



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
FEBRUARY 12, 2026
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
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CONSENT AGENDA

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

1. **Approval of January 15, 2026, Village Council Regular Meeting Minutes:**

Motion to approve January 15, 2026, Village Council Regular Meeting.Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Approval of a Piggyback Agreement with Palm Beach County and Work Order #01 with Ranger Construction for Milling and Paving Work:** Motion to approve entering into a piggyback agreement with Ranger Construction Industries utilizing the Palm Beach County Engineering and Public Works Agreement Contract No. 2024050 - Milling and Resurfacing Continuing Services Construction. Additionally, approval of Work Order #01 is requested for the milling and paving work, as budgeted in FY26. Funding is available from Account Number 01441-55300.

Staff: Felipe Lofaso, Public Works Director

3. **Temporary Use Permit Agreement - Walmart - 4400 Forest Hill Boulevard:** Motion for approval of an application submitted by Robert Orr, "Agent for the Applicant," Kalos Services Inc., for a Temporary Use Permit Agreement for one (1) year with the intent of allowing construction staging area for the renovation project of the Walmart store located at 4400 Forest Hill Boulevard.

Staff: Iramis Cabrera, PZB Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

4. **Recognizing the Finance Department for receiving the Government Finance Officers Association (GFOA) Award**

Staff: Mara Frederiksen, Finance Director

5. **Proclamation Recognizing Florida Bicycle Month - March**

Staff: Lauren Bennett, Assistant Parks & Recreation Director

6. **Proclamation Recognizing Flood Awareness Week - March 9-15, 2026**

Staff: Iramis Cabrera, PZB Director

PUBLIC COMMENT (Three-minute limit)

PUBLIC HEARINGS

7. **(Quasi-Judicial Hearing) Resolution No. 2026-05 - Site Development Plan Amendment (SPR26-01) and Special Exception Use Amendment (PSSE26-01) — Banyan Palm Beach (f.k.a. The Retreat) — 4020 Lake Worth Road:** Motion to approve an application submitted by Mr. Jeffrey C. Lynee, agent for the applicants,

property owner, BCP Florida Holdings, LLC, and its tenant, Boca RI, LLC d/b/a Banyan Palm Beach (doing business nationally as “Banyan Treatment Centers”), (collectively the “Applicants”). The application seeks approval from the Village Council for a Site Development Plan Amendment (SPR26-01) and concurrently requests a Special Exception Use (PSSE26-01) to allow the increase of the number of approved beds from 65 to 88, and concurrently, revise the type of clinical treatment provided by Substance Use Disorder treatment to Mental Health Care.

Staff: Iramis Cabrera, PZB Director

Motion	Second	Vote
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8. **(Second Reading Continued from November 13, 2025 Council Meeting) Ordinance No. 2025-13 - Code Amendment — Chapter 78, Schedule of Fees — Establishment of the Utilities' Schedule of Fees by Village Council Resolution:** Motion for the approval of Ordinance No. 2025-13 to amend Chapter 78 - Utilities of the Village Code of Ordinances to modernize how the Village establishes and manages its utility rates, fees, and operating standards to improve administrative efficiency, transparency, and responsiveness to regulatory changes.
Staff: Jimmie Johnson, Utilities Director

Motion	Second	Vote
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9. **(Continued from November 13, 2025 Council Meeting) Resolution No. 2025-64 - Approve Water and Sewer Rate Increase:** Motion to approve Resolution No. 2025-64 for the adoption of a Rate Resolution establishing a 3% annual increase to the Village’s water and sewer rates beginning this year (FY 25/26) and continuing annually through FY 2030.
Staff: Jimmie Johnson, Utilities Director

Motion	Second	Vote
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10. **(Continued from November 13, 2025 Council Meeting) Resolution No. 2025-65 — Approve the Adoption of a Utility Policy and Procedure Manual:** Motion for the approval of Resolution No. 2025-65, adopting the Utility Policy and Procedure Manual (UB-PPM).
Staff: Jimmie Johnson, Utilities Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, MARCH 12, 2026, AT 6:30 PM**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

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

II. Persons with Disabilities:

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

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

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

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

III. Complaint Procedures:

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

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



VILLAGE COUNCIL MEETING MINUTES

VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE ▪ PALM SPRINGS, FLORIDA
JANUARY 15, 2026 AT 6:30 PM

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular meeting to order at 6:17 PM.

ROLL CALL

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

Absent: None

Also Present: Michael Bornstein, Village Manager; Christy Goddeau, Village Attorney; Kimberly M. Wynn, Village Clerk; Kim Glas-Castro, Assistant Village Manager; Peter Buhr, Acting Police Chief/Sergeant-In-Arms; Iramis Cabrera, Planning, Zoning, and Building Director; Jimmie Johnson, Utilities Director; Paul Ward, Assistant Utilities Director; Felipe Lofaso, Public Works Director; Timothy Crespo, Assistant Public Works Director; Lauren Bennett, Assistant Director of Library Services; Emeric Jeancome, Parks and Recreation Special Events Coordinator.

INVOCATION

Village Manager Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

The staff requested that Item #4, Resolution No. 2026-02, Authorization to Enter into Letter of Intent for the Cooperative Pursuit of a Village Town Center, and Item #6, Approve Contract for Construction Manager at Risk Services — Kaufman Lynn Construction - Utilities Operations Building Project — Task Order No. 331, be moved to the Public Hearings Agenda. These will now be Item #17 and Item #18, respectively.

Council Member Tieche moved to approve the Agenda as Amended. Mayor Pro Tem Ready seconded the motion. The motion passed unanimously.

CONSENT AGENDA

Mayor Smith opened the floor for public comment. There were none.

Vice-Mayor Schmitz moved to approve the Consent Agenda. Council Member Waller seconded the motion. The motion passed unanimously.

1. **Approval of December 11, 2025, Village Council Regular Meeting Minutes: Approve December 11, 2025, Village Council Regular Meeting Minutes.**

Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2026-03 — Approve Right-of-Way Deed — Coconut Road - 3715 Coconut Road: Motion for the approval of Resolution No. 2026-03 to approve a Right-of-Way Deed with Coconut Road to maintain a safe roadway for property owners and residents within the area that would accept property within the public access easement including a 18.5' cross-section containing the existing pavement for vehicular travel and provide for the future development of a drainage swale and sidewalk improvements.**

Staff: Iramis Cabrera, PZB Director

SUMMARY: In 2006, 2011, and 2012, Palm Beach County transferred parts of Coconut Road to the Village through annexations (Resolution No. 2012-55). The remaining road, from Canal 11 Road south to 540' north of 2nd Avenue North, is a public access easement (not platted as a right-of-way) granted by all abutting property owners and was not formally maintained by the County.

Note: The Village installed utility lines in 2011 and resurfaced the roadway.

To maintain a safe roadway for property owners and residents within the area, Village staff has received a proposed right-of-way deed that would accept property within the public access easement, including an 18.5' cross-section containing the existing pavement for vehicular travel, and would provide for the future development of a drainage swale and sidewalk improvements. During redevelopment or a significant improvement of an adjacent property, the Village will request a right-of-way dedication from the adjoining owners.

The Village has received three right-of-way deeds for consideration by the Village Council.

The Village Attorney prepared the right-of-way deeds, and the Planning, Zoning, & Building Director reviewed them. The Village Surveyor reviewed a sealed sketch and a legal description attached to the executed deed.

Note: For the deed to be accepted, approval by the Village Council is required. The Council will review the submitted right-of-way deeds. Upon approval, the deed is ready for the next step.

Following Village Council approval, the accepted right-of-way deed will be filed with the Palm Beach County Clerk of Courts to complete the process.

Fiscal Impact: The proposed right-of-way deed does not have a direct fiscal impact on the Village.

3. **Resolution No. 2026-04: Approve Resolution No. 2026-04 to approve Budget Amendment 1 for the Palm Springs Community Redevelopment Agency. This amendment increases the CRA budget by \$1,038,23, bringing the total to \$4,767,310. The change reflects the remaining fund balance as of September 30, 2025, and aligns the budget with projections.**

Staff: Mara Frederiksen, Finance Director

SUMMARY: The proposed resolution recommends increasing the Palm Springs Community Redevelopment Agency's annual budget by \$1,038,239.

The amendment allocates the FY 2025 fund balance to each CRA district:

<u>CRA District</u>	<u>FY 2026 Budget Amendment</u>	<u>Proposed FY 2026 Budget</u>
Congress Ave District	\$595,103	\$3,364,896
Lake Worth Road District	\$443,136	\$1,402,414
TOTAL		\$4,767,310

Note: Per Chapter 163.387(7), Florida Statutes, any fund balance left at the end of the fiscal year must be "appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan" or must be used to reduce indebtedness or must be returned to each taxing authority.

The Palm Springs CRA Community Redevelopment Plan outlines five economic development strategies to promote investment and revitalization. One strategy is to attract and recruit businesses. The proposed budget amendment supports this by allocating the FY2025 fund balance to the following initiatives:

The Redevelopment Incentive Program, or Property Improvement Grants, will assist Congress Avenue District property owners with connecting them to the new sanitary sewer line. It will also provide incentive funds in the Lake Worth Road District to support the development of the South Village (SoVi) Towncenter.

Funds are also reserved for land acquisition in the Congress Avenue District, pending agreement on a suitable purchase price for a key redevelopment site.

The Palm Springs CRA Board reviewed the proposed budget amendment on January 15, 2026, and approved it for Village Council consideration.

Fiscal Impact: The proposed resolution amends the FY 2026 Palm Springs CRA operating budget to reconcile the fund balance as of September 30, 2025 (FY 2025). This amendment increases the budget by \$1,038,239, resulting in a total of \$4,767,310.

Note: The proposed amendment will produce an amended Village budget totaling \$88,997,279.

4. **(MOVED TO ITEM #17) Resolution No. 2026-02 - Authorization to Enter into Letter of Intent for the Cooperative Pursuit of a Village Town Center: Approve Resolution No. 2026-02, authorizing the Village Manager, or his designee to execute Letters of Intent for the Cooperative Pursuit of a Village Town Center with property owners in the South Village Area for the purpose of facilitating the assemblage of properties for redevelopment as envisioned in the Urban Village Overlay.**

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Urban Village Overlay provides form-based development regulations to create a new town center along 2nd Avenue North and Davis Road in the "South Village". The South Village area consists of 113 parcels with 61 different property owners. It would be advantageous for the Village and CRA to join with the property owners to create an assemblage.

A land assemblage is a redevelopment tool that combines multiple small parcels into a single larger development site for the purposes of marketing and selling the entire collection of properties. An assemblage creates opportunities for increased development potential, and also increases investment interest in reducing negotiation time and reducing risk for the developer.

An aggregation of the properties in the South Village facilitates the Village Council and CRA's vision for a pedestrian-oriented mixed-use town center. As part of the Village and CRA are able to offer incentives to a developer who will help create the desired form of redevelopment reducing developer costs and increasing their return on investment. For property owners, the land assemblage enhances the value of the individual parcels by increasing usability and development yield potential.

The proposed Letter of Intent for the Cooperative Pursuit of a Village Town Center ("LOI") provides a means to assemble the property owners for the common pursuit of a developer and streamlined negotiations.

The Village staff is seeking Village Council authorization for the Village Manager or Assistant Village Manager to execute these LOIs, on behalf of the Village, as property owners in the South Village area express an interest in joining an assemblage to collectively seek a purchase offer for all the parcels in the area.

The Village Manager, Mr. Bornstein, presented this item. The item was pulled to request that the Council amend their motion to give the Village Manager and Assistant Village Manager authority with oversight from the Village Attorney to make minor changes to the Letter of Interest (LOI) before it is distributed to stakeholders.

Mayor Smith opened the floor to public comment. The Council asked about an expedited permitting process.

Council Member Tieche moved to approve an amended motion to authorize the Village Manager and Assistant Village Manager to make changes to the Letter of Intent (LOI), working with the Village Attorney. Mayor Pro Tem Ready seconded the motion. The motion carries 5-0.

5. **Construction Agreement with RMJ Contractors Inc. for the Village Hall Second Floor Flex-Space Buildout Project: Approve entering into a Minor Construction Agreement with RMJ Contractors, Inc at a cost not to exceed \$177,225.00 for the Village Hall Second Floor Flex-Space Buildout.**

Staff: Felipe Lofaso, Public Works Director

SUMMARY: The development of the second-floor west wing of Village Hall into a multi-functional office space is crucial for supporting the Village's future organizational needs and growth. Currently used as flex-space, this area will be transformed to accommodate additional offices, a conference room, storage, and a copy room. In FY 2025, the Village engaged WGI, Inc. as architects to design the space and provide permit-ready construction plans. On October 8, the Village advertised the flex-space build-out project (ITB 2025B-011) for bid, and on November 14, 2025, received a total of 11 bid proposals.

After review of the proposals received, RMJ Contractors was determined to be the lowest, most responsive, and responsible bidder and is being recommended for award of the contract. Construction is anticipated to begin in February 2026 and will take approximately 5 months to complete. The contract is being awarded at a cost not to exceed \$177,225.00 which includes a \$15,000 contingency. The FY 2026 budget for this project is \$200,000.

Fiscal Impact: The Agreement for the construction of the Village Hall 2nd Floor Flex-Space Buildout is at a cost not to exceed \$177,225.00 inclusive of \$15,000.00 contingency, and is being funded from the General Fund Account–56200

6. **(MOVED TO ITEM #18) Approve Contract for Construction Manager at Risk Services — Kaufman Lynn Construction — Utilities Operations Building Project — Task Order No. 331: Approve a Contract for a Construction Manager at Risk Services with Kaufman Lynn Construction for the Utilities Operations Building Project**

Staff: Jimmy Johnson, Utilities Director

SUMMARY: The Utility department is requesting approval of a Contract for Construction Manager at Risk Services with Kaufman Lynn Construction, Inc. to provide pre-construction and construction services for the Utilities Operations Building, as well as a guaranteed maximum price (GMP) of the construction costs.

As Construction Manager for the Village, Kaufman Lynn will work with the architect, Currie Sowards Aguila Architects, CHA Consulting, and the Villages Project Management Team to review construction drawings, specifications, and schedules, and to provide constructability and value engineering recommendations on design and materials within the Village's approved budget.

Kaufman Lynn has a team of highly qualified pre-construction design professionals and experienced construction supervisors/project managers. In addition to preparing a construction budget, as Construction Managers, they will assist in procuring all materials and supplies via Village procedures, take the lead in bidding and awarding all trade contracts, provide full-time staff to coordinate and direct construction, and represent Village interests in maintaining the project schedule and cost controls.

Compensation for Construction Manager at Risk services includes:

- Pre-Construction Services — \$65,000.00
- Construction Services — To be included in GMP (subject to contract amendment approved by Village Council)

Note: On September 15, 2025, the Village issued a Request for Proposals (RFP) for the Construction Manager at Risk Services (RFP 2025R-005). The purpose of this RFP was to award a contract to one company to provide the Village with pre-construction and construction services for the Utilities Operations Building.

As a result, the Village received five (5) responses:

- Di Pompeo Construction Corporation
- D Stephenson Construction Inc.
- Kaufman Lynn Construction
- Proctor Construction Company
- Gulf Building

The six members of the Construction Manager at Risk Evaluation Committee, appointed by the Village Manager, included representatives from the Utilities, Public Services, and Planning, Zoning & Building Department, which met on October 24, 2025, to review each submittal. Each firm's response was evaluated and scored based on:

Related Building Experience:

- The Volume of Previous Work
- Pre-Construction Services Staff
- Construction Services Staff
- Knowledge of the site and local conditions

Based on the collective scoring of the proposal packages, the Committee unanimously determined that the top four (4) ranked firms should be invited to present and participate in an interview with the Evaluation Committee before final selection. Each firm presented relevant qualifications followed by a question-and-answer period.

The four firms selected were:

- Gulf Building
- Kaufman Lynn Construction
- Proctor Construction Company
- D Stephenson Construction Inc.

The Procurement Department scheduled interviews with the four (4) firms for November 20, 2025. Based on the total score and ranking from the qualification package and interviews, the Committee selected Kaufman Lynn Construction as the firm to recommend to the Village Council for approval to enter contract negotiation.

Fiscal Impact: Funding to support a construction manager at risk for the Utilities Operations Building is available in FY2026 Budget account No. 41336-56200

The Village Attorney, Mrs. Goddeau, presented this item. She advised that the staff requested this item be moved due to minor changes to the contract. There may be more changes. She is requesting that Council authorize staff to negotiate the changes and to approve them.

Mayor Pro Tem Ready moved to approve with amendments, the Contract Construction Manager at Risk Services, agreements. Vice-Mayor Schmitz seconded the motion. The motion carries 5-0.

7. **Approve Change Order No. 001 – RL Pratt Water Treatment Plant Scada System Upgrades - Task Order No. 226 - Contract Time Extension – Florida Design Contractors: Approve Change Order No. 1 with Florida Design Contractors to extend the time of completion to 99 calendar days for the RL Pratt Water Treatment Plant SCADA System Upgrades. There are no additional costs associated with this request.**

Staff: Jimmy Johnson, Utilities Director

SUMMARY: On December 20, 2024, the Village Council approved the RL Pratt Water Treatment Plant Scada System Upgrades project — Task Order No. 226 — with Florida Design Contractors. A notice to proceed was issued on January 20, 2025, with a contract time of 270 days to substantial completion (October 17, 2025) and 330 days to final completion (December 16, 2025).

During the early phases of the project, several key activities, including preparing and reviewing required submittals and procuring specialized equipment, took longer than originally anticipated. In addition, extended vendor lead times for certain materials affected the overall project schedule and critical path.

As a result, Florida Design Contractors and the Utilities Department are requesting a 99 calendar-day contract time extension through Change Order No. 001.

- Original Contract — 270 days
- CO No. 001 Time Extension – 99 days
- Revised Contract Days – 369 days

If approved, the new substantial completion will be January 23, 2026, and the new final completion date will be March 24, 2026. No additional cost is associated with this request. Copies of the original contract documents are available at the Village Clerk's office.

Fiscal Impact: There is no fiscal impact associated with Change Order No. 001 - RL Pratt Water Treatment Plant Scada System Upgrades - Task Order No. 226 - Contract Time Extension - Florida Design Contractors.

8. **Continuation of FCT Grant Agreement (F2408) - Parks & Recreation Department - Florida Department of Environmental Protection: Approval necessary to continue the Grant Agreement with Florida Communities Trust, a Division of the Florida Department of Environmental Protection, originally entered into December 12, 2024.**

Staff: Juan Ruiz, Parks and Recreation Director

SUMMARY: Parks and Recreation staff requests Village Council approval to extend the Florida Communities Trust (FCT) grant agreement with the Florida Department of Environmental Protection. The original agreement was effective December 12, 2024, and expired December 13, 2025.

The Village Commons Park redevelopment project, funded by the grant, is a significant initiative to create a vibrant public space for residents and visitors. The property improvements specific to this grant agreement include several amenities, such as:

1. A playground to engage children and families.
2. An outdoor picnic pavilion will host community gatherings and events.
3. A water feature will enhance the park and attract visitors.
4. Public seating areas allow relaxation for all users.

Connectivity to the existing park-to-park connector trail along the eastern edge of Village Park will improve access and encourage non-motorized transportation. Approving the extension extends it by 6 months, setting a new expiration date of

June 12, 2026. This extension is necessary to ensure adequate time to complete park improvements and to address any unforeseen project delays.

Fiscal Impact: The Grant Agreement for \$854,000 from the Florida Department of Environmental Protection’s Florida Communities Trust program reimburses the Village for costs associated with acquiring the former First Presbyterian Church property at 275 Alameda Drive.

9. **Crossing Guard Appreciation Day, February 6, 2026 - Recognizing the Village of Palm Springs Crossing Guards with a proclamation.**

Staff: Kimberly Wynn, Village Clerk

10. **Appointments to the Fallon Scholarship Committee: Approve the appointment of two (2) members to the Fallon Scholarship Committee.**

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Two (2) vacancies have opened on the Fallon Scholarship Committee following the resignations of Library Services Director Ms. Josefina Maliska and Police Chief Thomas Ceccarelli.

The Village Manager, Mr. Michael Bornstein, recommends Mrs. Lauren Bennett, Assistant Parks and Recreation Director, and Captain Rogelio Torres to serve on the Fallon Scholarship Committee.

The Staff requests that the Village Council approve Mrs. Bennett and Captain Torres for the Fallon Scholarship Committee.

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

End of Consent Agenda....

PRESENTATIONS

11. **Martin Luther King, Jr. Day Proclamation: Recognizing Martin Luther King Jr. Day on January 19, 2026.**

Staff: Kimberly Wynn, Village Clerk

The Mayor presented a proclamation to Mrs. Lauren Bennett, Assistant Parks and Recreation Director, and Mr. Emeric Jeancome, Special Events Coordinator, who accepted it on behalf of Parks and Recreation and the Library Services Department.

12. **2025 Holiday Decorating Awards: Presentation of 2025 Holiday Decorating Awards**

Staff: Juan Ruiz, Parks and Recreation Director

SUMMARY: The Village received a total of thirty-two (32) entries to participate in the 2025 Holiday Decorating Contest this year. Numerous people served as judges and visited each location on December 17, 2025, to evaluate each entry on a scale of 1 to 5, with 5 being the most desirable. The entries competed in five (5) categories that included: (1) Judges' Choice, (2) Most Creative Use of Lights, (3) Best Inflatable Display, (4) Best Holiday Spirit, and (5) Best Themed. The contest winners received:

- First Place: \$125.00
- Second Place: \$100.00
- Third Place: \$75.00

A total of fifteen (15) residential winners were selected. All winners have received invitations to attend the Council Meeting and receive their awards.

Fiscal Impact: Funds for this contest are available within the FY 2026 General Fund Budget - Parks and Recreation Department.

Mrs. Lauren Bennett, Assistant Director of Parks and Recreation, and Emeric Jeancome, Special Events Coordinator, presented the item.

PUBLIC COMMENT

Mayor Smith opened the floor for public comment. There were no public comments.

REGULAR AGENDA

13. **Village Manager Annual Review**

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The annual performance review for the Village Manager, Michael Bornstein, will be discussed.

The Village Council provided its comments about its review of the Village Manager's performance. They are happy with the positive changes made around the Village, and the improvement in staff morale. The Council complimented Mr. Bornstein on the projects that are being completed. They recognized him for his work with the Central Alliance (a partnership among multiple city leaders), and working with Palm Beach County to move things along.

At this point, the Village Manager, Mr. Bornstein, gave his comments. He recognized the Assistant Village Manager, Mrs. Glas-Castro, and his team for

their work, skills, and talents.

Council Member Tieche moved to approve a 5% annual increase for the Village Manager. Vice-Mayor Schmitz seconded the motion. The motion carried 5-0.

PUBLIC HEARINGS

14. **(Second Reading) Ordinance No. 2025-11 - Comprehensive Plan Amendment — Urban Village Overlay: Motion to approve proposed text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed-use (re)development projects.**

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: Village staff is proposing text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed (re)development projects.

The original focus of the proposed overlay was to establish form-based code provisions to create a "main street" development pattern along 2nd Avenue North to implement the "South Village" vision. The Overlay provides 1) development standards to create a setting of buildings oriented towards 2nd Avenue North with pedestrian amenities, including outdoor seating and pocket parks, and 2) use requirements to activate the ground-floor with restaurants, shops and personal services.

In recognition of other opportunity sites within the Village, the draft provisions were expanded with two other sub-districts: one oriented to larger properties or assemblages of 15 acres or more (the "Urban Renewal" sub-district), and one oriented to smaller infill parcels of 5 acres (the "Urban Mixed Use Commercial" sub-district). The Urban Renewal sub-district targets development of sufficient size to create a stand-alone project that is designed to create open spaces, pedestrian areas and connectivity between buildings. Local examples of a redevelopment project developed pursuant to the Urban Renewal Code allowance are Renaissance Commons in Boynton Beach or Downtown at the Gardens in Palm Beach Gardens. The Urban Mixed Use Commercial District targets infill parcels that are developed with a single mixed-use building with activated ground-floor uses.

The Urban Village Overlay is applicable to properties within the Commercial Renewal land use category, and select parcels are being designated with the Overlay at this time (see Map FLU 2.4.9). Within the proposed land development regulations (which is the subject of another agenda item), sub-districts are assigned to the Overlay parcels. The property owners/developers of parcels

designated with the Overlay may voluntarily "opt in" to the form-based code provisions outlined to encourage vertically-integrated mixed-use projects, or they may continue to follow the provisions of the Commercial Renewal district.

If a property owner/developer chooses to utilize the Overlay, the development standards of the Overlay prevail over the standards of the underlying Commercial Renewal zoning district, and in exchange for building vertically-integrated mixed-use projects, bonus density/intensity may be granted without the need for a comprehensive plan amendment.

On September 25, 2025, Community Redevelopment Agency meeting, Village Consultant, Kevin Crowder, BusinessFlare, presented the findings of the Economic Feasibility Analysis performed for South Village and the other key opportunity sites, which identified market support for the proposed increases in density and intensity.

Note: Notifications were mailed to all property owners within the proposed sub-districts on October 29, 2025.

The comprehensive plan amendment was routed through Florida Commerce, Treasure Coast Regional Planning Council, and the State agencies for review. No adverse comments were received.

The proposed ordinance was approved on 1st reading by the Village Council during their November 13, 2025, meeting, and is being presented for 2nd and final reading.

Fiscal Impact: Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

The Assistant Village Manager, Mrs. Glas-Castro, was available to answer questions regarding Ordinance No. 2025-11.

The Village Clerk, Ms. Wynn, read the statement of advertisement into record. Mayor Smith opened the floor to public comment. There were none. The Village Attorney, Mrs. Goddeau, read the title of the caption to the record.

Council Member Waller moved to approve Ordinance No. 2025-11. Mayor Pro Tem Ready seconded the motion. A roll call vote was taken. The motion carried with the following vote: Vice-Mayor Schmitz — Yes; Mayor Pro Tem Ready — Yes; Council Member Tieche — Yes; Council Member Waller — Yes; and Mayor Smith. The motion carried 5-0.

15. **(Second Reading) Ordinance No. 2025-12 - Code Amendment — Chapter 34, Land Use - Urban Village Overlay:** Motion for the approval of Ordinance No. 2025-12 to amend the Village Code of Ordinances to provide additional incentives for redevelopment by amending Chapter 34 “Land Development”, Article IV “Land Use”, Division 7, “Supplemental Regulations”, to add a new Subdivision XXVIII “Urban Village Overlay”.

Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: The Village adopted revisions to the Land Development Regulations in June 2025 as a result of the Evaluation and Appraisal Report (EAR)-based comprehensive plan amendments and the "visioning" effort. At the public hearing for these code changes, the Village Council heard from a land use attorney who stated that the code provisions did not go far enough to allow the development depicted in the visioning perspectives to be realized.

The proposed code amendments, the Urban Village Overlay, provide form-based development regulations that a developer may opt to follow in exchange for additional (bonus) density and intensity, if they build vertical mixed-use projects that conform to the vision. Staff are proposing that the Urban Village Overlay be assigned to key opportunity sites as a pilot project, but it may be expanded to other properties designated with the Commercial Renewal category as development interest grows.

The Urban Village Overlay provides for:

- The designation of three sub-districts with varying code requirements for each: 1) South Village District, 2) Urban Renewal District, and 3) Urban Mixed-Use Commercial District
- Building placement within 15' - 20' of the principal street within the South Village and Urban Renewal districts
- Ground floor nonresidential uses with outdoor activity areas (outdoor seating, restaurant table service, etc.)
- No less than 5% of the site area provided as publicly accessible civic space integrated into the project (plazas, civic greens, pocket parks, etc.)
- Structured parking is expected to be ground floor nonresidential uses or with habitable space lining the garage.
- 8 stories or 110' in height
- A list of permitted (and prohibited) uses that differ from the Commercial Renewal zoning district
- Reduced parking requirements in consideration of the vertically-integrated mix of uses

Staff have provided these draft provisions to the development community for review and comment, and the provisions have been revised to address their

input. The proposed ordinance was considered by the Planning & Zoning Board at its November 12, 2025 meeting and its recommendation will be shared at the Village Council meeting.

Since first reading, the proposed code amendments have been revised to address comments from the industry. However, staff did not concur with all the suggestions that were received (for example, parking ratios were not further reduced.) The revisions are shown in strike-through and underline format.

The proposed ordinance was approved on 1st reading at the Village Council's November 13, 2025 meeting, and is being presented for 2nd and final reading.

Fiscal Impact: Adoption of revised land development regulations will provide additional incentive to facilitate redevelopment of underutilized and antiquated properties, resulting in an increase in the property valuation.

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

The Assistant Village Manager, Mrs. Glas-Castro, commented that the Urban Village Overlay is a proposed zoning option that allows developers to build taller, denser mixed-use projects if they follow specific design rules. Staff recommend starting the overlay at select key sites, with the option to expand it as interest grows. There were additional revisions made after first reading on November 12, 2025. The proposed code amendments have been revised to address comments from the industry. The staff did not concur with all the suggestions that were received, as parking ratios were not further reduced.

Mayor Smith opened the floor for Council and public comment.

1. Ms. Jordana Jarjura — 539 South Congress Avenue: Ms. Jarjura spoke on behalf of her client. She commented that the parking ratios are too high, and asked that the Village reconsider a lower ratio.

Mayor Smith asked about the proposed change to parking and our comparison with other cities. Mrs. Glas-Castro responded that the code provides for a parking reduction, and other cities were reviewed.

Mayor Pro Tem Ready moved to approve Ordinance No. 2025-12. Council Member Waller seconded. A roll call vote was taken. The motion carried with the following vote: Vice-Mayor Schmitz — Yes; Mayor Pro Tem Ready — Yes; Council Member Waller — Yes; Council Member Tieche — Yes; and Mayor Smith — Yes. The motion carries 5-0.

16. **Resolution No. 2026-01 - Approval of a Sign Variance for Five Different Locations Within The Village's Right-Of-Way - LED Message Board Monument Signs at five locations of the Village's Right-Of-Way:** Motion for the approval of Resolution No. 2026-01 to approve an application submitted by Mr. Felipe Lofaso, Public Works Director for the Village of Palm Springs for six (6) Sign Variances (PSV26-01, PSV26-02, PSV 26-03, PSV 26-04, PSV 26-05 and PSV26-06), to install five (5) freestanding electronic monument signs with LED messaging board for public announcements to be located within five different locations of the Village's right-of-way.

Staff: Iramis Cabrera, PZB Director

SUMMARY: The Village is updating the message board monument signs throughout the gateways and main public facilities. As part of this update, the Village issued a Request for Qualifications (RFQ) to select qualified sign manufacturers for the design, engineering, construction, and installation of LED monument signs. After a selection process, the staff chose KENCO Signs as the vendor to work with designing and installing these signs.

Note: The first sign was installed at the entrance of Village Hall on Davis Road, where the previous monument sign was located. This LED sign received approval for three variances on June 12, 2025, under Resolution No. 2025-41.

To allow for the five additional monument signs, the Village is requesting six variances to permit deviations from its established standards:

Proposed Locations	Code Section	Request
1. 2nd Avenue N and Davis Road (northeast corner)	Section 1-2	PSV 26-01 – to allow a monument sign with a base narrower than the height of the sign
	Section 263(f)(2) 34-	PSV 26-02 – to allow the changeable copy area for the public use sign to be 100%, where the code limits it to not exceed 50%
2. 10th Avenue N and Davis Road (north side)	Section 327(b)(1) 34-	PSV 26-03 – to allow placement of the monument sign immediately adjacent to the right-of-way – 0' setback
	Section 34-267(g)	PSV 26-04 – to allow a 10' high monument sign, where the code limits to a maximum of 8' in height

3. 10 th Avenue N and Davis side Road (south)	Section 34-267(i)	PSV 26-05 – to allow multiple colors and varying messages, where the code limits changeable signs to monochromatic and a single message
4. Alameda Drive (adjacent to the sports fields)	Section 34-267(l)	PSV 26-06 – to allow graphics and logos where the code permits only text and numbers
5. Greenbrier Drive and Longfellow Drive (within the refurbished Gateway median)		

The staff is seeking approval for this variance application to proceed with the installation of the sign at these locations. The attached application outlines the requested variances along with justifications for their approval.

Fiscal Impact: The proposed variance is requested to minimize costs and maximize sign visibility. The construction of the sign by KENCO has already been approved and funded in FY 2025.

Mr. Lofaso, Public Works Director, advised that the Village is updating the message board monument signs throughout the gateways and main public facilities. Resolution No. 2026-01 will permit six (6) variances for five (5) message board signs throughout the Village.

Mayor Smith opened the floor for public comments. There were none.

Council discussed the rate of speed that the messages would appear, and where the signs would be located.

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

Vice-Mayor Schmitz moved to approve Resolution No. 2026-01. Council Member Tieche seconded the motion. The motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein updated Council on legislative bills discussed in Tallahassee. He attended sessions with Vice-Mayor Schmitz and Council Member Tieche. He updated the Council about the status of the Village’s three (3) appropriations.

At this point, the Palm Beach County Battalion Fire Chief, Ronald Martinez, gave an

update about Fire Rescue services in the Village for the month of December. He also commented that there were 31 new recruits scheduled to start within the week.

VILLAGE COUNCIL COMMENTS

The Council gave updates about their activities throughout the Village.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:16 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **January 15, 2026**. The minutes were formally approved and adopted by the Village Council on **February 12, 2026**.

Kimberly M. Wynn,

Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, FEBRUARY 12, 2026, AT 6:30 PM**



Village of Palm Springs

Executive Brief

AGENDA DATE: February 12, 2026

DEPARTMENT: Public Works

ITEM #2: Approval of the piggyback of the PBC Annual Milling and Resurfacing Agreement and Work Order #01 with Ranger Construction for Milling and Paving Work

SUMMARY: The Public Works Department maintains and upkeepes all Village public property and right-of-ways. Each year, road resurfacing is carried out as part of this ongoing maintenance responsibility to ensure the pavement remains safe and in good condition. Following the analysis of our recent pavement condition study, staff identified those roadway segments that will require milling and resurfacing.

In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, the Village's Public Works Department is seeking to utilize the Palm Beach County Contract for Annual Milling and Resurfacing (Project 2024-050) via piggyback with Ranger Construction Industries to perform the work for the Village. If authorized, Work Order #01 for milling and resurfacing for FY26 will be approved as part of this agenda item. Council previously approved this piggyback agreement in November 2024; however, the contractor did not return the fully executed and notarized paperwork, and it therefore became void.

Among the roadway segments scheduled for milling and resurfacing during FY 2026 are Tucker Road (From Forest Hill Boulevard to Dead End), Nelson Drive (From Prairie Road to Dead End), Choctaw Road (From Forest Hill Boulevard to Seminole Road), Prairie Lane (From Prairie Road to Dead End), and Floweva Street (From Congress Avenue to Laura Lane). The total cost of the work is \$183,480.00 and will be issued under Work Order #01.

FISCAL IMPACT:

The approval of the piggyback of the PBC Annual Milling and Resurfacing contract along with Work Order #01 with Ranger Construction Industries is being funded through account #01441-55300 in an amount not to exceed \$183,480.00. Total budgeted funds for milling and resurfacing for FY26 is \$200,000.

ATTACHMENTS:

1. Agreement - Ranger Piggyback updated 1.26.2026
2. EXHIBIT A - Work Order #01 Ranger Construction
3. Authorization to Piggyback-VOPS
4. 2024050 Award Recommendation Package
5. 2024050 - Amendment 1- CONTRACT EXTENSION

AGREEMENT FOR MILLING AND RESURFACING
(Utilizing the Palm Beach County Annual Milling and Resurfacing Contract)

THIS AGREEMENT FOR MILLING AND RESURFACING (“Agreement”) is made as of _____, by and between by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida (“VILLAGE”), and **Ranger Construction Industries, Inc.**, 1645 North Congress Ave, West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform milling and resurfacing projects for the VILLAGE; and,

WHEREAS, Palm Beach County through its competitive selection process awarded a Contract for Annual Milling and Resurfacing Projects (Project 2024-050) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, by Amendment No. 1 (dated on or about November 13, 2025), the CONTRACTOR and Palm Beach County have amended their contract to extend the term to **July 1, 2027** (“PBC Contract”); and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has agreed to allow the VILLAGE to piggy-back on the CONTRACTOR’s PBC Contract for performing milling and resurfacing projects based on the pricing and terms and conditions of the PBC Contract; and,

WHEREAS, the VILLAGE has reviewed the CONTRACTOR’s pricing in the PBC Contract and has determined that the same is fair and reasonable; and,

WHEREAS, the VILLAGE finds entering this Agreement with the CONTRACTOR is in the best interests of the Village of Palm Springs.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract. The PBC Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The VILLAGE shall have all rights and obligations of Palm Beach County under the PBC Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the PBC Contract unless earlier terminated in accordance with the PBC Contract terms. This Agreement may be extended by the VILLAGE Manager consistent with extensions of the PBC Contract.
3. Not to Exceed Amount. While the CONTRACTOR is not guaranteed that the VILLAGE will utilize this Agreement for any services, if the VILLAGE utilizes this Agreement for services, the not to exceed amount for this Agreement shall not exceed the duly budgeted and appropriate amount of funds as set by the Village Council.

4. Work Orders. When the VILLAGE identifies a need for the CONTRACTOR's services, the VILLAGE will request a proposal from the CONTRACTOR to provide the services requested at the unit prices set forth in the PBC Contract. 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 work order, attached hereto and incorporated herein as **Exhibit "A"** along with a copy of the CONTRACTOR's proposal. Upon receipt of the CONTRACTOR's proposed work order and proposal, the VILLAGE shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the VILLAGE Manager, if within their purchasing authority (currently not to exceed \$50,000), or the VILLAGE Council. If the work order is approved by the VILLAGE, the CONTRACTOR shall commence the identified services upon the VILLAGE's approval of the work 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 work order shall include (by reference) the plans and/or specifications provided by the VILLAGE to the CONTRACTOR.

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Any duly authorized amendments to this Agreement or authorized amendments to the scope of work of a VILLAGE issued Work Order(s);
- b. The Scope of Work of a VILLAGE issued Work Order(s);
- c. This Agreement; and,
- d. The PBC Contract (as amended).

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that all goods and services have been provided and rendered in conformity with the applicable Work Order and this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the VILLAGE. This certifies that all services have been properly performed and all charges have been invoiced to the VILLAGE. 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. The VILLAGE will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. 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.
- B. Except for any obligation of the CONTRACTOR to indemnify the VILLAGE, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

- C. 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.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The VILLAGE and the CONTRACTOR agree that this Agreement (and the other documents described herein) 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. 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.
- F. This Agreement may be executed 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. This Agreement may be executed electronically.
- G. 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.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. 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.
- J. 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:
 1. Keep and maintain public records required by the VILLAGE to perform the service.
 2. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this

Agreement and following completion of this Agreement if the Contractor does not transfer the records to the VILLAGE.

4. Upon completion of this Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the Contractor or keep and maintain public records required by the VILLAGE to perform the service. If the Contractor transfers all public records to the VILLAGE upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential 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 or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

K. SCRUTINIZED COMPANIES.

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 subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

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 subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors 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.

L. E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the VILLAGE upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded an Agreement 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.

M. **COMPLIANCE WITH SECTION 787.06.** By signing the Agreement 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 (2024).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Agreement for Milling and Resurfacing as of the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

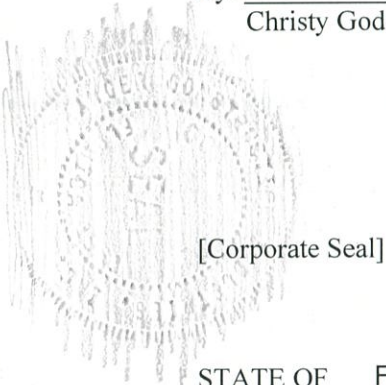
By: _____
Christy Goddeau, Village Attorney

CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES, INC.

By: Jamie R Timming Digitally signed by Jamie R Timming
DN: CN=Jamie R Timming
c=US, ou=RANGER CONSTRUCTION INDUSTRIES INC, c=US
Date: 2026.01.28 08:33:22-0500

Print Name: Jamie Timming

Title: Vice President



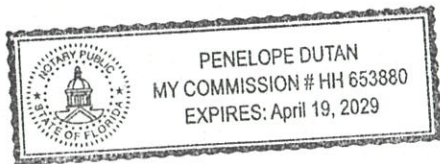
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 28th day of January 2026, by Jamie Timming, as the Vice President [title] of Ranger Construction Industries, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.



Notary Seal:



[Signature]
Notary Public Signature

EXHIBIT A
SAMPLE WORK ORDER
AGREEMENT FOR MILLING AND RESURFACING

WORK ORDER NO. _____

THIS WORK ORDER for Milling and Resurfacing (“Work Order”) is made on the _____, between the **Village of Palm Springs**, a Florida municipal corporation (“Village”) and **Ranger Construction Industries, Inc.**, 1645 North Congress Ave., West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida (“Contractor”).

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Sewer Rehabilitation Services project generally described as: _____ (the “Project”). The Project is more specifically described in the plans prepared by _____, dated _____, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the Village with construction services 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 services and work under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within _____ **calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties’ execution of this Work 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 services and 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 Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and 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 Work Order and the Contract Documents, and that the Village will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work 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 services and 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 (\$ _____) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a total not to exceed price of \$ _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the Village is: _____, phone: _____; email: _____.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work 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 work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; 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 Work Order price, within the Work 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 Warranty. The Contractor warrants and guarantees to the Village that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work 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 services and work performed under this Work 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 services and 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

This Work Order is issued pursuant to the Agreement for Milling and Servicing between the Village and the Contractor, dated [REDACTED], ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of work set forth herein shall take precedence.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No.
 as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES,
INC.**

By: **DO NOT SIGN - SAMPLE ONLY**

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or
 online notarization on this ____ day of _____ 2026, by _____,
as the _____ [title] of Ranger Construction Industries, Inc., a corporation
authorized to do business in the State of Florida, who is personally known to me or who has
produced _____ as identification, and who did take an oath under penalty
of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct,
and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR
to the same.

Notary Public Signature

Notary Seal:

EXHIBIT A
AGREEMENT FOR MILLING AND RESURFACING

WORK ORDER NO. 01

THIS WORK ORDER for Milling and Resurfacing (“Work Order”) is made on the _____, between the **Village of Palm Springs**, a Florida municipal corporation (“Village”) and **Ranger Construction Industries, Inc.**, 1645 North Congress Ave, West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida (“Contractor”).

1.0 Project Description:

The Village desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the Milling and Resurfacing project generally described as: Milling and paving Tucker Rd (Forest Hill Blvd to Dead end), Nelson Dr. (Prairie Rd to Dead end), Prairie Lane (Prairie Rd to dead end), Choctaw Rd. (Forest Hill Blvd to Seminole Rd), Floweva St. (Congress Ave to Laura Ln.) (the “Project”). The Project is more specifically described in the plans prepared by N/A, dated N/A, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the Village with construction services 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 services and work under this Work Order shall be within **60 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **75 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties’ execution of this Work 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 services and 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 Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and 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 Work Order and the Contract Documents, and that the Village will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work 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 services and 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 Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a total not to exceed price of \$ 183,480.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Contractor is Paige Weeks, phone: 561-793-9400; email: paige.weeks@rangerconstruction.com; and, the Project Manager for the Village is: Felipe Lofaso, phone: 561-301-7037; email: flofaso@vpsfl.org.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the Village Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the Village to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work 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 work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; 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 Work Order price, within the Work 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 Warranty. The Contractor warrants and guarantees to the Village that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work 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 services and work performed under this Work 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 services and 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

This Work Order is issued pursuant to the Agreement for Milling and Servicing between the Village and the Contractor, dated February 12, 2026, ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of work set forth herein shall take precedence.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. 01 as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

CONTRACTOR: RANGER CONSTRUCTION INDUSTRIES, INC.

By: Jamie R Timming
Digitally signed by Jamie R Timming
DN: CN=Jamie R Timming,
c=US, o=RANGER CONSTRUCTION INDUSTRIES INC, ou=US
Date: 2026.01.28 08:34:20-05'07'

Print Name: Jamie Timming

Title: Vice President



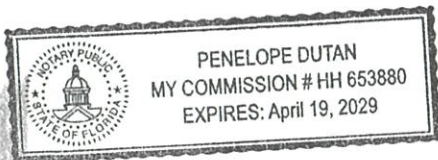
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 28th day of January 2026, by Jamie Timming, as the Vice President [title] of Ranger Construction Industries, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind CONTRACTOR to the same.



Notary Seal:



[Signature]
Notary Public Signature



Central Division (561) 793-9400
 101 Sansbury's Way (561) 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Contact: Felipe Lofaso	Date: 17-Dec-25 Phone: (561) 352 5631 Fax: Job Name: Resurfacing Village of Palm Springs Job Location: Village of Palm Springs Prop. Owned By:
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Tucker Rd. (From Forest Hill Blvd to dead end)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
	MOBILIZATION	1.000	LS	\$5,000.00	\$5,000.00
32	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	259.00	TN	\$170.00	\$44,030.00
29	Mill existing asphalt pavement <5,000 SY	2.00	1/2 d	\$8,900.00	\$17,800.00
28	Portable Milling machine	8.00	HR	\$400.00	\$3,200.00
	Bituminous adjustment (Dec 2025 index)				\$0.00
	TOTAL				\$70,030.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2024050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (4,313 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: <small>The above prices, specifications and conditions are satisfactory and are hereby accepted.</small> Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
---	---



Central Division (561) 793-9400
 101 Sansbury's Way (561) 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
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QUOTATION REQUEST

Submitted To: Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Contact: Felipe Lofaso	Date: 17-Dec-25 Phone: (561) 352 5631 Fax: Job Name: Resurfacing Village of Palm Springs Job Location: Village of Palm Springs Prop. Owned By:
---	---

Nelson Dr. (Prairie Rd. to dead end)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
	MOBILIZATION	1.000	LS	\$5,000.00	\$5,000.00
32	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	63.00	TN	\$170.00	\$10,710.00
29	Mill existing asphalt pavement <5,000 SY	1.00	1/2 d	\$8,900.00	\$8,900.00
28	Portable Milling machine	8.00	HR	\$400.00	\$3,200.00
	Bituminous adjustment (Dec 2025 index)				\$0.00
	TOTAL				\$27,810.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2024050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1,056 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: <small>The above prices, specifications and conditions are satisfactory and are hereby accepted.</small> Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
---	---



Central Division (561) 793-9400
 101 Sansbury's Way (561) 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Contact: Felipe Lofaso	Date: 17-Dec-25 Phone: (561) 352 5631 Fax: Job Name: Resurfacing Village of Palm Springs Job Location: Village of Palm Springs Prop. Owned By:
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Chocktaw Rd. from Forest Hill Blvd. to Seminole Rd.

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
	MOBILIZATION	1.000	LS	\$5,000.00	\$5,000.00
32	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	49.00	TN	\$170.00	\$8,330.00
29	Mill existing asphalt pavement <5,000 SY	1.00	1/2 d	\$8,900.00	\$8,900.00
28	Portable Milling machine	8.00	HR	\$400.00	\$3,200.00
	Bituminous adjustment (Dec 2025 index)				\$0.00
			TOTAL		\$25,430.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2024050
 - 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
 - 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (822 SY)
- Bituminous adjustment (Dec 2025 index)

ACCEPTED: <small>The above prices, specifications and conditions are satisfactory and are hereby accepted.</small> Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
---	---



Central Division (561) 793-9400
 101 Sansbury's Way (561) 790-4332
 West Palm Beach, FL 33411
 Phone: (561) 793-9400
 Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Contact: Felipe Lofaso	Date: 17-Dec-25 Phone: (561) 352 5631 Fax: Job Name: Resurfacing Village of Palm Springs Job Location: Village of Palm Springs Prop. Owned By:
---	---

Prairie Ln. from Prairie Rd. to dead end

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
	MOBILIZATION	1.000	LS	\$5,000.00	\$5,000.00
32	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	74.00	TN	\$170.00	\$12,580.00
29	Mill existing asphalt pavement <5,000 SY	1.00	1/2 d	\$8,900.00	\$8,900.00
28	Portable Milling machine	8.00	HR	\$400.00	\$3,200.00
	Bituminous adjustment (Dec 2025 index)				\$0.00
TOTAL					\$29,680.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2024050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1228 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: <small>The above prices, specifications and conditions are satisfactory and are hereby accepted.</small> Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
---	---



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QUOTATION REQUEST

Submitted To: Village of Palm Springs Address: 226 Cypress Lane Palm Springs, FL 33461 Contact: Felipe Lofaso	Date: 17-Dec-25 Phone: (561) 352 5631 Fax: Job Name: Resurfacing Village of Palm Springs Job Location: Village of Palm Springs Prop. Owned By:
---	---

Floweva St. from Congress Ave. to Laura Ln.

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
	MOBILIZATION	1.000	LS	\$5,000.00	\$5,000.00
32	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	79.00	TN	\$170.00	\$13,430.00
29	Mill existing asphalt pavement <5,000 SY	1.00	1/2 d	\$8,900.00	\$8,900.00
28	Portable Milling machine	8.00	HR	\$400.00	\$3,200.00
	Bituminous adjustment (Dec 2025 index)				\$0.00
			TOTAL		\$30,530.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2024050
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (1311 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: <small>The above prices, specifications and conditions are satisfactory and are hereby accepted.</small> Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
---	---



November 13, 2024

Timothy A Crespo Jr
Public Work superintendent
Village of Palm Springs
360 Davis Rd
Palm Springs, FL 33461

RE: Palm Beach County Annual Milling & Resurfacing Contract (Project No. 2024050)

Dear Timothy A Crespo Jr,

Ranger Construction Industries authorizes the Village of Palm Springs to piggyback the Annual Milling & Resurfacing Contract (Project No. 2024050) that we have active with Palm Beach County. Ranger will honor its pricing provided to Palm Beach County for the Village of Palm Springs under the terms and conditions of the contract.

Sincerely,

Jamie Timming
Vice- President

Ranger Construction Industries



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marcy Woodward
Sara Baxter
Mack Bernard

County Administrator


Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

DATE: March 22, 2024

TO: M&M Asphalt Maintenance, Inc. d/b/a All County Paving
Halley Engineering Contractors, Inc.
Ranger Construction Industries, Inc.

FROM: Morton L. Rose, P.E., Director, Roadway Production Div. 

RE: **AWARD RECOMMENDATION
MILLING & RESURFACING CONTINUING
SERVICES CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO.: 2024050**

Based on bid results and EBO compliance review, Engineering & Public Works recommends award of the above referenced contract to **M&M Asphalt Maintenance, Inc. d/b/a All County Paving, Halley Engineering Contractors, Inc., and Ranger Construction Industries, Inc.**

The enclosed Award Recommendation will be posted at the Engineering & Public Works Department / Roadway Production Division reception area on the 3rd Floor at 2300 North Jog Road, West Palm Beach, Florida on March 25, 2024 and to

<http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx>

If your office wishes to protest the award recommendation, you may do so by addressing your protest to Ms. Melody Thelwell, Director, Palm Beach County Purchasing Department, 50 South Military Trail, West Palm Beach, Florida 33415. Failure to submit a protest to the Director of Purchasing within five (5) business days after posting of the Award Recommendation, as prescribed in Section 2-55(b) of the Palm Beach County Code, shall constitute a waiver of proceedings under the referenced County Code.

We thank you for your continued interest in bidding Palm Beach County projects.

enc: Bid Tabulations
EBO Compliance Review

ec: David L. Ricks, P.E., County Engineer
Joanne M. Keller, P.E., Deputy County Engineer
Steven B. Carrier, P.E., Assistant County Engineer



Kathleen O. Farrell, P.E., Assistant Director, Roadway Production Division
Maroun Azzi, P.E., Thoroughfare Roads Manager, Roadway Production Division
Carlos Bojorge, P.E., Special Projects Manager, Roadway Production Division
Kristine Frazell-Smith, P.E., Local Roads Manager, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Harvey Phillips III, Project Coordinator I, Roadway Production Division
Kenny Rampersad, Director, Administrative Services Division
Danny Ramlalsingh, Fiscal Manager, Administrative Services Division
Yicel Corcino, Financial Analyst II, Administrative Services Division
Susan Hudson, Financial Analyst, Administrative Services Division
Albert Hoffman, Director, Construction Coordination Division
Motasem Al-Turk, P.E., Director, Traffic Engineering Division
Fattoush Jafar, Sr. P.E., Traffic Engineering Division
Adam Faustini, Director, Road & Bridge Division
Ali Bayat, Director, Water Utilities Department
Fernando DelDago, CID Director, Facilities Development and Operations
Jennifer Cirillo, Director, Parks & Recreation Department
Deborah Drum, Director, PBC ERM
Brenda Znachko, Director, Contract Development and Control Division, OFMB
Tonya Johnson, Director, Office of Equal Business Opportunity
Allen Gray, Manager, SBE Division, Office of Equal Business Opportunity
Angela Smith, Small Business Development Specialist III, SBE Division, OEBO
Melody Thelwell, Director, Purchasing Department
Tiffany Thomas, Contract Oversight Specialist, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney
Fay Reynolds, Legal Secretary, County Attorney's Office
Sean Reilly, Construction Coordinator, Traffic Division
Graciela MCAusland, Construction Coordinator, Traffic Division
Carl Bengtson, Manager, Streetscape Section



AWARD RECOMMENDATION
MILLING & RESURFACING CONTINUING SERVICES
CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO.: 2024050

Palm Beach County Engineering & Public Works recommends award to **M&M Asphalt Maintenance, Inc. d/b/a All County Paving, Halley Engineering Contractors, Inc., and Ranger Construction Industries, Inc.**, the lowest responsive, responsible bidders meeting all of the Equal Business Opportunity (EBO) ordinance requirements.

Rank	Bidder	Bid Amount	Footnotes
1	M&M Asphalt Maintenance, Inc. d/b/a All County Paving	\$67,593,026.50	1, 2
2	Halley Engineering Contractors, Inc.	\$75,943,600.00	1, 2
3	Ranger Construction Industries, Inc.	\$77,071,449.00	1, 2

- Footnotes:**
1. Recommended Awardee
 2. Responsive to the Entire Solicitation
 3. Non-responsive to the EBO Ordinance Mandatory API
 4. Non-responsive to other EBO Ordinance Requirements
 5. Bid order of ranking was affected by the Local Preference Ordinance

Enclosures: Office of Equal Business Opportunity Compliance Review Bid Tabulations

BID TABULATIONS MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRACT PBC PROJECT #2024050					Average of Bid Items for All Bidders	Engineer's Estimate	M&M Asphalt Maintenance, Inc. d/b/a All County Paving		Halley Engineering contractors, Inc.	
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount
EAST DISTRICT										
1	327-70	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$ 2.17	\$ 2.83	\$ 2.15	\$ 4,773,000.00	\$ 2.05	\$ 4,551,000.00
2	327-70	Mill Existing Asphalt Pavement (1.25")	2,220,000	SY	\$ 2.45	\$ 2.96	\$ 2.40	\$ 5,328,000.00	\$ 2.45	\$ 5,439,000.00
3	327-70	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$ 2.57	\$ 3.09	\$ 2.45	\$ 271,950.00	\$ 2.75	\$ 305,250.00
4	N/A	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$ 154.67	\$ 148.60	\$ 144.00	\$ 201,600.00	\$ 167.00	\$ 233,800.00
5	N/A	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$ 135.00	\$ 126.88	\$ 125.00	\$ 2,187,500.00	\$ 153.00	\$ 2,677,500.00
6	N/A	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$ 155.33	\$ 148.60	\$ 144.00	\$ 504,000.00	\$ 167.00	\$ 584,500.00
7	N/A	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$ 138.67	\$ 125.48	\$ 129.00	\$ 2,257,500.00	\$ 153.00	\$ 2,677,500.00
8	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$ 173.33	\$ 148.60	\$ 155.00	\$ 542,500.00	\$ 175.00	\$ 612,500.00
9	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$ 156.33	\$ 129.28	\$ 134.00	\$ 1,407,000.00	\$ 165.00	\$ 1,732,500.00
10	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$ 152.83	\$ 122.60	\$ 134.00	\$ 23,450,000.00	\$ 158.00	\$ 27,650,000.00
11	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$ 162.67	\$ 149.00	\$ 155.00	\$ 217,000.00	\$ 175.00	\$ 245,000.00
12	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$ 151.00	\$ 129.04	\$ 138.00	\$ 386,400.00	\$ 165.00	\$ 462,000.00
13	N/A	High Friction Surface Treatment	17,500	SY	\$ 46.00	\$ 45.00	\$ 60.00	\$ 1,050,000.00	\$ 34.00	\$ 595,000.00
SUBTOTAL (EAST DISTRICT)								\$ 42,576,450.00		\$ 47,765,550.00
WEST DISTRICT										
14	327-70	Mill Existing Asphalt Pavement (1")	370,000	SY	\$ 2.07	\$ 2.85	\$ 2.15	\$ 795,500.00	\$ 1.85	\$ 684,500.00
15	327-70	Mill Existing Asphalt Pavement (1.25")	370,000	SY	\$ 2.38	\$ 3.72	\$ 2.40	\$ 888,000.00	\$ 2.15	\$ 795,500.00
16	327-70	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$ 2.82	\$ 4.59	\$ 2.45	\$ 9,065.00	\$ 2.50	\$ 9,250.00
17	N/A	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$ 152.33	\$ 150.00	\$ 144.00	\$ 252,000.00	\$ 160.00	\$ 280,000.00
18	N/A	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$ 132.00	\$ 124.08	\$ 125.00	\$ 8,750,000.00	\$ 140.00	\$ 9,800,000.00
19	N/A	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$ 157.00	\$ 150.00	\$ 151.00	\$ 264,250.00	\$ 160.00	\$ 280,000.00
20	N/A	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$ 142.33	\$ 128.68	\$ 135.00	\$ 236,250.00	\$ 156.00	\$ 273,000.00
21	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 158.33	\$ 150.00	\$ 155.00	\$ 271,250.00	\$ 168.00	\$ 294,000.00
22	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$ 145.00	\$ 131.68	\$ 134.00	\$ 234,500.00	\$ 165.00	\$ 288,750.00
23	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$ 145.33	\$ 124.10	\$ 134.00	\$ 234,500.00	\$ 165.00	\$ 288,750.00

BID TABULATIONS					Average of Bid Items for All Bidders	Engineer's Estimate	M&M Asphalt Maintenance, Inc. d/b/a All County Paving		Halley Engineering contractors, Inc.	
MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRAC PBC PROJECT #2024050							Unit Price	Unit Price	Unit Price	Amount
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount
24	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 160.33	\$ 150.00	\$ 156.00	\$ 273,000.00	\$ 169.00	\$ 295,750.00
25	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 159.67	\$ 129.24	\$ 138.00	\$ 483,000.00	\$ 173.00	\$ 605,500.00
26	N/A	High Friction Surface Treatment	7,000	SY	\$ 46.00	\$ 45.00	\$ 60.00	\$ 420,000.00	\$ 34.00	\$ 238,000.00
SUBTOTAL (WEST DISTRICT)								\$ 13,111,315.00		\$ 14,133,000.00
EAST AND WEST DISTRICTS										
27	102-10	Off Duty Police Officer	700	HR	\$ 85.00	\$ 67.90	\$ 100.00	\$ 70,000.00	\$ 80.00	\$ 56,000.00
28	N/A	Portable Milling Machine	875	HR	\$ 375.00	\$ 260.00	\$ 225.00	\$ 196,875.00	\$ 500.00	\$ 437,500.00
29	327-70	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 6,616.67	\$ 5,285.00	\$ 7,950.00	\$ 1,470,750.00	\$ 3,000.00	\$ 555,000.00
30	327-70	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.48	\$ 2.97	\$ 2.45	\$ 1,813,000.00	\$ 2.50	\$ 1,850,000.00
31	327-70	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 2.78	\$ 3.14	\$ 2.65	\$ 245,125.00	\$ 3.20	\$ 296,000.00
32	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	\$ 163.00	\$ 137.20	\$ 135.00	\$ 2,362,500.00	\$ 184.00	\$ 3,220,000.00
33	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	\$ 161.67	\$ 127.68	\$ 133.00	\$ 4,655,000.00	\$ 173.00	\$ 6,055,000.00
34	N/A	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 8.43	\$ 5.00	\$ 3.00	\$ 105,000.00	\$ 20.00	\$ 700,000.00
35	N/A	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ (0.70)	\$ 3.38	\$ 0.01	\$ 350.00	\$ 1.00	\$ 35,000.00
36	425-5-A	Manhole Adjustment	1,750	EA	\$ 196.67	\$ 633.00	\$ 225.00	\$ 393,750.00	\$ 150.00	\$ 262,500.00
37	425-6	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 133.00	\$ 239.00	\$ 175.00	\$ 306,250.00	\$ 100.00	\$ 175,000.00
38	N/A	Box Out Shoulder (as per detail)	350	HR	\$ 230.00	\$ 172.00	\$ 150.00	\$ 52,500.00	\$ 300.00	\$ 105,000.00
39	N/A	Remove and Re-install Wheel Stops	963	EA	\$ 40.33	\$ 54.45	\$ 23.00	\$ 22,149.00	\$ 50.00	\$ 48,150.00
40	N/A	Bituminous Material (Prime Coat)	350	Gal	\$ 8.75	\$ 5.40	\$ 5.75	\$ 2,012.50	\$ 14.00	\$ 4,900.00
41	N/A	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 2,593.33	\$ 2,700.00	\$ 3,000.00	\$ 210,000.00	\$ 3,500.00	\$ 245,000.00
SUBTOTAL (EAST & WEST DISTRICTS)								\$ 11,905,261.50		\$ 14,045,050.00
TOTAL BID								\$ 67,593,026.50		\$ 75,943,600.00

BID TABULATIONS MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRACT PBC PROJECT #2024050					Ranger Construction Industries, Inc.	
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Amount
EAST DISTRICT						
1	327-70	Mill Existing Asphalt Pavement (1")	2,220,000	SY	\$ 2.30	\$ 5,106,000.00
2	327-70	Mill Existing Asphalt Pavement (1.25")	2,220,000	SY	\$ 2.50	\$ 5,550,000.00
3	327-70	Mill Existing Asphalt Pavement (1.5")	111,000	SY	\$ 2.50	\$ 277,500.00
4	N/A	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	\$ 153.00	\$ 214,200.00
5	N/A	ACSC Type S-I (>200 Ton Orders)	17,500	TN	\$ 127.00	\$ 2,222,500.00
6	N/A	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	\$ 155.00	\$ 542,500.00
7	N/A	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	\$ 134.00	\$ 2,345,000.00
8	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	\$ 190.00	\$ 665,000.00
9	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	\$ 170.00	\$ 1,785,000.00
10	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	\$ 166.50	\$ 29,137,500.00
11	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	\$ 158.00	\$ 221,200.00
12	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	\$ 150.00	\$ 420,000.00
13	N/A	High Friction Surface Treatment	17,500	SY	\$ 44.00	\$ 770,000.00
SUBTOTAL (EAST DISTRICT)						\$ 49,256,400.00
WEST DISTRICT						
14	327-70	Mill Existing Asphalt Pavement (1")	370,000	SY	\$ 2.20	\$ 814,000.00
15	327-70	Mill Existing Asphalt Pavement (1.25")	370,000	SY	\$ 2.60	\$ 962,000.00
16	327-70	Mill Existing Asphalt Pavement (1.5")	3,700	SY	\$ 3.50	\$ 12,950.00
17	N/A	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	\$ 153.00	\$ 267,750.00
18	N/A	ACSC Type S-I (>200 Ton Orders)	70,000	TN	\$ 131.00	\$ 9,170,000.00
19	N/A	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	\$ 160.00	\$ 280,000.00
20	N/A	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	\$ 136.00	\$ 238,000.00
21	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 152.00	\$ 266,000.00
22	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	\$ 136.00	\$ 238,000.00
23	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	\$ 137.00	\$ 239,750.00

BID TABULATIONS					Ranger Construction Industries, Inc.	
MILLING & RESURFACING CONTINUING SERVICES CONSTRUCTION CONTRACT						
PBC PROJECT #2024050						
#	FDOT Item #	Item Description	Qty.	Units	Unit Price	Amount
24	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	\$ 156.00	\$ 273,000.00
25	337-7-83	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	\$ 168.00	\$ 588,000.00
26	N/A	High Friction Surface Treatment	7,000	SY	\$ 44.00	\$ 308,000.00
SUBTOTAL (WEST DISTRICT)						\$ 13,657,450.00
EAST AND WEST DISTRICTS						
27	102-10	Off Duty Police Officer	700	HR	\$ 75.00	\$ 52,500.00
28	N/A	Portable Milling Machine	875	HR	\$ 400.00	\$ 350,000.00
29	327-70	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	\$ 8,900.00	\$ 1,646,500.00
30	327-70	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	\$ 2.50	\$ 1,850,000.00
31	327-70	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	\$ 2.50	\$ 231,250.00
32	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	\$ 170.00	\$ 2,975,000.00
33	337-7-82	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	\$ 179.00	\$ 6,265,000.00
34	N/A	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	\$ 2.30	\$ 80,500.00
35	N/A	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	\$ (3.10)	\$ (108,500.00)
36	425-5-A	Manhole Adjustment	1,750	EA	\$ 215.00	\$ 376,250.00
37	425-6	Adjust Valve Boxes & Misc. Structures	1,750	EA	\$ 124.00	\$ 217,000.00
38	N/A	Box Out Shoulder (as per detail)	350	HR	\$ 240.00	\$ 84,000.00
39	N/A	Remove and Re-install Wheel Stops	963	EA	\$ 48.00	\$ 46,224.00
40	N/A	Bituminous Material (Prime Coat)	350	Gal	\$ 6.50	\$ 2,275.00
41	N/A	Premium for work within Railroad rights-of-way (see footnote)	70	EA	\$ 1,280.00	\$ 89,600.00
SUBTOTAL (EAST & WEST DISTRICTS)						\$ 14,157,599.00
TOTAL BID						\$ 77,071,449.00

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

Note #	FDOT Item #	PAY ITEM FOOTNOTES
1	All	All costs for Maintenance of Traffic (MOT) shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.
2	All	All items shall include cost to furnish and install unless otherwise noted.
3	All	FDOT Item numbers are for information only.
4	327-70	Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.
5	N/A	Portable Milling Machine , per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
6	425-5-A	Manhole Adjustment , each, may be accomplished using precast rings or other methods acceptable to the County.
7	N/A	Remove and Re-install Wheel Stops , each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.
8	All	Residential roadways will be identified by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.
9	N/A	Palm Beach County reserves the right to acquire millings at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).
10	N/A	Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.
11	N/A	Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

Bids as read at opening on February 27, 2024, 2:00 PM

All bids subject to OEBO compliance and Board Approval.

Prepared by: Geraldine Lazzarino-Kelly, Technical Assistant 1

Checked by: Holly B. Knight, P.E., Contracts Section Manager

Contract Time is 18 Months

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: March 8, 2024	CONTRACTS MANAGER: Holly Knight, P.E.
PROJECT #: 2024050	PROJECT NAME: Milling & Resurfacing Continuing Services Construction Contract
USER DEPARTMENT: Engineering	SOLICITATION OPENING DATE:
OEBO ESTABLISHED API: <u>The API set for this project is 10% SBE min. mandatory</u>	

SOLICITATION EVALUATION INFORMATION

RESPONDENT	PRIME IS A CERTIFIED S/M/WBE	IS PRIME BIDDER RESPONSIVE	PERCENTAGE OF S/M/WBE UTILIZATION
M&M Asphalt Maintenance, Inc. d/b/a All County Paving	2	1	11%
Halley Engineering Contractors, Inc.	2	1	10%
Ranger Construction Industries, Inc.	2	1	10%

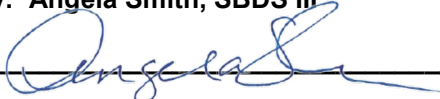
KEYS FOR DETERMINATION (NOTED IN THE SOLICITATION EVALUATION INFORMATION TABLE)

- (1) YES
- (2) NO
- (3) N/A

EVALUATION NOTES:


See the attached OEBO Compliance Form J v.5 for Evaluation comments.

Evaluated by: Angela Smith, SBDS III

Signature: 

Date: 3/7/2024

Reviewed by: Allen Gray

Signature: 

Date: 3.20.2024

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: M&M Asphalt Maintenance, Inc. d/b/a All County Paving	<i>Non-SBE</i>	N/A	\$67,593,026.50	
			Prime: 89%	
Subcontractor/Sub consultant Name				Supplier
Almazan Construction, LLC	<i>MBE - HI</i>	9/6/2025	11%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION				
Evaluation Comments: M&M Asphalt Maintenance, Inc. d/b/a All County Paving is responsive to the API and the EBO requirements.				

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Halley Engineering Contractors, Inc.	<i>Non-SBE</i>	N/A	\$75,943,600.00	
			Prime: 90%	
Subcontractor/Sub consultant Name				Supplier
Equipo Equipment, LLC	<i>MBE - HI</i>	2/6/2027	7%	<input type="checkbox"/>
R & D Paving, LLC	<i>WBE</i>	4/9/2025	3%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION			10%	
Evaluation Comments: Halley Engineering Contractors, Inc. is responsive to the API and the EBO requirements.				

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Ranger Construction Industries, Inc.	<i>Non-SBE</i>	N/A	\$77,071,499.00	
			Prime: 90%	
Subcontractor/Sub consultant Name				Supplier
Equipo Equipment, LLC	<i>MBE - HI</i>	2/6/2027	7%	<input type="checkbox"/>
Almazan Construction	<i>MBE - HI</i>	9/6/2025	3%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION			10%	
Evaluation Comments: Ranger Construction Industries, Inc. is responsive to the API and the EBO requirements.				

**AMENDMENT NO. 1 TO THE
MILLING & RESURFACING CONTINUING SERVICES
CONSTRUCTION CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND RANGER CONSTRUCTION INDUSTRIES, INC.
PROJECT #2024050**

This Amendment No. 1 (AMENDMENT) to the Milling & Resurfacing Continuing Services Construction Contract (R2024-0748), dated July 2, 2024 (CONTRACT), is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Ranger Construction Industries, Inc., a Florida Profit Corporation as listed on Sunbiz (CONTRACTOR) whose Federal ID is 59-2098662 (individually Party and collectively Parties).

W I T N E S E T H

WHEREAS, the COUNTY and CONTRACTOR entered into the CONTRACT on July 2, 2024 (R2024-0748); and

WHEREAS, Section 3 of the Special Provisions of the CONTRACT allows extensions and other CONTRACT deviations upon mutual written agreement through a CONTRACT amendment, while adhering to all other original terms, conditions and unit prices of the CONTRACT; and

WHEREAS, on July 2, 2024, (R2024-0749) the COUNTY delegated authority to the County Administrator or designee to sign amendments to extend the total contract time up to 36 months, clarify existing line items and associated specifications, and add line items and associated specifications, all of which do not substantially change the scope of work or conditions of the CONTRACT (Resolution).

WHEREAS, on November 13, 2024 the County Administrator delegated authority under the Resolution to the County Engineer, Deputy County Engineer, and Assistant County Engineer.

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT, as provided herein.


NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from December 31, 2025 to July 1, 2027.

3. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
4. Except as hereby amended, changed or modified, all other provisions of the CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:
Ranger Construction Industries, Inc.

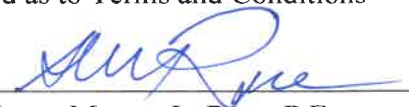
Signed: 
Typed Name: Jamie Timming
Title: Vice President
Date: 10/28/2025

(Corporate Seal)

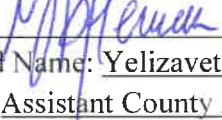
ATTEST WITNESS:

Signed: 
Typed Name: Taylor Lombardo
Title: Contracts Administrator
Date: 10/28/2025


COUNTY:
Approved as to Terms and Conditions

By: 
Typed Name: Morton L. Rose, P.E.
Title: Division Director

Approved as to Form and Legal Sufficiency

By: 
Typed Name: Yelizaveta B. Herman
Title: Assistant County Attorney

Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners

Signed: 
Typed Name: David L. Ricks, P.E.
Title: County Engineer

Date: 13 NOV 2025



Village of Palm Springs

Executive Brief

AGENDA DATE: February 12, 2026

DEPARTMENT: Planning, Zoning & Building

ITEM #3: Temporary Use Permit - Walmart Renovation Project - Construction Staging Area - 4400 Forest Hill Blvd

SUMMARY: Mr. Robert Orr, agent for the applicant, Kalos Services, Inc., is requesting a Temporary Use Permit to establish a construction staging area for the renovation project of the Walmart store. Approval of the request will enable the applicant, who is also the project's contractor, to stage the materials required for the project.

Due to the project being located within a shopping center, the contractor is proposing to enclose a portion of the parking area and use it as a staging area for construction. The use of this area will help expedite the project's construction and allow the contractor to complete all construction activities more quickly.

Note: A building permit for the proposed renovation was already issued on November 12, 2025.

The site plan shows the proposed arrangement of temporary storage materials and equipment.

The applicant is requesting a 1-year Temporary Use Permit while the renovation project is ongoing.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed temporary use.

ATTACHMENTS:

1. Temporary Use Permit - Walmart 2-6-2026
2. Walmart Unified Development Application
3. SFH Walmart Authorization Letter for Temp Use Permit Agreement
4. Site Plan

TEMPORARY USE PERMIT AGREEMENT

This Temporary Use Permit Agreement (“License”) is made effective this [] day of [] 2026, by and between the **VILLAGE OF PALM SPRINGS, FLORIDA**, a municipal corporation (“Village”), **WAL-MART STORES EAST LP**, a limited partnership registered to do business in the State of Florida (“Licensee”), and **KALOS SERVICES, INC.**, a Florida corporation (“Contractor”) with the Village, Licensee, and Contractor referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Licensee is the tenant of real property generally located at 4316 Forest Hill Boulevard within the Village of Palm Springs and as legally described in **Exhibit “A”** (“Property”), which exhibit is attached hereto and incorporated herein; and

WHEREAS, the owner of the Property has authorized the Licensee to enter this License pursuant to an authorization letter dated February 4, 2026; and

WHEREAS, Contractor has been engaged to perform construction and remodeling work at or near the Property for the Licensee; and

WHEREAS, Contractor is in need of a staging area for its equipment and materials necessary to perform such work, including a temporary event trailer for restrooms; and

WHEREAS, Contractor 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 Contractor have requested that the Village grant a temporary use permit to the Licensee so that the Contractor may temporarily utilize the Property to serve as its construction staging and laydown area; and

WHEREAS, this temporary use of the Property for a construction staging and laydown 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) authorizes 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 Contractor 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 a temporary, revocable license which authorizes Licensee and Contractor to temporarily utilize the Property for Contractor's construction staging and laydown area, including a temporary event trailer for restrooms, as described in Contractor's site plan incorporated herein. No other interest or right to use the Property is granted to Licensee or Contractor 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 License is limited to twelve (12) months unless earlier terminated as stated herein. The term shall commence upon execution of this License, ratifying the temporary use currently on the Property, and shall expire no later than February 12, 2027. At the expiration or earlier termination of this License, the temporary permitted use of the Property shall expire, and the Licensee and Contractor shall terminate such temporary use. Failure to terminate the temporary use shall be grounds for default and subject the Licensee and/or Contractor 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. The following conditions apply:

1. Materials and equipment shall be stored on the Property in a reasonably neat and orderly manner.
2. Utilization of the temporary storage container shall be limited to the Contractor and its subcontractors.
3. All applicable regulations and ordinances of the Village shall govern.
4. The Property shall be restored to satisfactory condition upon completion of activities and/or the expiration or earlier termination of this Temporary Use Permit.
5. Security measures should be implemented as determined appropriate by relevant authorities.
6. Surveillance equipment and security lighting are recommended by the Village.
7. The Contractor 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 Village's Police Chief.

5. INDEMNIFICATION

- 5.1.** To the fullest extent permitted by laws and regulations, Contractor and Licensee 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 as authorized by this License by Licensee, Contractor, or any of their subcontractors, agents, officers, employees, independent contractors, invitees, or guests. Contractor and Licensee 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 the Licensee and Contractor. 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. Neither Licensee nor Contractor shall not be liable under this provision for any claims, damages, losses, liabilities, and expenses arising from or related to the other's or their subcontractors', agents', invitees', and guests' use of the Property or arising from or related to the other's negligence.
- 5.2.** Contractor's and Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's sole option, to participate and associate with them 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 and Contractor. If the Village is not aware of a claim, Contractor's and Licensee's obligation shall trigger upon Contractor or Licensee becoming aware of the claim or at such time as Contractor and/or Licensee should have been aware of the claim. Contractor's or Licensee's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's or Licensee's duty to defend, indemnify, and hold harmless within 7 days after such notice is given by the Village or Contractor's or Licensee's knowledge (or reasonable knowledge) of a claim. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely responsible or negligent, shall excuse performance of this provision by Contractor and Licensee. Contractor and Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify Contractor and Licensee of a claim shall not release Contractor or Licensee 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, Contractor, 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 Village, Contractor, 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 including without limitation all counterclaims.**

8. ASSIGNMENT

8.1. This License is personal to Licensee and Contractor, and may not be sold, assigned, or transferred by Licensee and/or Contractor 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: Wal-mart Stores East, LP
4400 Forest Hill Blvd.
Palm Springs, FL 33461

If sent to Contractor: Kalos Services, Inc.
Attention: Robert B Orr
236 Hatteras Ave, Clermont, FL 34711

10. APPLICABLE LAWS

10.1. During the term of this License, the Licensee and Contractor 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"). Contractor 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 the termination or expiration of this Agreement. Additionally, any provisions of this Agreement that 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 Contractor 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 Contractor that the Licensee and/or Contractor is in default. In the event the Licensee and/or Contractor 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 Contractor may be enforced in code enforcement proceedings brought by the Village. The Special Magistrate is hereby authorized to order the immediate cessation of the temporary permitted use and correction of any other code violations, and to award the Village all legal and equitable relief that 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 Contractor because of any authorized improvements by Licensee 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 of the Agreement, 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:

VILLAGE OF PALM SPRINGS

BY: _____
Kimberly M. Wynn, Village Clerk

BY: _____
Beverly Smith, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

BY: _____
Christy Goddeau, Village Attorney

LICENSEE: WAL-MART STORES EAST, LP

[Corporate Seal]

By: _____
Print Name:
Print Title:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2026, by _____, as the _____ of the Licensee, Wal-Mart Stores East, LP, a limited partnership, 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]

Notary Public Signature

CONTRACTOR: KALOS SERVICES, INC.

[Corporate Seal]

By: _____
Print Name:
Print Title:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2026, by _____, as the _____ of Kalos Services, 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 Contractor to the same.

[Notary Seal]

Notary Public Signature

EXHIBIT "A"

Legal Description of the Property

PCN: 70-42-44-12-00-000-5070

12-44-42, N 1/4 OF SW 1/4 OF SE 1/4 (LESS W 335.21 FT, E 600 FT, S 105 FT OF N 216 FT OF E
110 FT OF W 580.14 FT, S 125 FT OF N 235 FT OF WLY 80.94 FT LYG E OF & ADJ TO PB112P164
& N 60 FT FOREST HILL BLVD R/W) & S 1/2 OF N 1/2 OF SW 1/4 OF SE 1/4 (LESS N 1/2 OF E
100
FT, SLY 166 FT OF E 180 FT OF WLY 240 FT & WLY 74.52 S MILITARY TRL R/W)



Village of Palm Springs
 Planning, Zoning & Building Department
 226 Cypress Lane
 Palm Springs, FL 33461
 Phone: (561) 584-8460
www.vpsfl.org

Unified Development Application

Prior to the submission of this application, the applicant must have a pre-application meeting with Planning, Zoning & Building staff to review the proposed project submittal and processing requirements.

Pre-Application Meeting Date:

Indicate the type of application you are applying. Please select up to 5 of the options from the menu below.

- | | |
|--|--|
| <input type="checkbox"/> Comprehensive Plan Amendment (text) | <input type="checkbox"/> Administrative Amendment |
| <input type="checkbox"/> Future Land Use Map Amendment* | <input type="checkbox"/> Administrative Special Exception |
| <input type="checkbox"/> Rezoning * | <input type="checkbox"/> Site Plan (Minor / Major / PD)* |
| <input type="checkbox"/> LDR / Zoning Change (text) | <input type="checkbox"/> Site Plan Amendment * |
| <input type="checkbox"/> Plat (Preliminary & Final)* | <input type="checkbox"/> Special Exception* |
| <input type="checkbox"/> Variance (District Standard)* | <input type="checkbox"/> Development Order Amendment* |
| <input type="checkbox"/> Master Sign Plan | <input type="checkbox"/> Variance (Sign)* |
| <input type="checkbox"/> Temporary License Agreement | <input type="checkbox"/> Variance (Hours of Operation)* |
| <input checked="" type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Administrative Variance |
| <input type="checkbox"/> Abandonment | <input type="checkbox"/> Deed Restriction / Unity of Title Utility /Civil Plan |
| <input type="checkbox"/> Appeal | |

INSTRUCTIONS:

- All questions must be completed on this application. If not applicable, mark **N/A**.
- Include all submittal requirements / attachments with this application.
- All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
- Include mailing labels/stamped envelopes of all property owners within a 300 feet radius of affected site with signed affidavit (Application types marked with *).
- All plans must be submitted no later than 2:00 p.m. 45 days prior to a Planning, Building & Zoning Board hearing (see schedule).
- The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
- Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic presentation of each board submitted to the Planning, Zoning & Building Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

STAFF USE ONLY

Application Numbers:

Date Submitted:

Posted Signs Required:

SECTION 1-PROJECT INFORMATION:

Project Name: Walmart 4441-215 Palm Springs Village

Project Address: 4400 Forest Hill Blvd, West Palm Beach, FL 33406.

Location of Property: The subject property is located approximately _____ mile(s)

ⓃⓄⓅⓆ (choose one) from the intersection of _____ & _____, on
 the ⓃⓄⓅⓆ (choose one) side of _____ (street).

Shopping Center / Office Building

Acreage of Property:

Building Square Feet:

Density or FAR:

Plat Name:

PCN Number(s):

Dimensions of Property:

Palm Springs CRA District, if applicable: N/A
 See Section 14 also.

Legal Description: (or attach separate sheet)

12-44-42, N 1/4 OF SW 1/4 OF SE 1/4 (LESS W 335.21 FT, E 600 FT, S 105 FT OF N 216 FT OF E110 FT OF W 580.14 FT, S 125 FT OF N 235 FT OF WLY 80.94 FT LYG E OF & ADJ TO PB112P164& N 60 FT FOREST HILL BLVD RW) & S 1/2 OF N 1/2 OF SW 1/4 OF SE 1/4 (LESS 1



Property History, if applicable: Describe previous applications on property (Approved Variances, Special Exception, Site Plan, etc.) Include previous application numbers and any conditions of approval.

Application #	Request	Action	Resolution/Ordinance #	Approval Date
---------------	---------	--------	------------------------	---------------

AP25-0101

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

Temporary construction staging area in parking lot where construction material and equipment will be stored for project duration.

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

[Handwritten Signature]

12/22/25

Signature of Agent

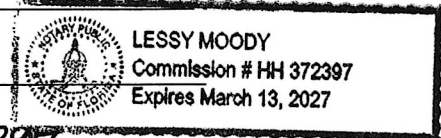
Date

STATE OF FL, COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of December, 2025 by Robert Orr, ~~who is personally known to me or who has produced~~ (type of identification) as ~~identification~~ and who did (did not) take an oath.

Signature of person taking acknowledgement *Lesly Moody*

Name of officer taking acknowledgement--typed, printed, or stamped



Title or rank Florida Notary Serial number # HH372397



February 4, 2026

To: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Walmart Stores East, LP, 4400 Forest Hill Blvd, Palm Springs, FL

To Whom it May Concern:

Please note that the tenant, Walmart Stores East LP, is authorized to sign the Temporary Use Permit Agreement. Please contact us should you have any questions.

Sincerely,

By: George Portela

Date: 02 / 05 / 2026

Title: Asset Manager

Owner: Shoppes of Forest Hill, LLC

Owner's Address: c/o Cohen Commercial Management, LLC

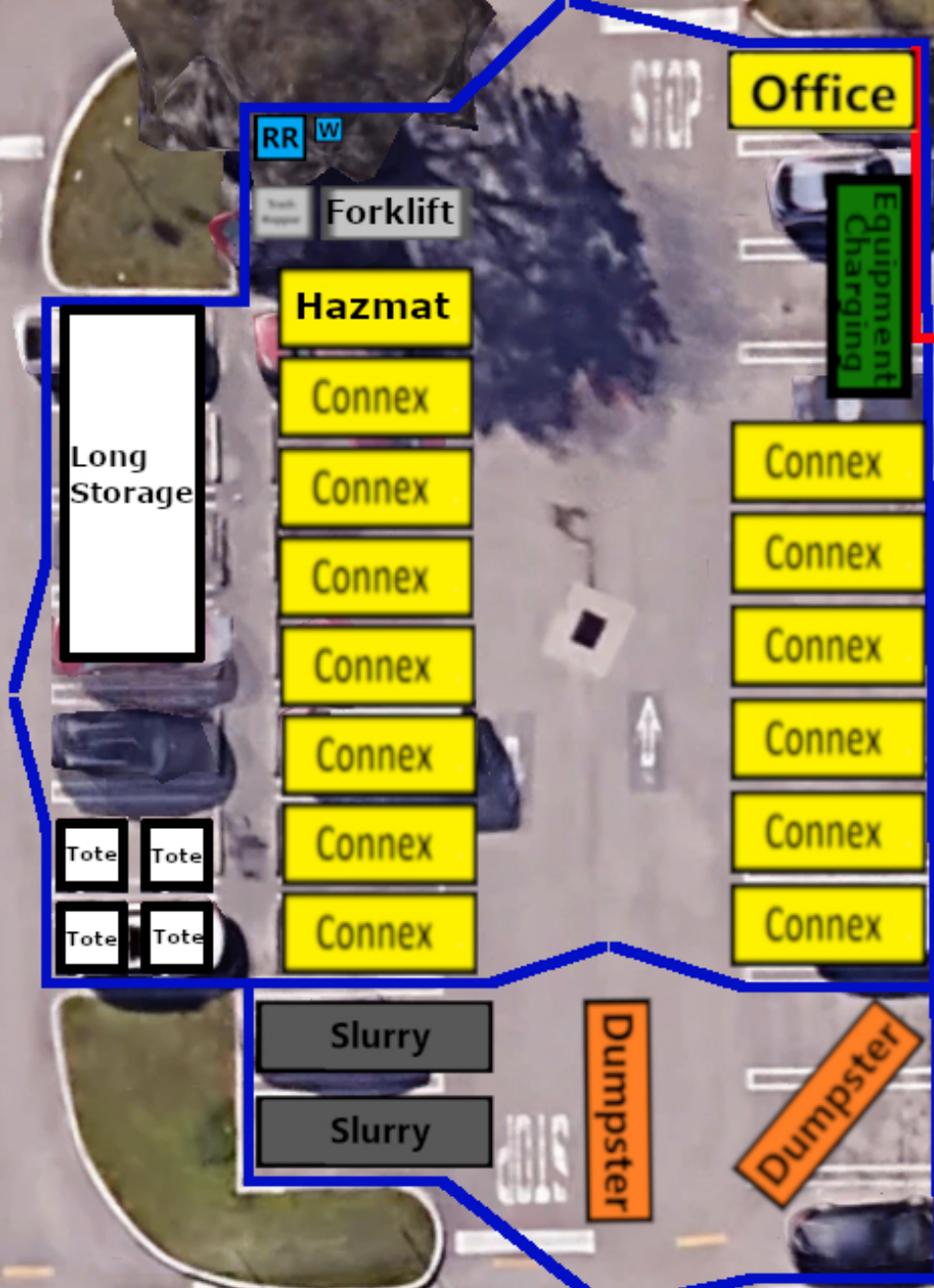
PO Box 14127, North Palm Beach, FL 33408

info@cohencommercial.com | P: 561.471.0212 | F:561.471.5905

www.cohencommercial.com

533 Northlake Blvd., North Palm Beach, FL 33408 | PO Box 14127, North Palm Beach, FL 33408

Doc ID: 95d923657b420be90bcd2244ba7a04a6a5959474





Village of Palm Springs

Executive Brief

AGENDA DATE: February 12, 2026

DEPARTMENT: Finance

ITEM #4: GFOA Award

SUMMARY: The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the Village of Palm Springs for its annual comprehensive financial report for the fiscal year ended September 30, 2024. The report has been judged by an impartial panel to meet the program's high standards, including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment for a government and its management.

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure, and then to recognize individual governments that succeed in achieving that goal. This is the 37th annual award that the Village has received.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. 5 - Certificate-1



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Village of Palm Springs
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morill

Executive Director/CEO

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, Village of Palm Springs residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the State of Florida designates March as Bicycle Month, and Palm Beach County will recognize it locally; and

WHEREAS, Florida Bicycle Month features many fitness opportunities, educational programs, races, commuting, and charity events for riders of all ages and abilities to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation; and

WHEREAS, the Palm Beach Transportation Planning Agency plans, supports, and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety; and

WHEREAS, creating a bicycle-friendly community has been shown to improve citizen's health, well-being, and quality of life, grow the economy of the Village of Palm Springs, attract tourism dollars, improve traffic safety, support student learning outcomes, and reduce pollution, congestion, and wear and tear on our streets; and

WHEREAS, Palm Beach County has an ever-expanding designated or enhanced bicycle lane network, with over 280 miles of existing facilities and several local municipalities that have adopted a Complete Streets Policy, furthering the creation of a safe, connected transportation system that is accessible to all forms of transportation, and all people who bike, regardless of age, ability, or background.

NOW, THEREFORE, I, BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, FLORIDA, do hereby proclaim the month of March 2026 as:

"Florida Bicycle Month"

BE IT FURTHER PROCLAIMED BY THE VILLAGE OF PALM SPRINGS, FLORIDA, that this proclamation is duly sealed, ribboned, and executed by the members of this Village Council. The foregoing proclamation was sponsored by Honorable Mayor Bev Smith, and upon unanimous consent of the Village Council, the Mayor declared the proclamation duly enacted.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *February 12, 2026*



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Village of Palm Springs has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding, and this flooding has caused damage and flood losses to homes and buildings in all areas, whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the Village of Palm Springs is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety, and welfare of residents, the Florida Floodplain Managers Association (FFMA) have declared the week of March 9th-15th, 2026 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, I BEV SMITH, MAYOR OF THE VILLAGE OF PALM SPRINGS, in coordination with Local Governing Agencies and Special Districts, do hereby proclaim the week of March 9-15, 2026, as:

“FLOOD AWARENESS WEEK”

and further encourage the citizens to increase their knowledge of how to protect themselves and their property from flooding.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *February 12, 2026*





Village of Palm Springs

Staff Report

AGENDA DATE: February 12, 2026

DEPARTMENT: Planning, Zoning & Building

ITEM #7: Resolution No. 2026-05 - Site Development Plan Amendment (SPR26-01) and Special Exception Use Amendment (PSSE26-01) — Banyan Palm Beach (a.k.a. The Retreat) — 4020 Lake Worth Road

SUMMARY: Mr. Jeffrey C. Lynee, agent for the applicants, is requesting a Site Plan Amendment (SPR26-01) and Special Exception Use Amendment (PSSE26-01) to allow the increase of the number of approved beds from 65 to 88 and, concurrently, revise the type of clinical treatment provided from Substance Use Disorder treatment to Mental Health Care.

Note: The property received site plan approval and special exception use in 2013 for the construction of a 13,793 square foot office building, including a 65-bed congregate living drug rehab facility and 7 multifamily residential units within the same building as the congregate living facility.

The current special exception approval for the site is limited to 65 beds. That is based on the County's regulations in place at the time of the initial development approval, which appear to have mirrored the Village's regulations for a CLF/Cluster Development at that time. Under the site's current land use and zoning designation, there is no applicable density to determine a maximum bed count. Utilizing the original regulations, which are the basis for the current approval, an increase in the current approved number of beds is based on the following density guidelines:

Density: the maximum number of resident beds shall be 21 /acre in the standard Residential Multiple-Family (RM) land development district and 28 /acre in a Planned Unit Development (PUD). Such figures are based on 2.6 persons per household and 8 dwelling units/acres in an RM district and 11 dwelling units/acre in a PUD.

The original calculation was $2.34 \text{ acres} \times 28 = 65 \text{ gross}$.

Since the site is now 3.17 acres, the allowable density based on those original guidelines appears to be limited to 88 gross ($3.17 \times 28 = 88 \text{ gross}$).

The applicants seek to amend the previously approved site plan and special exception use to increase the number of beds from 65 to 88; and revise the type of clinical treatment provided from Substance Use Disorder treatment, licensed by the Department of Children and Families (DCF), to Mental Health care, licensed by the Agency of Health Care Administration (AHCA). The applicants are not proposing any exterior changes to the existing buildings A, B, or C, nor any increase in the overall square footage of the buildings. All existing architectural features and site improvements will remain in their current constructed state.

The scope of the amendment is limited to interior modifications within Building B, specifically on the second floor, to accommodate an increase of twenty-two (22) additional beds within existing bedroom spaces. These changes are confined to the building's interior and do not impact the overall footprint, massing, or external appearance of the structure. There is no distinction among the client population to be treated, only by their primary diagnosis.

The purpose of the requested amendment is to meet the ongoing increasing demand within the primary mental health space since the COVID pandemic. No addiction treatment services are expected to be provided on the property. However, persons with co-occurring disorders of both Substance Use Disorder and Mental Health may be treated on-site on a case-by-case basis.

Hours of operation for this facility are 24/7; staff are on-site 24 hours a day, with clinicians present during the day, working 8-hour shifts. The staff-to-resident ratio for clinicians is 1:10, and the overall staff-to-resident ratio during waking hours is 1:15.

The Planning & Zoning Board considered this application during their January 13, 2026, meeting and recommended approval.

The Planning, Zoning & Building Staff does not object to the proposed amendments and recommends conditional approval.

FISCAL IMPACT:

The proposed request is not expected to provide a direct fiscal impact on the village. However, if approved, it would require various village services that would result in increased expenditures to the village.

ATTACHMENTS:

1. STAFF REPORT
2. Site Plan, Landscape Plans, Floor Plans and Documents
3. Justification Statement
4. Aerial and Location Maps



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Site Plan Amendment and Special Exception Use Amendment – Bayan Palm Beach (a.k.a The Retreat) - 4020 Lake Worth Road

Application Summary			
Applicant	BCP Florida Holdings, LLC – owner Boca RI, LLC dba Bayan Palm Beach – tenant	Submit Date	11/24/2025
Reference Name	Banyan Palm Beach	Case Number	SPR26-01, PSSE26-01
		PCN	70-42-44-25-00-000-1010
Location	4020 Lake Worth Road	Site Area	±3.17 acres
P&Z B Meeting	January 13 th , 2026	Council Meeting	February 12 th , 2026
Requests			
Proposed Use(s)	Site Plan Amendment and Special Exception Use Amendment to increase the number of approved beds from 65 to 88 beds and, concurrently, revise the type of clinical treatment provided from substance use disorder to Mental Health Care. The overall square footage of the buildings will not increase.		
Number of Buildings	Building A two-story Medical Office (total of 13,280 s.f.) Building B three-story CLF type III 88 Beds (total of 39,793 s.f.) Building C two-story Ancillary Use Gym (total of 8,800 s.f.)		
Parking			
Code	Required & Approved	Provided	Meets Requirement
Total Parking	Total of 89 parking needed Proposed - CLF (1/4 residents @ 88 Beds + 1/employee @ 50 employees) = 72 parking required Approved - Office (1/200sf @ 3,301 SF) = 17 parking	102 spaces	Yes
Site Characteristics			
Existing Use	CLF Type III (DCF)	Proposed Use	CLF Type III (AHCA)
Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Postal Service Facility and a mix of office and retail uses	Commercial	Commercial General (CG)
South	Canal	Unknown Unincorporated PBC	Unknown Unincorporated PBC
East	Salvation Army	Commercial	Commercial General (CG)
West	Residential & Commercial	Unknown Unincorporated PBC	Unknown Unincorporated PBC
Recommendation			
Planning, Zoning and Building Staff recommend conditional approval of the site plan amendment and special exception use amendment, as depicted on the proposed site plan, based on consistency with the previously approved site development plan under Resolution No.2023-49.			



I Site History

- Resolution 2013-45: Annexation
 The property was voluntarily annexed into the Village of Palm Springs on September 12, 2013 and designated with the Land Development as Commercial General zoning districts and future land use Commercial. At the time of the annexation there was an annexation agreement to develop the property as an adult congregate living facility with medical/professional offices (CFL).
- Resolution 2013-49: Site Plan and Special Exception Use
 On October 10, 2013, the Village Council approved a Site Plan for the construction of a two-story 13,280 square foot medical/professional office building and a three-story 39,793 square foot CFL Type III Drug & Rehab Facility to include 65 beds on the first and second floor and 7 multi-family housing units on the third floor.
- Resolution 2015-23: Site Plan Amendment.
 On April 9, 2015, the Village Council approved a Site Plan Amendment for the previously approved planned development project known as The Retreat, to add .81 acres of land, located at 4140 Lake Worth Road, for the construction of an 8,800-gymnasium building, a swimming pool adjacent to the residential building, and related improvements.

II Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The Village authorized the development of the property in 2013 as a cluster development which was authorized under the CG zoning classification at that time.

The Village authorized the existing use as CLF Type III inpatient substance abuse treatment facility via Annexation Agreement (in accordance with the site plan approved by Palm Beach County with conditions and restrictions). The current use and current development of the property are subject to the following approvals:

- Resolution 2013-45, approving the Annexation Agreement.
- Resolution No. 2013-49, approving a site plan and special exception uses at the property.
- Restrictive Covenant, recorded on October 15, 2013 at Book 26387, Page 0258 of the Official Records in and for Palm Beach County, Florida.
- Resolution No. 2015-23, approving a site plan amendment.

The current special exception approval for the site is limited to 65 beds. That is based on the County's regulations in place at the time of the initial development approval, which appear to have mirrored the Village's regulations at that time for CLF / Cluster Development.

Under the site's current land use and zoning designation, there is no applicable density to determine a maximum bed count. Utilizing the original regulations which are the basis for the current approval, an increase in the current approved number of beds is based on the following density guidelines:

Density: the maximum number of resident beds shall be 21 /acre in the standard Residential Multiple-Family (RM) land development district and 28 /acre in a Planned Unit Development (PUD). Such figures are based on 2.6 persons per household and 8 dwelling units/acres in an RM district and 11 dwelling units/acre in a PUD.

The original calculation was $2.34 \text{ acres} \times 28 = 65 \text{ gross}$.

Since the site is now 3.17 acres, the allowable density based on those original guidelines appears to be limited to 88 gross ($3.17 \times 28 = 88 \text{ gross}$)

III Approved Waivers under Resolution No.2015-23

- 20' front yard setback in lieu of the 25' minimum front setback required along Lake Worth Road.

IV Neighborhood Compatibility

- 1) The proposed project is located on the south side of Lake Worth Road between Kirk Rd and Cooley Court.
- 2) Surrounding properties are commonly zoned General Commercial except for the unincorporated parcels West and South of the project, which are residential.
- 3) A mix of different commercial uses exist along the Lake Worth Road corridor.
- 4) The property is located within the Lake Worth CRA District.

V Regulatory Issues

- The site plan conforms to the property development standards of cluster development which was authorized under the Commercial General zoning classification at that time (2013).
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) The proposed project is going to be licensed by the Florida Agency for Health Care Administration (AHCA).
 - 3) Permits from all applicable permitting agencies shall be obtained including but not limited to Department of Health, Village of Palm Springs and PBC Fire Rescue Department.

VI Environmental Issues

There are no environmental (wetlands, floodplains, etc) issues identified.

VII Community Outreach/ Notification

- The subject property was posted on December 18, 2025.
- Public Notification letters were mailed to all property owners within 300-foot radius of subject property on December 18, 2025.
- Legal advertisement was published in the paper on December 17, 2025.
- Staff have not received any inquiries or comments as a result of the notices.

VIII Proposed Development Plan Details

The petitioner's development plans dated received on November 24, 2025, depicts the following:

- Application for Site Plan Amendment and Special Exception Use Amendment to increase the number of approved treatments beds from 65 to 88 beds of associated commercial business designated to serve the residents of the CLF type III (ACHA).
 1. Site Plan received November 24, 2025, revised and resubmitted on December 15, 2025.
 2. Landscape plans were received on November 24, 2025.
 3. Photometric Plan was received on November 24, 2025.
 4. Floor plans
 5. Security Management Plan
 6. Boundary survey dated March 3, 2025, was received on November 24, 2025.
 7. Justification statement of proposed use.
 8. Traffic statement.

IX Recommendation

The applicants are requesting a Site Plan Amendment and Special Exception Use Amendment to increase the number of beds from 65 to 88; and revise the type of clinical treatment provided from Substance Use Disorder treatment, licensed by the Department of Children and Families (DCF) to Mental Health care, licensed by the Agency of Health Care Administration (AHCA). The applicants are not proposing any exterior changes to the existing buildings A, B, or C, nor any increase in the overall square

footage of the buildings. All existing architectural features and site improvements will remain as currently constructed.

The scope of the amendment is limited to interior modifications within Building B, specifically on the second floor, to accommodate an increase of twenty-two (22) additional beds within existing bedroom spaces. These changes are confined to the building's interior and do not impact on the overall footprint, massing, or external appearance of the structure. There is no distinction amongst the client population to be treated but for their primary diagnosis.

The proposed amendment is generally consistent with the Land Development and zoning regulation and all other portions of the code. The proposed use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems and will not have a detrimental visual impact on Lake Worth Road corridor.

Planning, Zoning and Building Staff recommend conditional approval of the Site Plan Amendment and Special Exception Use Amendment, subject to the following thirty (30) conditions, which include conditions of the previous approval:

1. The site plan approval is valid for 24 months of Village Council approval.
2. The special exception use shall be implemented within 18 months of Village Council approval.
3. The CLF shall be limited to 88 beds.
4. Expansion of the use/occupancy will necessitate apply to change the Future Land Use designation and Re-zoning to Mixed Use respectively. Subsequent review and approval shall include an analysis of additional impacts on public facilities and services.
5. The use of the gym should be limited to the residents and not open to the public.
6. The security plan, once approved, will need to be recorded as a restrictive covenant and a recorded copy shall be provided to the Village **prior to the issuance of the business license**.
7. These clients/patients would be brought to the property via high occupancy vehicle/transport van from Banyan's sober living recovery residences in Palm Beach County, rather than driving their own vehicles, causing a reduction in parking demand required.
8. No individual patient parking at the Property shall be authorized.
9. Any non-permitted structure or accessory building including but not limited to the 2-pvc sheds and a metal frame storage shall be removed from the property **prior to the issuance** of the business licenses.
10. The "potential future expansion" on the 2nd and 3rd floors of Building B, will require subsequent review and approval by the Village.
11. The applicant/operator of the CLF shall prohibit tenants/residents from parking personal vehicles at the facility, or the plans shall be revised to provide additional parking. Parking reduction methods shall be utilized, which might include the use of shuttle vans, staggering of providers/guest visits, carpooling of employees or other effective means of limiting the number of vehicles parked at the facility.
12. The issuance of the local business license shall only occur after inspections are completed by the Village Planning, Zoning, and Building Department. Inspections include but not limited to landscape and site lightning.
13. The photometric plan shall be submitted for review and approval to the Village Planning, Zoning, and Building Department and a site lighting must be certified by an engineer prior to the issuance of the business license.

14. Any special event to be held at the facility is subject to Special Event Permit approval by the Village.
15. Delivery hours shall not commence prior to 8:00am or continue later than 9:00pm.
16. Additional security measures, based on the number of complaints or calls for service for incidents at the premises (which exceeds one (1) per week), as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include, but are not limited to, increased on-site security at the operator's sole expense and reimbursing the Village for transportation services if more than (1 per week) not to exceed twice the private rate paid by the facility for private transport by AMR or other ambulance services.
17. No wall signs are proposed as part of this application. Any future proposed sign (s) shall be in accordance with the Village wall signs regulations.
18. Only internal, directional signage is permissible on the gymnasium parcel, unless otherwise approved for project identification signage as part of a master sign plan.
19. No local business license shall be issued by the Village unless a license has first been obtained from the state and any other permitting agency required.
20. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to Certificate of Occupancy, and property owner shall voluntarily serve as a program partner easement/ agreement, electric) through the life of the program.
21. Mechanical equipment and above-ground infrastructure shall be screened from view.
22. Permits from all applicable permitting agencies, including but not limited to PBC Department of Health and Palm Beach County Fire Rescue Department shall be provided to the Village at time of permitting.
23. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.).
24. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
25. All new electrics shall be underground.
26. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
27. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
28. The General Contractor shall be on site during any and all renovation activity in accordance with FS 489.1195.
29. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
30. The dumpster provider for the construction dumpster shall be Waste Pro USA who is under franchise Agreement with the Village. No drains to sanitary sewer are permitted in the dumpster pad.

Site Data

APPLICATION NAME	BANYAN PALM BEACH (F.K.A. THE RETREAT)
APPLICATION NUMBER	T.B.D.
LAND USE DESIGNATION	COMMERCIAL
ZONING DISTRICT	CS
PROPERTY CONTROL NUMBER	70-42-44-25-00-1010
EXISTING USES	CONGREGATE LIVING FACILITY TYPE III, MEDICAL & PROFESSIONAL OFFICES, RETAIL
PROPOSED USES	CONGREGATE LIVING FACILITY TYPE III, MEDICAL & PROFESSIONAL OFFICES
GROSS SITE AREA	3.17 ACRES (137,895.28 S.F.)
BUILDING LOT COVERAGE MAX	N/A
BUILDING G.F.A. COVERAGE MAX	50% (68,947.64)
EXISTING	±32,222 S.F. (23.3%)
TOTAL GROSS FLOOR AREA (GFA)	EXISTING: 61,873 S.F. PROPOSED: N/A

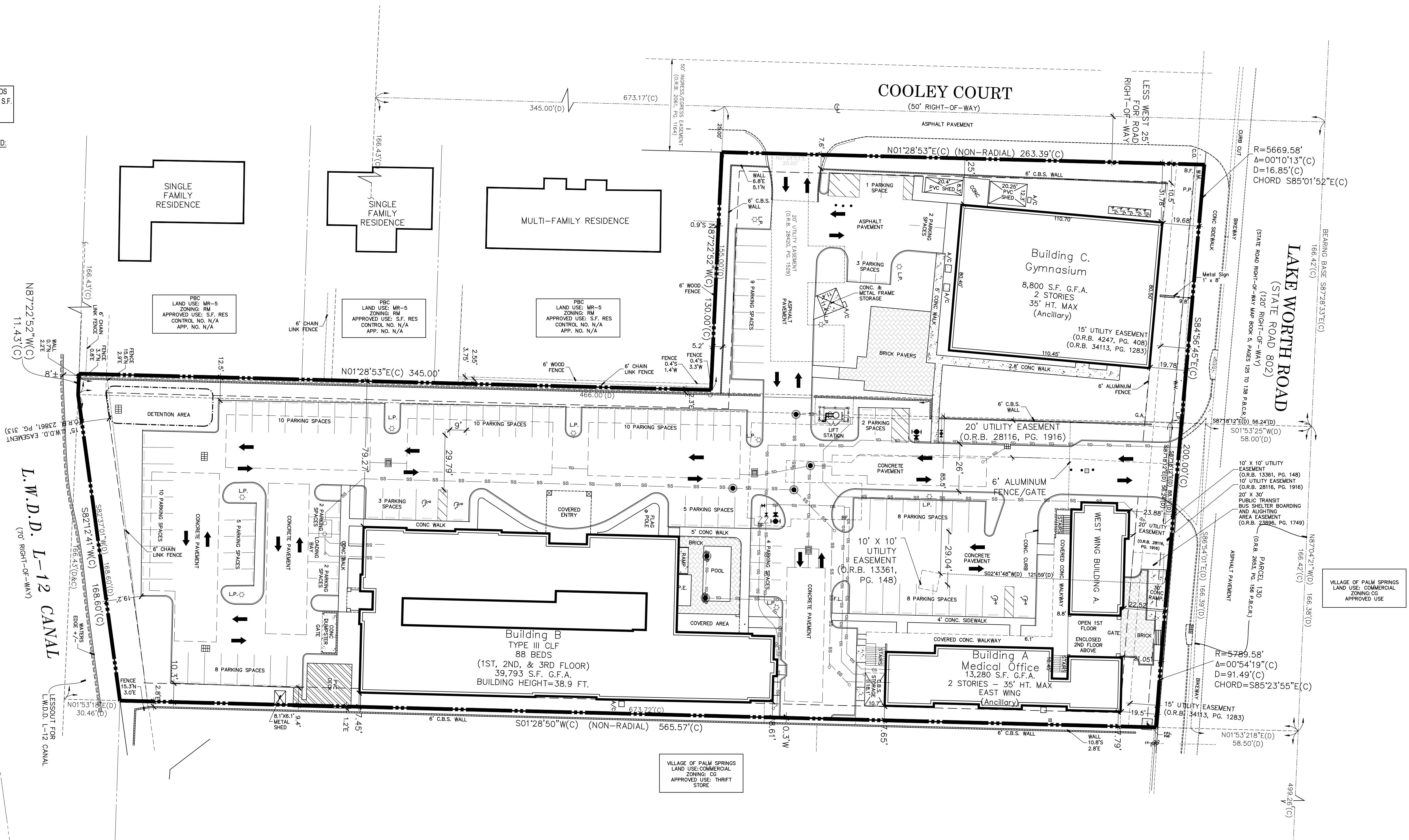
CONCURRENCY APPROVAL

CLF TYP III	88 BEDS
MEDICAL & PROFESSIONAL OFFICE	13,280 S.F.

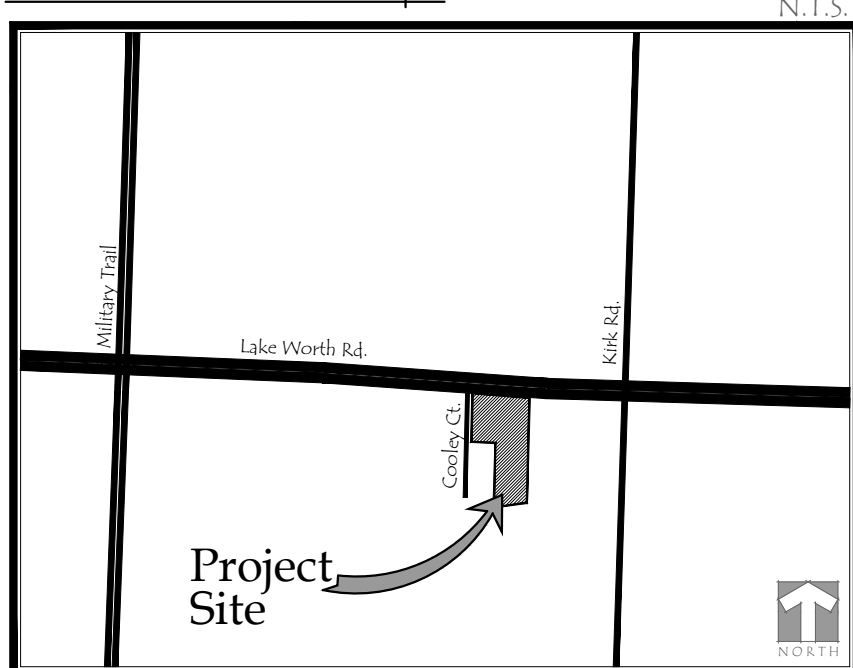
*Concurrency is approved for the above uses and amounts shown on this plan.

PARKING & LOADING

USE: (CLF TYPE III)	EXISTING	REQUIRED	PROVIDED
1 PER 4 PATIENTS (88 BEDS)	32	22	32
1 PER EMPLOYEE IN THE GREATEST SHIFT (9,979 S.F. OF THE AVAILABLE OFFICE SPACE)	50	50	50
1 PER 200 S.F. OF OFFICE SPACE (3,301 S.F.)	20	17	20
TOTAL SPACES:	102	89	102
HANDICAP PARKING: LOADING SPACE(S):	4 / 2	5 / 2	4 / 2
BUILDING HEIGHT:	45' MAX		
BUILDING HEIGHT:	38.9' (EXISTING)		
NUMBER OF STORIES:	3 STORY		
TRAFFIC ANALYSIS ZONE:	356		



Location Map



Banyan Palm Beach

(F.K.A. The Retreat)
Village of Palm Springs, Florida

Designed: DSS
Drawn: DSS/MBH
Approved: GGG/EMO/MBH
Date: 08/27/25
Job no.: 25-0803
Revisions: 10/30/25
11/10/25
12/15/2025

Seal

LA 0000530

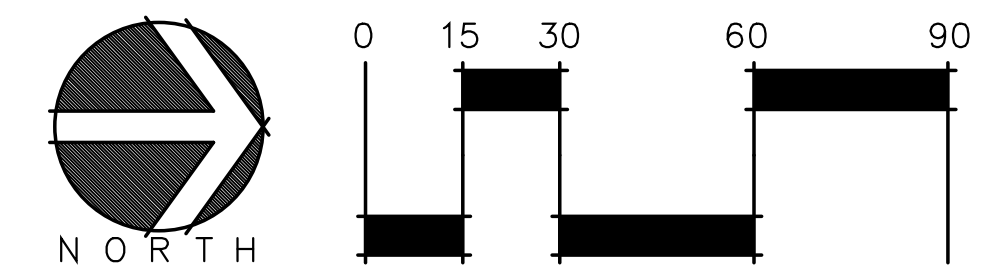
Sheet Title:
Final Site Plan

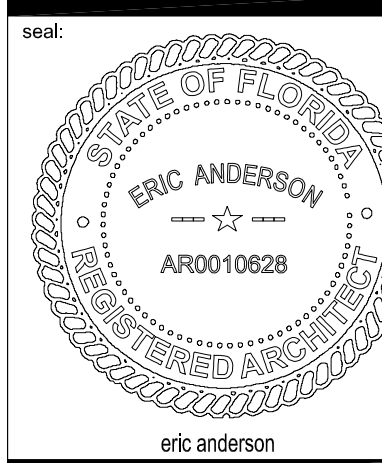
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Sheet No.

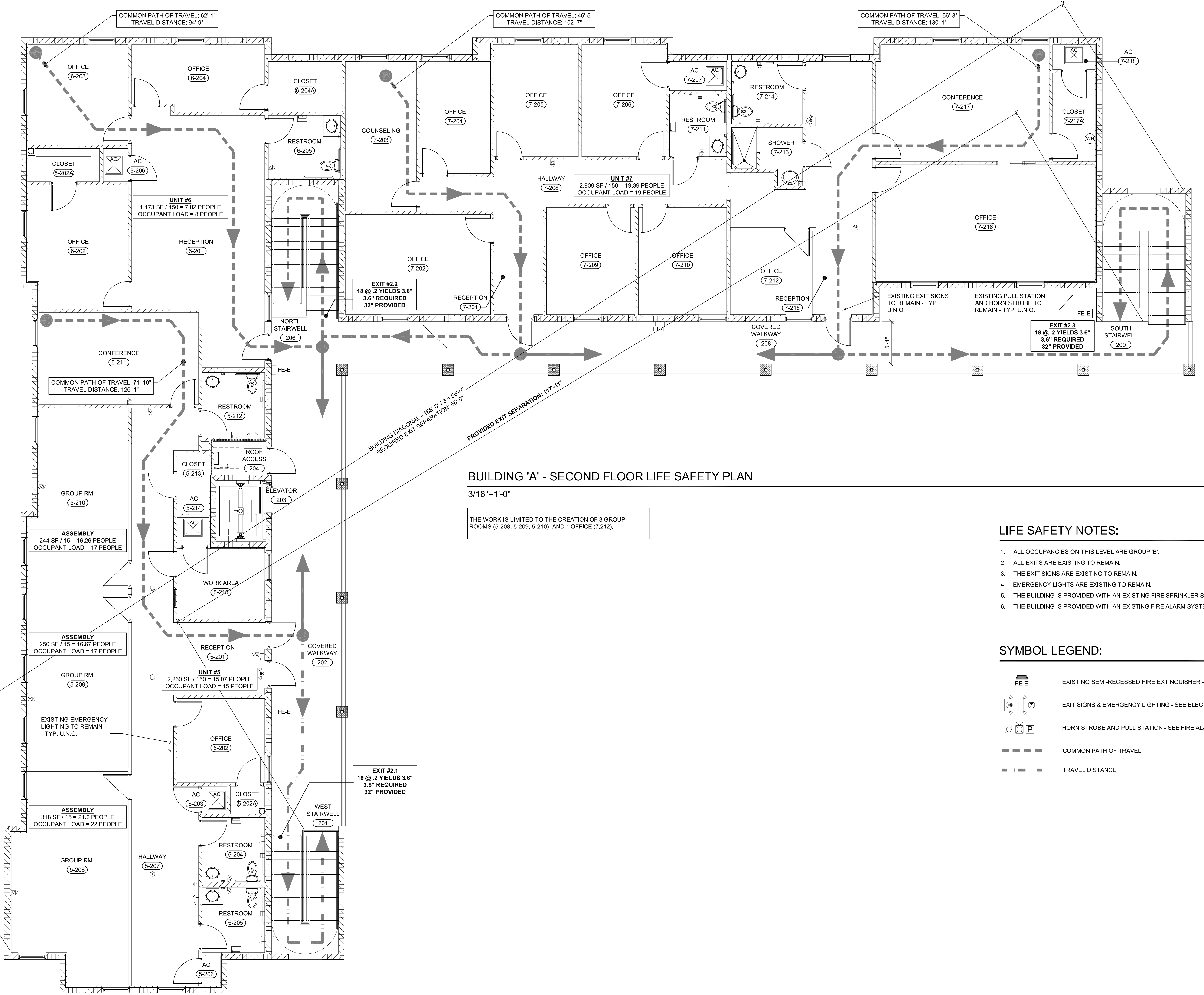
FSP-1

00-0000





A Renovation for:
**Banyan Treatment Center
Building 'A'**
4020 Lake Worth Road
Lake Worth, Florida



BUILDING 'A' - SECOND FLOOR LIFE SAFETY PLAN

3/16"=1'-0"

THE WORK IS LIMITED TO THE CREATION OF 3 GROUP ROOMS (5-208, 5-209, 5-210) AND 1 OFFICE (7.212).

LIFE SAFETY NOTES:

1. ALL OCCUPANCIES ON THIS LEVEL ARE GROUP 'B'.
2. ALL EXITS ARE EXISTING TO REMAIN.
3. THE EXIT SIGNS ARE EXISTING TO REMAIN.
4. EMERGENCY LIGHTS ARE EXISTING TO REMAIN.
5. THE BUILDING IS PROVIDED WITH AN EXISTING FIRE SPRINKLER SYSTEM.
6. THE BUILDING IS PROVIDED WITH AN EXISTING FIRE ALARM SYSTEM.

SYMBOL LEGEND:

- EXISTING SEMI-RECESSED FIRE EXTINGUISHER - WALL MOUNTED
- EXIT SIGNS & EMERGENCY LIGHTING - SEE ELECTRICAL
- HORN STROBE AND PULL STATION - SEE FIRE ALARM
- COMMON PATH OF TRAVEL
- TRAVEL DISTANCE

revision:	
date:	

commission: 25.026
principal: ERIC ANDERSON
project manager: MTO

file name: 5026-A-102-LS
date: 10.24.2025

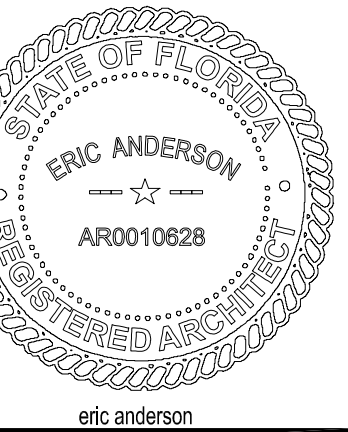
title: BUILDING 'A'
SECOND FLOOR
LIFE SAFETY PLAN

102

of 6 A

consultant:

seal:



A Renovation for:
**Banyan Treatment Center
Building 'B'**
4020 Lake Worth Road
Lake Worth, Florida

revision:

date:

commission: 25.026
principal: ERIC ANDERSON
project manager: MTO

file name: 5026-A-101-LS

date: 10.24.2025

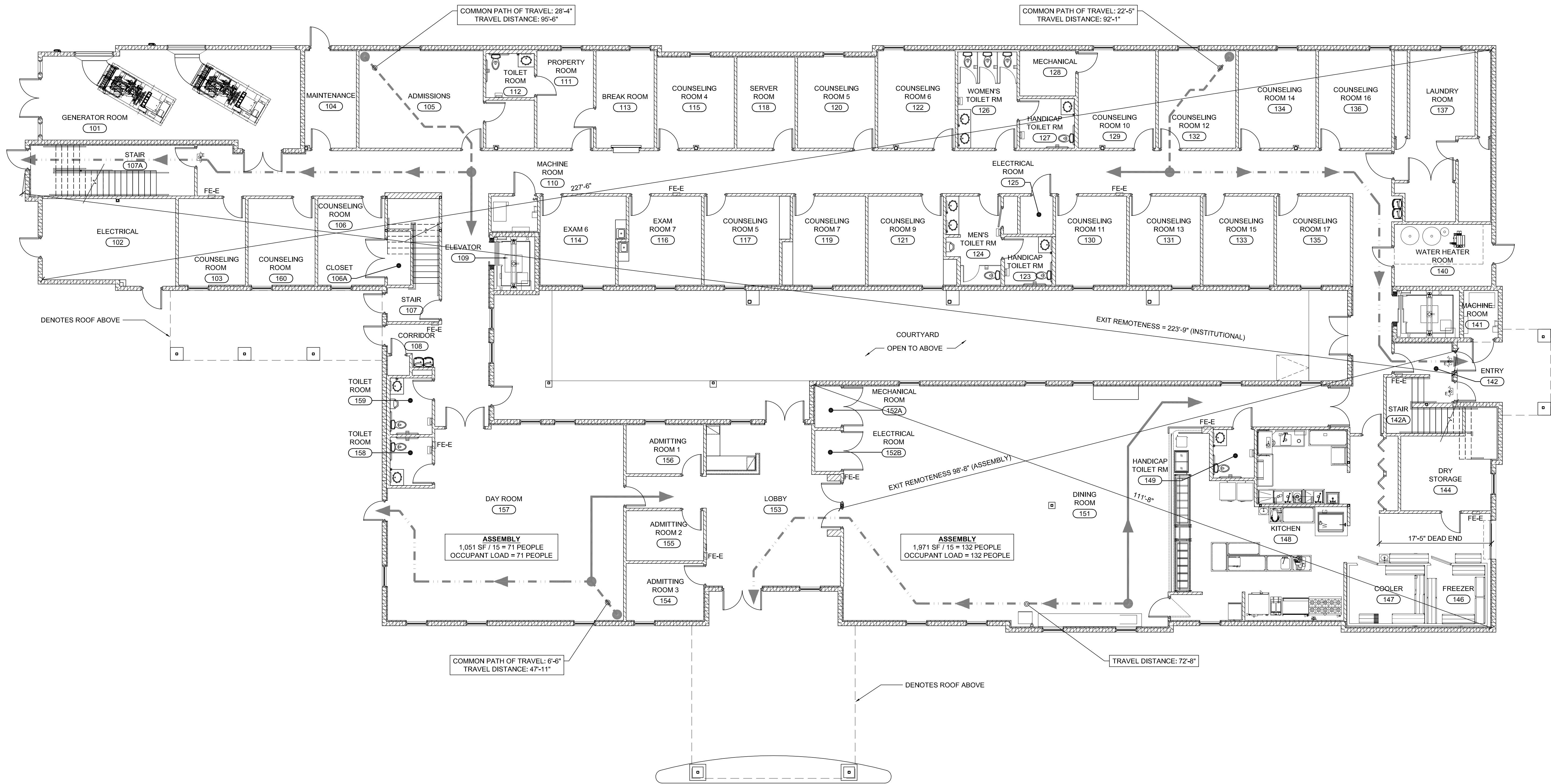
title:

**BUILDING 'B'
FIRST FLOOR
LIFE SAFETY PLAN**

101

of 8 A

AA C001997



BUILDING 'B' - FIRST FLOOR LIFE SAFETY PLAN

1/8"=1'-0"

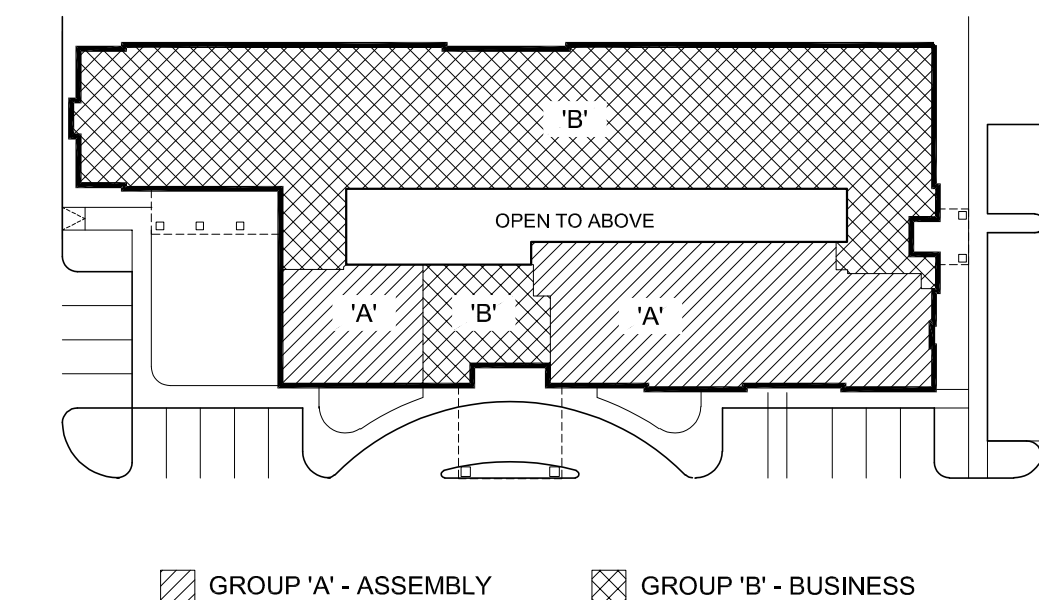
CONSTRUCTION ON THE FIRST FLOOR IS LIMITED TO THE REPAIR OF THE OVERHEAD DOOR AT KITCHEN (148) AND MISCELLANEOUS FINISHES - NO NEW "CONSTRUCTION".

LIFE SAFETY NOTES:

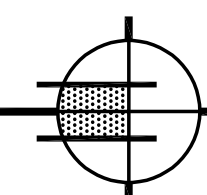
1. THE OCCUPANCY TYPE ON THIS LEVEL VARIES - SEE 1ST FLOOR OCCUPANCY PLAN.
2. ALL EXITS ARE EXISTING TO REMAIN.
3. THE EXIT SIGNS ARE EXISTING TO REMAIN.
4. EMERGENCY LIGHTS ARE EXISTING TO REMAIN.
5. THE BUILDING IS PROVIDED WITH AN EXISTING FIRE SPRINKLER SYSTEM.
6. THE BUILDING IS PROVIDED WITH AN EXISTING FIRE ALARM SYSTEM.

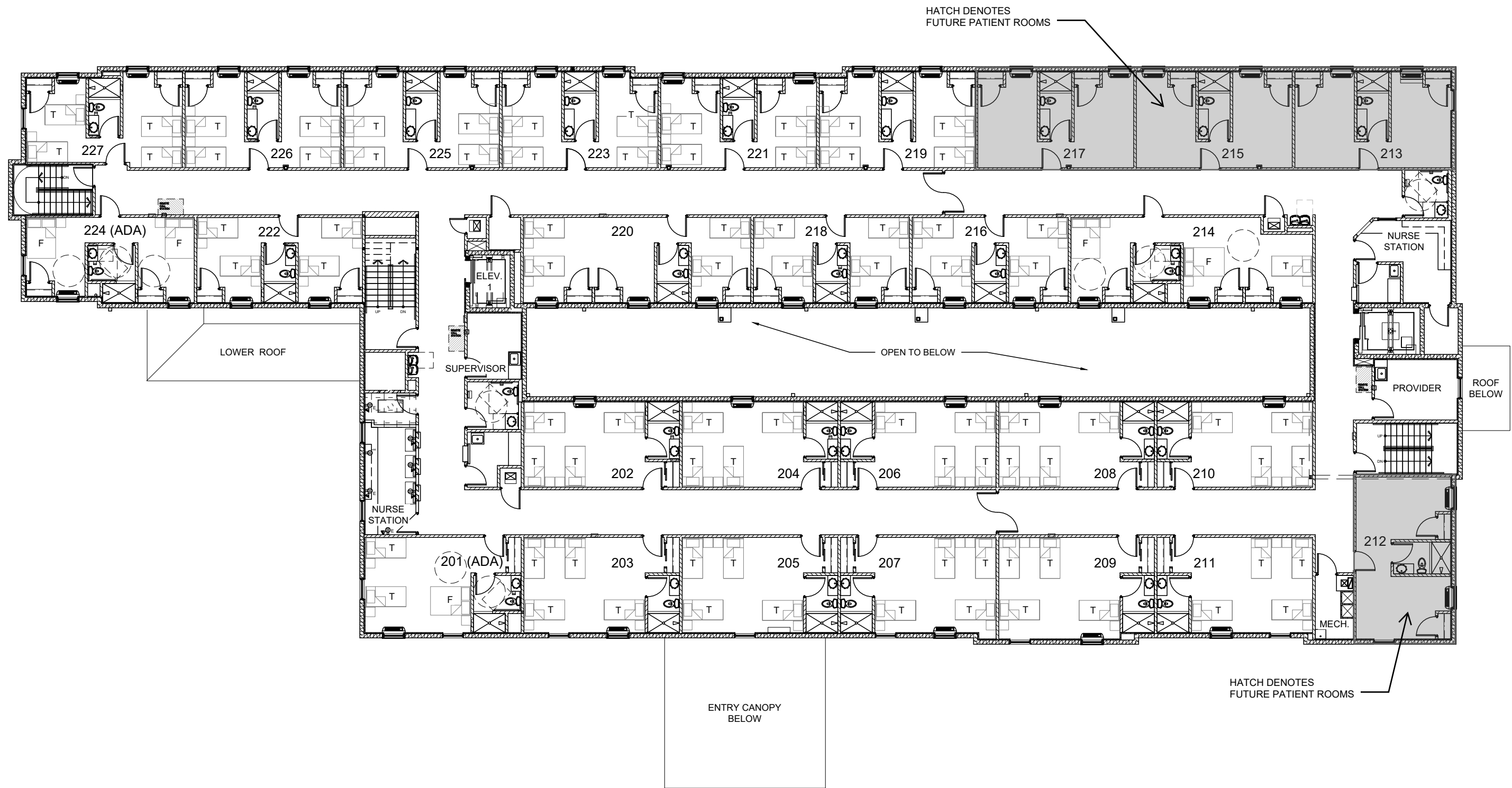
SYMBOL LEGEND:

- FE-E EXISTING SEMI-RECESSED FIRE EXTINGUISHER - WALL MOUNTED
- EXIT SIGNS & EMERGENCY LIGHTING - SEE ELECTRICAL
- HORN STROBE AND PULL STATION - SEE FIRE ALARM
- COMMON PATH OF TRAVEL
- - - TRAVEL DISTANCE



1ST FLOOR OCCUPANCY PLAN
NOT TO SCALE





Scale: 1/16" = 1'-0"

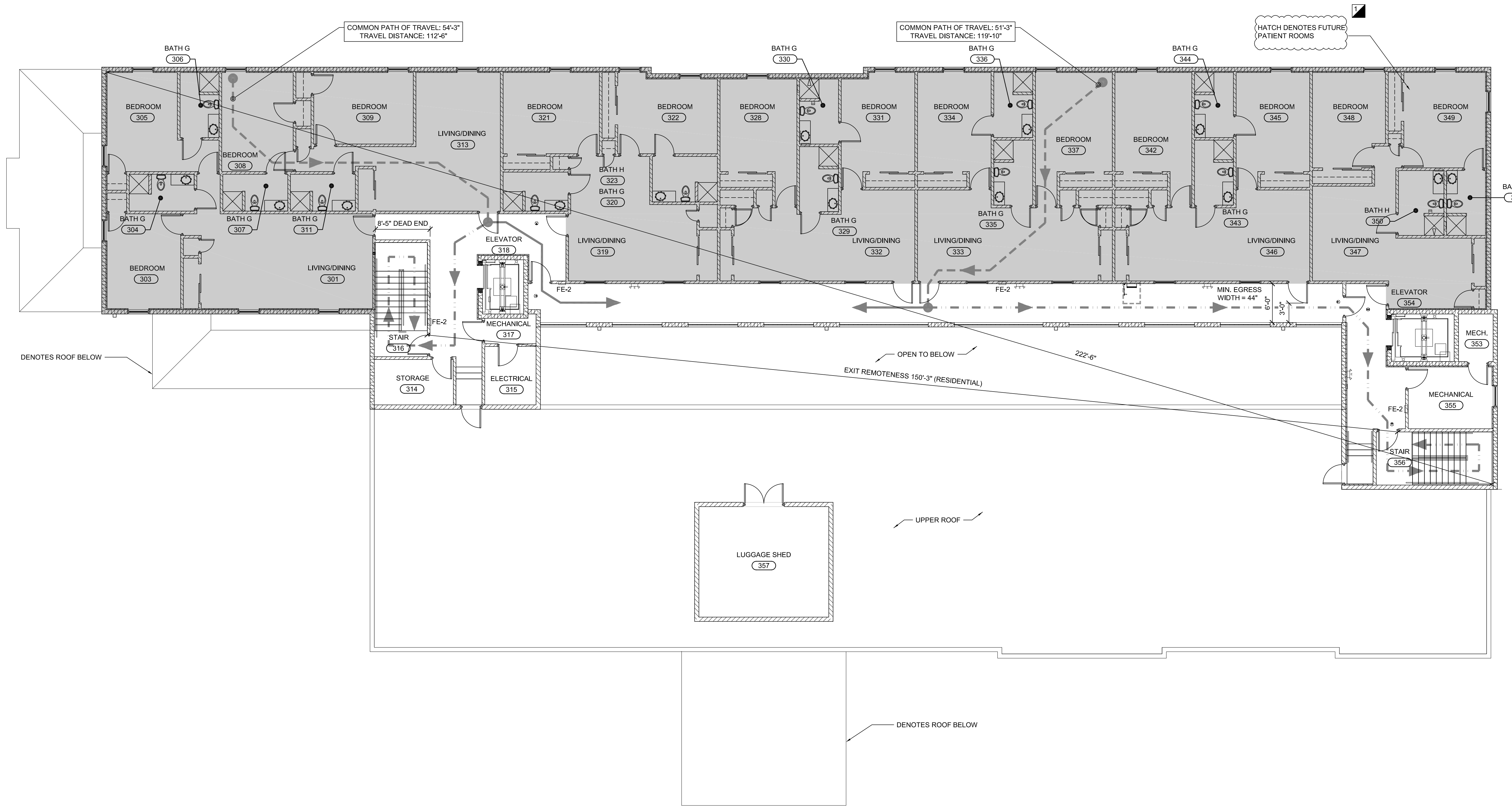
**BANYAN TREATMENT CENTER - PROPOSED BED PLAN (88 BEDS - INCLUDES 5 ADA)
BUILDING B, SECOND FLOOR**

4020 Lake Worth Road, Village of Palm Springs FL

25-026

12-17-2025





BUILDING 'B' - THIRD FLOOR LIFE SAFETY PLAN

1/8"=1'-0"

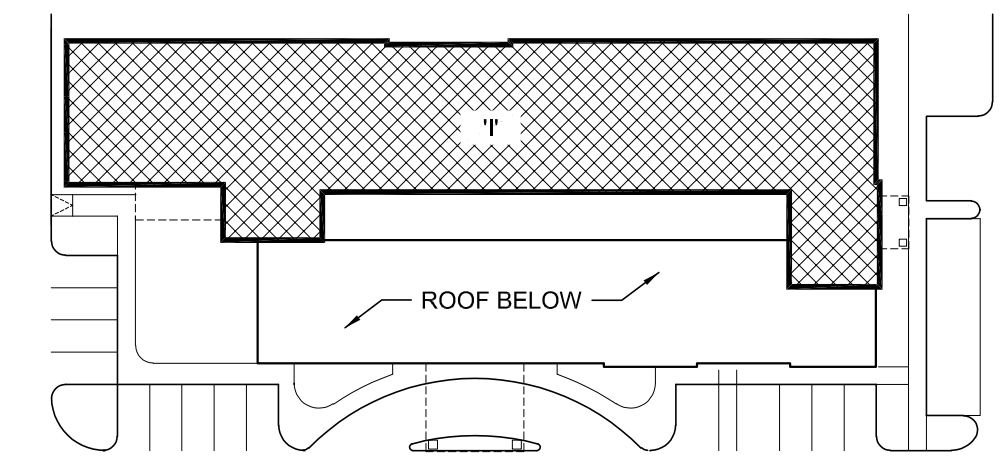
NO CONSTRUCTION AT THIS LEVEL.

SYMBOL LEGEND:

- EXISTING SEMI-RECESSED FIRE EXTINGUISHER - WALL MOUNTED
- EXIT SIGNS & EMERGENCY LIGHTING - SEE ELECTRICAL
- HORN STROBE AND PULL STATION - SEE FIRE ALARM
- COMMON PATH OF TRAVEL
- TRAVEL DISTANCE

LIFE SAFETY NOTES:

1. OCCUPANCIES TYPE ON THIS LEVEL IS INSTITUTIONAL 'I'.
2. ALL EXITS ARE EXISTING TO REMAIN.
3. THE EXIT SIGNS ARE EXISTING TO REMAIN.
4. EMERGENCY LIGHTS ARE EXISTING TO REMAIN.
5. THE BUILDING IS PROVIDED WITH AN EXISTING FIRE SPRINKLER SYSTEM.
6. THE BUILDING IS PROVIDED WITH AN EXISTING FIRE ALARM SYSTEM.



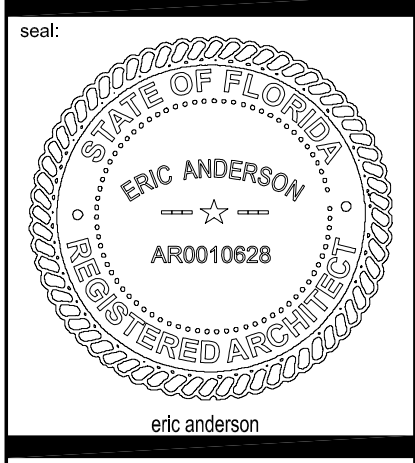
3RD FLOOR OCCUPANCY PLAN

NOT TO SCALE



399 CAMINO GARDENS BLVD., SUITE 202
BOCA RATON, FLORIDA 33432
V: 561.362.0220
www.andersonarchitecture.com

consultant:



A Renovation for:
**Banyan Treatment Center
Building 'B'**
4020 Lake Worth Road
Lake Worth, Florida

revision:	OWNER REQUESTED REVISIONS
1	12.17.2025

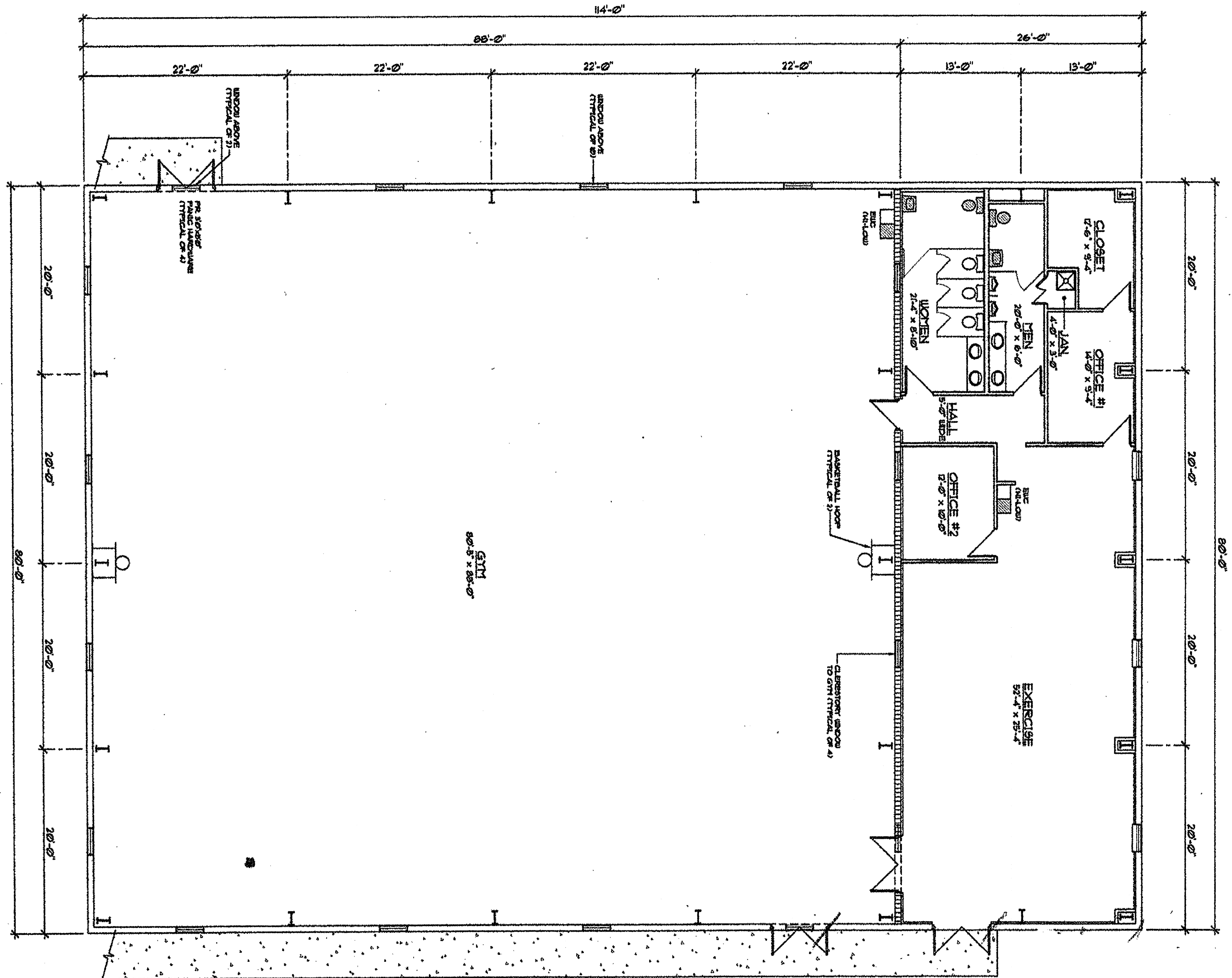
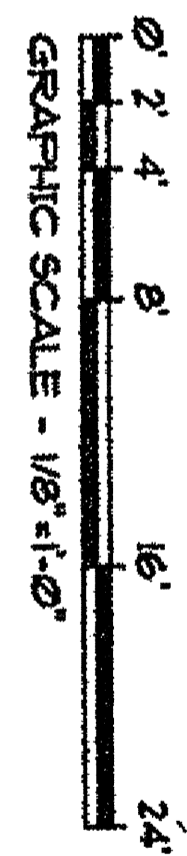
commission: 25.026
principal: ERIC ANDERSON
project manager: MTO

file name: 5026-A-103-LS
date: 10.24.2025

title: BUILDING 'B'
THIRD FLOOR
LIFE SAFETY PLAN

103
of 8 A
AA C001997

PRELIMINARY FLOOR PLAN #2



MARCH 18, 2015

DATE	3
BY	GAUT
REK	15-13
SCALE	AS NOTED
DATE	MARCH 18, 2015
CONTR. NO.	15-13
SHEET	1
TOTAL SHEETS	3

NEW ATHLETIC BUILDING

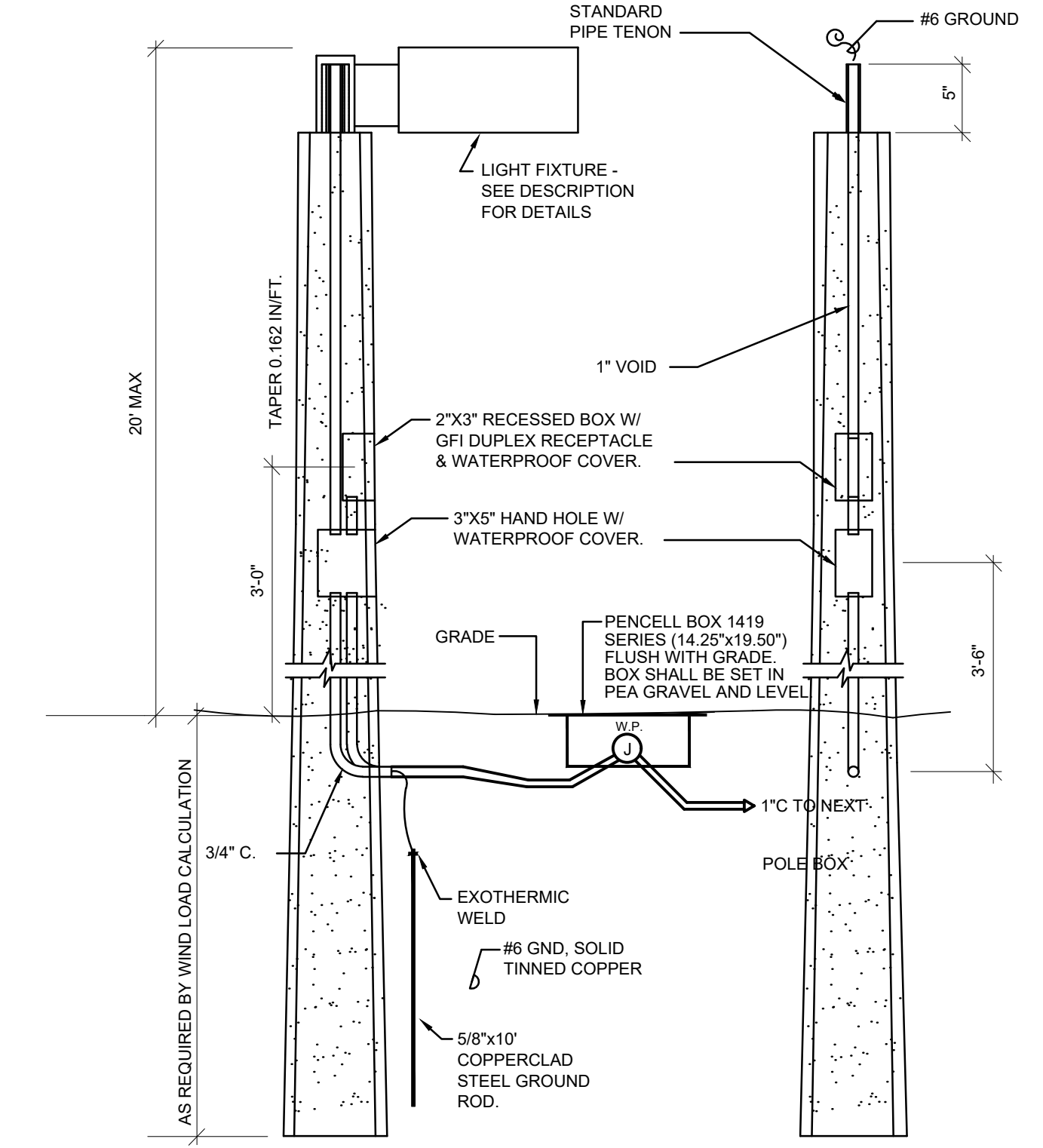
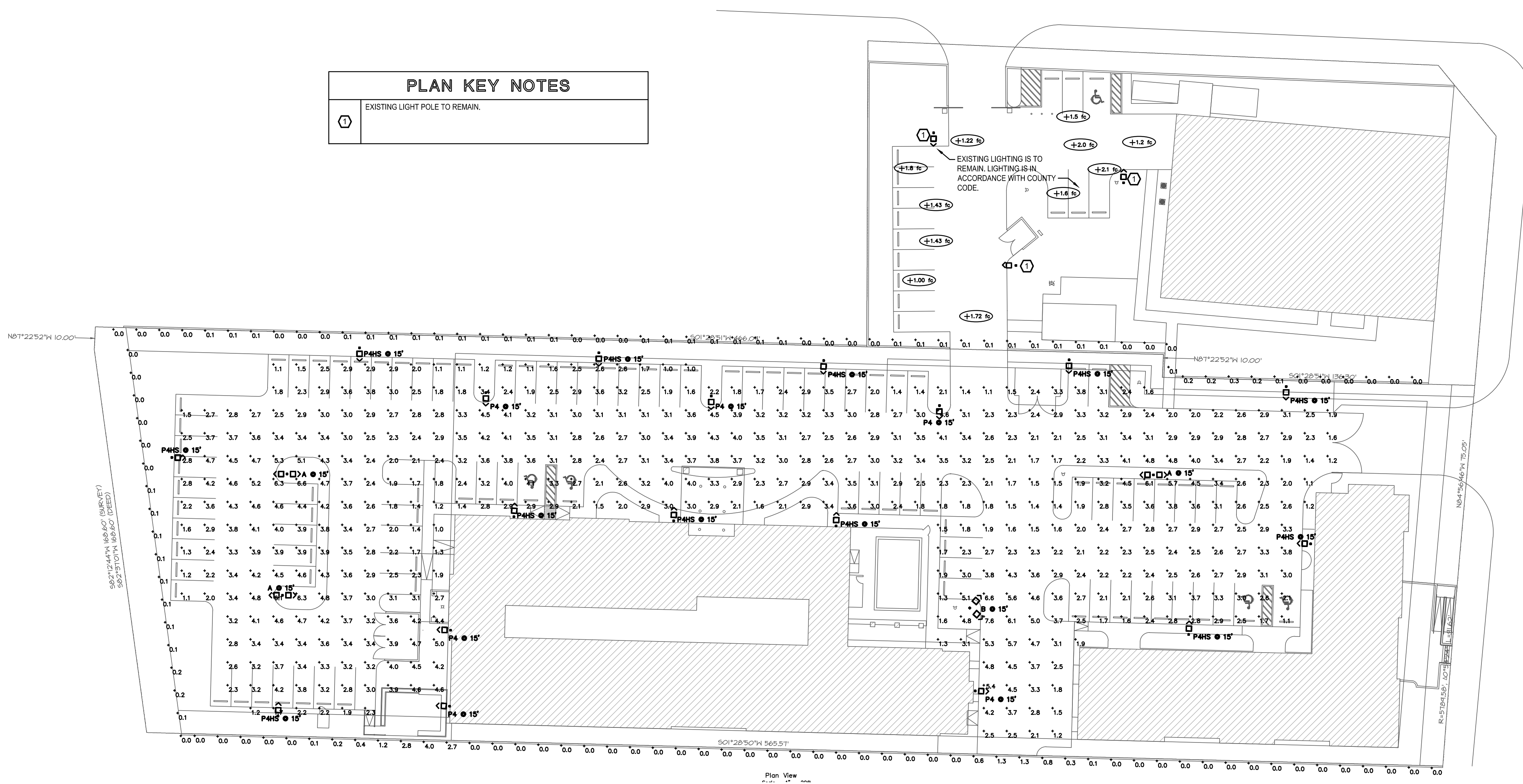
THE RETREAT

4140 LAKE WORTH ROAD
PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

KUOPPALA & ASSOCIATES, P.A.
ROBERT E. KUOPPALA ARCHITECTS
 FLORIDA ARCHITECT #9481 LICENSE #AAC-001658
 926 SOUTH MILITARY TRAIL, SUITE D-10661) 682-1909-OFF.
 WEST PALM BEACH, FLORIDA 33415 (581) 682-1975-FAX.

REVISIONS	BY

PLAN KEY NOTES	
Ⓛ	EXISTING LIGHT POLE TO REMAIN.



NOTE:
 POLE SUPPLIER SHALL CERTIFY THAT POLE AND FIXTURE MEET THE FOLLOWING
 FBC WIND LOAD CRITERIA
 V_{ult} = 215 MPH (3 SECOND GUST)
 V_{asd} = 170 MPH (3 SECOND GUST)
 POLE SUPPLIER SHALL PROVIDE SIGNED & SEALED CALCULATIONS
 BY A FLORIDA STATE REGISTERED ENGINEER.
 POLE LOCATION: SET BACK CENTER-LINE OF POLE SHALL BE 42 INCHES FROM THE
 CENTER-LINE OF PARKING STANDARD WHERE POSSIBLE. LOCATION OF ALL POLES
 MUST BE COORDINATED WITH ALL TRADES TO INSURE NO INTERFERENCES.
 THE PHOTOMETRICS SHOWN ARE BASED ON LIGHT FIXTURES INDICATED ON THE
 LUMINAIRE SCHEDULE. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING
 FIXTURES INDICATED. IF THE CONTRACTOR SUBSTITUTES FIXTURES, THE
 CONTRACTOR IS RESPONSIBLE FOR PROVIDING POINT-BY-POINT CALCULATIONS
 FOR THE FIXTURES BEING SUBMITTED FOR APPROVAL.

FIXTURE A CONCRETE DIRECT BURIAL POLE DETAIL
 N.T.S.

OVERALL SITE PLAN
 SCALE: 30'=1'-0"

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
EAST PROPERTY LINE	+	0.3 fc	4.0 fc	0.0 fc	N/A	N/A
PARKING	+	3.0 fc	7.6 fc	1.0 fc	7.6:1	3.0:1
SOUTH PROPERTY LINE	+	0.1 fc	0.2 fc	0.0 fc	N/A	N/A
WESTG. PROPERTY LINE	+	0.1 fc	0.3 fc	0.0 fc	N/A	N/A

LEGEND:
 (+XX fc) DENOTES: RECORDED VALUE TAKEN BY ENGINEER AT TIME OF SITE VISIT

Schedule								
Symbol	Label	QTY	Catalog Number	Description	Lumens per Lamp	LLF	Wattage	Number Lamps
Ⓛ	P3	0	DSX1 LED P2 40K 80CRI T3M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 3 Medium	8958	0.95	67.79	1
Ⓛ	P4	6	DSX1 LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	9092	0.95	67.79	1
Ⓛ	P4H S	12	DSX1 LED P1 40K 80CRI BLC4	D-Series Size 1 Area Luminaire P1 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control	5235	0.95	50.9	1
Ⓛ	A	3	DSX1 LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	9092	0.95	135.58	1
Ⓛ	B	1	DSX1 LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	9092	0.95	135.58	1
Ⓛ			DSX1 LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	9092	0.95	67.79	1
Ⓛ			DSX1 LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	9092	0.95	67.79	1

D-Series Size 1 LED Area Luminaire

EXAMPLE: DSX1 LED P2 40K 70CRI T3M MVOLT SPA NLTAR2 PIRHN DDBXD

Specifications

EPA: 0.69 ft² (0.06 m²)
 Length: 32.71" (83.1 cm)
 Width: 14.26" (36.2 cm)
 Height H1: 7.88" (20.0 cm)
 Height H2: 2.73" (6.9 cm)
 Weight: 34 lbs (15.4 kg)

Ordering Information

DSX1 LED	P2	40K	80	T3M	MVOLT	Shipping
Series	LEDs	Color temperature*	Color Rendering Index*	Distribution	Voltage	Mounting

Shipped installed

PER7 Seven-pin receptacle only (controls ordered separately)^{1,2}
 FMO Field adjustable output^{1,2,3}
 BL30 Bi-level switched dimming, 50%^{1,2}
 BL50 Bi-level switched dimming, 50%^{1,2}
 DMK 30°-60° dimming wipers pulled outside fixture for use with an external control, addressable separately¹
 PER NEMA twist-lock receptacle only (controls ordered separately)¹
 PER5 Five-pin receptacle only (controls ordered separately)^{1,2}

Shipped installed

SPROCKY 200V surge protection
 HNS Houseline shield (black finish standard)¹
 L90 Left coated optics¹
 R90 Right coated optics¹
 CCE Coastal (Corona)^{1,2}
 HA 50% ambient operation¹
 BAA Bay Area (California) Act and/or Build America Buy America Qualified
 SF Single face (120, 277, 347V)^{1,2}
 DF Double face (120, 240, 480V)^{1,2}
Shipped separately
 EGR External Glass Shield (reversible, field installed, matches housing finish)
 B50B Bird Spikes (field install required)

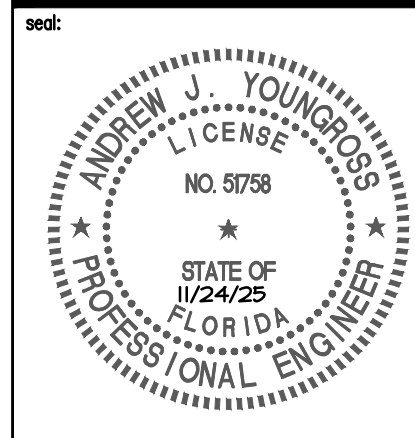
Finish options

DBRD Dark Bronze
 BLKD Black
 SNKD Natural Aluminum
 WHWD White
 DBTD Textured dark bronze
 BLBD Textured black
 SNBD Textured natural aluminum
 DWWD Textured white



399 CAMINO GARDENS BLVD, SUITE 202
 BOCA RATON, FLORIDA 33432
 V: 561.362.0220
 www.andersonarchitecture.com

consultant:
TYECC HVAC PLUMBING ELECTRICAL
 2000 PINEAPPLE AVENUE, SUITE 100
 BOCA RATON, FLORIDA 33432
 WWW.TEFCFLA.COM
 TO THE BEST OF OUR KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE LATEST APPLICABLE BUILDING CODE.
 CERTIFICATE OF AUTHORIZATION NO. 25866
 902 CLINT MOORE RD, # 142
 BOCA RATON, FL 33487
 E-MAIL: TYECC@TEFCFLA.COM
 TEL: 561-274-0200
 FAX: 561-274-0222



A Renovation for:
Banyan Treatment Center
Site Lighting
 4020 Lake Worth Road
 Lake Worth, Florida

revision:	
date:	
commission:	25179/25-026
principal:	AA/AJY
designer:	MI
TYECC Job #:	25179
date:	11/24/2025
title:	PHOTOMETRIC - SITE PLAN

NOTE
 THESE DRAWINGS ARE PREPARED PER ESTABLISHED INDUSTRY STANDARDS AND REPRESENT THE ENGINEERS DESIGN CONCEPT. THEY ARE NOT INTENDED TO PROVIDE EVERY DETAIL OR CONDITION REQUIRED TO CONSTRUCT THE BUILDING. THE CONTRACTOR THROUGH SUBMITTALS AND OTHER COORDINATION EFFORTS IS FULLY RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERATIONAL BUILDING WHETHER INDICATED ON THE PLANS OR NOT.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ANDREW J. YOUNGROSS ON THE DATE ADJACENT TO THE SEAL.
 SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

BOCA RI LLC
dba BANYAN PALM BEACH



SECURITY MANAGEMENT PLAN

Banyan
TREATMENT CENTERS

PURPOSE

The purpose of this plan is to establish security protocols and procedures that ensure the safety of clients, staff, and visitors while also complying with state and local authorities.

This policy applies to all staff members, clients, visitors, vendors, and contractors associated with Boca RI LLC, doing business as Banyan Palm Beach.

The Executive Director and/or their designee are responsible for implementing and maintaining this policy and its procedures. The Safety Officer and/or their designee are tasked with disseminating this information to employees.

All staff members play a role in creating and maintaining a secure environment in their respective areas of service.

GOALS AND OBJECTIVES

The goals and objectives of the Security Management Plan include, but are not limited to, the following:

- A. Support an efficient, comprehensive Security Management Program.
- B. Assure that performance standard activities evaluate the effectiveness of the Security Management Program.
- C. Integrate Risk Management into the overall Security Management Program.
- D. Utilize the Incident Reporting System and other occurrence reports to investigate events involving property damage, injury, theft, vandalism, or other security-related occurrences.
- E. Conduct Safety & Security Surveys to ensure the identification of environmental hazards and unsafe security practices.

COMPONENTS

The Security Management Program includes, but is not limited to the following:

- 1. The appointment of a Safety Officer by the Executive Director who is responsible for developing, implementing, and monitoring the organization's Security Management Plan.
- 2. Addressing security issues concerning clients, visitors, employees, or property.
- 3. Providing identification for all clients, employees, and authorized visitors.
- 4. Controlling access to facility grounds.

5. Emergency procedures that address actions taken in the event of a security incident or failure, and provision of additional personnel to control human and vehicle traffic in and around the environment of care during disasters.

PROCEDURE

A. Facility Access Control

1. Secured Facility:
 - i. The property is a secured facility with perimeter fencing and gates.
 - ii. Gates are closed and monitored at all times.
 - iii. Limited access areas are secured with additional lock points and are closely monitored by staff.
2. Controlled Access Points:
 - i. Entry and exit are limited to designated, monitored points.
 - ii. All access points are equipped with security cameras and/or electronic access controls to enhance oversight and deter unauthorized entry.

B. Visitor Screening:

1. All visitors must be pre-approved and screened at the main entrance.
2. Visitor identification is verified and logged.
3. Visitor badges are provided once screening is complete.
4. No guests or visitation permitted for residents, per policy.

C. Client Movement and Access

1. Restricted Movement:
 - i. Clients are not permitted to freely enter or exit the facility.
 - ii. Clients remain on property at all times, except for authorized, supervised transport (e.g., in facility vans).

D. Intake Procedures:

1. Intakes are scheduled in advance and screened through the corporate call center; the facility does not serve walk-in clients.
2. All new admissions are processed through a secured intake area.
3. Belongings are searched and inventoried. Any unsafe or nonapproved items are either confiscated or secured in a locked storage area.
4. Risk assessments (including suicide risk) are conducted at intake. All clients are screened by qualified staff to ensure they are appropriate for admission into the facility.

5. If clients are not appropriate for admission, the facility will coordinate care with other local providers and arrange for transportation off property.

E. Discharge Procedures:

1. The facility provides comprehensive case management services.
2. Client discharges will be coordinated with external providers.
3. The facility will provide resources to ensure that clients are transported when they are discharged.
 - i. The facility will operate vans for local transportation.
 - ii. The organization's national transportation team will also be available to ensure discharge transportation is available.
 - iii. Case management will secure rides via local providers, in the event organization transportation is unavailable.
4. In the event of psychiatric issues requiring a Baker Act, staff shall endeavor to work first with private ambulance transportation to safely manage discharge to the local hospital to prevent burden on public emergency resources.

F. Elopement Protocols

1. Elopement Policy:
 - i. If a client elopes from the facility they will not be permitted to return.
 - Staff document and report all unauthorized departures immediately.
2. Re-admittance:
 - i. No re-admittance for clients who have eloped, as per policy.

G. Security Surveillance

1. Staffing:
 - i. The facility is staffed in accordance with state and accreditation standards to ensure the safety of the clients.
 - ii. Medical and accountability rounds are performed at thirty-minute intervals throughout the day to ensure clients are safe and present in treatment, and to mitigate potential elopement risks.
2. Security Cameras and Monitoring
 - i. Security cameras are installed at all primary access points, common areas, and other strategic locations.
 - ii. Camera feeds are viewable from monitors located at the nursing station, behavioral health technician office, and other department head offices, allowing the observation activities in real-time as part of routine monitoring.

- iii. Camera monitoring is integrated into the general safety oversight of the facility; authorized personnel may review footage as needed to support client safety and incident response but are not solely responsible for continuous surveillance.
 - iv. Recorded footage is retained and reviewed according to facility policy and applicable regulations, with access limited to authorized personnel only.
3. External Security:
- i. Regular perimeter checks by staff.
 - ii. Individual patient rounds are conducted at thirty-minute intervals to ensure all clients are safely on premises at all times and no unauthorized visitors access the property.
 - iii. Gates and external doors are checked and secured at scheduled intervals.

H. Incident Response and Reporting

1. *Banyan understands that it may be required to:*

i. Incident Thresholds:

- If incidents (complaints or calls for service) exceed one per week, Banyan will implement additional security measures at its own expense.
- Measures may include hiring on-site security personnel or an on-site police detail.
- If Baker Act transportation via local emergency is required more than once per week, Banyan will collaborate with the local municipality to reimburse any costs associated with transportation, when required.

2. Documentation:

- i. All incidents are documented and reviewed by the administration.
- ii. Incident logs are available for inspection by municipal officials.

I. Reporting and Investigating Security Issues

1. Incidents that occur that deviate from the security expectations (listed below) must be reported via the incident reporting platform as soon as possible after an incident occurs.
2. Security-related incident reports will be reviewed, and recommendations will be made when corrective action is necessitated.

J. Security Expectations

1. Staff Identification

- i. All staff members will wear a name badge while on the property.

2. Confidentiality

- i. Staff members are to make every effort to protect confidentiality per 42 CFR Part 2 and HIPAA requirements.
- ii. While in the workplace, staff is to keep client names or other identifying information out of the eyesight of people passing by their workstations who do not have privileges to view confidential information.
- iii. Conversations about client treatment issues in public areas are discouraged.
- iv. Information about clients is not to be shared in public.
- v. If a staff member witnesses a client's confidentiality being violated, they are to inform their supervisor immediately.

3. Unauthorized visitors

- i. All staff members must redirect and escort unsecured visitors to the reception area for visitor screening. If the visitor is unauthorized, they must be escorted off the property.

4. Substances

- i. Substance abuse by staff is not tolerated.
- ii. Substance abuse by clients is not tolerated.

5. Weapons

- i. Weapons are prohibited.
- ii. Individuals carrying weapons are to be instructed to leave the property.
- iii. If an individual carrying a weapon remains on the property, notify the local police immediately and then alert the Operations Director.
- iv. An incident report must be filed.

6. Theft

- i. If client, visitor, or staff items are stolen, an incident report must be completed.
- ii. The Operations Director or designee will direct appropriate staff to investigate if necessary.

K. Employee Education

- 1. All employees receive specific security education during new hire orientation, which will be reviewed annually.

L. Evaluation / Reporting

The Security Management Plan will be evaluated annually to determine if the scope and objectives, performance, and effectiveness are consistent with the plan's intent.

Data gathered from surveillance rounds, questionnaires, and review by the Committee of the Whole will provide the basis for evaluation.

Performance Standards related to this plan are measured and assessed on an ongoing basis.



October 20, 2025
Revised November 3, 2025

Mr. Quazi Bari, P.E.
Palm Beach County Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, Florida 33411-3745

**Re: The Retreat, Villag of Palm Springs - #PTC25-052
Concurrency Traffic Statement**

Dear Mr. Bari:

The purpose of this letter is to provide a traffic statement for the above referenced project to determine if the proposed development meets the requirements of Article 12, Traffic Performance Standards, of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The site is located in the southeast quadrant of Lake Worth Road and Cooley Court in the Village of Palm Springs, as shown on **Attachment 1**. Access to the site is via a right-in/right-out driveway on Lake Worth Road and a full access driveway connection to Cooley Court. Existing on site is a 65-bed rehabilitation facility. It is proposed to expand the facility to a total of 88 beds. The buildout of this project is projected to be 2029. The Parcel Control Number (PCN) is 70-42-44-25-00-000-1010.

Attachments 2A and 2B provide the Daily and Peak Hour trip generation for the existing and proposed uses. **Attachment 2C** provides the comparison of trips. As shown, the maximum net new peak hour trip generation is three trips. Per Article 12.D.1.C.2, of the Palm Beach ULDC, because the project generates fewer than 21 peak hour trips, a traffic study is not required. The project traffic has an insignificant impact on area roadways and is, therefore, in compliance with the Palm Beach County Traffic Performance Standards.

Please contact me by phone or at rmulcahy@pindertroutman.com if you have any questions.

Sincerely,

Rebecca J. Mulcahy, P.E.
Vice President

Attachments

Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570

This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 11/3/25 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

Attachment 1 The Retreat Project Location



Attachment 2A
The Retreat
Trip Generation - Existing Uses

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips	Pass-by Trips (1)	New Trips
Nursing Home/ Rehab Facility	620	65 Beds	3.06 / Bed	50%	199	20 10%	179
TOTAL					199	20	179

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Pass-by Trips (1)	New Trips		
					In	Out	Trips		In	Out	Trips
Nursing Home/ Rehab Facility	620	65 Beds	0.14 / Bed	72%	6	3	9	1 10%	5	3	8
TOTAL					6	3	9	1	5	3	8

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Pass-by Trips (1)	New Trips		
					In	Out	Trips		In	Out	Trips
Nursing Home/ Rehab Facility	620	65 Beds	0.14 / Bed	33%	3	6	9	1 10%	3	5	8
TOTAL					3	6	9	1	3	5	8

(1) Source: Palm Beach County Traffic Division and ITE *Trip Generation, 11th Edition*.

Attachment 2B
The Retreat
Trip Generation - Proposed Uses

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips	Pass-by Trips (1)	New Trips
Nursing Home/ Rehab Facility	620	88 Beds	3.06 / Bed	50%	269	27 10%	242
TOTAL					269	27	242

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Pass-by Trips (1)	New Trips		
					In	Out	Trips		In	Out	Trips
Nursing Home/ Rehab Facility	620	88 Beds	0.14 / Bed	72%	9	3	12	1 10%	8	3	11
TOTAL					9	3	12	1	8	3	11

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Pass-by Trips (1)	New Trips		
					In	Out	Trips		In	Out	Trips
Nursing Home/ Rehab Facility	620	88 Beds	0.14 / Bed	33%	4	8	12	1 10%	4	7	11
TOTAL					4	8	12	1	4	7	11

(1) Source: Palm Beach County Traffic Division and ITE *Trip Generation, 11th Edition*.

Attachment 2C
The Retreat
Trip Generation Comparison

	<u>Daily</u>	<u>AM Peak Hour</u>			<u>PM Peak Hour</u>		
		<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
Existing Uses	179	5	3	8	3	5	8
Proposed Uses	<u>242</u>	<u>8</u>	<u>3</u>	<u>11</u>	<u>4</u>	<u>7</u>	<u>11</u>
Net New Trips:	63	3	-	3	1	2	3



November 7, 2025

Rebecca J. Mulcahy, P.E.
Pinder Troutman Consulting, Inc.,
601 Heritage Dr, Suite 493
Jupiter, FL 33458

RE: The Retreat
Project #: 251020
Traffic Performance Standards (TPS) Review

Dear Ms. Mulcahy:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated October 20, 2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Village of Palm Springs
Location:	Southeast quadrant of Lake Worth Road and Cooley Court
PCN:	70-42-44-25-00-000-1010.
Access:	One existing right-in/right-out driveway onto Lake Worth Road and an existing full access driveway onto Cooley Court <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Nursing Home/Rehabilitation Facility = 65 Beds
Proposed Uses:	Nursing Home/Rehabilitation Facility = 88 Beds
Net Daily Trips:	63 (Existing – Proposed)
Net Peak Hour Trips:	3 (3/0) AM; 3 (1/2) PM (Existing – Proposed)
New Daily Trips:	242
New Peak Hour Trips:	11 (8/3) AM; 11 (4/7) PM
Build-out:	December 31, 2029

Based on our review, the Traffic Division has determined the proposed development generates less than 21 peak hour trips. Therefore, a detailed traffic study is not required. The project meets the Traffic Performance Standards

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above, or as amended. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

**Engineering and
Public Works Department**
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marc Woodward

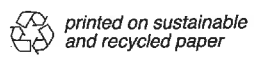
Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"





Rebecca J. Mulcahy, P.E.
November 7, 2025
Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email MRahman@pbc.gov.

Sincerely,

Moshir Rahman, Ph.D., P.E.
Professional Engineer
Engineering and Public Works Dept.
Traffic Division

MR:QB:ep

ec: Addressee
Iramis Cabrera, Director of Planning, Zoning & Building, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division
Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\MR\MUN\APPROVED\2025\251020 THE RETREAT.DOCX

JUSTIFICATION STATEMENT
BANYAN PALM BEACH – F.K.A. THE RETREAT
VILLAGE OF PALM SPRINGS
SITE PLAN AMENDMENT and SPECIAL EXCEPTION USE
AMENDMENT APPLICATIONS
ORIGINAL SUBMITTAL: NOVEMBER 2025
1st Resubmittal: December 15, 2025

Introduction:

On behalf of the property owner, BCP Florida Holdings, LLC, and its tenant, Boca RI, LLC dba Banyan Palm Beach (doing business nationally as “Banyan Treatment Centers”) (collectively the “Applicants”), their agents Jeffrey C. Lynne, Esq., of Cohen Norris Wolmer Ray Telepman Berkowitz & Cohen, and 2GHO Inc., respectfully request approval of a (i) a Special Exception Use Amendment to Resolutions 2013-49 and 2015-23 to increase the number of approved treatment beds from 65 to 88; and (ii) a Site Plan Amendment for any necessary site improvements associated therewith for the Banyan Palm Beach project, formerly known as “The Retreat.” The 3.17-acre subject site (PCN 70-42-44-25-00-000-1010) is located on the southeast corner of Lake Worth Road and Cooley Court in the Village of Palm Springs, Florida.

Request:

The Applicants seek to amend the previously approved Resolution No. 2013-49 which approved a site plan and special exception uses for the property and Resolution No. 2015-23 and which amendments seek to: (i) increase the number of approved beds from 65 to 88; and (ii) revise the type of clinical treatment provided from primary Substance Use Disorder treatment, licensed by the Department of Children and Families (DCF) to primary Mental Health care, licensed by the Agency of Health Care Administration (AHCA). The Applicants are not proposing any exterior changes to the existing buildings nor any increase in the overall square footage of the buildings. There is no distinction amongst the client population to be treated but for their primary diagnosis.

The purpose of the requested amendment is to meet ongoing increasing demand within the primary mental health space since the Covid pandemic. No addiction treatment

services are expected to be provided on-property though persons with co-occurring disorders of both Substance Use Disorder and Mental Health may be treated on-site on a case-by-case basis.

Hours of Operation for this facility are 24/7; staff is onsite 24 hours a day with clinicians present during the day working 8-hour shifts per day. The staff-to-resident ratio for clinicians is 1:10 and overall staff during waking hours 1:15.

The required security management plan has previously been provided to the Village and is being resubmitted with this application. This plan confirms established security protocols and procedures that ensure the safety of clients, staff, and visitors while also complying with state and local authorities.

Surrounding Property Information:

	EXISTING FLU	EXISTING ZONING	PCN	EXISTING USE
Subject Site	Commercial	CG	70-42-44-25-00-000-1010	CLF Type III
North	Commercial	CG	70-42-44-24-11-000-0010 70-42-44-24-00-000-5620	Commercial Commercial
South	PBC – MR-5	RM	Multiple PCNs	Residential
East	Commercial	CG	70-42-44-25-00-000-1380	Retail
West	Commercial	CG	00-42-44-25-00-000-1020	Commercial

History:

The original development order was approved in unincorporated Palm Beach County in 2009 for a rezoning to a Planned Mixed-Use Development and a Requested Use to allow a Congregate Living Facility – Type III, including outpatient services and a 65 bed inpatient residential treatment program for primary Substance Use Disorder (SUD), licensed by the Florida Department of Children and Families (DCF).

The following is a list of the approvals for the subject site:

LIST OF APPROVALS		
Resolution No.	Application Request	Date of Approval
R-2009-0174 R-2009-0175 R-2009-0176	PBC - These resolutions of approval were from the original approvals within unincorporated Palm Beach County – approval was a rezoning and a requested use to allow a CLF Type III	January 29, 2009
R-2013-45	The property was annexed into the Village of Palm Springs	2013

LIST OF APPROVALS		
Resolution No.	Application Request	Date of Approval
R-2013-49	Approved the site plan and special exception uses on the property	2013
R-2015-23	Approved a site plan amendment	2015

The property was annexed into the Village on July 26, 2013 via Annexation Agreement as approved by Resolution 2013-45. The Annexation Agreement acknowledged the then-pending application before Palm Beach County to approve the requested inpatient treatment facility use as a Type III Congregate Living Facility (CLF). After annexation and approval by the Village, the property was subsequently approved for expansion in 2015 to incorporate adjacent property to build an accessory use of a gymnasium on site, as approved by Resolution 2015-23.

After multiple discussions with the Village about the intention to expand the number of approved beds and the level of care once acquired, the property was purchased in June 2025 by the current owner and leased to Banyan Treatment Centers, a nationally-recognized leader in behavioral health care, for purposes of utilizing the campus for primary mental health care. A zoning verification letter was issued by the Village Attorney on June 10, 2025 confirming the ability of owner to continue utilizing the property for the approved purposes, with the ability to seek an expansion of beds to continue to keep the property and use viable.

Comprehensive Plan and Land Development Code Consistency:

The subject site's Future Land Use designation is Commercial and the Zoning is CG – Commercial General. These are both consistent with the Village's Comprehensive Plan and the Land Development Codes.

The existing current special exception approval for the site limited to 65 beds is based on the County's density regulations in place at the time of the initial development approval in 2013. Those regulations provide that the maximum number of resident beds shall be 28 per acre in a PUD planned unit development.

The original calculation of acreage was erroneous and identified the total property as being 3.12 acres rather than 3.17 acres. Based upon the current survey, the overall site acreage is 3.17 acres of land which will allow 88 beds ($3.17 \times 28 = 88.76$ or 88 gross). All associated application documents have been updated to reflect this revised bed count, ensuring consistency across the submitted materials.

Special Exception Standards:

1. The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.

Applicant's Response: The proposed special exception amendment remains consistent with the goals, objectives, and policies outlined in the Village's Comprehensive Plan. Specifically, it continues to support the Plan's intent to promote compatible land uses, encourage redevelopment and reinvestment in established areas, and enhance access to community-serving facilities.

2. The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.

Applicant's Response: The proposed special exception amendment remains consistent with the applicable land development and zoning regulations, as well as all other relevant provisions of the code. The requested increase in the number of beds continues to align with the density and intensity calculations previously approved for the project, ensuring continued compliance with established development parameters.

Please refer to the calculations referenced above for confirmation of consistency with prior approvals.

3. The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

Applicant's Response: The proposed special exception amendment remains compatible with the surrounding land uses, which include institutional uses such as the Salvation Army and adjacent multi-family residential developments. The increase in the number of beds will not alter the exterior of the existing buildings, nor will it affect the overall site layout. No additional parking is proposed as part of this amendment as the existing parking meets the code requirements.

The anticipated traffic impact associated with the additional beds is minimal, with only a nominal increase in trip generation. The proposed expansion will

operate within the capacity of existing infrastructure and will not adversely affect the surrounding transportation network or community character.

4. The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

Applicant's Response: The proposed special exception amendment does not result in a concentration of similar facilities along the Lake Worth Road corridor and this facility pre-dated any other facility which may have been approved subsequent thereto. Upon information and belief, there are no other Congregate Living Facilities (CLFs) located within the area, ensuring that the proposed expansion remains contextually appropriate and does not contribute to any potential concentration of similar uses.

The requested special exception amendment to increase the number of beds will not hinder future development within the area. On the contrary, the enhancement of services and capacity is expected to contribute positively to the corridor's economic vitality by further increasing local employment, improving access to care, and reinforcing the area's role as a diverse and sustainable community of various services.

5. The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception;
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Applicant's Response: The anticipated increase in beds and required employees will not strain local resources or negatively impact the surrounding properties. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception will be increased but not have any material impact on any adjacent properties or the surrounding neighborhood. All aspects of the use remain interior to the structures and the site, and therefore there is no noise, odor, visual, or other potential nuisance

factor generated by the special exception use. There is also no impact on the amount and flow of traffic within the vicinity of the proposed special exception use per the Traffic Statement prepared and provided by the Pinder Troutman firm.

6. That the proposed special use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - b. Does not adversely affect property values in adjacent areas.
 - c. Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
 - d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Applicant's Response: As noted above, the buildings are existing and the site layout will not change. The neighboring properties will continue to receive the same adequate light and air; the increase in beds will not adversely affect property values in adjacent areas as the current approvals have not adversely affects property values either; the existing special use has not been a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations and therefore neither will the expansion of the use; the expanded use will not negatively impact adjacent natural systems or public facilities; and the expansion of the use maintains existing pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

7. The proposed use would enhance and/or promote redevelopment of the village, fulfill redevelopment objectives, and/or have a positive economic impact on the village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retain and commercial) uses and businesses.

Applicant's Response: The existing use will continue to enhance and promote the ongoing redevelopment efforts within the Village specifically in this Lake Worth Road redevelopment corridor by allowing the growth and continued economic viability of the Special Exception use to meet high local demand. The expanded use continues to align with established redevelopment objectives by contributing to the revitalization of the area and supporting long-term planning goals.

Building Architecture:

The proposed site plan amendment does not include any changes to the exterior of the existing Buildings A, B, or C. All existing architectural features and site improvements will remain as currently constructed.

The scope of the amendment is limited to interior modifications within Building B, specifically on the second floor, to accommodate an increase of twenty-two (22) additional beds within existing bedroom spaces, and to revise the level of care from primary Substance Use Disorder licensed by DCF to primary Mental Health, licensed by AHCA. These changes are confined to the building's interior and do not impact the overall footprint, massing, or external appearance of the structure.

Site Access, Parking and Traffic:

The primary access to the property is provided via a gated entrance along Lake Worth Road, with a secondary access point located on Cooley Court. The proposed site plan amendment does not include any changes to the overall site layout, and no additional parking spaces are proposed as part of this amendment.

All existing access points and circulation patterns will remain unchanged, ensuring continued functionality and compatibility with surrounding infrastructure.

Palm Beach County Fire Station No. 31 will continue to provide service. Fire Station No. 31 is located at 3400 2nd Avenue North and is located on the north side of Lake Worth Road approximately $\frac{3}{4}$ of mile east of the subject site. The proximity to the site will provide appropriate emergency access response to the facility.

Drainage and Utilities:

As previously noted, the overall site layout will remain unchanged as part of this application. Consequently, the existing drainage patterns and utility infrastructure will remain in place without modification. No alterations are proposed that would impact stormwater management or utility service to the site. There are no existing deficiencies.

These conditions support the continued functionality of the site and ensure consistency with previously approved development standards.

Water and Sewer services to the site are existing from Palm Beach County Water Utilities Department and will remain with no proposed changes. There is a *de minimis* impact from the increase in beds.

The subject site abuts the Lake Worth Drainage District Canal L-12.

Buffers and Setbacks:

The approved landscape plan has been reviewed and confirmed to be in compliance with the applicable code requirements of the Village of Palm Springs. As the overall site layout remains unchanged under this application, all existing setbacks will be maintained without modification.

These conditions ensure continued consistency with previously approved development standards and reinforce compatibility with surrounding properties.

Conclusion:

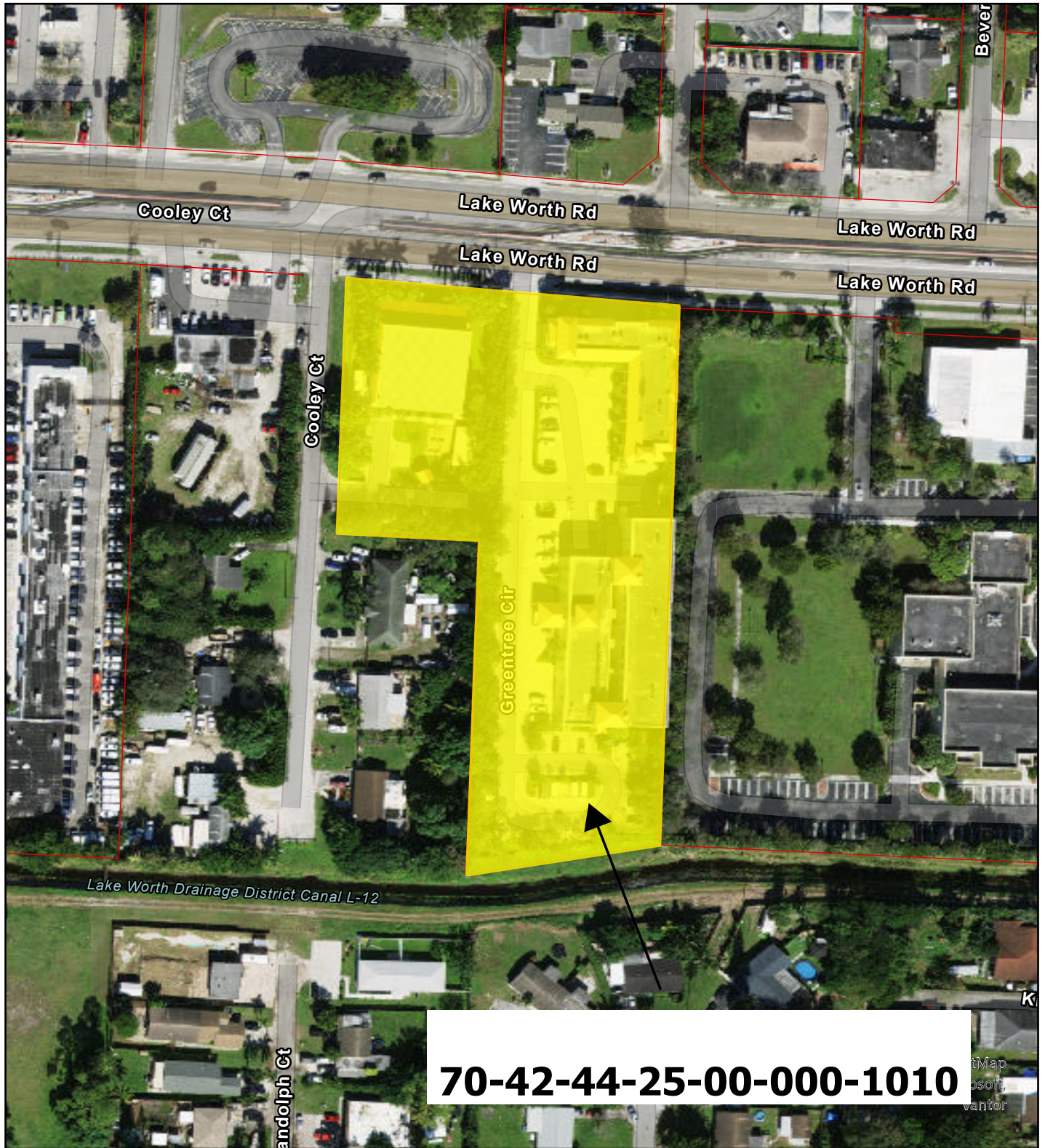
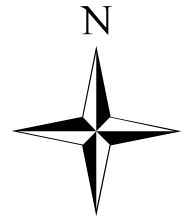
On behalf of the Applicants, we respectfully request approval of the proposed Site Plan and Special Exception amendments. Should you have any questions or require additional information, please do not hesitate to contact George G. Gentile at (561) 718-4320, Patricia Lentini at (561) 348-0696 or Jeffrey Lynne, Esq. at (561) 791-4368.





Village of Palm Springs

4140 Lake Worth Rd

The Retreat



-  Parcels
-  Proposel Parcel

Date: 12/15/2025

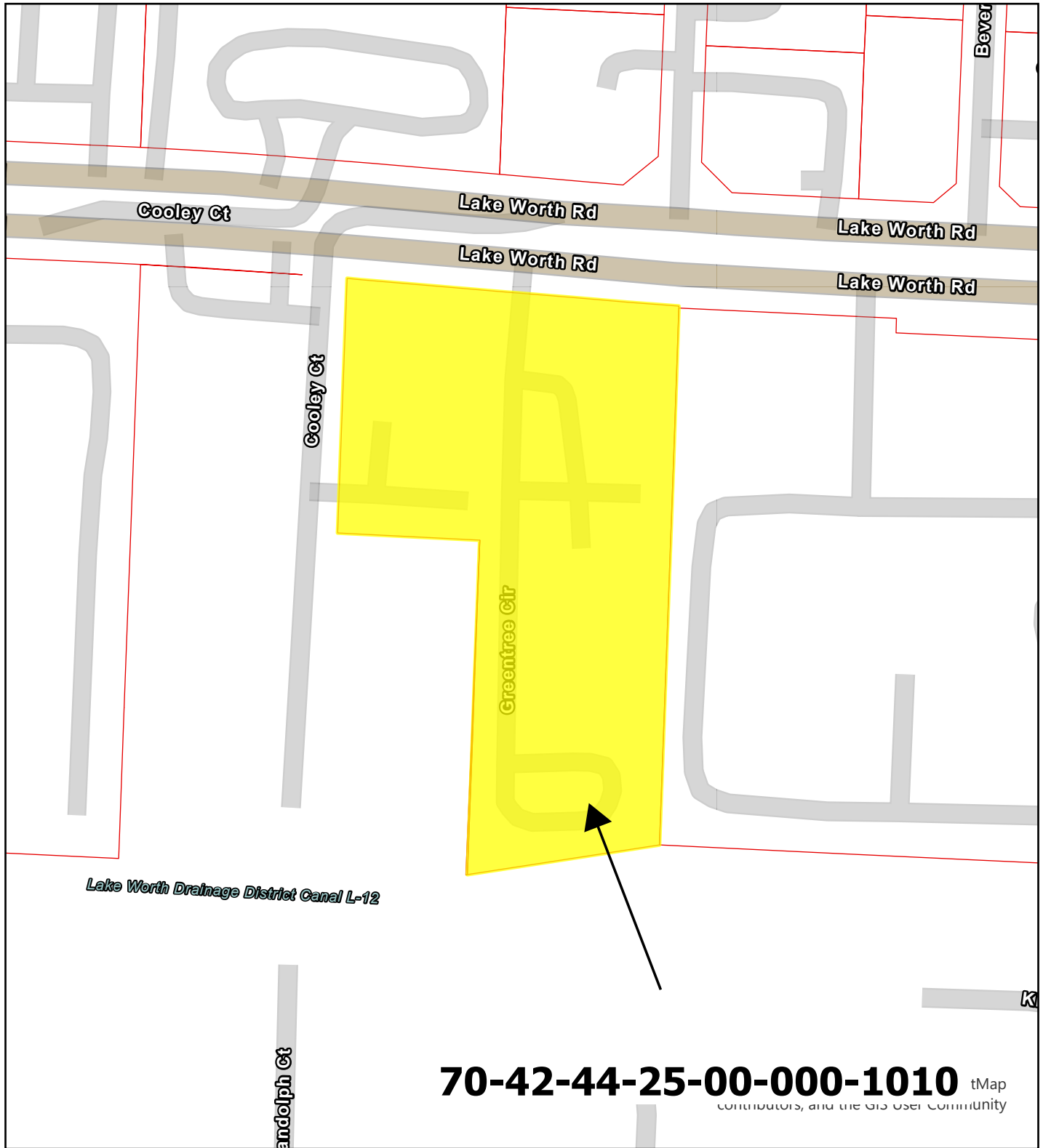
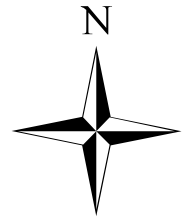
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Village of Palm Springs

4140 Lake Worth Rd

The Retreat



- Parcels
- Proposal Parcel



Village of Palm Springs

Executive Brief

AGENDA DATE: February 12, 2026

DEPARTMENT: Utilities

ITEM #8: (Second Reading Continued from November 13, 2025 Council Meeting) Ordinance No. 2025-13 - Code Amendment — Chapter 78, Schedule of Fees — Establishment of the Utilities' Schedule of Fees by Village Council Resolution

SUMMARY: Ordinance No. 2025-13 amends Chapter 78 – Utilities of the Village Code of Ordinances. The amendment modernizes how the Village establishes and manages its utility rates, fees, and operating standards to improve administrative efficiency, transparency, and responsiveness to regulatory changes.

Key Provisions:

Authority to Establish Rates by Resolution

- The ordinance authorizes the Utilities Department, with Village Council approval, to set and revise all water and sewer rates, fees, and charges by resolution, rather than by formal ordinance amendment.
- This change will streamline future rate adjustments, allowing the Village to respond more efficiently to inflationary pressures, cost-of-service studies, and capital funding needs.
- The change maintains public notification and hearing requirements consistent with Florida Statutes to ensure rate transparency and customer protection.

Ordinance No. 2025-13 was approved on first reading at the November 13, 2025 meeting and is being presented for second and final reading.

Creation of a Utilities Policy and Procedures Manual (PPM)

- The ordinance creates a new Section 78-2, authorizing the adoption of a Policy and Procedures Manual by resolution
- The PPM will formalize and document all utility department standards, technical requirements, and service procedures—including billing, development review, cross-connection control, pre-treatment, emergency water use, and construction standards.
- Following Council adoption, future amendments may be approved administratively upon recommendation of the Utilities Director and approval of the Village Manager.
- The PPM will carry the same enforceability as an ordinance, ensuring compliance through existing enforcement mechanisms such as Code Enforcement.

Operational and Administrative Benefits

- Efficiency: Shifts recurring technical updates (e.g., rate tables, procedural standards) from the lengthy ordinance process to the more agile resolution process.
- Transparency: Provides a single codified manual documenting standards and policies, improving clarity for residents, developers, and staff.
- Consistency: Ensures uniform enforcement of service standards across all utility operations.
- Compliance: Aligns with Florida Statutes granting municipalities authority to regulate local utilities and set equitable rates within and outside corporate boundaries.

Next Steps

- First Reading: Scheduled for initial Council review and discussion.
- Second Reading: Upon adoption, a companion resolution will be presented to establish the updated Schedule of Rates, Fees, and Charges.
- The Utilities Department may also present the draft Policy and Procedures Manual (PPM) at the second reading or in a subsequent meeting for Council adoption.

Recommendation

Staff recommends the Village Council adopt Ordinance No. 2025-13, authorizing:

- The establishment and modification of all utility rates and fees by Village Council resolution, and
- The creation of a Utilities Policy and Procedures Manual to be adopted and maintained by resolution.

These changes will provide the Village with a more effective and adaptive governance structure for managing utility operations, rates, and service standards while maintaining accountability and public transparency.

FISCAL IMPACT:

There will be no fiscal impact to the Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Business Impact Statement - Utility Rates
2. Proposed Ordinance 2025-13 - Code Amendment - Chapter 78 - Utility Rates by Resolution
3. Public Hearing - Ordinance No. 2025-13

Business Impact Estimate

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

Proposed ordinance title:

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, "UTILITIES", ARTICLE I, "IN GENERAL", SECTION 78-1, "SCHEDULE OF FEES", TO AUTHORIZE THE ESTABLISHMENT OF THE UTILITIES' SCHEDULE OF FEES BY VILLAGE COUNCIL RESOLUTION AND REPEALING THE SCHEDULE OF FEES CURRENTLY SET FORTH IN SECTION 78-1 OF THE VILLAGE CODE OF ORDINANCES; CREATING A NEW SECTION 78-2, ENTITLED "UTILITIES POLICY AND PROCEDURES MANUAL", TO AUTHORIZE THE ESTABLISHMENT OF A POLICY AND PROCEDURES MANUAL BY VILLAGE COUNCIL RESOLUTION TO FORMALIZE AND DOCUMENT THE UTILITIES DEPARTMENT'S STANDARDS AND SUPPLEMENT CHAPTER 78; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

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

The proposed ordinance authorizes the establishment of the Utilities' Schedule of Fees and the Utilities Policy and Procedures Manual for the Village by Resolution.

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

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

A future ordinance will consider a proposed fee schedule which will be assessed for Utility Rate Services.

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

None are proposed by the subject ordinance.

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

The Village may incur increased costs with the implementation of the recommendations in the Utility Rate Study in the future.

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

The proposed amendments to the Ordinance do not have a direct fiscal impact to businesses.

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

It is anticipated that a proposed Utility Rates increase will be considered in by the Village Council at a future meeting.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, “UTILITIES”, ARTICLE I, “IN GENERAL”, SECTION 78-1, “SCHEDULE OF FEES”, TO AUTHORIZE THE ESTABLISHMENT OF THE UTILITIES’ SCHEDULE OF FEES BY VILLAGE COUNCIL RESOLUTION AND REPEALING THE SCHEDULE OF FEES CURRENTLY SET FORTH IN SECTION 78-1 OF THE VILLAGE CODE OF ORDINANCES; CREATING A NEW SECTION 78-2, ENTITLED “UTILITIES POLICY AND PROCEDURES MANUAL”, TO AUTHORIZE THE ESTABLISHMENT OF A POLICY AND PROCEDURES MANUAL BY VILLAGE COUNCIL RESOLUTION TO FORMALIZE AND DOCUMENT THE UTILITIES DEPARTMENT’S STANDARDS AND SUPPLEMENT CHAPTER 78; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Village Council has all powers of local self-government to perform municipal functions and to exercise its police power to protect the general health, safety, and welfare of the public in a manner not inconsistent with law, and such power may be exercised by the enactment of Village ordinances; and

WHEREAS, the Village is authorized by general law to provide water and sewer utility services within and outside its municipal boundaries and to set just and equitable rates, fees, and charges for such services; and

WHEREAS, the Village has historically set forth its Schedule of Fees for its water and sewer utilities in the Village Code of Ordinances at section 78-1; and

WHEREAS, by having its utilities’ Schedule of Fees in the Village Code of Ordinances, a new ordinance is required each time the Village desires to revise its utilities’ Schedule of Fees (in whole or in part); and

WHEREAS, if the utilities' Schedules of Fees is established by resolution of the Village Council, the Village could more efficiently address occasional revisions to the utilities' fees, charges, and rates; and

WHEREAS, if the utilities' Schedules of Fees is set by resolution of the Village Council, the Village will still be required by general law to notify each customer through the utility billing process of any proposed increase and the date and time of the Village Council meeting to consider the same; and

WHEREAS, the Utilities Department also desires to establish a policy and procedures manual to formalize and document all of its standards and supplement Chapter 78's utility provisions; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt this Ordinance and authorize the establishment of the utilities' Schedule of Fees by resolution and establishment of the utilities' policy and procedures manual by resolution, which will both serve a valid public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Recitals. The foregoing recitals are incorporated herein as true and correct findings and statements of the Village Council of the Village of Palm Springs.

Section 2. Amendment. Chapter 78, "Utilities", Article I, "In General", Section 78-1, "Schedule of Fees", is amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 78-1. Schedule of fees.

The fee schedule for this chapter shall be established by resolution of the Village Council unless otherwise set forth in this code ~~as follows:-~~

~~(1) Plans and specifications required for service; expenses for review \$1,200.00~~

~~(2) Monthly rates and charges:-~~

~~a. Monthly water rates and charges for users of water from the village system within the incorporated municipal limits shall be as follows:-~~

~~1. Monthly readiness to serve charge by unit:-~~

~~Inside Village (by Unit)~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	\$12.39	\$12.89	\$13.41	\$13.95
Multifamily	9.91	10.31	10.72	\$11.15
Commercial	Meter size	Meter size	Meter size	Meter size

~~Commercial monthly readiness to serve charge is based on water meter size.~~

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
5/8" or 3/4"	\$43.38	\$45.12	\$46.92	\$48.80
1"	43.38	45.12	46.92	48.80
1 1/2"	81.56	84.82	88.21	91.74
2"	127.23	132.32	137.61	143.11
3"	249.38	259.36	269.73	280.52
4"	386.53	401.99	418.07	434.79
6"	765.34	795.95	827.79	860.90

~~2. Monthly water consumption charge per 1,000 gallons of metered water:-~~

~~Monthly Water Consumption Charges~~

~~Inside Village (\$ per 1,000 gallons)~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential				

Volume blocks-				
0—6K-	\$3.08-	\$3.20-	\$.33-	\$3.46-
7—20K-	4.02	4.18-	4.35-	4.52-
21K+-	4.95-	5.15-	5.36-	5.57-
Multifamily (volume blocks are for each apartment unit)-				
Volume blocks-				
0—4K-	3.08	3.20-	3.33-	3.46-
5—10K-	4.02	4.18-	4.35-	4.52-
11K+-	4.95-	5.15-	5.36-	5.57-
Commercial-				
(actual volume used)-	3.86-	4.01	4.17-	4.34-

b. ~~Monthly water rates and charges for users of water from the village system, outside the incorporated municipal limits, but within the defined service area:~~

1. ~~Readiness to serve customer service unit:-~~

~~Monthly Readiness to Serve Charges
Outside Village (by Unit)-~~

Customer Class-	FY 2021-	FY 2022-	FY 2023-	FY 2024-
Residential-	\$15.48-	\$16.10-	\$16.74-	\$17.41-
Multifamily-	12.39-	12.89-	13.41-	13.95-
Commercial-	Meter size-	Meter size-	Meter size-	Meter size-

~~Commercial monthly readiness to serve charge is based on water meter size.-~~

Meter Size-	FY 2021-	FY 2022-	FY 2023-	FY 2024-
5/8" or 3/4"	\$54.25-	\$56.42-	\$58.68-	\$61.03-
1"	54.25-	56.42-	58.68-	61.03-
1 1/2"	101.94-	106.02-	110.26-	114.67-
2"	159.03-	165.39-	172.01-	178.89-

3"	311.73	324.20	337.17	350.66
4"	483.16	502.49	522.59	543.49
6"	956.67	994.94	1,034.74	1,076.13

2. ~~Monthly water consumption charge per 1,000 gallons of metered water:-~~

~~Monthly Water Consumption Charge
Outside Village (\$ per 1,000 gallons)~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential				
Volume blocks				
0—6K	\$3.86	\$4.01	\$4.17	\$4.34
7—20K	5.01	5.21	5.42	5.64
21K+	6.19	6.44	6.70	6.97
Volume blocks				
0—4K	3.86	4.01	4.17	4.34
5—10K	5.01	5.21	5.42	5.64
11K+	6.19	6.44	6.70	6.97
Commercial				
(actual volume used)	4.83	5.02	5.22	5.43

c. ~~At the recommendation of the village manager, and subject to council approval, the village may sell water to connections outside the defined service area. Such connections shall be termed "large user accounts". Monthly water rates and charges for large user accounts shall be as follows:-~~

1. ~~Monthly readiness to serve by number of meters:-~~

~~Monthly Water Readiness to Serve Charges
Large Users (per meter)~~

Readiness to Serve Charges	FY 2021	FY 2022	FY 2023	FY 2024
Meter charge	\$888.00	\$923.52	\$960.46	\$998.88

2. ~~Monthly water consumption charge per 1,000 gallons of metered water:-~~

~~Monthly Water Consumption Charges
Large Users (\$ per 1,000 gallons)~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Large user (actual volume used)	\$3.92	\$4.08	\$4.24	\$4.41

d. ~~Monthly private fire line and fire hydrant rates and charges for users of the village water system within the incorporated municipal limits shall be a monthly charge related to fire line size:-~~

~~Monthly Private Fire Protection Service Charges
Inside Village~~

Fire Line Size Inches	FY 2021	FY 2022	FY 2023	FY 2024
2	\$23.79	\$24.74	\$25.73	\$26.76
3	46.90	48.78	50.73	52.76
4	88.55	92.09	95.77	99.60
6	206.59	214.85	223.44	232.38
8	383.68	399.03	414.99	431.59
10	590.23	613.84	638.39	663.93
12	914.90	951.50	989.56	1,029.14
Private fire hydrants (each)	206.59	214.85	223.44	232.38

e. ~~Monthly private fire line and hydrant rates and charges for users of the village water system outside the incorporated municipal limits, but within the defined service area and related to fire line size:-~~

~~Monthly Private Fire Protection Service Charges
Outside Village~~

Fire Line Size Inches	FY 2021	FY 2022	FY 2023	FY 2024
2	\$29.73	\$30.92	\$32.16	\$33.45
3	59.49	61.87	64.34	66.91
4	110.67	115.10	119.70	124.49
6	258.25	268.58	279.32	290.49
8	479.60	498.78	518.73	539.48
10	737.81	767.32	798.01	829.93
12	1,143.59	1,189.33	1,236.90	1,286.38
Private fire hydrants (each)	258.25	268.58	279.32	290.49

f. ~~Wastewater rates and charges within the village limits:~~

1. ~~A monthly readiness to serve charge by unit.~~

~~Monthly Wastewater Readiness to Serve
Charges Inside Village (by Unit)~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	\$11.20	\$11.65	\$12.12	\$12.60
Multifamily	8.96	9.32	9.69	10.08
Commercial	Meter size	Meter size	Meter size	Meter size

~~Commercial monthly readiness to serve charge is based on water meter size.~~

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
5/8" or 3/4"	\$39.16	\$40.73	\$42.36	\$44.05
1"	39.16	40.73	42.36	44.05
1 1/2"	73.61	6.55	79.61	82.79
2"	114.83	119.42	124.20	129.17

3"	225.06	234.06	243.42	253.16
4"	348.84	362.79	377.30	392.39
6"	683.73	711.08	739.52	769.10

2. ~~Monthly wastewater charge per 1,000 gallons of metered water:-~~

~~Monthly Wastewater Consumption Charges
Inside Village (\$ per 1,000 gallons)-~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	\$7.26	\$7.55	\$7.85	\$8.16
Multifamily	7.26	7.55	7.85	8.16
Commercial	7.26	7.55	7.85	8.16

~~Residential and multifamily accounts shall not be charged for more than 8,000-gallons per dwelling unit per month.-~~

g. ~~Monthly wastewater rates and charges outside the incorporated municipal limits:-~~

1. ~~Monthly readiness to serve charge by unit:-~~

~~Monthly Wastewater Customer Service Charges
Outside Village (by unit)-~~

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	\$13.99	\$14.55	\$15.13	\$15.74
Multifamily	1.20	\$11.65	12.12	12.60
Commercial	Meter Size	Meter Size	Meter Size	Meter Size

~~Commercial monthly readiness to serve charge is based on water meter size~~

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
5/8" or 3/4"	\$48.93	\$50.89	\$52.93	\$55.05

1"	48.93	50.89	52.93	55.05
1½"	92.01	95.69	99.52	103.50
2"	143.52	149.26	155.23	161.44
3"	281.33	292.58	304.28	316.45
4"	436.06	453.50	471.64	490.51
6"	854.66	888.85	924.40	961.38

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charge
 Outside Village (\$ per 1,000 gallons)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	\$9.08	\$9.44	\$9.82	\$10.21
Multifamily	9.08	9.44	9.82	10.21
Commercial	9.08	9.44	9.82	10.21

Residential and multifamily accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

Monthly wastewater readiness to serve charges large users inside

Readiness to serve charges	FY 2021	FY 2022	FY 2023	FY 2024
	\$39.16	\$40.73	\$42.36	\$44.05

Monthly wastewater readiness to serve charges large users outside

Readiness to serve charges	FY 2021	FY 2022	FY 2023	FY 2024
	\$ 48.93	\$ 50.89	\$ 52.93	\$ 55.05

The monthly Cross Connection Control Program Fee for users of the water from the Village system within the incorporated municipal limits and outside

~~the incorporated municipal limits, but within the defined village service area, shall be as follows:-~~

~~Inside Village (per assembly unit)~~

Commercial	FY 2021	FY 2022	FY 2023	FY 2024
	\$6.37	\$6.62	\$6.88	\$7.16

~~The aforementioned monthly cross connection control program fee for commercial users of water from the village system within the incorporated municipal limits shall be in addition to any rate or charge otherwise assessed under Chapter 78 of the Village Code of Ordinances, including, but not limited to, the monthly readiness to serve charge assessed per unit. The monthly cross connection control program fee is only applicable to those commercial users who have or are required to have a backflow assembly installation at their property.~~

~~h. All applications for water and/or wastewater service shall be accompanied by a deposit based upon the meter size:-~~

~~Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of \$35.00.~~

Meter Size (inches)	Amount
5/8 or 3/4	\$170.00
1	390.00
1 1/2	720.00
2	1,100.00
3	2,030.00
4	3,350.00
6	6,630.00
8	10,570.00

Administrative fee- added to each deposit-	35.00-
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Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of \$35.00.-

(4) Meter connection fees are as follows:-

a. Water meter connection fees:-

Meter Size (inches)-	Amount-
$\frac{5}{8}$ or $\frac{3}{4}$ -	\$650.00-
1-	800.00-
1 $\frac{1}{2}$ -	1,000.00-
2-	1,250.00-
3-	*
4-	*
6-	*
*Connection fees will be determined for each installation by the village manager. Fees will be based on actual costs for meter, related equipment, and installation.-	

b. Water main connections: \$20.50 per front foot of abutting property.-

c. Wastewater line connections: \$28.00 per front foot of abutting property.-

d. Hydrant meter connection fees. A deposit of \$500.00 for meters smaller than two inches and \$1,000.00 for meters two inches and larger, plus a \$50.00 meter set charge. All hydrant meters shall be billed monthly. The bill shall include the readiness to serve charge based on meter size plus the

~~commercial rate for gallons used. There is a one-year limit on the amount of time a customer may use a hydrant meter.~~

~~(5) Capital contributions for connection to the water and wastewater systems shall be as follows:-~~

~~a. Water system capital contribution fees for connecting to the village's water system shall be:-~~

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2021—2024
5/8 or 3/4	1	\$2,220.00
1	2.5	5,550.00
1 1/2	5	11,100.00
2	10	22,200.00
3	20	44,400.00
4	30	66,600.00
6	60	133,200.00
8	90	199,800.00

~~b. Wastewater system capital contribution fees for wastewater service for connections to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Palm Beach County:-~~

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2021—2024
5/8 or 3/4	1	\$2,500.00
1	2.5	6,250.00
1 1/2	5	12,500.00
2	10	25,000.00
3	20	50,000.00
4	30	75,000.00

6-	60-	150,000.00-
8-	90-	225,000.00-

~~c. Wastewater system capital contribution fees for wastewater service for connection to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Lake Worth Utilities Authority.~~

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2021—2024
5/8 or 3/4	1	\$2,650.00
1-	2.5-	6,625.00-
1 1/2-	5-	13,250.00-
2-	10-	26,500.00-
3-	20-	53,000.00-
4-	30-	79,500.00-
6-	60-	159,000.00-
8-	90-	238,500.00-

~~(6) Miscellaneous fees for the utility system shall be as follows:~~

- ~~a. Temporary turn off ... \$60.00~~
- ~~b. Reconnect fee ... \$60.00~~
- ~~c. Recheck meter reading ... \$40.00~~
- ~~d. Meter calibration fee ... \$100.00~~
- ~~e. Cut lock fee ... \$ 55.00~~
- ~~f. Pulled meter fee ... \$ 75.00~~
- ~~g. Permit fee ... \$20.00~~
- ~~h. Late payment charge ... \$15.00~~

- ~~i. Admin charge on deposit ... \$35.00~~
- ~~j. Transfer fee ... \$40.00~~
- ~~k. Service charge ... \$45.00~~
- ~~m. Tampering/prohibited connections fee ... \$250.00~~
- ~~n. Returned check fee:
 - ~~Florida Statute minimum ... \$25.00~~
 - ~~Checks \$50.00 – \$300.00 ... \$30.00~~
 - ~~Checks > \$300.00 ... \$40.00~~
 - ~~Checks > \$801.00 ... 5% of face value~~~~
- ~~e. Broken curb stop ... \$255.00~~

Section 3. New Section. Chapter 78, “Utilities”, Article I, “In General”, is amended with the creation of a new Section 78-2, entitled “Utilities Policy and Procedures Manual”, as follows (words underlined are additions):

Sec. 78-2. Utilities policy and procedures manual.

The Village Council will establish standard policies and procedures for the Utilities department by adopting a Policy and Procedures Manual by resolution (“PPM” hereafter), which may include, but shall not be limited to, consumer service and billing procedures; extension and connection policies; standard development agreements and forms; minimum design and construction standards; cross-connection control/backflow prevention requirements; pretreatment requirements; and, emergency water use restrictions, which are consistent with and/or supplementary to this chapter and other applicable laws, codes and regulations. After adoption by the Village Council by Resolution, the PPM may be amended from time to time based upon recommendations by the Utilities Director and approval by the Village Manager. The PPM shall have the same force and effect as a Village Ordinance and enforceable to the same extent as an ordinance including, but not limited to, enforcement through code enforcement.

Section 4. Codification. This Ordinance shall be codified in the Village Code of Ordinances with the repealed sections in this Ordinance deleted from the Code and the added sections/language in this Ordinance included in the Code, which may all be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 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 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:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KIMBERLY SCHMITZ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GARY READY, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOHNNIE TIECHE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



Legal Notice

Please choose a category	Public Hearing - Palm Springs Village
Title	Ordinance No. 2025-13
Publish Date	10/29/2025
Publish Time	12:20 PM (EDT)
Description	<p>NOTICE OF PUBLIC HEARING</p> <p>The Village of Palm Springs proposes to adopt the following Ordinance:</p> <p>A Public Hearing on the proposed ordinance will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following date:</p> <p>Regular Council Meeting, Thursday, November 13, 2025, at 6:30 PM Regular Council Meeting, Thursday, December 11, 2025, at 6:30 PM</p> <p>ORDINANCE NO. 2025-13</p> <p>AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, "UTILITIES", ARTICLE I, "IN GENERAL", SECTION 78-1, "SCHEDULE OF FEES", TO AUTHORIZE THE ESTABLISHMENT OF THE UTILITIES' SCHEDULE OF FEES BY VILLAGE COUNCIL RESOLUTION AND REPEALING THE SCHEDULE OF FEES CURRENTLY SET FORTH IN SECTION 78-1 OF THE VILLAGE CODE OF ORDINANCES; CREATING A NEW SECTION 78-2, ENTITLED "UTILITIES POLICY AND PROCEDURES MANUAL", TO AUTHORIZE THE ESTABLISHMENT OF A POLICY AND PROCEDURES MANUAL BY VILLAGE COUNCIL RESOLUTION TO FORMALIZE AND DOCUMENT THE UTILITIES DEPARTMENT'S STANDARDS AND SUPPLEMENT CHAPTER 78; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.</p>
Submitted by (Email Address)	kwynn@vpsfl.org
Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	



Village of Palm Springs

Executive Brief

AGENDA DATE: February 12, 2026

DEPARTMENT: Utilities

ITEM #9: Resolution No. 2025-64 - Approve Water and Sewer Rate Increase.

SUMMARY: The Utilities Department recommends adoption of a Rate Resolution establishing a 3% annual increase to the Village's water and sewer rates beginning this year (FY 25/26) and continuing annually through FY 2030. This resolution represents the Village's first use of the new authority established under Ordinance No. 2025-13, which allows utility rates, fees, and charges to be adopted and amended by Village Council resolution.

The Village's water and sewer utilities are enterprise operations funded entirely by user fees. As operating costs, regulatory compliance expenses, and capital infrastructure continue to rise, maintaining a predictable and sustainable rate structure is essential to protect service reliability and financial stability. With the adoption of Ordinance No. 2025-13, the Village now has a modern, flexible approach for adopting and adjusting utility rates, ensuring that cost recovery, capital funding, and regulatory obligations are met in a timely and transparent manner.

If adopted, the first 3% rate increase will take effect immediately on FY 25/26. Subsequent 3% increases will automatically take effect on October 1 each year through FY 2030, unless revised by Council.

Pursuant to section 180.136 of Florida Statutes, the Village notified each utility customer of this proposed rate increase through the utility's billing process. The Utilities Department will review financial performance annually to confirm alignment with the 3% adjustment schedule.

Staff recommends that the Village Council adopt the proposed Rate Resolution that implements a 3% annual increase to water and sewer rates, beginning in FY 25/26 and continuing through FY 2030. This long-range rate plan provides financial predictability, operational stability, and a sustainable funding path for the Village's water and sewer utilities.

Staff recommends that the Village Council adopt the proposed Rate Resolution implementing a 3% annual increase to water and sewer rates beginning in FY 25/26 and continuing through FY 2030. This long-range rate plan provides financial predictability, operational stability, and a sustainable funding path for the Village's water and sewer utilities.

FISCAL IMPACT:

The proposed utility rates would be expected to provide revenues sufficient to maintain the Village's utility operations and capital needs for the next five (5) fiscal years (FY 2025 to FY 2026).

ATTACHMENTS:

1. Resolution No. 2025-64 Utilities Schedule of Fees for FY 2026
2. Palm Springs WS 2025 Rate Study Results 9-25-2025

RESOLUTION 2025-64

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING UTILITY RATES, FEES, AND CHARGES FOR FISCAL YEAR 2025 - 2026; PROVIDING DIRECTIONS TO THE VILLAGE CLERK AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to general law and its Home Rules Powers, the Village Council is authorized to adopt just and equitable rates, fees, and charges for its water and sewer utilities; and

WHEREAS, in Ordinance No. 2025-13, the Village Council amended Chapter 78 of the Village Code of Ordinances to authorize the adoption of the utilities schedule of fees by Village Council resolution; and

WHEREAS, an evaluation of the utilities’ rates, fees, and charges currently charged by the Village established a need to revise the rates, fees, and charges as set forth herein to meet the several objectives identified by the Utilities Department in the evaluation; and

WHEREAS, the Village Council finds approving the utilities’ schedule of fees for Fiscal Year 2025- 2026 as set forth herein serves a valid public purpose.

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

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

Section 2. The terms utilized herein shall be afforded the definitions and rules of construction set forth in the Village Code of Ordinances unless this Resolution clearly sets forth a different definition.

Section 3. In addition to any other rate, fee, or charge set forth in the Village Code of Ordinances, the following schedule shall be the rates, fees and charges assessed by the Village of Palm Springs for all water and sewer services:

(1) Plans and specifications required for service; expenses for review is \$1,200.00

(2) Monthly rates and charges:

a. Monthly water rates and charges for users of water from the village system within the incorporated municipal limits shall be as follows:

1. Monthly readiness to serve charge by unit:

Inside Village (by Unit)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential	\$13.95-\$14.37	\$14.80	\$15.24	\$15.70
Multifamily	\$11.15-\$11.48	\$11.83	\$12.18	\$12.55
Commercial	Meter size	Meter size	Meter size	Meter size

Commercial monthly readiness to serve charge is based on water meter size.

Meter Size	FY 25/26	FY 2027	FY 2028	FY 2029
5/8" or 3/4"	\$48.80 \$50.26	\$51.77	\$53.33	\$54.92
1"	48.80 \$50.26	\$51.77	\$53.33	\$54.92
1 1/2"	91.74 94.49	\$97.33	\$100.25	\$103.25
2"	143.11 147.40	\$151.83	\$156.38	\$161.07
3"	280.52 288.94	\$297.60	\$306.53	\$315.73
4"	434.79 447.83	\$461.27	\$475.11	\$489.36
6"	860.90 \$886.73	\$ 886.73	\$ 913.33	\$ 940.73

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charges
Inside Village (\$ per 1,000 gallons)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential				
Volume blocks				
0—6K	\$3.46 3.56	\$3.67	\$3.78	\$3.89
7—20K	4.52 4.66	\$4.80	\$4.94	\$5.09
21K+	5.57 5.74	\$5.91	\$6.09	\$6.27
Multifamily (volume blocks are for each apartment unit)				
Volume blocks				
0—4K	3.46 3.56	\$3.67	\$3.78	\$3.89
5—10K	4.52	4.18	4.35	4.52
11K+	5.57	5.15	5.36	5.57
Commercial				
(actual volume used)	4.34 4.47	\$4.60	\$4.74	\$4.88

b. Monthly water rates and charges for users of water from the village system, outside the incorporated municipal limits, but within the defined service area:

1. Readiness to serve customer service unit:

Monthly Readiness to Serve Charges
Outside Village (by Unit)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential	\$17.41 17.93	\$18.47	\$19.02	\$19.60
Multifamily	13.95 14.37	\$14.80	\$15.24	\$15.70
Commercial	Meter size	Meter size	Meter size	Meter size

Commercial monthly readiness to serve charge is based on water meter size.

Meter Size	FY 25/26	FY 2027	FY 2028	FY 2029
5/8" or 3/4"	\$61.03 62.86	\$64.75	\$66.69	\$68.69
1"	61.03 62.86	\$64.75	\$66.69	\$68.69
1 1/2"	114.67 118.11	\$121.65	\$125.30	\$129.06
2"	178.89 184.26	\$189.78	\$195.48	\$201.34

3"	350.66 361.18	\$372.02	\$383.18	\$394.67
4"	543.49 559.79	\$576.59	\$593.89	\$611.70
6"	1,076.13 1108.41	\$1,141.67	\$1,175.92	\$1,211.19

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charge
Outside Village (\$ per 1,000 gallons)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential				
Volume blocks				
0—6K	4.34 4.47	\$4.60	\$4.74	\$4.88
7—20K	5.64 5.81	\$5.98	\$6.16	\$6.35
21K+	6.97 7.18	\$7.39	\$7.62	\$7.84
Volume blocks				
0—4K	4.34 4.47	\$5.98	\$6.16	\$6.35
5—10K	5.64 5.81	\$5.98	\$6.16	\$6.35
11K+	6.97 7.18	\$7.39	\$7.62	\$7.84
Commercial				
(actual volume used)	5.43 5.59	\$5.76	\$5.93	\$6.11

c. At the recommendation of the village manager, and subject to council approval, the village may sell water to connections outside the defined service area. Such connections shall be termed "large user accounts". Monthly water rates and charges for large user accounts shall be as follows:

1. Monthly readiness to serve by number of meters:

Monthly Water Readiness to Serve Charges
Large Users (per meter)

Readiness to Serve Charges	FY 25/26	FY 2027	FY 2028	FY 2029
Meter charge	\$998.88 1028.85	\$1,059.71	\$1,091.50	\$1,124.25

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charges
Large Users (\$ per 1,000 gallons)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Large user				
(actual volume used)	\$4.41 4.54	\$4.68	\$4.82	\$4.96

d. Monthly private fire line and fire hydrant rates and charges for users of the village water system within the incorporated municipal limits shall be a monthly charge related to fire line size:

Monthly Private Fire Protection Service Charges
Inside Village

Fire Line Size Inches	FY 25/26	FY 2027	FY 2028	FY 2029
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Res No. 2025-64 – Utility Rates Fee Schedule

2	\$26.76 27.56	\$28.39	\$29.24	\$30.12
3	52.76 54.34	\$55.97	\$57.65	\$59.38
4	99.60 102.59	\$105.67	\$108.84	\$112.10
6	232.38 239.35	\$246.53	\$253.93	\$261.55
8	431.59 444.54	\$457.87	\$471.61	\$485.76
10	663.93 683.85	\$704.36	\$725.49	\$747.26
12	1,029.14 1060.01	\$1,091.81	\$1,124.57	\$1,158.31
Private fire hydrants (each)	232.38 239.35	\$246.53	\$253.93	\$261.55

- e. Monthly private fire line and hydrant rates and charges for users of the village water system outside the incorporated municipal limits, but within the defined service area and related to fire line size:

Monthly Private Fire Protection Service Charges
Outside Village

Fire Line Size Inches	FY 25/26	FY 2027	FY 2028	FY 2029
2	\$33.45 34.45	\$35.49	\$36.55	\$37.65
3	66.91 68.92	\$70.98	\$73.11	\$75.31
4	124.49 128.22	\$132.07	\$136.03	\$140.11
6	290.49 299.20	\$308.18	\$317.43	\$326.95
8	539.48 555.66	\$572.33	\$589.50	\$607.19
10	829.93 854.83	\$880.47	\$906.89	\$934.09
12	1,286.38 1324.97	\$1,364.72	\$1,405.66	\$1,447.83
Private fire hydrants (each)	290.49 299.20	\$308.18	\$317.43	\$326.95

- f. Wastewater rates and charges within the village limits:

1. A monthly readiness to serve charge by unit.

Monthly Wastewater Readiness to Serve
Charges Inside Village (by Unit)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential	\$12.60 12.98	\$13.37	\$13.77	\$14.18
Multifamily	10.08 10.38	\$10.69	\$11.01	\$11.35
Commercial	Meter size	Meter size	Meter size	Meter size

Commercial monthly readiness to serve charge is based on water meter size.

Meter Size	FY 25/26	FY 2027	FY 2028	FY 2029
5/8" or 3/4"	\$44.05 45.37	\$46.73	\$48.13	\$49.58
1"	44.05 45.37	\$46.73	\$48.13	\$49.58
1 1/2"	82.79 85.27	\$87.83	\$90.47	\$93.18
2"	129.17 133.05	\$137.04	\$141.15	\$145.38
3"	253.16 260.75	\$268.58	\$276.63	\$284.93
4"	392.39 404.16	\$416.29	\$428.78	\$441.64
6"	769.10 792.17	\$815.94	\$840.42	\$865.63

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charges
Inside Village (\$ per 1,000 gallons)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential	\$8.16 8.40	\$8.66	\$8.92	\$9.18
Multifamily	8.16 8.40	\$8.66	\$8.92	\$9.18
Commercial	8.16 8.40	\$8.66	\$8.92	\$9.18

Residential and multifamily accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

g. Monthly wastewater rates and charges outside the incorporated municipal limits:

1. Monthly readiness to serve charge by unit:

Monthly Wastewater Customer Service Charges
Outside Village (by unit)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential	\$15.74 16.21	\$16.70	\$17.20	\$17.72
Multifamily	12.60 12.98	\$13.37	\$13.77	\$14.18
Commercial	Meter Size	Meter Size	Meter Size	Meter Size

Commercial monthly readiness to serve charge is based on water meter size

Meter Size	FY 25/26	FY 2027	FY 2028	FY 2029
5/8" or 3/4"	\$55.05 56.70	\$58.40	\$60.15	\$61.96
1"	55.05 56.70	\$58.40	\$60.15	\$61.96
1½"	103.50 106.81	\$109.80	\$113.10	\$116.49
2"	161.44 166.28	\$171.27	\$176.41	\$181.70
3"	316.45 325.94	\$335.72	\$345.79	\$356.17
4"	490.51 505.23	\$520.38	\$535.99	\$552.07
6"	961.38 990.22	\$1,019.93	\$1,050.53	\$1,082.04

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charge
Outside Village (\$ per 1,000 gallons)

Customer Class	FY 25/26	FY 2027	FY 2028	FY 2029
Residential	\$10.21 10.52	\$10.83	\$11.16	\$11.49
Multifamily	10.21 10.52	\$10.83	\$11.16	\$11.49
Commercial	10.21 10.52	\$10.83	\$11.16	\$11.49

Residential and multifamily accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

Monthly wastewater readiness to serve charges large users inside

Readiness to serve charges	FY 25/26	FY 2027	FY 2028	FY 2029
	\$44.05 45.37	\$46.73	\$48.13	\$49.58

Monthly wastewater readiness to serve charges large users outside

Readiness to serve charges	FY 25/26	FY 2027	FY 2028	FY 2029
	\$ 55.05 56.70	\$58.40	\$60.15	\$61.96

The monthly Cross Connection Control Program Fee for users of the water from the Village system within the incorporated municipal limits and outside the incorporated municipal limits, but within the defined village service area, shall be as follows:

Inside Village (per assembly unit)

Commercial	FY 25/26	FY 2027	FY 2028	FY 2029
	\$7.16 7.37	\$7.60	\$7.82	\$8.06

The aforementioned monthly cross connection control program fee for commercial users of water from the village system within the incorporated municipal limits shall be in addition to any rate or charge otherwise assessed herein or under Chapter 78 of the Village Code of Ordinances, including, but not limited to, the monthly readiness to serve charge assessed per unit. The monthly cross connection control program fee is only applicable to those commercial users who have or are required to have a backflow assembly installation at their property.

- h. All applications for water and/or wastewater service shall be accompanied by a deposit based upon the meter size:

Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of \$35.00.

Meter Size (inches)	Amount
5/8 or 3/4	\$170.00
1	390.00
1½	720.00
2	1,100.00
3	2,030.00
4	3,350.00
6	6,630.00
8	10,570.00
Administrative fee added to each deposit	35.00

Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of \$35.00.

- (4) Meter connection fees are as follows:

a. Water meter connection fees:

Meter Size (inches)	Amount
5/8 or 3/4	\$650.00
1	800.00
1½	1,000.00
2	1,250.00
3	*
4	*
6	*
* Connection fees will be determined for each installation by the village manager. Fees will be based on actual costs for meter, related equipment, and installation.	

- b. Water main connections: \$20.50 per front foot of abutting property.
- c. Wastewater line connections: \$28.00 per front foot of abutting property.
- d. Hydrant meter connection fees. A deposit of \$500.00 for meters smaller than two inches and \$1,000.00 for meters two inches and larger, plus a \$50.00 meter set charge. All hydrant meters shall be billed monthly. The bill shall include the readiness to serve charge based on meter size plus the commercial rate for gallons used. There is a one-year limit on the amount of time a customer may use a hydrant meter.

(5) Capital contributions for connection to the water and wastewater systems shall be as follows:

a. Water system capital contribution fees for connecting to the village's water system shall be:

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 25/26—2029
5/8 or 3/4	1	\$2,220.00
1	2.5	5,550.00
1½	5	11,100.00
2	10	22,200.00
3	20	44,400.00
4	30	66,600.00
6	60	133,200.00
8	90	199,800.00

b. Wastewater system capital contribution fees for wastewater service for connections to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Palm Beach County:

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 25/26—2029
5/8 or 3/4	1	\$2,500.00
1	2.5	6,250.00
1½	5	12,500.00

Res No. 2025-64 – Utility Rates Fee Schedule

2	10	25,000.00
3	20	50,000.00
4	30	75,000.00
6	60	150,000.00
8	90	225,000.00

- c. Wastewater system capital contribution fees for wastewater service for connection to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Lake Worth Beach Utilities.

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 25/26—2029
5/8 or 3/4	1	\$2,650.00
1	2.5	6,625.00
1½	5	13,250.00
2	10	26,500.00
3	20	53,000.00
4	30	79,500.00
6	60	159,000.00
8	90	238,500.00

(6) Miscellaneous fees for the utility system shall be as follows:

- a. Temporary turn off ... \$60.00
- b. Reconnect fee ... \$60.00
- c. Recheck meter reading ... \$40.00
- d. Meter calibration fee ... \$100.00
- e. Cut lock fee ... \$ 55.00
- f. Pulled meter fee ... \$ 75.00
- g. Permit fee ... \$20.00
- h. Late payment charge ... \$15.00
- i. Admin charge on deposit ... \$35.00
- j. Transfer fee ... \$40.00
- k. Service charge ... \$45.00
- m. Tampering/prohibited connections fee ... \$250.00
- n. Returned check fee:
 - Florida Statute minimum ... \$25.00
 - Checks \$50.00—\$300.00 ... \$30.00
 - Checks > \$300.00 ... \$40.00
 - Checks > \$801.00 ... 5% of face value
- o. Broken curb stop ... \$255.00

Section 4. The Village Clerk is directed to add the foregoing utilities’ schedule of rates, fees, and charges to the Village-wide Schedule of Fees to facilitate a singular location for all Village rates, fees, and charges.

Section 5. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. If any provision of this Resolution, or the application thereof any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution, which can be given effect without the invalid provision or applications, and to this end, the provisions of this Resolution are declared severable.

Section 7. This Resolution shall take effect upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____ 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

VILLAGE OF
PALM SPRINGS

Water and Wastewater Utility Rate Study

Report / December 11, 2025

December 11, 2025

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

Subject: **Fiscal Year 2025 Water and Wastewater Utility Rate Study**

Dear Mr. Bornstein:

Raftelis Financial Consultants, Inc. (“Raftelis”) is pleased to submit this report for your review and consideration regarding the preparation of a five- (5) year financial forecast (the “Financial Forecast”) for the water and wastewater utility system (the “System”) operations on behalf of the Village of Palm Springs (the “Village”). The primary purpose of the development of the Financial Forecast was to identify the ability of the System’s operating revenues (mainly monthly user charge revenues) to adequately fund the expenditure requirements of the System, including the five- (5) year capital improvement program as identified by the Village. Specifically, the Financial Forecast focuses on the sufficiency of the existing rate revenues to fund the capital improvement program and provide additional information to the Village with respect to the anticipated sources of available funding (i.e., anticipated indebtedness, increased operating margins from future rate adjustments, etc.) for the capital project and major maintenance expenditures identified for the Fiscal Years 2025 through 2030 (the “Forecast Period”).

This attached report includes: i) a discussion of the significant assumptions used in the development of the Financial Forecast; ii) an analysis of the ability of revenues of the System to meet the estimated operating and capital expenditure requirements; iii) the presentation of the identified financing plan for the current five-year capital program; and iv) recommended increases to the existing rates based on revenue sufficiency principles. The analysis is based on detailed financial information provided by Village staff, including but not limited to, annual financial and budgetary data and other information provided by the Village relative to the development of the capital program.

Based on the Financial Forecast as developed by the Project Team, it is recommended that System’s rates should be increased above current Fiscal Year 2025 levels. This is primarily to provide adequate funding for the capital improvement plan. The recommendations of this study are to adopt a series of 3% annual rate adjustments to be applied to the retail monthly service rates and charges for both water and sewer for the Fiscal Years 2026 through 2030. It is anticipated that the recommended rates and fees will be sufficient to maintain operating margins and to ensure the continuation of capital re-investment to replace and upgrade System assets to promote long-term rate sustainability.

Mr. Michael Bornstein
Village of Palm Springs
September 25, 2025
Page 2

Events may occur during this projected time period that could have an effect on the financial projections presented in this report, and such effects could be material, which may alter the sufficiency of the recommended rates. As such, it is recommended the Village continue to annually review the System's financial condition to monitor the potential need for rate adjustments in the future.

We appreciate the assistance provided by the Village with respect to the preparation of this report.

Very truly yours,

Raftelis Financial Consultants, Inc.



Michael Burton
Senior Principal

RS / dc
Attachments

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VILLAGE OF PALM SPRINGS, FLORIDA

FISCAL YEAR 2025 WATER AND WASTEWATER UTILITY RATE STUDY

Introduction

On behalf of the Village of Palm Springs's (the "Village") water and wastewater utility system (the "System"), Raftelis Financial Consultants, Inc. ("Raftelis") was retained to prepare a five- (5) year financial forecast (the "Financial Forecast") of System operations and develop alternative retail service rates based on the results of such analysis. Specifically, Raftelis was tasked with analyzing the projected revenues and corresponding revenue requirements (expenditure needs) of the System, identifying the necessary rate adjustments for the five fiscal year period of 2026 to 2030 and evaluating the corresponding estimated financial position of the System.

The analysis included in this report recognizes a forward-looking projection over the next five years, comprising the Fiscal Years ending September 30, 2026 to 2030 (the "Forecast Period"). The remainder of this report provides a discussion of the Financial Forecast analysis methodology, the water and wastewater rates for service, identification of the revenue requirements and estimated sufficiency of the existing rates, and a summary of the financial trends and position of the System.

Financial Forecast Analysis Methodology

In order to evaluate the existing and forecasted financial position of the System the following methodology was followed:

1. Net Revenue Requirements - A projection of the Net Revenue Requirements from rates, which equates to the expenditure requirements funded from water and wastewater revenues, was analyzed. A summary of the definition of the Net Revenue Requirements is summarized below:

+	Cost of Operation and Maintenance
+	Debt Service Payments (Existing and Proposed)
+	Fund Transfers Payments
+	Capital Project Financing
+	Working Capital Reserve Deposits / Financial Compliance
-	Other Operating Revenue / Working Capital Reserve Use
-	Interest Income
<hr/>	
=	Net Revenue Requirements (Funded from Water and Wastewater Rates)
2. Capital Improvement Program (CIP) - Included as a component of Net Revenue Requirements was the review of the Village's Water and Wastewater Capital Improvement Program (the "CIP"). The CIP was produced by Village staff and identifies the projects that should be commenced and completed during the Forecast Period, these projects totaled approximately \$61.7 million over the

five-year forecast period. This represents the FY26 CIP escalated through FY30 at 3% per year with an assumed 80% execution rate in each year.

3. Use of Funds - The funding of these improvements recognized the following parameters: i) the use of available operating reserves or other available cash balances as a first priority (above targeted reserve balances); and ii) the recognition of a pay-as-you-go (“PAYGO”) capital funding program (funded by deposits to a capital fund referred to in this report as the Capital Fund from rates) to finance capital projects that benefit the existing rate payers. The use of additional debt / loans was contemplated during the capital funding analysis with Village staff, to fund large expenditures with extended service lives (leveraging of System revenues to reduce annual expenditure funded from rates); However, it was identified that the System could fully fund its capital needs without the issuance of debt, and such leveraging capability should be maintained for potential funding of projects outside of the Forecast Period (past FY 2030).
4. Unassigned Fund Balance - In addition, the cash position of the System was evaluated and taken into consideration through the identification of targeted minimum ending unassigned cash balances in order to adequately reserve working capital balances (reduce financial risk) and provide for the anticipated capital funding needs of the System.
5. Financial Position - Prepare an evaluation of the financial position of the System to minimize financial risk, promote a strong credit balance, and to provide for rate sustainability over the long-term.

Required Rate Adjustments - Estimate the necessary System rate adjustments that would be required to fund the identified Net Revenue Requirements, CIP, and meet the overall financial needs of the System.

Water and Wastewater System Rates

The water and wastewater rates that are currently in effect were adopted by the Village Council on November 12, 2020 pursuant to Ordinance No. 2020-15 (the “Rate Ordinance”) and which became effective immediately upon passage. The existing rates are based on the various attributes of the customer classifications, meter size, and monthly metered water use. A summary of the current Water and Sewer System rates for service as delineated in the Rate Ordinance is presented on the following page:

(Remainder of Page Intentionally Left Blank)

Summary of Existing Annual Rates for Water and Wastewater Service

Customer Class	Water Service	Wastewater Service
Readiness to Serve Charge		
Single-Family Residential	\$13.95	\$12.60
Multi-Family Residential	11.15	10.08
Commercial – 5/8- or 3/4-Inch Meter	48.80	44.05
Commercial –1-Inch Meter	48.80	44.05
Commercial – 1-1/2-Inch Meter	91.74	82.79
Commercial – 2-Inch Meter	143.11	129.17
Commercial – 3-Inch Meter	280.52	253.16
Commercial – 4-Inch Meter	434.79	392.39
Commercial – 6-Inch Meter	860.90	769.10
Consumption Charges (Per 1,000 Gallons)		
<u>Single-Family Residential:</u>		
0 – 6,000 Gallons	\$3.46	\$8.16
6,001 – 20,000 Gallons	4.52	N/A
20,001 Gallons and Above	5.57	N/A
<u>Multi - Family Residential:</u>		
0 – 4,000 Gallons	\$3.46	\$8.16
4,001 – 10,000 Gallons	4.52	N/A
10,001 Gallons and Above	5.57	N/A
<u>Commercial (All Gallons)</u>	\$4.34	\$8.16

Revenues

As previously mentioned, the existing rates are billed based on the class of customer and the meter size for the commercial customer class. For the purposes of this study, in-depth analysis of the customer demographics was not necessary. Revenues were projected over the forecast period using historical and budgeted revenues for water and sewer charges. Water and sewer user charge revenues were allocated between base and volumetric charges evenly. However, we recognize that customer growth and usage characteristics are an important consideration in projecting user charge revenues. These growth rates were treated conservatively and applied to FY25 rates (and annually to prior year projected rates for the remaining years in the forecast period) to determine projected revenues. A projection of water and wastewater revenues under existing rates is presented on the following page.

Summary of Projected Revenues from Existing Water and Wastewater Rates

Description	Fiscal Year Ending September 30,				
	2026	2027	2028	2029	2030
Water System User Charge Revenue [1]					
Base Charge Revenue	\$5,122,983	\$5,148,598	\$5,174,341	\$5,200,212	\$5,226,213
Volumetric Charge Revenue	5,122,983	5,148,598	5,174,341	5,200,212	5,226,213
Total Water System User Charge Revenue	\$10,245,965	\$10,297,195	\$10,348,681	\$10,400,425	\$10,452,427
Sewer System User Charge Revenue [1]					
Base Charge Revenue	\$6,837,486	\$6,871,673	\$6,906,032	\$6,940,562	\$6,975,265
Volumetric Charge Revenue	6,837,486	6,871,673	6,906,032	6,940,562	6,975,265
Total Sewer System User Charge Revenue	\$13,674,972	\$13,743,347	\$13,812,063	\$13,881,124	\$13,950,529
Combined Water and Wastewater System Rate Revenues	\$23,920,937	\$24,040,542	\$24,160,745	\$24,281,548	\$24,402,956

[1] Amounts shown include revenues received from customers located inside and outside the Village's jurisdictional boundaries. It should be noted that the Village charges a 25% surcharge for all services rendered outside the Village's jurisdictional boundaries, which is allowed under Florida statute.

Projections of System Operating Results

For the purpose of the Financial Forecast and as previously mentioned, a projected five-year study period has been utilized for the determination of the water and wastewater system revenue requirements. The objective of using this Forecast Period is to determine the potential rate levels that will ensure continuing and adequate service to meet future period requirements. It was determined that the revenue requirements for this analysis would be predicated on the utility costs for the budget for the period ending September 30, 2025 (adjusted to reflect known or anticipated changes and assumptions) escalated for anticipated increases in costs through FY30. This forecast of System operations was prepared in order to provide a assurances to the Village that the water and wastewater rates would be adequate in the future to meet all of the estimated System expenditure needs, satisfy any bond / loan rate covenant requirements, maintain required levels of unrestricted cash reserves, and to fully fund the capital improvement program as determined with the Village by the Project team during the course of this study.

The classification of revenue requirements can be organized into four main categories: i) operation and maintenance expenses (adjusted to exclude non-cash depreciation and amortization expenses); ii) annual principal and interest payments on existing debt; iii) funding of the capital improvement program; and iv) deposits to working capital reserves and other funds to maintain or meet management objectives / policies regarding financial position (reduce financial risk and promote creditworthiness of System). The sum of these payments represents the gross revenue requirements of the System that are to be recovered from the available financial resources of the System, including rate revenues, other operating revenues, interest income, and available cash reserves.

The development of the estimated revenue requirements for the Village's water and wastewater system required several assumptions and considerations, and the preparation of certain analyses relative to utility operations. The historical Fiscal Year 2024 operating results along with the adopted Fiscal Year 2025 Budget served as the basis for the revenue requirement projections. For Fiscal Year 2025, the Village provided the Project Team with a copy of the adopted budget, which after certain adjustments to reflect known or anticipated changes and assumptions, served as the basis of the projection of the revenue

requirements for the Forecast Period. Based on the forecast of customer user charge revenues, the assumptions and considerations set forth below with respect to the determination of projected water and wastewater system expenditures, the rate revenue surplus / (deficiencies) are anticipated to be as follows:

Water and Wastewater System Revenue Sufficiency – For the Forecast Period

Fiscal Year	Estimated Revenues Under Existing Rates	Total Revenue Requirements [1]	Fund Balance % O&M	Annual Surplus / (Deficiency)	Recommended Rate Adjustments	Annual Surplus / (Deficiency) After Adjustments	Fund Balance % O&M
2026	\$24,899,375	\$32,320,064	190%	(\$7,420,689)	3.00%	(\$5,179,477)	192%
2027	25,038,543	34,577,609	142%	(9,539,066)	3.00%	(6,773,495)	151%
2028	25,178,701	35,636,743	92%	(10,458,042)	3.00%	(8,218,694)	110%
2029	25,319,859	34,263,141	<50%	(8,943,281)	3.00%	(6,910,114)	78%
2030	25,462,029	33,812,154	<50%	(8,350,125)	3.00%	(4,463,368)	57%

[1] Revenue requirements represent the amount of gross revenue requirements of the System. Amounts shown include the cash funding of the capital improvement program.

As illustrated in the above table, the existing rates for service are not anticipated to provide sufficient revenue to fully fund the revenue requirements of the System while maintaining a sufficient level of operating reserves (50% of O&M) without issuing debt. It is recommended that the Village consider adopting a five (5) year rate adjustment plan in order to provide sufficient revenues to meet the needs of the System.

Principal Considerations and Assumptions Regarding Projected Operating Results

In making the projections and estimates summarized in this report, the principal considerations and assumptions made by us and the principal information and assumptions provided to us, or prepared by others, include the following:

1. The Adopted Fiscal Year 2025 Budget (adjusted to reflect known or anticipated changes and assumptions) served as the basis for the financial forecast of operating expenses. Based on discussions with Village staff and a detailed review of actual reported operating expenses for the recent historical period, the Fiscal Year Budget for all years in the Forecast Period was assumed to be executed at approximately 98% as is consistent with the System’s historical O&M execution.
2. Projected revenues from current rates and charges for the Village’s water and wastewater system was based on FY 2025 budgeted water and sewer user charge revenues. These revenues were projected over the forecast period using adjustments to show anticipated service growth and recommended rate adjustments. A summary of projected sales revenues under existing and rates for monthly service was previously discussed in this report.
3. The projected direct and indirect operation and maintenance expenses as presented in Table 2 were escalated for the Forecast Period based upon the application of several different escalation factors. Each expense projection was predicated on: i) the nature of the expense; ii) historical cost indices for similar expenses; iii) review of the contractual arrangements of the System regarding the specific

expense; and iv) discussions with Village staff. It should be noted that the overall effect of the chosen escalation factors increased the direct and indirect operating expenses by an annual compounded rate of approximately 3.28%.

4. The Village's single largest expense is wholesale wastewater treatment. This cost is estimated to average approximately \$4,738,000 annually during the Forecast Period. The Village relies on wholesale wastewater treatment services for all of its wastewater treatment needs. Currently the Village receives these services from two wholesale providers: i) the City of Lake Worth; and ii) Palm Beach County. The projection of the wholesale wastewater treatment expenses for the Forecast Period was developed based on discussions with Village Staff and were determined to increase by 3.00% per year.
5. The System currently has one outstanding senior lien debt obligation, the Fiscal Year 2013 Promissory Note. The Village entered into agreement with SunTrust Bank for a Loan in the principal amount of \$14,352,351 in order to refinance a prior debt and provide funding for certain capital improvements. The Promissory Note carries an average coupon rate of 2.39%, level semiannual debt service payments of \$471,117.50 (\$942,235 annually) due on May 1st and November 1st of each year; and matures on May 1, 2033. As of the date of this Report the Village has \$7,046,553 of outstanding principal balance on the Promissory Note. No Additional debt was assumed during this evaluation. Should the actual operating results or capital improvement program differ materially from what is included in this Report, the Village may reconsider the issuance of additional debt.
6. Based on the FY 2024 financial report, the system's unrestricted cash reserves have a healthy balance of approximately \$44.5 million, which is approximately 220% of annual O&M expenses and is \$34.6 million above the minimum reserve requirement. These cash reserves allow the Village to fund capital projects over the forecast period using pay-as-you-go or "PAYGO" funding (cash funding) and avoiding the issuance of new debt. After discussion with staff, it was assumed that the system would be able to execute approximately 80% of its yearly CIP over the forecast period. After applying that adjustment, the Village is projected to spend approximately \$61.7 million in PAYGO funding from revenues and reserves.
7. Investment income on funds and accounts created by the Village (or as assumed in this report) were estimated based on projected average fund balances and an assumed investment or interest rate of approximately 2.50% during the Forecast Period based on discussions with Village management. The interest rates have been applied to estimated balances in the Operating Fund (cash reserves).
8. The capital improvement program for the water and wastewater system was based on: i) planned capital spending over the forecast provided by the Village; and ii) information provided by and discussions with the Village regarding the operations and needs of the System.

Projected Operating Results

Based on the principal considerations and assumptions delineated above, and the assumed implementation of the recommended rate adjustments, it is anticipated that the water and wastewater user charge revenues in combination with the system's large fund balance should be adequate to fund the estimated revenue

requirements. The presentation of the revenue requirements and the overall sufficiency of rates is summarized below:

**Summary of Projected Operating Results and Revenue Sufficiency –
For the Forecast Period**

	Fiscal Year Ending September 30				
	2026	2027	2028	2029	2030
Operating Expenses	\$20,151,985	\$20,812,110	\$21,494,200	\$22,199,000	\$22,927,278
Cash Funded Capital (PAYGO)	11,296,276	12,966,960	13,420,195	12,136,285	9,942,640
Debt Service	942,237	942,237	942,237	942,237	942,237
Total Revenue Requirements	\$32,390,498	\$34,721,306	\$35,856,632	\$35,277,522	\$33,812,154
Operating Revenues	\$25,608,680	\$26,494,123	\$27,410,395	\$28,358,575	\$29,339,778
Non-Operating Revenues	8,000	8,000	8,000	8,000	8,000
System Surplus/(Deficit)	<u>(\$6,773,495)</u>	<u>(\$8,218,694)</u>	<u>(\$8,437,577)</u>	<u>(\$6,910,114)</u>	<u>(\$4,463,368)</u>

Although the table above shows deficits in every year over the forecast period, the Village's large cash reserves allow this as it is drawn down over the forecast period to fund capital spending through cash while staying above the internal target of 50% of O&M expenditures.

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Recommendations

In order to maintain the creditworthiness and financial position of the System and to fully fund the projected revenue requirements as discussed in this report, Raftelis has prepared the following recommendation for consideration by the Village:

1. The Village should adopt the following schedule of rate adjustments for the Fiscal Years 2026 through 2030 in order to provide sufficient revenues to fully fund the identified revenue requirements for the Forecast Period, provide PAYGO funding for the Capital Improvement Program, and avoid the need to issue debt to fund the capital projects. The following table presents the recommended rate adjustments for each Fiscal Year:

Recommended Water and Wastewater Rate Adjustments

Customer Class	2026	2027	2028	2029	2030
Annual Adjustment to All Monthly Retail Water and Wastewater Service Rates and Charges	3.0%	3.0%	3.0%	3.0%	3.0%

2. Recognizing that the proposed rates as reflected in this study represent an increase in the rates charged for utility service and pursuant to Florida Statutes, Chapter 180.136, the Village will need to notice the proposed increase to each customer of the utility through the utility's billing process. The notice needs to state the date, time, and place of the Town's meeting at which the proposed rates will be considered

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Village of Palm Springs

Executive Brief

AGENDA DATE: February 12, 2026

DEPARTMENT: Utilities

ITEM #10: Resolution No. 2025-65 Approve the Adoption of a Utility Policy and Procedure Manual

SUMMARY: The Utilities Department requests Village Council adoption of the Utility Billing Policy and Procedure Manual (UB-PPM) by Resolution pursuant to the authority provided under Ordinance No. 2025-13. The UB-PPM establishes a comprehensive, standardized framework governing all billing, customer service, account management, miscellaneous fee assessments, delinquency processing, and administrative procedures for the Village's water and sewer utility billing operations.

The Utility Billing Policy and Procedure Manual (UB-PPM) is the first component of the PPM framework and focuses exclusively on billing, account administration, and customer service. Under Ordinance No. 2025-13, the UB-PPM carries the same enforceability as an ordinance, allowing for consistent application and Code Enforcement action when necessary.

Future minor updates, such as software enhancements, workflow improvements, or federal/state compliance adjustments, can be approved efficiently by the Village Manager and or Utilities Director without requiring a complete ordinance amendment.

The Utilities Department recommends that the Village Council adopt the Utility Billing Policy and Procedure Manual (UB-PPM) by Resolution. This action will modernize the Village's billing framework, strengthen internal controls, promote fairness and transparency, and ensure consistent and compliant service to all utility customers.

FISCAL IMPACT:

There is no impact to the Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Resolution No. 2025-65 - Approval of UB-PPM for UD November 26, 2025
2. Policy and Procedure Manual Draft

RESOLUTION 2025-65

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE UTILITY BILLING POLICY AND PROCEDURES MANUAL (UB-PPM); PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, in Ordinance No. 2025-13, the Village Council created a provision in Chapter 78, Water and Wastewater System, Section 78-2, authorizing the Utilities Department to establish a policy and procedures manual to supplement the requirements of Chapter 78; and

WHEREAS, the Utilities Department has created the Utility Billing Policy and Procedures Manual (UB-PPM) as the first component of the larger Policy and Procedures Manual framework, which focuses exclusively on billing, account administration, and customer service functions; and

WHEREAS, the UB-PPM will assist the Utilities Department in ensuring a standardized framework for all billing, account administration, and customer service issues; and,

WHEREAS, the Village finds approving the UB-PPM serves a valid public purpose.

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

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 Utilities Department’s Utility Billing Policy and Procedures Manual (UB-PPM).

Section 3. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict, including but not limited to Resolution No. 2024-01.

Section 4. This Resolution shall take effect upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KIM SCHMITZ, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

GARY READY, MAYOR PRO TEM

JOHNNIE TECHIE, COUNCIL MEMBER

PATTI WALLER, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____ 2026.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY



Utilities Policy and Procedure Manual

DRAFT

Volume I
Utilities Operations

Volume II
Utilities Billing Operations

DRAFT

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Authority and Supremacy

This Utility Billing and Collections Policy & Procedure Manual is adopted pursuant to the authority granted to the Village of Palm Springs by its Charter, Chapter 78 of the Village Code of Ordinances, and applicable provisions of Florida law. This Manual is intended to supplement, clarify, and operationalize the requirements of the Utility Ordinance.

In the event of any conflict between this Manual and the Village Code of Ordinances, Florida Statutes, or other applicable law, the provisions of the Village Code and state law shall control. Nothing in this Manual shall be interpreted to waive, modify, or supersede any legal requirement established by ordinance, resolution, or statute. (Authority: Chapter 78, Village of Palm Springs Code of Ordinances.)

Forward

This policy and procedure manual supplements Chapter 78 – Utilities of the Village of Palm Springs Code of Ordinances. It provides guidance for the billing and collection of utility services, ensuring consistency, transparency, and compliance with Village policy and applicable laws. The purposes of the Village of Palm Springs's billing and collecting policy are:

To professionally administer billing and collecting practices while complying with legal and ethical requirements.

To promote good and effective customer relations, cultivated by informed and fair practices and strict maintenance of ethical standards.

If the procedures and guidelines established in this manual are followed, the Utility Billing Division can efficiently bill and collect revenues, and provide fair and effective customer service to all utility customers.

Definitions, Applicability and Amendments

These policies apply to all utility billing operations managed by the Village of Palm Springs Utilities Department. They are binding upon all customers receiving utility service from the Village. Amendments shall be made in writing and approved by the Village Council or Village Manager, consistent with Chapter 78.

Definitions

The following words, terms and phrases, when used in these Rules and Regulations, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Application for service shall mean the written application consistent with Chapter 78 of the Village of Palm Springs Code of Ordinances.

Backflow shall mean the reverse flow of water or other liquid, gases or other substances into the distribution piping of the Village of Palm Springs from any source or sources.

Commercial service shall be any customer that is not residential or multi-family as defined herein and shall be any customer that has both commercial and residential uses behind a common meter.

Leak adjustment policy shall mean the provisions for adjustment of utility bills on account of leaks as outlined in the Utility Ordinance hereof.

Meter testing charge shall mean the charge for which an owner is responsible for the testing of the meter measuring service to the owner.

Multi-family service means a customer with four or more residential units

Owner shall mean simple owner of real property who makes an application for service to the Village of Palm Springs and connects to the utility system, whether the owner (or the owner's tenants, guests or licensees) takes service from the utility system.

Owner's service lateral shall mean the utility service facilities owned by an owner and commencing at the connection on the owner's side of the Village of Palm Springs' meter and servicing the facilities of such owner, including pipe, private cutoff valves, backflow prevention device, pressure reducing valve and other components.

Rates schedule shall mean the rates schedule adopted by the Village of Palm Springs.

Reconnection charge means a fee charged by the Village of Palm Springs for reconnection of utility service after it has been terminated for non-payment of a utility bill.

Residential service shall mean a customer with four or less residential units

Sewer System shall mean a facility consisting of a system of sewers for carrying off liquid and solid waste.

Tap-on fee shall mean a separate charge compensating the Village of Palm Springs for installation of the Village of Palm Springs' service facilities required for service to an owner.

Village of Palm Springs's service facilities shall mean those facilities of the utility system, which have been identified by the Village of Palm Springs in its sole discretion as directly, or indirectly benefiting only the owner using them and generally include the meter, curb box, and shut-off valve related to providing utility service to an owner.

Utilities shall mean a business enterprise, as a public-service corporation, performing an essential public service and regulated by the federal, state, or local Government.

Water rates shall mean the water rates of the Village of Palm Springs established pursuant to Chapter 78 of these rules and regulations.

Water systems shall mean the water supply facilities owned by the Village of Palm Springs at any time.

Amendments.

The Village of Palm Springs may from time to time amend these Rules and Regulations. No agreement of the Village of Palm Springs shall be binding unless in writing by Village of Palm Springs Village Administrator and approved by Council.

Utility Service

All utility services must be requested using approved Village applications. Applications must comply with Chapter 78 and may be denied where conditions make service impractical, unsafe, or noncompliant.

Service Area

Pursuant to the provisions and benefits of F.S. Ch. 180, the village hereby creates a zone for the provision of water and wastewater utility services, and exercises the powers granted by F.S. Ch. 180 and hereby extends its water and wastewater utility services for the provision of water and wastewater services to users in a specific geographical area. The area does not extend for more than five miles from the corporate limits of the village.

A map of the Village Utility Service Area is included as Appendix A

Interference With Employees

No person shall interfere with the authorized village employees in the performance of their duties, nor shall any material which will impair the operation of the water or wastewater system be thrown or placed, or cause to be thrown or placed, in or about the system. No person shall in any way interfere with or obstruct the operation of the machinery or any device of the water or wastewater system. No person, other than an authorized employee or

agent of the village, shall operate, attempt to operate or change the operation of an appurtenance of the water or wastewater system.

No person shall interfere with or obstruct the village employees bearing proper credentials and identification from entering upon all properties, public or private, for the purpose of inspection, observation, measuring, sampling and testing required by, or in executing the orders of, the village manager.

Application For Service.

Any potential owner desiring utility service must make application for utility service to the Village of Palm Springs upon completion of Application Forms to be supplied by the Village of Palm Springs, setting forth in detail the type of service requested, the location of the property to be served, and such other information as the Village of Palm Springs may require. Accounts must be set up by property owner; renters will be allowed to set up rental accounts by providing a copy of lease agreement issued in the year utility service is requested.

Initial Fees, Connection Fees, Impact Fees

The application for utility service shall be accompanied by any applicable required fees and charges. Connection, capital contribution, and frontage fees shall be assessed by 78-66, §78-67, and §78-68 or as set forth in a Village adopted resolution. Fees must be paid prior to activation of new service.

Rejection Of Application.

The Village of Palm Springs may reject an application for utility service:

If the applicant seeks utility service not within the scope of services offered by the Village of Palm Springs. If the providing of utility service involves excessive costs or is otherwise not feasible. If the provision of utility services adversely affects the quality and quantity of utility service, the Village of Palm Springs is able to provide to existing customers. If the applicant intends to resell the water. If the applicant is delinquent in payment of bills incurred for service previously supplied at the location for which utility service is sought or incurred for service previously supplied at any other location.

Connections, Meters and Other Service Facilities.

Water Service Metered.

Each customer shall be supplied by a separate meter. Control and maintenance of Village of Palm Springs equipment.

The Village of Palm Springs service facilities and all supply lines, and other equipment of the Village shall be under its exclusive control, and no person other than authorized employees, agents or contractors of the Village, shall repair, change, tamper or interfere with them in any way. It is unlawful for any person to tamper with or bypass a water meter. Tampering with a meter shall include, but not be limited to, the unauthorized entry into locked meter vaults by key or otherwise.

Meters and other Village service facilities will be maintained by the Village at its expense insofar as ordinary wear is concerned, but damage to any meter or other Village service facilities due to hot water, freezing, vehicular traffic, or other external causes arising out of or caused by the customer's service facilities, operations, negligence or carelessness shall be paid by the owner. The amount of such damage or the cost of repairs shall be added to the first water bill of the customer; rendered after the amount of the damage or the cost of the repairs are ascertained by the Village. Payment of such amount may be enforced in the same manner as payment of utility rates.

Meter Location/Access to Premises

The location of the metering equipment and space required for said metering equipment shall be established by the Village's service regulation. As a condition of taking service, authorized employees and agents of the Village shall have access to the customer's premises at all reasonable hours to install, turn on, disconnect, inspect, read and repair or remove its meters. Meters should be free from shrubs, trees, debris, etc.

Tests.

The Village may at any time remove any meter for routine tests, repairs or replacement. The Village of Palm Springs shall upon request of an owner, test the accuracy of the meter in use, provided the meter has not been tested by the Village within a period of three (3) months previous of such request, and that the owner will agree to abide by the results of such test in the adjustment of disputed charges.

If the meter is shown to have an error, the Village will replace or correct the meter at no charge to the owner. If the meter has no such error, the owner will pay a meter calibration fee in the amount of \$100.00 or as otherwise set by Village adopted resolution.

Test Errors.

Whenever a test of a meter reveals it to have an error, the Village of Palm Springs shall bill or refund to the owner, as the case may be, such percentage of the amount reflected on bills covering the consumption indicated by the meter for the previous six (6) months, as the meter was found to be in error at the time of test, unless it can be shown to the satisfaction of the Village that the error found had existed for a greater or lesser period, in which case the adjustment shall cover such actual period.

RATES, FEES AND CHARGES.

Rates Schedule.

The rates are incorporated in and shall be a part of schedule of fees as set forth in the Village adopted resolution.

Other Fees and Charges.

The Village may from time to time adopt and impose other rates and charges as it deems appropriate, the amount of which shall be set forth in the rates schedule via Village adopted resolutions.

Security Deposit.

Where the Village currently has water and sewer service installed, a security deposit is required that is a part of the schedule of fees as set forth in the Village adopted resolutions.

Readiness-to-serve.

All property connected to or for which any water or wastewater service of the village is available shall be assumed to be using water and wastewater services and the user shall be charged a readiness-to-serve fee as long as either the availability of service to the property remains, any connection continues or use of the services occurs. Whenever the property involves rental or leased property and the user (i.e., tenant or lessee) terminates service or abandons the property, the property owner shall be responsible for the payment of the readiness-to-serve charge on an interim basis until a new user for the property has been established with the village.

Billing And Collection

Bills.

Customers shall be billed for utility usage during a specified billing period according to the established schedule of rates. All bills shall be sent to the billing address shown on the application for utility service unless an owner notifies the Village in writing of some other address to which bills are to be mailed. (Exhibit I). Failure to receive bills will not be considered justification for nonpayment of amounts due or permit an extension of the date when the account would be considered delinquent. The Village may at any time correct any bills for service, which may be in error or in accordance with the Utility Billing Adjustment Ordinance, §78-45.

If payment is not received by the end of business on the bill due date, a \$15.00 late penalty is applied to the account. Late payment fees may be waived, with the approval of the Utility Billing Manager, once within a 12-month period if the account has been in otherwise good standing. Each unit of a multi-family parcel and each mobile home in a mobile home park will be treated as a single-family unit and each unit will be responsible for all applicable Rates, Charges, Fees and penalties pursuant to Village resolution.

Payment.

By applying for utility service, all customers agree to pay the rates, fees and charges of the Village of Palm Springs in accordance with these rules and regulations. All payments must be made through the billing office or designated collection services and sites of the Village of Palm Springs. Payment can be made in the form of Check, Money Order, Credit Card, or other accepted payment options. No cash will be accepted.

Customers providing checks that are returned for non-sufficient funds, closed accounts, or stop payments shall be notified and all applicable fees shall be charged to the account. At any time after an owner has presented a second returned check for the payment of any utility bill, the Village of Palm Springs may require that payment be made only by money order or cashier check.

Uncollectible Accounts Receivable.

Accounts delinquent more than 90 days from the due date shall be presented to the Utility Billing Manager to pursue all remedies available for collection of the delinquent accounts.

Meter Failures.

If a meter fails to register correctly or is stopped for any cause, the owner agrees to pay each billing period an estimated water rate based on the average water usage for the immediately preceding 12-month period, or such shorter period of actual use.

Adjustments For Leaks.

Any owner desiring an adjustment for a leak shall notify the Village of Palm Springs of the existence of the leak and provide evidence of its repair. Upon determining whether the leak existed, identifying the type of leak, and the duration of the period of the leak, the Village may give credit based §78-45(b), and §78-45(f).

Excessive Use Credit.

Any owner desiring an adjustment for excessive use shall notify the Village of Palm Springs of the request and meet the criteria in §78-45(e)

Pool Adjustments

For pool/spa adjustments there will be charge for all water consumed and a deduction from sewers will be given. This event shall be limited to one time per calendar in accordance with §78-45(c)

Refunds.

A customer considering his or her water bill in error shall, before the bill becomes delinquent (15 days after the due date), provide the Village billing division a written statement of the reasons he or she considers the bill to be in error. Upon receiving such notice, Village will hold the disputed bill in abeyance and present the matter for consideration to the Utilities Director. In the event there was a billing error, a refund shall be issued in accordance with §78-45(g)

Reductions, Interruptions and Discontinuances

Shut Off for Default.

If payment is not received by the due date of the bill the following procedures will begin. A late fee will immediately be assessed against the account, and the user and service may be disconnected as provided by §78-40.

Restoration Of Service.

When utility service has been suspended for nonpayment of bills, utility service will be restored upon payment in full of all delinquent bills, and the payment of a reconnection fee of \$60.00, in accordance with the Village of Palm Springs' rates schedule. Reconnection fees may be waived, with the approval of the Utility Billing Manager, once within a 3-year period if the account has been in otherwise good standing. Restoration of water, after the account has been made current, can take up to 24 hours.

The Village shall not be responsible for any damage that may result from reconnection in the absence of the customer. For terminations other than nonpayment (vacated houses, damaged homes) someone must be in attendance when service is restored.

Termination of Service by Owner.

The Village of Palm Springs will terminate service on date requested (or as soon as possible thereafter) after receiving a written request signed by the customer. §78-64

No Liability.

The Village of Palm Springs shall not be liable for damage of any kind resulting from water and wastewater or the use of water on the customer's property. The Village of Palm Springs shall not be responsible for damages done by or resulting from any defect in the piping, fixtures, and/or appliances on the customer's property. The Village of Palm Springs shall have no liability on account of interruptions of service, erroneous shutoffs, failure to deliver water or failure to deliver water at any (high or low) pressure.

The Village of Palm Springs shall not be responsible for negligence of third parties or forces beyond the Village of Palm Springs' control resulting in any interruption of service. Otherwise, under normal conditions, all potentially affected customers shall be notified in advance of any interruption of service.

Withholding Of Service.

Except as may be otherwise provided by law, the Village of Palm Springs may withhold or discontinue service until all past-due amounts, account delinquent/reactivation fees, tampering and related charges, and unpaid liens which are owed and unpaid to the Village have been paid in full. In the event the Village discovers private facilities adversely affecting water quality or facilities, service may also be withheld until such situation is corrected. In general, and unless otherwise stated herein, a reasonable amount of time will be provided to allow the customer adequate time to respond and correct such deficiency unless more immediate action is justified in the interest of public health, safety or welfare.

Limitations Of Use.

Utility service purchased from the Village of Palm Springs shall be used by the customer only, and the customer shall not sell or otherwise dispose of such service supplied by the Village. In no case shall customer, except with the written consent of the Village, extend piping across a street, alley, lane, court, property line, avenue or other way, in order to furnish utilities service for adjacent property, even if such adjacent property is owned by him (in these cases, written consent of the Village will be required). A customer receiving Potable Water service from the Village:

Shall restrict the use of a private well to landscape irrigation only (subject to the Village's Ordinance). Shall not interconnect the potable water plumbing system with any other water supply system, Wastewater system, Reclaimed Water system, or other system which has the potential to contaminate the Village's potable water system.

A customer receiving Wastewater service from the Village shall not interconnect his/her internal Wastewater plumbing system with any other private water supply system (i.e., private irrigation well, storm drainage system, Reclaimed Water system). In case of such unauthorized extension, re-metering, sale or disposition of service, said customer's service is subject to immediate discontinuance of service.

Deferment Of Payments.

A customer can request a Deferment of Payment if the request is submitted to the Utility Billing Manager's prior to the Due Date. If a customer cannot pay the entire amount of past due charges at one time, the Utility Manager may arrange with the customer to make partial payments over a specified period based on account standing. If a customer does not honor the extended payment schedule, the Village may disconnect utility service or take any other legal action to collect past due charges. Each customer is allowed to make one (1) request to the Utility Billing Manager over a 12-month period.

Deposit Refunds.

When service is permanently discontinued and all utility bills and charges have either been paid in full or deducted from deposits, the Village of Palm Springs will refund the deposit or any remainder thereof as outlined in §78-65.

Liens And Enforcements

Except as provided in section 180.135, Florida Statutes, delinquent accounts shall be a lien against the real property and further proof of the lien may be recorded in the official records in and for Palm Beach County. Lien satisfaction will occur only after full payment of all outstanding charges, interest, and administrative fees. §78-41.

ADA and Language Accessibility Compliance Federal ADA Standards

All customer communications, billing notices, and applications shall comply with ADA and language accessibility requirements. The Village shall provide reasonable accommodations and translation assistance to ensure equitable access to utility services via Federal ADA Standards.

Recordkeeping And Retention Ch. 119, F.S.

All billing, payment, and customer correspondence records shall be maintained in accordance with Chapter 119, Florida Statutes (Public Records Law). Records shall be retained following State of Florida General Schedule GS1-SL.

Change In Billing Status.

Avoidance.

No change in the status of said application shall be permitted to avoid the payment of delinquent bills, cut in/off fees, connection charges, deposits, etc. The Village of Palm Springs reserves the right to refuse service if it has reason to believe the applicant is attempting to avoid payment of aforesaid sums or any other sums due and payable to the Village.

Transfer.

Any person desiring to have water turned on or reconnected to a premises after it has first been installed and connected, or to have the account for the connection transferred on the records of the village shall make application to the village, describing the premises by street and number or other clear description. The application shall be accompanied by the deposit, together with a service charge for the reconnection or transfer, which charges are established by resolution of the village council.

Hierarchy of Authority.

This Manual operates within the legal framework of applicable federal law, Florida Statutes, the Village Charter, and the Village of Palm Springs Code of Ordinances, including but not limited to Chapter 78 (Utilities). In the event of a conflict, the hierarchy of authority shall be:

1. Federal Law
2. Florida Statutes
3. Village Charter
4. Village Code of Ordinances
5. Adopted Resolutions
6. This Policy & Procedure Manual

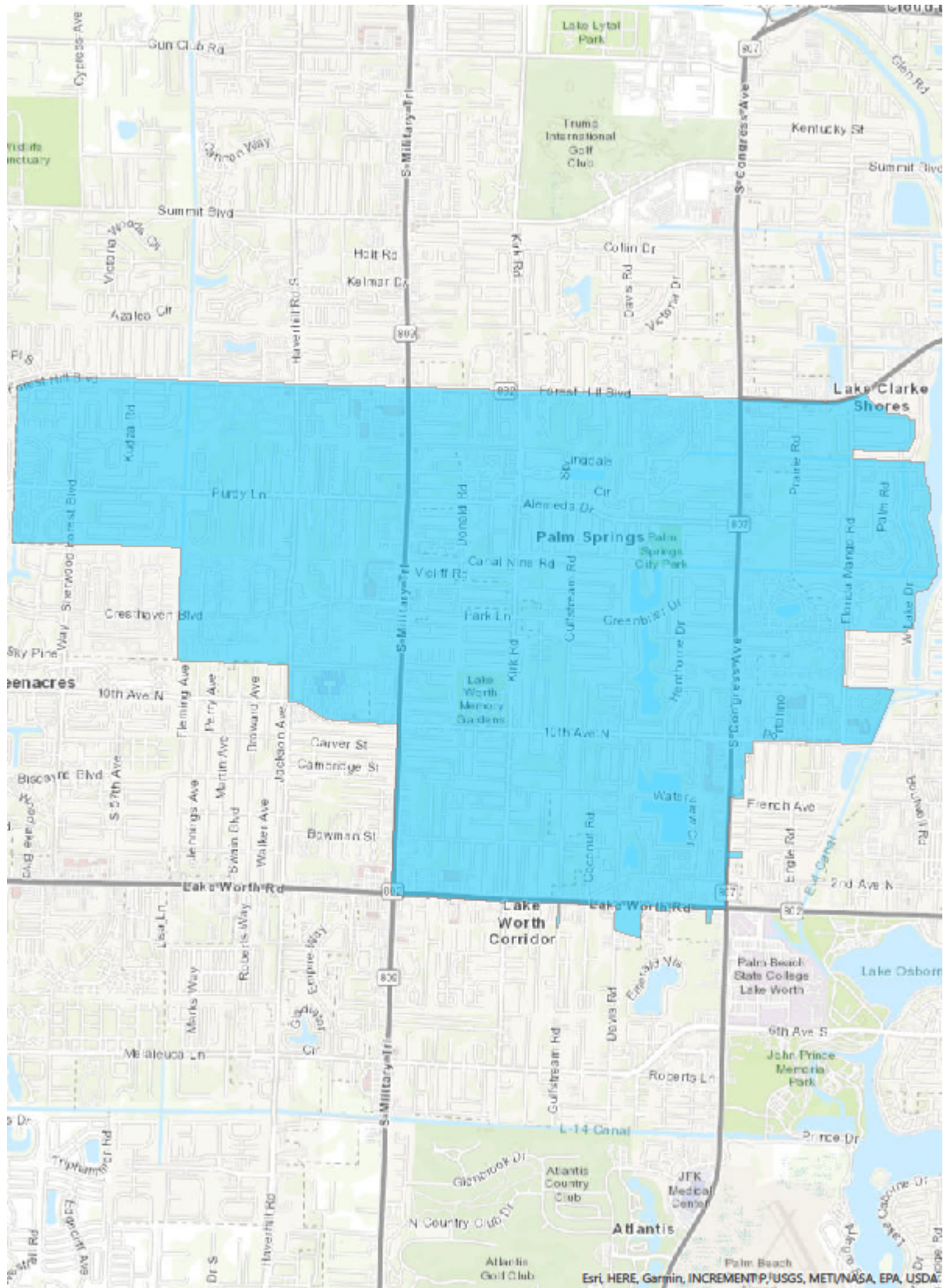
Adoption and Amendments.

This Manual shall be adopted by resolution by the Village Council or as otherwise authorized by the Village Code. Amendments may be made by resolution or administrative approval were authorized by ordinance (See Chapter 78, Village of Palm Springs Code of Ordinances).

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Appendix A



Volume III
Pretreatment and Cross Connection Control

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Volume IV

Utility Design and Material Standards

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