrate multimodal transportation strategies that promote safety and accessibility while enhancing the public realm. It will guide the city's infrastructure development, promoting sustainable and inclusive mobility options citywide.	Short-Term (1-3 Years)	$10,000	20	$0	Mobility Fees & Other Funding Sources
140	ADA Transition Plan	Citywide	VoPS	This plan will focus on upgrading city parks, public buildings, facilities, and public rights-of-way to meet ADA standards. It will include improvements such as curb ramps, accessible paths, and building modifications to ensure equal access for all individuals, including those with disabilities. The plan will prioritize areas with the most urgent accessibility needs and align with federal and state ADA compliance requirements.	Short-Term (1-3 Years)	$200,000	400	$0	Mobility Fees & Other Funding Sources
145	Safe Routes to School and Park Program	Citywide	VoPS	This program aims to improve pedestrian safety by addressing sidewalk gaps and ensuring safe walking and biking routes to schools, parks, and transit stops. It will include the installation of Rectangular Rapid Flashing Beacons (RRFBs) and other crossing improvements to enhance visibility and safety. The program will encourage walking and cycling as safe, viable alternatives to driving for school children and park-goers.	Mid-Term (3-5 Years)	$5,940,000	11,880	$0	Mobility Fees & Other Funding Sources
150	Microtransit Community Shuttle Ordinance	Citywide	VoPS	This ordinance will create a policy framework for managing microtransit and community shuttle services. It will align with the CRA plan and support transportation demand management by connecting future Transit-Oriented Developments (TODs) to key destinations. The ordinance will outline regulations for on-demand shuttle services, ensuring they provide efficient and flexible transportation options within the city.	Mid-Term (3-5 Years)	$25,000	50	$0	Mobility Fees & Other Funding Sources
155	Microtransit Community Shuttle Program	Citywide	VoPS	This program will fund a pilot community shuttle service to address mobility and parking challenges, especially during events. The first year of operations will be used to monitor ridership and adjust the service to better meet community needs. The shuttle will focus on improving accessibility to public spaces and reducing traffic congestion during peak event periods.	Mid to Long-Term (10+Years)	$400,000	800	$0	Mobility Fees & Other Funding Sources
160	Vision Zero Action Plan Update	Citywide	VoPS	The implementation of the Vision Zero Action Plan Update will focus on allocating funding and resources to evaluate the VZAP and it's progress while conducting other safety studies and corridor plans to implement the mobility vision. This includes quick-action safety improvements such as speed reductions, improved crosswalks, and enhanced signage.	Short to Long-Term (Up to 20 Years)	$200,000	400	$0	Mobility Fees & Other Funding Sources
165	Residential Traffic Calming Ordinance	Citywide	VoPS	This ordinance will allow residents to petition for traffic calming measures in their neighborhoods. Upon request, the village and the police department will conduct speed studies to assess traffic conditions. The ordinance will establish clear guidelines and processes for determining the feasibility of implementing measures such as speed humps, curb extensions, and other traffic-calming interventions.	Short-Term (1-3 Years)	$75,000	150	$0	Mobility Fees & Other Funding Sources
170	Residential Traffic Calming Program	Citywide	VoPS	The program will allocate funding for implementing traffic calming measures in residential areas based on requests and speed studies. The program will prioritize areas with significant speeding concerns and will aim to improve neighborhood safety by reducing vehicle speeds and improving the quality of life for residents.	Short to Long-Term (Up to 20 Years)	$200,000	400	$0	Mobility Fees & Other Funding Sources
175	Wayfinding Program	Citywide	VoPS	This program will develop a citywide, cohesive wayfinding system to enhance multimodal connectivity. It will include the installation of clear signage, maps, and markers to guide pedestrians, cyclists, and drivers to key destinations. The wayfinding system will improve navigation for residents and visitors, supporting the city's goals of increased walkability and transportation accessibility.	Short-Term (1-3 Years)	$400,000	800	$0	Mobility Fees & Other Funding Sources
180	Pedestrian Lighting Upgrade Program	Citywide	VoPS	This program will initiate a citywide lighting analysis and develop standards for street, park, and collector road lighting. The village will work with Florida Power & Light (FPL) through a franchise agreement to upgrade existing lighting infrastructure to improve pedestrian mobility, leveraging FPL poles where possible. Collaboration with FDOT and Palm Beach County will also be sought to enhance lighting on state and county roads, improving safety and visibility across the city.	Mid to Long-Term (10+Years)	$2,500,000	5,000	$0	Mobility Fees & Other Funding Sources

APPENDIX J

Trip Generation

APPENDIX J: TRIP GENERATION (TG)			
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	ITE LAND USE CODES
Residential Uses			
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	5.62	See Residential
Institutional Uses			
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	See Community Serving
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	2.17	See Long Term Care
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	1.96	See Private Education
Commercial Recreation Facility Uses			
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	18.58	See Outdoor Recreation
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	29.02	See Outdoor Recreation, Courts
Outdoor Recreation (Golf Course)	per Hole	30.38	430
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	24.86	See Indoor Recreation
Industrial Uses			
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	3.69	See Industrial
Office Uses			
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	11.58	See Office
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	See Medical Office
Retail Sales and Service Uses			
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	39.39	See Multi-Tenant Retail
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	49.12	See Free-Standing Retail
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	106.33	See High Impact Retail
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	605.86	See Convenience Retail
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	354.87	See Quick Service Restaurant
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)			
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	33.35	See Automotive Repair
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	125.26	See Commercial Use Drive-Thru
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	137.06	See Financial Services
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	6.67	See Overnight Lodging
Quick Service Restaurant Drive Thru	per Lane	507.99	See Quick Service Restaurant Drive-Thru
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	4.47	See Mobile Residence
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	203.65	See Vehicle Fueling
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	See Vehicle Cleaning

RESIDENTIAL TRIP GENERATION									
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**TRIP GENERATION (TG)**	**TOTAL NUMBER OF STUDIES (TS)**	**SQUARE FOOTAGE (SF)**	**SQUARE FOOTAGE PER 1,000 SQ. FT. (SF1000)**	**TRIP GENERATION PER 1,000 SQ. FT. (TG1000)**	**TRIP STUDIED (WEIGHTED) (TSw)**	**TRIP GENERATION (WEIGHTED) (TGw)**
SINGLE-FAMILY DETACHED	**210**	**DWELLING UNIT**	**9.43**	**174**	**1,814**	**1.814**	**5.20**	**0.798**	**4.15**
SINGLE-FAMILY ATTACHED	**215**	**DWELLING UNIT**	**7.20**	**22**	**1,026**	**1.026**	**7.02**	**0.101**	**0.71**
MULTI-FAMILY (LOW-RISE)	**220**	**DWELLING UNIT**	**6.74**	**22**	**891**	**0.891**	**7.56**	**0.101**	**0.76**
TOTAL				**218**			***6.59***	**1.000**	**5.62**

Notes: Residential trip generation rates are based on the type of dwelling unit and the applicable trip generation rate per the 11th Edition of the ITE Trip Generation Manual. Residential trip generation rates were converted into trip rates per 1,000 square feet. The first step in the conversion was utilizing average square per type of dwelling unit within the Village of Palm Springs based on Palm Beach County Property Appraiser Data as of 2024. The assigned square footage of each unit type is then divided by 1,000 (**Appendix TBD**).

A Trip Study weighting is then calculated based on the number of studies per use. A Trip Generation weight is then calculated based on the weighted trip studies. The following is the calculation for Single-Family Detached land uses: Sq Ft per 1,000: (1,814 / 1,000 = 1.814); The trip generation per 1,000 Sq. Ft. is calculated per the following: (9.43 / 1.814 = 5.20); The trip study weight is calculated per the following: (174 / 218 = 0.798); The weighted trip generation is calculated per the following: (5.20 / 0.798 = 4.15). The residential trip generation per 1,000 sq. ft. is based on the sum of the following: (4.15 + 0.71 + 0.76 = 5.62).

COMMUNITY SERVING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY TRIPS (TG)	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CHURCH	560	1000 SF	0.32	0.070	6	0.49	0.07	11	17	5.79	0.89	5.18
MUSEUM	580	1000 SF	0.28	0.070	1	0.18	0.07	1	2	3.29	0.11	0.35
TOTAL	--	--	--	--	7	--	--	12	19	--	1.00	5.52

Notes: Community Serving Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on a peak to daily factor of 0.07. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw). Church Example: = ((0.32 / .07) + (0.49 / 0.07)) = 5.79; TSw = (17 / 19) = 0.89; TGw = (5.79 x 0.89) = 5.18. Community Serving Trip Generation is the sum of the weighted trip generation (5.18 + 0.35) = 5.52.

LONG TERM CARE TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK TRIPS (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK TRIPS (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**TRIP STUDIED (WEIGHTED) (TSW)**	**TRIP GENERATION (WEIGHTED) (TGW)**
ASSISTED LIVING	**254**	**BEDS**	**0.18**	**0.093**	**14**	**0.24**	**0.088**	**14**	**28**	**2.33**	**0.64**	**1.48**
NURSING HOME	**620**	**BEDS**	**0.14**	**0.075**	**8**	**0.14**	**0.074**	**8**	**16**	**1.88**	**0.36**	**0.68**
TOTAL / ***AVERAGE***			***0.16***	***0.084***	**22**	***0.19***	***0.081***	**22**	**44**	***2.11***	**1.00**	**2.17**

Notes: Long Term Care Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW).
Nursing Home Example: DT = ((0.14 / .075) + (0.14 / 0.074)) = 1.88; TSW = (16 / 44) = 0.36; TGW = (1.88 x 0.36) = 1.88. Long Term Care TG per bed: Sum(1.48 + 0.68) = 2.17.
Average values in the last row are shown in italics for informational purposes only.

PRIVATE EDUCATION TRIP GENERATION										
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	NUMBER OF STUDIES	PM PEAK OF GENERATOR	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ELEMENTARY SCHOOL	520	STUDENTS	0.75	46	0.45	54	1.80	100	0.19	0.34
MIDDLE SCHOOL / JR HIGH SCHOOL	522	STUDENTS	0.74	25	0.36	29	1.65	54	0.10	0.17
HIGH SCHOOL	525	STUDENTS	0.51	51	0.32	65	1.25	116	0.22	0.28
PRIVATE K-8	530	STUDENTS	1.01	14	0.6	12	2.42	26	0.05	0.12
PRIVATE K-12	532	STUDENTS	0.8	5	0.53	3	2.00	8	0.02	0.03
PRIVATE HIGH SCHOOL	534	STUDENTS	0.66	4	0.40	4	1.59	8	0.02	0.02
CHARTER ELEMENTARY SCHOOL	536	STUDENTS	1.07	26	0.72	27	2.69	53	0.10	0.27
CHARTER HIGH SCHOOL	538	STUDENTS	0.94	4	0.73	4	2.51	8	0.02	0.04
DAY CARE	565	STUDENTS	0.79	75	0.81	75	2.40	150	0.29	0.69
TOTAL								523	1.00	1.96

TRIP GENERATION ROUNDED TO NEAREST 100TH PLACE. DAILY TRIPS BASED ON THE SUM OF THE AM AND PM PEAK HOUR OF GENERATOR TIMES A PEAK-TO-DAILY FACTOR OF 1.5: (E.G., CHARTER HIGH SCHOOL 0.94 + 0.73 = 1.67; 1.67 X 1.5 = 2.51). PEAK HOUR DATA HAD SIGNIFICANTLY MORE STUDIES THAN DAILY DATA. TOTAL NUMBER OF STUDIES BASED ON THE SUM OF THE NUMBER OF STUDIES FOR THE AM AND PM PEAK HOUR OF GENERATOR PER SCHOOL TYPE. ALL TRIP GENERATION DATA BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

OUTDOOR RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
GOLF DRIVING RANGE	432	TEES	0.08	0.08	1	0.18	0.072	1	2	1.75	0.17	0.29
SOCCER COMPLEX	488	FIELDS	0.99	0.08	5	16.43	0.072	5	10	120.28	0.83	100.24
TOTAL / AVERAGE					6			6	12	61.02	1.00	100.53
OUTDOOR RECREATION TRIP GENERATION PER ACRE												
PUBLIC PARK	410	ACRES	0.03	0.083	5	0.11	0.083	6	11	0.86	0.44	0.38
GOLF DRIVING RANGE	432	ACRES	0.16	0.080	1	0.36	0.072	1	2	3.50	0.08	0.28
AMUSEMENT PARK	480	ACRES	0.21	0.093	1	3.95	0.088	1	2	23.57	0.08	1.89
SOCCER COMPLEX	488	ACRES	0.33	0.080	5	5.48	0.072	5	10	40.09	0.40	16.04
TOTAL / *AVERAGE*		ACRES	*0.23*	*0.084*	12	*2.47*	*0.079*	13	25	*17.01*	1.00	18.58

Notes: Outdoor Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for golf driving ranges was converted from tees to acreage based on two (2) tees per acre. The trip generation for a soccer complex was converted from fields to acreage based on three acres (3.0) per field. The trip generation for tennis courts and a request / tennis court was converted from courts to acreage based on two (2) courts per acre. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Golf Driving Range Example: DT = ((0.16 / .080) + (0.36 / 0.072)) = 3.50; TSW = (2 / 25) = 0.08; TGW = (3.50 x 0.08) = 0.28. Outdoor Recreation TG is equal to the sum of the following: (0.38 + 0.28 + 1.89 + 16.04) = 18.58.

Average values in the last row are shown in italics for informational purposes only.

OUTDOOR RECREATION, COURTS TRIP GENERATION							
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**DAILY TRIPS**	**NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
TENNIS CLUB	**490**	**COURTS**	**30.32**	**2**	**2**	**0.50**	**15.16**
RACQUET / TENNIS CLUB	**491**	**COURTS**	**27.71**	**2**	**2**	**0.50**	**13.86**
TOTAL / AVERAGE				**4**	**4**	**1.00**	**29.02**

Notes: Outdoor Recreation, Courts Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Tennis Club Example: TSw = (2 / 4) = 0.50; TGw = (30.32 x 0.50) = 15.16. Outdoor Recreation, Courts Trip Generation is the sum of (15.16 + 13.86) = 29.02.

INDOOR ENTERTAINMENT TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ROCK CLIMBING GYM	434	1,000 SQ. FT.	1.40	0.068	1	1.64	0.123	1	2	16.96	0.04	0.65
MULTI-PURPOSE	435	1,000 SQ. FT.	0.00	0.068	0	3.58	0.123	3	3	14.55	0.06	0.84
TRAMPOLINE PARK	436	1,000 SQ. FT.	0.00	0.068	0	1.50	0.123	3	3	6.10	0.06	0.35
BOWLING ALLEY	437	1,000 SQ. FT.	0.81	0.068	1	1.16	0.123	5	6	10.67	0.12	1.23
HEALTH / FITNESS	492	1,000 SQ. FT.	1.31	0.068	6	3.45	0.123	8	14	23.66	0.27	6.37
ATHLETIC CLUB	493	1,000 SQ. FT.	3.16	0.068	2	6.29	0.123	3	5	48.80	0.10	4.69
COMMUNITY CENTER	495	1,000 SQ. FT.	1.91	0.068	12	2.50	0.123	15	27	24.21	0.52	12.57
TOTAL	--	--	--	0.068	21	--	0.123	31	52	--	1.00	24.86

Notes: Indoor Entertainment Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Code 495 (Recreational Community Center). This was the only indoor recreational use with a reported daily trip distribution. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 SQ. FT. is the sum of the weighted Trip Generation (TGW). Community Center Example: DT = ((1.91 / .068) + (2.50 / 0.123)) = 24.21; TSW = (27 / 52) = 0.52; TGW = (24.41 x 0.52) = 12.57. Indoor Commercial Recreation Trip Generation is the sum of (0.65 + 0.84 + 0.35 + 1.23 + 6.37 + 4.69 + 12.57) = 24.86. ***Average values in the last row are shown in italics for informational purposes only.***

INDUSTRIAL TRIP GENERATION						
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP (DT) GENERATION	TOTAL NUMBER OF STUDIES (TS)	TRIP STUDIES (WEIGHTED)	TRIP GENERATION (WEIGHTED)
LIGHT INDUSTRIAL	110	1,000 SQ. FT.	4.87	37	0.117	0.572
INDUSTRIAL PARK	130	1,000 SQ. FT.	3.37	27	0.086	0.289
MANUFACTURING	140	1,000 SQ. FT.	4.75	53	0.168	0.799
WAREHOUSE	150	1,000 SQ. FT.	1.71	31	0.098	0.168
MINI-WAREHOUSE	151	1,000 SQ. FT.	1.45	16	0.051	0.074
HIGH CUBE TRANSLOAD	154	1,000 SQ. FT.	1.4	91	0.289	0.404
HIGH CUBE FULFILLMENT	155	1,000 SQ. FT.	1.81	10	0.032	0.057
HIGH CUBE FULFILLMENT - SORTING	155	1,000 SQ. FT.	6.44	2	0.006	0.041
HIGH CUBE PARCEL HUB	156	1,000 SQ. FT.	4.63	8	0.025	0.118
HIGH CUBE COLD STORAGE	157	1,000 SQ. FT.	2.12	5	0.016	0.034
DATA CENTER	160	1,000 SQ. FT.	0.99	2	0.006	0.006
UTILITY	170	1,000 SQ. FT.	12.29	13	0.041	0.507
SPECIALTY TRADE	180	1,000 SQ. FT.	9.82	20	0.063	0.623
AVERAGE (STUDIES = TOTAL)				315	1.00	3.69

Notes: Industrial Trip Generation based on the Daily Rate from the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for Daily Trips are used to calculate a Trip Study Weight (TSW). The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Light Industrial Example: TSW = (37 / 315) = 0.117; TGW = (4.87 x 0.117) = 0.572. Industrial TG: Sum (0.572 + 0.289 + 0.799 + 0.168 + 0.074 + 0.404 + 0.057 + 0.041 + 0.118 + 0.034 + 0.0006 + 0.507 + 0.623) = 3.69.

OFFICE TRIP GENERATION						
USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
OFFICE	710	1,000 SQ. FT.	10.84	59	0.38	4.15
SMALL OFFICE	712	1,000 SQ. FT.	14.39	21	0.14	1.96
CORPORATE HEADQUATERS	714	1,000 SQ. FT.	7.95	7	0.05	0.36
SINGLE TENANT	715	1,000 SQ. FT.	13.07	12	0.08	1.02
HOSPITAL	610	1,000 SQ. FT.	10.77	7	0.05	0.49
OFFICE PARK	750	1,000 SQ. FT.	11.07	10	0.06	0.72
RESEARCH & DEVELOPMENT	760	1,000 SQ. FT.	11.08	22	0.14	1.58
BUSINESS PARK	770	1,000 SQ. FT.	12.44	16	0.10	1.29
TOTAL				154	1.00	11.58

Notes: Office Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Office Example: TSw = (59 / 154) = 0.38; TGw = (10.84 x 0.38) = 4.15. Office Trip Generation is the sum of (4.15 + 1.96 + 0.36 + 1.02 + 0.49 + 0.72 + 1.58 + 1.29) = 11.58.

MEDICAL OFFICE TRIP GENERATION						
USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
MEDICAL OFFICE	**720**	**1,000 SQ. FT.**	**36.00**	**18**	**0.49**	**17.51**
CLINIC	**630**	**1,000 SQ. FT.**	**37.60**	**9**	**0.24**	**9.15**
VETERINARY	**640**	**1,000 SQ. FT.**	**21.50**	**6**	**0.16**	**3.49**
EMERGENCY CARE	**650**	**1,000 SQ. FT.**	**24.94**	**4**	**0.11**	**2.70**
TOTAL			**30.01**	**37**	**1.00**	**32.84**

Notes: Medical Office Trip Generation based on Daily Weekday Trip Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Medical Office Example: TSw = (18 / 37) = 0.49; TGw = (36.00 x 0.49) = 17.51. Medical Office Trip Generation is the sum of (17.51 + 9.15 + 3.49 + 2.93 + 2.70) = 32.84. ***Average values in the last row are shown in italics for informational purposes only.***

MULTI-TENANT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT GREATER THAN 150K	820	1,000 SQ. FT.	37.01	108	0.91	33.59
MULTI-TENANT 40K to 150K WITHOUT SUPERMARKET	821	1,000 SQ. FT.	67.52	7	0.06	3.97
MULTI-TENANT UNDER 40K	822	1,000 SQ. FT.	54.45	4	0.03	1.83
TOTAL		1,000 SQ. FT.		119	1.00	39.39

Notes: Multi-Tenant Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Multi-Tenant gretare than 150K Example: TSw = (108 / 119) = 0.91; TGw = (37.01 x 0.91) = 33.59. Free Standing Retail Trip Generation is the sum of (33.59 + 3.97 + 1.83) = 39.39.

FREE STANDING RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FREE STANDING DISCOUNT SUPERSTORE	813	1,000 SQ. FT.	50.52	72	0.31	15.54
VARIETY STORE	814	1,000 SQ. FT.	63.66	29	0.12	7.89
FREE STANDING DISCOUNT STORE	815	1,000 SQ. FT.	53.87	21	0.09	4.83
NURSERY GARDEN CENTER	817	1,000 SQ. FT.	68.10	10	0.04	2.91
AUTO SALES NEW	840	1,000 SQ. FT.	27.84	18	0.08	2.14
AUTO SALES USED	841	1,000 SQ. FT.	27.06	14	0.06	1.62
AUTO PARTS SALES	843	1,000 SQ. FT.	55.34	12	0.05	2.84
DISCOUNT CLUB	857	1,000 SQ. FT.	42.46	20	0.09	3.63
HOME IMPROVEMENT	862	1,000 SQ. FT.	30.74	19	0.08	2.50
WINE TASTING ROOM	970	1,000 SQ. FT.	45.96	5	0.02	0.98
BREWERY TAP ROOM	972	1,000 SQ. FT.	61.69	2	0.01	0.53
DRINKING ESTABLISHMENT	975	1,000 SQ. FT.	72.36	12	0.05	3.71
TOTAL		1,000 SQ. FT.		234	1.00	49.12

Notes: Free Standing Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Varieyt Store Example: TSw = (29 / 234) = 0.12; TGw = (63.66 x 0.12) = 7.89. Free Standing Retail Trip Generation is the sum of (15.54 + .89 +4.83 +2.91 + 2.14 + 1.62 +2.84 + 3.63 + 2.50 + 0.98 + 0.53 + 3.71) = 49.12.

HIGH IMPACT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	94.49	17	0.12	11.00
SUPERMARKET	850	1,000 SQ. FT.	93.84	22	0.15	14.14
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	108.4	16	0.11	11.88
MARJUANA DISPENSARY	882	1,000 SQ. FT.	211.12	7	0.05	10.12
LIQUOR STORE	899	1,000 SQ. FT.	107.21	5	0.03	3.67
DRIVE-IN BANK	912	1,000 SQ. FT.	100.35	19	0.13	13.06
FINE DINING RESTAURANT	931	1,000 SQ. FT.	83.84	10	0.07	5.74
HIGH TURN OVER RESTAURANT	932	1,000 SQ. FT.	107.2	50	0.34	36.71
TOTAL		1,000 SQ. FT.	113.31	146	1.00	106.33

Notes: High Impact Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Supermarket Example: TSw = (22 / 146) = 0.15; TGw = (93.84 x 0.15) = 14.14. High Impact Retail Trip Generation is the sum of (11.00 + 14.14 + 11.88 + 10.12 + 3.67 + 13.06 + 36.71) = 106.33.

CONVENIENCE STORE TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
CONVENIENCE STORE	851	1,000 SQ. FT.	62.54	0.062	39	49.11	0.060	39	78	913.60	0.23	205.96
CONVENIENCE STORE WITH GAS (2 TO 8 POSITIONS)	945	1,000 SQ. FT.	40.59	0.062	57	48.48	0.071	67	124	668.75	0.36	239.67
CONVENIENCE STORE WITH GAS (9 TO 15 POSITIONS)	945	1,000 SQ. FT.	56.52	0.065	34	54.52	0.068	39	73	835.65	0.21	176.31
CONVENIENCE STORE WITH GAS (16 TO 24 POSITIONS)	945	1,000 SQ. FT.	91.35	0.065	32	78.95	0.068	39	71	1283.21	0.21	263.32
TOTAL		1,000 SQ. FT.	*62.75*	*0.06*	162	*57.77*	*0.07*	184	346	*925.30*	1.00	885.25
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS TGw PER FUEL POSITION x 2: (885.25 - (279.39 x 2)) = 326.47												326.47
AUTO CHARGING & FUELING TRIP GENERATION												
GASOLINE SERVICE STATION	944	PER FUEL POSITION	10.28	0.050	53	13.91	0.075	65	118	195.53	0.31	59.77
CONVENIENCE STORE WITH GAS (2-4K)	945	PER FUEL POSITION	16.06	0.062	76	18.42	0.071	93	169	259.23	0.44	113.50
CONVENIENCE STORE WITH GAS (4-5.5K)	945	PER FUEL POSITION	27.04	0.065	18	22.76	0.068	23	41	375.35	0.11	39.87
CONVENIENCE STORE WITH GAS (5.5-10K)	945	PER FUEL POSITION	31.60	0.065	29	26.90	0.068	29	58	440.87	0.15	66.24
TOTAL		PER FUEL POSITION	*21.25*	*0.06*	176	*20.50*	*0.07*	210	386	*317.75*	1.00	279.39

Notes: Convenience Retail and Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Convenience Store Example: DT = ((62.54 / .062) + (49.11 / 0.060)) = 913.60; TSw = (78 / 346) = 0.23; TGw = (913.60 x 0.23) = 205.96. Convenience Store Trip Generation per 1,000 sq. ft. is the sum of (205.96 + 239.67 + 176.31 + 263.32) = 885.25. Motor Vehicle Fueling Trip Generation per fuel position is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. The net trip generation rate for Convenience Retail is determined by multiplying the fuel position rate by two positions and subtracting the sum from the convenience store rate per 1,000 sq. ft.: (279.39 x 2) = 558.77; (885.25 - 558.77) = 326.47. ***Average values in the last row are shown in italics for informational purposes only.***

QUICK SERVICE RESTAURANT TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
FAST CASUAL RESTAURANT	**930**	**1,000 SQ. FT.**	**1.43**	**0.015**	**1**	**12.55**	**0.074**	**15**	**16**	**132.46**	**0.03**	**4.53**
FAST FOOD WITHOUT DRIVE-THRU	**933**	**1,000 SQ. FT.**	**43.18**	**0.019**	**3**	**33.21**	**0.064**	**8**	**11**	**1395.77**	**0.02**	**32.81**
FAST FOOD WITH DRIVE-THRU	**934**	**1,000 SQ. FT.**	**44.61**	**0.035**	**96**	**33.03**	**0.067**	**190**	**286**	**883.78**	**0.61**	**540.09**
COFFEE DONUT WITHOUT DRIVE-THRU	**936**	**1,000 SQ. FT.**	**93.08**	**0.1**	**25**	**32.29**	**0.044**	**16**	**41**	**832.33**	**0.09**	**72.92**
COFFEE DONUT WITH DRIVE-THRU	**937**	**1,000 SQ. FT.**	**85.88**	**0.1**	**78**	**38.99**	**0.044**	**36**	**114**	**872.47**	**0.24**	**212.52**
TOTAL	**--**	**1,000 SQ. FT.**	***53.64***	***0.054***	**203**	***30.01***	***0.059***	**265**	**468**	***823.36***	**1.00**	**862.86**
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS TGw PER DRIVE-THRU: (862-86 - 507.99) = 354.87												**354.87**

Notes: Quick Service Restaurant Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 930, 933, 934, 936 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per 1000 Sq. Ft is the sum of the Weighted Trip Generation (WTG). Fast Casual Restaurant Example: DT = ((1.43/ .015) + (12.55 / 0.074)) = 132.46; TSw = (16 / 468) = 0.03; TGw = (132.46 x 0.03) = 4.53. Quick Service Restaurant Trip Generation per 1000 Sq Ft is the sum of (4.53 + 32.81 + 540.09 + 72.92 + 212.52) = 862.86. The average trip generation associated with drive-thru lanes is 507.99 trips. **The net trip generation is equal to 862.86 minus 507.99 = 354.87**. ***Average values in the last row are shown in italics for informational purposes only.***

AUTOMOTIVE REPAIR ESTABLISHMENT TRIP GENERATION

ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
AUTOMOBILE SALES NEW	840	SERVICE BAY	2.03	0.083	3	2.26	0.082	3	6	26.01	0.10	2.56
TIRE STORE	848	SERVICE BAY	2.10	0.066	9	3.42	0.091	10	19	34.70	0.31	10.81
TIRE SUPERSTORE	849	SERVICE BAY	2.01	0.066	11	3.17	0.091	12	23	32.64	0.38	12.31
QUICK LUBE VEHICLE SHOP	941	SERVICE BAY	3.00	0.083	1	4.85	0.115	10	11	39.16	0.18	7.06
AUTOMOBILE CARE CENTER	942	SERVICE BAY	1.52	0.083	1	2.17	0.115	1	2	18.59	0.03	0.61
TOTAL	--	SERVICE BAY	*2.13*	*0.076*	25	*3.17*	*0.099*	36	61	*30.22*	1.00	33.35

Notes: Vehicle Repair and Service Trip Generation based on the AM and PM Peak of adjacent street traffic per Service Bay based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 848 and 941. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per Service Bay is the sum of the Weighted Trip Generation (WTG). Tire Store Example: DT = ((2.10 / .066) + (3.42 / 0.091)) = 34.70; TSw = (19 / 61) = 0.31; TGw = (34.70 x 0.31) = 10.81. Vehicle Repair and Service Trip Generation per bay is the sum of (2.56 + 10.81 + 12.31 + 7.06 + 0.61) = 33.35. ***Average values in the last row are shown in italics for informational purposes only.***

COMMERCIAL USE DRIVE-THRU TRIP GENERATION

ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.04	41.16
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.16	57.62
BANK WITH DRIVE-THRU	912	DRIVE-THRU	8.54	0.063	36	27.07	0.102	109	145	200.47	0.81	161.49
TOTAL		DRIVE-THRU	*30.45*	*0.066*	57	*33.88*	*0.071*	123	180	*543.07*	1.00	260.27
PHARMACY WITH-OUT DRIVE-THRU	880	1,000 SQ. FT.	2.94	0.033	7	8.51	0.094	13	20	89.81	0.25	22.45
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	3.74	0.033	21	10.25	0.094	39	60	111.19	0.75	83.39
TOTAL	--	1,000 SQ. FT.	*3.34*	*0.033*	28	*9.38*	*0.094*	52	80	*100.50*	1.00	105.84
NET TRIP GENERATION BASED ON PHARMACY W/ DRIVE-THRU (DT) MINUS PHARMACY W/O DRIVE-THRU (DT) TIMES AVERAGE PHARMACY SQ. FT. PER 1,000: (111.19 - 89.81 = 21.38); (13,000 / 1,000 = 13); (21.38 x 13 = 277.89)												277.89
NET TRIP GENERATION BASED ON AVERAGE OF WEIGHTED DRIVE-THRU & WEIGHTED PHARMACY DRIVE-THRU: (260.27 + 277.89 = 538.16); (538.16 / 2 = 269.08)												269.08
NET TRIP GENERATION BASED ON AVERAGE OF FIVE (5) MINUTE WAIT TIME OVER ONE (1) HOUR DIVIDED BY A WEIGHTED AVERAGE PM PEAK HOUR FACTOR OF 0.0958: (60 / 5 = 12); (12 / 0.0958 = 125.26)												125.26

Notes: Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 180) = 0.04; TGw = (1058.32 x 0.04) = 41.16. Drive-Thru Trip Generation is the sum of (41.16 + 57.62 + 161.49) = 260.27. A trip generation per drive-thru was then calculated for pharmacies based on AM and PM peak hour trip generation for a pharmacy with and with-out a drive-thru. The difference in daily trip generation between a pharmacy with and with-out a drive-thru was then calculated. The difference was then calculated for a typically size pharmacy of 13,000 sq. feet. The average of the two drive-thru analysis was then calculated for an average weighted daily trip generation of 269.08 for a drive-thru. The land uses tend to be higher trip generators. A trip generation rate was then calculated assuming 12 vehicles and hour using a drive-thru (5 minutes per vehicle). This average value was then converted to a daily trip generation rate based on the weighted average PM Peak Hour factor for all land uses (0.0958). The new trip generation result is a daily trip generation of 125.26 per drive-thru. This analysis was done to illustrate that the calculated rates did not exceed those of higher trip generating land uses. ***Average values in the last row are shown in italics for informational purposes only.***

FINANCIAL SERVICES DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**CALCULATED DAILY TRIPS (TG)**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
BANK	**912**	**1,000 SF**	**9.95**	**0.063**	**44**	**21.01**	**0.102**	**114**	**158**	**181.96**	**0.52**	**94.88**
BANK	**912**	**DRIVE-THRU**	**8.54**	**0.063**	**36**	**27.07**	**0.102**	**109**	**145**	**200.47**	**0.48**	**95.94**
TOTAL / *AVERAGE*			***9.25***	**0.063**	**80**	***24.04***	**0.102**	**223**	**303**	***191.22***	**1.00**	**190.82**
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**WEIGHTED AM PEAK (7 to 9)**	**WEIGHTED AM PEAK FACTOR**	**WEIGHTED AM NUMBER OF STUDIES**	**WEIGHTED PM PEAK (4 to 6)**	**WEIGHTED PM PEAK FACTOR**	**WEIGHTED PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**WEIGHTED PEAK HOUR TRIPS**	**WEIGHTED PEAK HOUR FACTOR**	**WEIGHTED DAILY TRIPS (DT)**
BANK	**912**	**1,000 SF**	**2.77**	**0.018**	**0.28**	**15.16**	**0.074**	**0.72**	**158**	**17.93**	**0.09**	**196.73**
BANK	**912**	**DRIVE-THRU**	**2.12**	**0.016**	**0.25**	**20.35**	**0.077**	**0.75**	**145**	**22.47**	**0.09**	**243.39**
NET TRIP GENERATION TGw PER BANK DRIVE-THRU MINUS TGw FOR HIGH-IMPACT RETAIL (PER 1,000 SQ. FT.) (243.39 - 106.33) = 137.06												**137.06**

Notes: Bank Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 912. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw).

The trip generation per drive-thru is based on the weighted daily trips per drive-thru of 243.39 minus the weighted daily trips per 1,000 sq. ft. for High-Impact Retail Uses 106.33 for a net trip generation of 137.06 (243.39 - 106.33 = 137.06). The mobility fee for the square footage of the Financial Services building is based on the trip generation for High-Impact Retail land uses.

OVERNIGHT LODGING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (NS)	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
HOTEL	310	ROOM	0.46	0.053	28	0.59	0.077	31	59	8.17	0.30	2.46
ALL SUITES HOTEL	311	ROOM	0.34	0.052	9	0.36	0.077	10	19	5.61	0.10	0.54
BUSINESS HOTEL	312	ROOM	0.36	0.071	17	0.31	0.069	24	41	4.78	0.21	1.00
MOTEL	320	ROOM	0.35	0.066	15	0.36	0.071	20	35	5.19	0.18	0.93
RESORT HOTEL	330	ROOM	0.32	0.050	6	0.41	0.050	9	15	7.30	0.08	0.56
TIMESHARE	265	ROOM	0.40	0.060	14	0.63	0.060	13	27	8.58	0.14	1.18
TOTAL	--	--	--	--	89	--	--	107	196	--	1.00	6.67

Notes: Overnight Lodging Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). Hotel Example: DT = ((0.46 / .053) + (0.59 / 0.077)) = 8.17; TSW = (59 / 196) = 0.30; TGW = (8.17 x 0.30) = 2.46. Hotel Trip Generation: Sum (2.46 + 0.54 + 1.00 + 0.93 + 0.56 +1.18) = 6.67.
Average values in the last row are shown in italics for informational purposes only.

QUICK SERVICE RESTAURANT DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	**935**	**PER DRIVE-THRU**	**43.00**	**0.035**	**1**	**59.50**	**0.067**	**6**	**7**	**1058.32**	**0.20**	**211.66**
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	**938**	**PER DRIVE-THRU**	**39.81**	**0.100**	**20**	**15.08**	**0.044**	**8**	**28**	**370.41**	**0.80**	**296.33**
TOTAL	**--**	**PER DRIVE-THRU**	***41.41***	***0.07***	**21**	***37.29***	***0.06***	**14**	**35**	***714.36***	**1.00**	**507.99**

Notes: Quick Service Restaurant Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 934 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 35) = 0.20; TGw = (1058.32 x 0.20) = 211.66. Quick Service Restaurant Drive-Thru Trip Generation per lane is the sum of (211.66 + 296.33) = 507.99. ***Average values in the last row are shown in italics for informational purposes only.***

MOBILE RESIDENCE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MOBILE HOME PARK	420	UNIT	0.39	0.079	9	0.58	0.094	9	18	5.55	0.45	2.50
RV PARK	416	LOT	0.21	0.066	4	0.27	0.071	6	10	3.49	0.25	0.87
RECREATIONAL HOME	260	ROOM	0.22	0.060	6	0.29	0.080	6	12	3.65	0.30	1.09
TOTAL	--	--	--	--	19	--	--	21	40	--	1.00	4.47

Notes: Mobile Residence Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). RV Park Example: DT = ((0.21 / .066) + (0.27 / 0.071)) = 3.49; TSW = (10 / 40) = 0.25; TGW = (3.49 x 0.50) = 0.87. RV Park Trip Generation: Sum (2.50 + 0.87 + 1.09) = 4.47. ***Average values in the last row are shown in italics for informational purposes only.***

VEHICLE FUELING TRIP GENERATION												
USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
GASOLINE SERVICE STATION	**944**	**PER FUEL POSITION**	**10.28**	**0.050**	**53**	**13.91**	**0.075**	**65**	**118**	**195.53**	**0.31**	**59.77**
CONVENIENCE STORE WITH GAS (2-4K)	**945**	**PER FUEL POSITION**	**16.06**	**0.062**	**76**	**18.42**	**0.071**	**93**	**169**	**259.23**	**0.44**	**113.50**
CONVENIENCE STORE WITH GAS (4-5.5K)	**945**	**PER FUEL POSITION**	**27.04**	**0.065**	**18**	**22.76**	**0.068**	**23**	**41**	**375.35**	**0.11**	**39.87**
CONVENIENCE STORE WITH GAS (5.5-10K)	**945**	**PER FUEL POSITION**	**31.60**	**0.065**	**29**	**26.90**	**0.068**	**29**	**58**	**440.87**	**0.15**	**66.24**
TOTAL		**PER FUEL POSITION**	***21.25***	***0.06***	**176**	***20.50***	***0.07***	**210**	**386**	***317.75***	**1.00**	**279.39**
NET TRIP GENERATION (CONVENIENCE STORE TRIP GENERATION PER 1,000 SQ. FT. MINUS TRIPS PER AVERAGE FUEL POSITIONS PER STORE: (605.86 / 8) = 75.73; (279.39 - 75.73) = 203.65												**203.65**

Notes: Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Gasoline Service Station Example: DT = ((10.28 / .050) + (13.91 / 0.075)) = 195.53; TSw = (118 / 386) = 0.31; TGw = (195.53 x 0.31) = 59.77. Motor Vehicle Fueling Trip Generation per 1,000 sq. ft. is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. The following are the average number of fueling positions per ITE Code: 944: 8; 945 (2-4k): 4; 945 (4-5.5K): 12; 945 (5.5-10k): 20. The average fuel positions were then multiplied by weighted trip studies per ITE Code (944: (8 x 0.31) = 2.45; 945 (2-4k): (4 x 0.44) = 1.75; 945 (4-5.5K): (12 x 0.11) = 1.27; 945 (5.5-10k): (20 x 0.15) = 3.01) The average over all ITE uses was 8 fuel positions (2.44 + 1.75 + 1.27 + 3.01). To determine a share of trips attributable per fuel position, the net trip generation per 1,000 sq. ft. for convenience stores was divided by 8. (605.86 / 8) = 75.73. The convenience store trips per position were subtracted from trips per fuel position (279.39 - 75.73) = 203.65.

Average values in the last row are shown in italics for informational purposes only.

VEHICLE CLEANING TRIP GENERATION								
NUMBER OF STUDIES								
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**NUMBER OF STUDIES / UNITS**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**6**	**63.68**	**0.60**	**38.21**
AUTOMATED CAR WASH	**948**	**TUNNEL**	**77.50**	**0.087**	**3**	**890.80**	**0.30**	**267.24**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**1**	**156.32**	**0.10**	**15.63**
TOTAL	**--**	**--**	**--**	**--**	**10**	**--**	**1.00**	**321.08**
NUMBER OF UNITS								
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**7**	**445.75**	**0.58**	**260.02**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**5**	**781.61**	**0.42**	**325.67**
TOTAL	**--**	**--**	**--**	**--**	**12**	**--**	**1.00**	**585.69**

Notes: Car Wash Trip Generation based on the PM Peak of adjacent street traffic per unit of measure based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the PM Peak are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the PM Peak divided by the PM Peak factor. PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 949. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips is the sum of the Weighted Trip Generation (WTG). Self-Service Car Wash Example: DT = ((5.54 / .087) = 63.68; TSw = (6 / 10) = 0.60; TGw = (63.68 x 0.60) = 38.21. Car Wash Trip Generation is the sum of (38.21 + 267.24 + 15.63) = 321.08. Automated car washed typically feature one (1) lane and one (1) tunnel. Some high volume car washes will feature two (2) or (3) approach lanes. Self service or full service car washes may feature between four (4) and eight (8) stalls. The high volume car washes will feature multiple finishing stations for vacuuming and detailing vehicles. An additional analysis based on total units of measure was performed to illustrate that on a daily trip basis, car washes produce similar results for the facility as a whole. For car washes with a tunnel system, the trip generation would also apply to every three (3) finishing stations based on TGw divided by Average Number of Stalls multiplied by three (3): (585.69 / 6 = 97.61); (97.61 x 3 = 328.02). Accounting for the number of finishing stations levels the trip generation between self service and automated car washes. For automated stations, the trip generation would also include 321.08 trip per five (5) finishing stations.

APPENDIX K

Person Travel Demand per Use (PTDu)

APPENDIX K: PERSON TRAVEL DEMAND (PTD)										
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	% NEW TRIPS (NT)	VEHICLE TRAVEL LENGTH (VTL)	LIMITED ACCESS EVALUATION FACTOR (LAEf)	ORIGIN DESTINATION FACTOR (ODf)	VEHICLE MILES OF TRAVEL (VMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRAVEL DEMAND (PTD)	TRIP PURPOSE ID
Residential Uses										
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	5.62	1.00	3.86	0.754	0.50	8.18	1.61	13.17	5
Institutional Uses										
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	0.90	3.90	0.754	0.50	7.30	1.28	9.35	20
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	2.17	0.50	3.82	0.754	0.50	1.56	1.53	2.39	45
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	1.96	0.50	4.64	0.754	0.50	1.71	1.58	2.71	50
Commercial Recreation Facility Uses										
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	18.58	0.60	3.82	0.754	0.50	16.05	1.73	27.77	40
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	29.02	0.60	3.82	0.754	0.50	25.08	1.73	43.38	40
Outdoor Recreation (Golf Course)	per Hole	30.38	0.60	3.82	0.754	0.50	26.25	1.73	45.41	40
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	24.86	0.60	3.82	0.754	0.50	21.48	1.73	37.16	40
Industrial Uses										
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	3.69	1.00	4.21	0.754	0.50	5.86	1.22	7.15	10
Office Uses										
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	11.58	0.70	4.21	0.754	0.50	12.87	1.22	15.70	10
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	0.60	3.74	0.754	0.50	27.78	1.29	35.84	55
Retail Sales and Service Uses										
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	39.39	0.20	3.48	0.754	0.50	10.34	1.41	14.57	30
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	49.12	0.30	3.37	0.754	0.50	18.72	1.27	23.78	25
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	106.33	0.20	3.48	0.754	0.50	27.90	1.41	39.34	30
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	605.86	0.15	3.68	0.754	0.50	126.08	1.24	156.34	15
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	354.87	0.20	3.73	0.754	0.50	99.80	1.47	146.71	35
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)										
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	33.35	0.40	3.68	0.754	0.50	18.51	1.24	22.95	15
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	125.26	0.25	3.48	0.754	0.50	41.08	1.41	57.93	30
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	137.06	0.30	3.68	0.754	0.50	57.05	1.24	70.74	15
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	6.67	0.70	3.86	0.754	0.50	6.79	1.61	10.94	5
Quick Service Restaurant Drive Thru	per Lane	507.99	0.15	3.73	0.754	0.50	107.15	1.47	157.51	35
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	4.47	0.70	3.86	0.754	0.50	4.55	1.61	7.33	5
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	203.65	0.10	3.68	0.754	0.50	28.25	1.24	35.03	15
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	0.10	3.68	0.754	0.50	44.55	1.24	55.24	15
Note: Trip Purpose ID corresponds to Appendix L. Vehicle travel length and Person Miles of Travel are obtained from Trip Purpose Appendix L.										

APPENDIX L

2022 National Household Travel Survey Data: Trip Purpose

APPENDIX L: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS) TRIP PURPOSE										
ID	TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
5	HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
10	WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
15	PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
20	COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
25	BUY GOODS / ERRANDS	2,409,133,717	1.53	6,725,711,638	1.27	2.79	1,571,530,157	5,295,220,608	3.37	1.46
30	BUY GOODS / MEALS / ERRANDS	3,367,318,756	1.58	10,436,170,065	1.41	3.10	2,129,740,534	7,405,489,100	3.48	1.54
35	BUY MEALS / ERRANDS	1,976,833,012	1.57	6,929,009,963	1.47	3.51	1,261,335,927	4,700,722,820	3.73	1.63
40	EXERCISE / RECREATION / ENTERTAINMENT	1,113,681,408	4.12	3,226,235,756	2.87	2.90	270,338,373	1,124,323,313	4.16	2.13
45	HOME / FAMILY CARE	4,079,877,727	1.76	14,431,432,698	1.61	3.54	2,319,878,177	8,953,214,516	3.86	1.62
50	SCHOOL / COMMUNITY SERVICE / FAMILY CARE	913,659,810	1.93	3,473,235,486	1.58	3.80	473,267,051	2,197,012,109	4.64	1.86
55	MEDICAL / DENTAL / WORK	981,842,482	1.27	4,522,037,671	1.25	4.61	773,565,109	3,616,335,988	4.67	1.31

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX M

Palm Beach County: Household Travel

APPENDIX M: PALM BEACH COUNTY HOUSEHOLD TRAVEL BY DISTANCE (2019 TO 2024)

Date	Population Staying at Home	Population Not Staying at Home	Number of Trips	Number of Trips <1 Mile	Number of Trips 1-3 Miles	Number of Trips 3-5 Miles	Number of Trips 5-10 Miles	Number of Trips 10-25 Miles	Number of Trips Less than 3 Miles	Number of Trips Less than 5 Miles	Number of Trips Less than 10 Miles	Number of Trips Greater Than 25 Miles
2019	246,603	1,250,167	1,976,653,026	508,039,303	470,246,877	249,542,718	330,281,448	299,091,085	978,286,180	1,227,828,898	1,558,110,346	119,451,595
2020	354,155	1,142,615	1,632,223,205	447,783,662	417,138,910	206,849,557	248,266,992	209,015,689	864,922,572	1,071,772,129	1,320,039,121	103,168,395
2021	310,656	1,186,114	1,846,273,174	567,784,350	438,366,484	228,390,267	279,238,689	230,400,379	1,006,150,834	1,234,541,101	1,513,779,790	102,093,005
2022	300,016	1,196,754	1,926,996,168	566,356,409	435,443,043	245,758,922	309,206,851	254,808,118	1,001,799,452	1,247,558,374	1,556,765,225	115,422,825
2023	310,371	1,186,399	2,139,761,412	633,389,237	495,290,101	266,919,241	336,085,680	285,552,745	1,128,679,338	1,395,598,579	1,731,684,259	122,524,408
2024	297,979	1,198,791	341,330,555	104,792,245	76,970,176	41,058,056	52,414,142	46,679,986	181,762,421	222,820,477	275,234,619	19,415,950
Total			9,863,237,540	2,828,145,206	2,333,455,591	1,238,518,761	1,555,493,802	1,325,548,002	5,161,600,797	6,400,119,558	7,955,613,360	582,076,178
Percentage			100.00%	28.67%	23.66%	12.56%	15.77%	13.44%	52.33%	64.89%	80.66%	5.90%
Average			1,904,381,397	544,670,592	451,297,083	239,492,141	300,615,932	255,773,603	995,967,675	1,235,459,816	1,536,075,748	112,532,046
Percentage			100.00%	28.60%	23.70%	12.58%	15.79%	13.43%	52.30%	64.87%	80.66%	5.91%

Note: The total trips by distance, the percentage of total trips, the total trips and percentage less than 5 miles, less than 10 miles and more than twenty five miles was prepared by NUE Urban Concepts, LLC as of April 2024. The data for the years 2019 thru 2023 are total household trips for the entire year.

Source: U.S. Department of Transportation (DOT) Bureau of Transportation Statistics (BTS). Trips by Distance –Palm Beach County, FL (Federal Information Processing Standard (FIPS) Code 12099): The Trips by Distance data and number of people staying home and not staying home are estimated for the Bureau of Transportation Statistics by the Maryland Transportation Institute and Center for Advanced Transportation Technology Laboratory at the University of Maryland. The travel statistics are produced from an anonymized national panel of mobile device data from multiple sources. All data sources used in the creation of the metrics contain no personal information. Data analysis is conducted at the aggregate national, state, and county levels. Trips are defined as movements that include a stay of longer than 10 minutes at an anonymized location away from home. Home locations are imputed on a weekly basis. A movement with multiple stays of longer than 10 minutes before returning home is counted as multiple trips. Trips capture travel by all modes of transportation. including driving, rail, transit, and air. Website: https://data.bts.gov/Research-and-Statistics/Trips-by-Distance-County/p3sz-y9us/about_data

APPENDIX N

Mobility Fee Schedule

APPENDIX N: MOBILITY FEE		
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE
Residential Uses		
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659
Institutional Uses		
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,598
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	$664
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	$753
Commercial Recreation Facility Uses		
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	$7,719
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	$12,056
Outdoor Recreation (Golf Course)	per Hole	$12,621
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$10,328
Industrial Uses		
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$1,986
Office Uses		
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960
Retail Sales and Service Uses		
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	$4,050
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	$6,608
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$10,933
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)		
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040
Quick Service Restaurant Drive Thru	per Lane	$43,774
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351

APPENDIX O

Bedrooms & Household Vehicles

APPENDIX O: VILLAGE OF PALM SPRINGS VEHICLE AVAILABILITY & BEDROOMS BY TENURE					
VEHICLE AVAILABILITY BY HOUSEHOLD			**NUMBER OF BEDROOMS BY HOUSEHOLD**		
Owner occupied:	**4,135**	**Number of Bedrooms**	**Owner occupied:**	**4,135**	**Vehicles Available**
No vehicle available	168	0	No bedroom	28	0
1 vehicle available	1,338	0, 1 & 2	1 bedroom	451	0 & 1
2 vehicles available	1,581	2 & 3	2 bedrooms	1,259	1 & 2
3 vehicles available	719	3 & 4	3 bedrooms	1,987	2 & 3
4 vehicles available	191	4	4 bedrooms	306	3 & 4
5 or more vehicles available	138	5 or More	5 or more bedrooms	104	5 or More
Renter occupied:	**4,592**	**Number of Bedrooms**	**Renter occupied:**	**4,592**	**Vehicles Available**
No vehicle available	357	0	No bedroom	74	0
1 vehicle available	1,778	0, 1 & 2	1 bedroom	1,058	0 & 1
2 vehicles available	1,791	2 & 3	2 bedrooms	2,710	1 & 2
3 vehicles available	427	3 & 4	3 bedrooms	657	3 & 4
4 vehicles available	145	3 & 4	4 bedrooms	61	4 & 5
5 or more vehicles available	94	5	5 or more bedrooms	32	5

American Community Survey (2023) U.S. Census Bureau. Tenure by Vehicles Available (Table ID B25044; Dataset ACSDTS5Y2023) Tenure by Bedrooms (Table ID: B25042, Dataset ACSDT5Y2023)

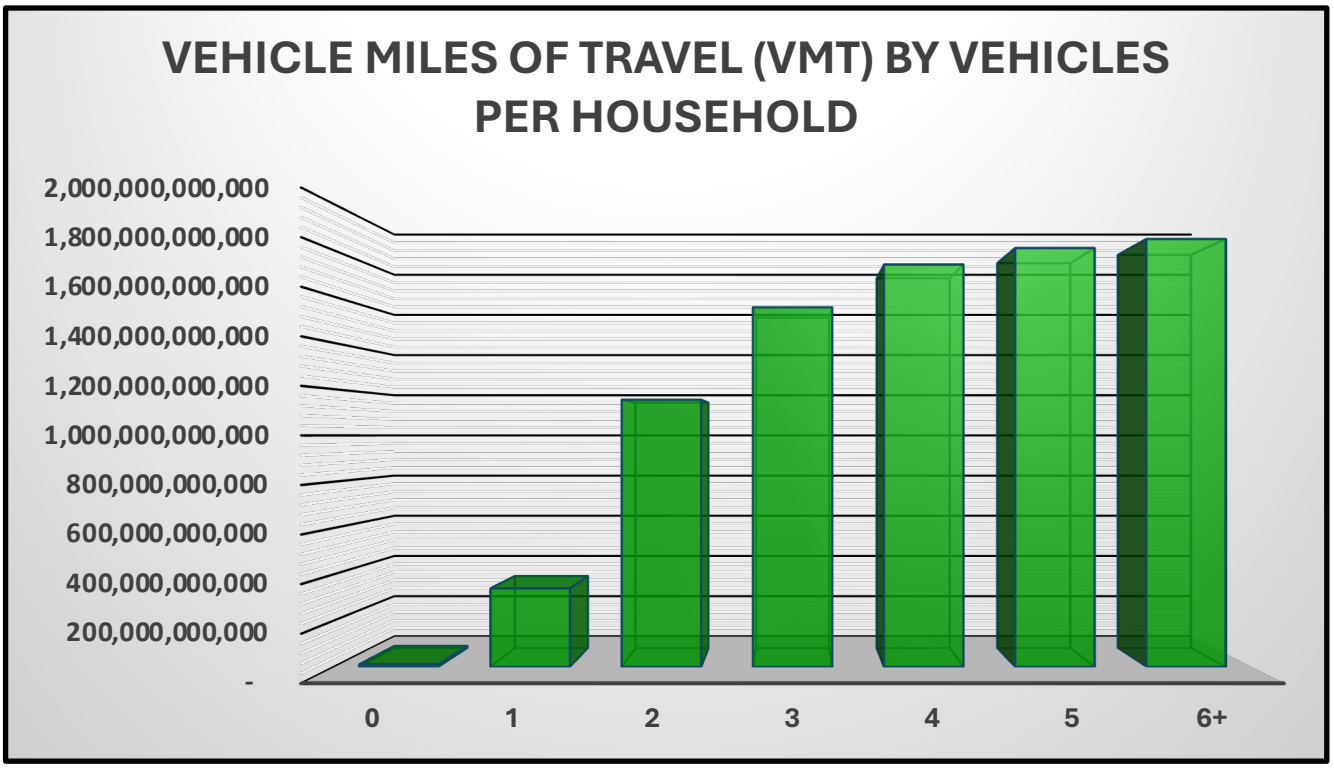
APPENDIX O: VILLAGE OF PALM SPRINGS RESIDENTIAL SIZE AND BEDROOMS				
SINGLE FAMILY DETACHED RESIDENTIAL				
SQUARE FOOTAGE THRESHOLDS	UNITS	BEDS	SQ. FT.	BEDS PER UNIT
UNDER 750	139	260	80,071	1.87
750 to 1,000	342	779	302,879	2.28
1,001 to 1,250	664	1,769	755,860	2.66
1,251 to 1,500	662	1,946	907,573	2.94
1,501 to 2,000	754	2,336	1,276,044	3.10
2,001 to 2,500	175	604	385,250	3.45
2,501 to 3,000	47	167	126,203	3.55
ABOVE 3,000	20	81	69,111	4.05
TOTAL	2,803	7,942	3,902,991	2.83
Palm Beach County Property Appraiser (2025)				
CONDOS				
SQUARE FOOTAGE THRESHOLDS	UNITS	BEDS	SQ. FT.	BEDS PER UNIT
UNDER 750	688	688	454,121	1.00
750 to 1,000	1,347	2,181	1,161,731	1.62
1,001 to 1,250	120	303	137,200	2.53
ABOVE 1,250	7	14	9,973	2.00
TOTAL	2,162	3,186	1,763,025	1.47
Palm Beach County Property Appraiser (2025)				
TOWNHOMES				
SQUARE FOOTAGE THRESHOLDS	UNITS	BEDS	SQ. FT.	BEDS PER UNIT
UNDER 1,000	166	332	157,712	2.00
1,001 to 1,250	778	1,575	924,934	2.02
1,251 to 1,500	361	867	474,127	2.40
ABOVE 1,500	696	2,088	1,112,208	3.00
TOTAL	2,001	4,862	2,668,981	2.43
Palm Beach County Property Appraiser (2025)				

APPENDIX P

2022 National Household Travel Survey: Household Vehicles

APPENDIX W: VEHICLE TRAVEL BY VEHICLES PER HOUSEHOLD				
VEHICLES PER HOUSEHOLD	VEHICLE MILES OF TRAVEL (VMT)	NUMBER OF VEHICLES	VEHICLE MILES OF TRAVEL (VMT) BY VEHICLE	VEHICLE TRIPS
0	11,372,173,826	10,712,489	1,062	1,218,005,495
1	339,528,289,749	52,983,526	6,408	37,848,465,640
2	1,153,966,493,312	101,330,783	11,388	107,495,730,889
3	1,553,440,953,418	118,190,063	13,144	139,181,106,950
4	1,737,878,563,271	124,442,056	13,965	154,665,877,904
5	1,809,057,731,375	126,252,817	14,329	158,697,931,515
6+	1,848,031,458,832	127,544,707	14,489	160,953,195,395

Source: 2022 National Household Travel Survey (NHTS)



APPENDIX Q

Mobility Fee Comparison

APPENDIX Q: VILLAGE MOBILITY FEE COMPARED WITH COUNTY ROAD IMPACT FEE	VILLAGE OF PALM SPRINGS (VPS)		PALM BEACH COUNTY (PBC)		COMPARISON	
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE	EXISTING UNIT OF MEASURE (UOM)	EXISTING ROAD IMPACT FEE	HIGHER OR LOWER	% DIFFERENCE
Residential Uses						
Residential Dwelling (attached, detached, duplex, group, row, multiple-family, single-family)	per 1,000 Sq. Ft.	$3,659	per residential unit	$5,597.40	Lower	-34.6%
Single Family Detached Example (1,500 sq. ft.)	*per 1,000 Sq. Ft.*	*$5,489*	*per residential unit*	*$5,597.40*	Lower	-1.9%
Mult-Family Residential Apartment Example (900 sq. ft.)	*per 1,000 Sq. Ft.*	$3,293	*per residential unit*	$3,537.80	Lower	-6.9%
Institutional Uses						
Community Serving (Center, Club, Clubhouse, Lodge, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$2,598	per 1,000 sq. ft.	$2,673.60	Lower	-2.8%
Long Term Care (Adult Day Care, Assisted Living, Continuum of Care Facility, Group Care, Nursing Home)	per Bed	$664	per Bed	$677.02	Lower	-1.9%
Private Education (Afterschool, Child Care or Day Care, K-12, Pre-K, Trade School, Tutor)	per Student	$753	per Student	$761.21	Lower	-1.1%
Commercial Recreation Facility Uses						
Outdoor Recreation (Fields, Fitness, Multi-Purpose, Sports)	per Acre	$7,719	--	--	--	--
Outdoor Recreation (Pickleball, Racquetball, Tennis Courts)	per Court	$12,056	per Court	$11,329.00	Higher	6.4%
Outdoor Recreation (Golf Course)	per Hole	$12,621	per Hole	$12,196.00	Higher	3.5%
Indoor Recreation (Fitness, Gym, Health, Indoor Amusement, Entertainment or Sports, Kids Activities or Fitness)	per 1,000 Sq. Ft.	$10,328	per 1,000 sq. ft.	$14,425.75	Lower	-28.4%
Industrial Uses						
Industrial (Heavy, Flex-Unit, Light, Micro-brewery, Self or Outdoor Storage, Utilities)	per 1,000 Sq. Ft.	$1,986	per 1,000 sq. ft.	$1,987.75	Higher	*-0.1%*
Office Uses						
Business (Business, Profession and Occupation, Business or Professional Service, Higher Education, Hospital)	per 1,000 Sq. Ft.	$4,362	per 1,000 sq. ft.	$4,464.26	Lower	-2.3%
Medical or Dental (Clinic, Dental, Health Service, Laboratory, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$9,960	per 1,000 sq. ft.	$10,308.45	Lower	-3.4%

APPENDIX Q: VILLAGE MOBILITY FEE COMPARED WITH COUNTY ROAD IMPACT FEE	VILLAGE OF PALM SPRINGS (VPS)		PALM BEACH COUNTY (PBC)		COMPARISON	
LAND USE CATEGORIES (DARK GREY), USE CLASSIFICATIONS, & REPRESENTATIVE USES (IN PARENTHESES)	UNIT OF MEASURE (UOM)	2025 MOBILITY FEE	EXISTING UNIT OF MEASURE (UOM)	EXISTING ROAD IMPACT FEE	HIGHER OR LOWER	% DIFFERENCE
Retail Sales and Service Uses						
Multi-Tenant Retail (Goods, Merchandise, Personal Services, Restaurant, Retail, Street Level Mixed-Use)	per 1,000 Sq. Ft.	$4,050	per 1,000 sq. ft.	$4,049.00	Lower	0.0%
Free-Standing Retail (Auto, Discount, Home Improvement, Superstore, Wholesale)	per 1,000 Sq. Ft.	$6,608	per 1,000 sq. ft.	$6,596.95	Lower	0.2%
High Impact Retail (Drinking Establishment, Financial Service, Full Service Restaurant, Grocery, Package Liquor, Pharmacy)	per 1,000 Sq. Ft.	$10,933	per 1,000 sq. ft.	$13,354.94	Lower	-18.1%
Convenience Retail (Convenience Store, Gas or Service Station)	per 1,000 Sq. Ft.	$43,449	per 1,000 sq. ft.	$48,334.10	Lower	-10.1%
Quick Service Restaurant (Carry Out, Delivery Oriented, Drive-In, Fast Casual, Fast Food)	per 1,000 Sq. Ft.	$40,773	per 1,000 sq. ft.	$40,105.46	Higher	1.7%
Non-Residential Additive Uses (All uses are additive except mobile residence and overnight lodging)						
Automotive Repair Establishment (Major or Minor Repair, Tires)	per Bay or Stall	$6,378	per bay	$6,340.97	Higher	*0.6%*
Commercial Use Drive-Thru (Convenience, Dry Cleaner, High Impact Retail, Retail)	per Lane	$16,099	--	--	--	
Financial Service Drive-Thru Lane or Free-Standing ATM (Banks, Credit Unions, Other Financial)	per Lane / ATM	$19,658	--	--	--	
Overnight Lodging (B&B, Hotel, Motel, Short Term Vacation Rental)	per Room	$3,040	per room	$2,329.67	Higher	*30.5%*
Quick Service Restaurant Drive Thru	per Lane	$43,774	--	--	--	
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), Travel Trailer (TT), MH, RV, and / or TT Park)	per Space / Lot	$2,037	per unit	$1,970.30	Higher	*3.4%*
Vehicle Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	$9,736	per position	$7,954.35	Higher	*22.4%*
Vehicle Cleaning (Automated, Carwash, Detailing, Self-Service, Wash, Wax)	per Lane or Stall plus per five (5) Stations	$15,351	per bay	$6,913.15	Higher	*122.1%*

This is the Last Page in the

Village of Palm Springs

Mobility Fee
Technical Report

July 2025

Prepared By:

NUE URBAN CONCEPTS

LAND USE • MOBILITY • PARKING • FEES

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