AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COMMUNITY ROOM
226 CYPRESS LANE
MAY 12, 2016
6:30 P.M.

COUNCIL

Mayor Bev Smith

Vice Mayor Joni Brinkman

Mayor Pro Tem Patti Waller

Council Member Sergio Escalada

Council Member Doug Gunther

ADMINISTRATION

Village Manager Richard Reade

Village Attorney Glen Torcivia

Village Clerk Susan Caljean

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote

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

1. Minutes of Regular Council Meeting on April 14, 2016
   Staff: Susan Caljean, Village Clerk

2. Appointments to the Construction Board of Adjustment and Appeals Board
   Staff: Susan Caljean, Village Clerk

3. Proclamation announcing Municipal Clerk's Week

4. Proclamation designating the week of May 15 through May 21, 2016 as "Police Week" and May 15, 2016 as "Peace Officers Memorial Day"

5. Professional Services Agreement for Engineering Services – 1st Amendment– Terms and Fees - Keshavarz & Associates
   Staff: John Rouse, Public Services Director

6. Professional Services Agreement for Engineering Services – 1st Amendment – Terms and Fees - Giordano & Associates
   Staff: John Rouse, Public Services Director

7. Professional Services Agreement for Engineering Services – 1st Amendment – Terms and Fees - Engenuity Group
Staff: John Rouse, Public Services Director

8. Professional Services Agreement for Engineering Services – 1st Amendment – Terms and Fees - Eckler Engineering Inc.
Staff: John Rouse, Public Services Director

9. Professional Engineering Services for Development Review - Task Order No. EN-100 - Engenuity Group
Staff: Kim Glas-Castro, Land Development Director

10. Professional Engineering Services for Development Review - Task Order No. KE-100 - Keshavarz Associates
Staff: Kim Glas-Castro, Land Development

11. Professional Engineering Services for Development Review - Task Order No. CA-100 - Calvin Giordano Associates
Staff: Kim Glas-Castro, Land Development

12. Wastewater Gravity Lines & Manhole Rehabilitation Construction Services – Piggyback
Staff: John Rouse, Public Service Director

13. Purchase Agreement for Water Meters – Best Interest Acquisition
Staff: John Rouse, Public Services Director

14. Resolution No. 2016-45 - Amendment to the Schedule of Fees

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION” “VILLAGE CLERK/GENERAL GOVERNMENT”, DIVISION 2 “DEPARTMENT OF PUBLIC SAFETY”, AND CHAPTER 38 “LEISURE SERVICES”, TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND RESTATING THE FEES FOR CHAPTER 2 DIVISION 2 “CODE ENFORCEMENT”, CHAPTER 42 “LIBRARY”, CHAPTER 62 PUBLIC SERVICE “SOLID WASTE”, CHAPTER 74 “TRAFFIC AND VEHICLES”, CHAPTER 34 “LAND DEVELOPMENT”, CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” DEPARTMENTS OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.
Staff: Rebecca Morse, Finance Director

End of Consent Agenda……..

Motion	Second	Vote

ANNOUNCEMENTS AND PROCLAMATIONS

15. Joseph Fallon Scholarship Award Presentations

16. Council Member Sergio Escalada – Letter of Resignation

17. Proclamation Honoring Council Member Sergio Escalada

18. State Senator Jeff Clemens and State Representative Dave Kerner Legislative Update

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

19. Infrastructure Surtax – Revised Interlocal Agreement
Staff: Richard Reade, Village Manager

Motion	Second	Vote

20. Ordinance No. 2016-07 – Village Code Amendment - Candidate Qualifying Period (First Reading)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, EXEMPTING THE VILLAGE OF PALM SPRINGS FROM THE PROVISIONS OF LAWS OF FLORIDA CHAPTER 83-498 BY OPTING OUT OF THE PROVISIONS FOR UNIFORM FILING DATES AND AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 22 “ELECTIONS”, TO CREATE SECTION 22-8, “CANDIDATE QUALIFYING PERIOD” TO PROVIDE FOR THE START AND END DATE FOR THE QUALIFYING PERIOD; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.
Staff: Richard Reade, Village Manager

Motion	Second	Vote

21. Ordinance No. 2016-08 – Village Code Amendment - Filling a Vacancy After Filing Deadline (First Reading)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 22 “ELECTIONS”, BY DELETING SECTION 22-3, “FILLING VACANCIES AFTER FILING DEADLINE” AND ENACTING A NEW SECTION 22-3, “FILLING A VACANCY IN CANDIDACY” TO PROVIDE FOR THE FILLING OF A VACANCY AFTER THE QUALIFYING PERIOD; PROVIDING FOR

CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE**.**
Staff: Richard Reade, Village Manager

Motion	Second	Vote

22. Ordinance No. 2016-05 – Village Code Amendment - Utility Billing Adjustments (Second Reading)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 78 "UTILTITIES", ARTICLE II, "WATER AND WASTEWATER SYSTEM", DIVISION 1, "GENERALLY", BY ENACTING A NEW SECTION 78-45, "UTILITY BILLING ADJUSTMENTS" TO PROVIDE REGULATIONS REGARDING ADJUSTMENTS TO CUSTOMER UTILITY BILLS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.
Staff: John Rouse, Public Service Director

Motion	Second	Roll Call

23. Ordinance No. 2016-06 – Village Code Amendment - Floodplain Management (Second Reading)

AN ORDINANCE BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA AMENDING THE VILLAGE CODE OF ORDINANCES TO AMEND CHAPTER 1, "GENERAL PROVISIONS", SECTION 1-2, "DEFINITIONS AND RULES OF CONSTRUCTION", TO CLARIFY DEFINITIONS AS A RESULT OF FLOODPLAIN MANAGEMENT; AND AMENDING CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE II, "FLORIDA BUILDING CODE", SECTION 10-32, "TECHNICAL AMENDMENTS" TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE AS A RESULT OF FLOODPLAIN MANAGEMENT REQUIREMENTS; AND REPEALING ARTICLE II "FLOOD DAMAGE PREVENTION" WITHIN CHAPTER 34, "LAND DEVELOPMENT", IN ITS ENTIRETY, AND TO ADOPT A NEW ARTICLE II "FLOODPLAIN MANAGEMENT" WITHIN CHAPTER 34, "LAND DEVELOPMENT" TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Roll Call

24. Resolution 2016-46 - Final Plat – Wawa (Forest Hill/Congress)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE FINAL PLAT OF WAWA GAS STATION TO BE CONSTRUCTED AT 1771 S. CONGRESS AVENUE, SUBMITTED BY GEORGE BALABAN, AGENT FOR THE PROPERTY OWNER, A 5,636 SQUARE FOOT CONVENIENCE STORE WITH RESTAURANT AND GAS STATION WITH 6 FUELING PUMPS; UNIFYING THREE (3) PARCELS; AND PROVIDING AN EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

25. Resolution No. 2016-47 - Preliminary Plat - Evans Place (1020 Evans Drive)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE PRELIMINARY PLAT LOCATED AT EVANS PLACE - 1020 EVANS DRIVE, SUBMITTED BY NORMAN HERNANDEZ, OWNER OF THE PROPERTY, TO SUBDIVIDE THE LOT INTO TWO SEPARATE LOTS, THE VILLAGE STAFF APPROVED AN ADMINISTRATIVE VARIANCE TO ALLOW A LOT WIDTH OF 62.5 FT.IN LIEU OF THE DISTRICT STANDARDS; AND PROVIDING AN EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

ACTIONS AND REPORTS

26. Approve Roadway Asphalt Milling & Resurfacing Projects – Public Service Department (FY 2016 Budget & Reserves Funded)

Motion	Second	Vote

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR COUNCIL MEETING
JUNE 9, 2016 AT 6:30 P.M.

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose

he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS
VILLAGE COUNCIL MINUTES
REGULAR MEETING, COUNCIL CHAMBERS, APRIL 14, 2016

CALL TO ORDER, ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

Mayor Bev Smith called the regular meeting of the Village Council to order at 6:33 p.m.

Present: Mayor Smith, Vice Mayor Gunther, Mayor Pro Tem Brinkman, Council Member Waller, Village Attorney Glen Torcivia, Village Manager Richard Reade and Village Clerk Susan Caljean.

Absent: Council Member Escalada

Staff present: Police Chief Tom Ceccarelli, as Sergeant at Arms, Land Development Director Kim Glas-Castro, CFO Rebecca L. Morse, Public Service Director John Rouse and Leisure Services Director Bill Golson, Suvi Maner, Library Director.

Mayor introduced School District Chairman, Chuck Shaw, he thanked the Mayor and Council for considering the interlocal agreement for the sales tax.

Invocation was given by Village Manager Reade, followed by the Pledge of Allegiance led by Mayor Bev Smith.

Resolution No. 2016-36
A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, CERTIFYING THE ELECTION OF CANDIDATES AND CHARTER AMENDMENTS FOR THE 2016 MUNICIPAL ELECTION; AND PROVIDING AN EFFECTIVE DATE.

Village Attorney Torcivia read the resolution by title. Mayor Smith stated that this was a public hearing and asked for questions or comments. Hearing none, a motion for approval was made by Vice Mayor Gunther, seconded by Mayor Pro Tem Brinkman. Motion carried 4-0.

1. **CERTIFICATION OF ELECTION**

Manager Reade stated that during the recent municipal election that was held on Tuesday, March 15, 2016, two Council Member Seats were up for election as well as three (3) Village Charter Amendments. The qualifying period for the election was held from November 10, 2015 through November 24, 2015.

The Village Council is requested to certify the election results as follows:
The Village Clerk certified that only one (1) candidate qualified for each of the available council member seats:

. Patricia “Patti” Waller - District 2 Council Member Seat

. Joni S. Brinkman - District 4 Council Member Seat

The *Charter of the Village of Palm Springs Section 5.06* and *Florida Statutes Chapter 101.151(6)* provide that the unopposed council member candidates shall be deemed to have voted for themselves and are certified as elected as of the date of the election, being March 15, 2016.

Note: Due to the approved change in the Village Charter during the March 15, 2016 elections, Council Member Waller and Council Member Brinkman will serve three (3) year terms that will expire in March 2019.

The Village proposed three (3) ballot questions to amend the Village Charter, which had not been amended in 20+ years. The official results, provided by the PBC Supervisor of Elections (SOE) Office, are as follows:

Question 1. Clarify Various Personnel Matters:

Yes Votes	1,721 (76.83%)
No Votes	519 (23.17%)

Question 2. Address Housekeeping & Administrative Issues:

Yes Votes	1,466 (65.48%)
No Votes	773 (34.52%)

Question 3. Address Council Terms, Vacancies & Meeting Procedures:

Yes Votes	1,500 (69.41%)
No Votes	661 (30.59%)

Following certification of the municipal election results by the Village Council, Council Member Waller and Brinkman will be sworn into office to serve their new three (3) year term. Additionally, staff will codify the amended Village Charter and forward it to the State of Florida as required by state law. Further, the new Charter will be posted on the Village's website and be available for public review at various locations within Village Hall and Library.

Resolution No. 2016-37

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, DESIGNATING A VICE MAYOR AND MAYOR PRO TEM FOR THE ENSUING YEAR 2016-2017, AND PROVIDING AN EFFECTIVE DATE.

2. **OATH OF OFFICE FOR NEW CANDIDATES**

Susan Caljean, Village Clerk, administered the Oath of Office to Patti Waller and Joni Brinkman.

3. **COUNCIL REORGANIZATION**

Manager Reade stated the Village Council has certified the results of the March 15, 2016 municipal election and the Oaths of Office has been administered to the newly elected officials.

Section 3.05(a) of the Charter of the Village requires the nomination and election by Council Action of a Vice Mayor and Mayor Pro Tem from among its members at the first regular council meeting after the General Election. The new Vice Mayor and Mayor Pro Tem shall serve until March/April 2019.

Mayor Smith asked for a nomination for the offices of Vice Mayor and Mayor Pro Tem, Council Member Gunther nominated Joni Brinkman as Vice Mayor and Patti Waller as Mayor Pro Tem, seconded by Mayor Smith. Motion carried 4-0.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Manager Reade had one modification to the agenda, item #20, regarding Chili's Restaurant adding Thursdays to the resolution to be included in the extension of the hours of operation.

Mayor Smith asked for a motion to approve the agenda items, a motion was made by Pro Tem Mayor Waller, seconded by Vice Mayor Brinkman. Motion carried 4 -0.

CONSENT AGENDA

Mayor Smith opened the meeting up for public comment. There was no public comment.

4. Minutes of Regular Council Meeting on March 10, 2016
   Staff: Susan Caljean, Village Clerk

5. Resolution No. 2016-19 – Tire purchase agreement - Cooperative Purchasing

   A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A COOPERATIVE PURCHASE CONTRACT WITH GOODYEAR TIRE & RUBBER COMPANY; AND PROVIDING AN EFFECTIVE DATE.
   Staff: John Rouse, Public Service Director

6. Resolution No. 2016-20 – Final Utility contract close out - Collie & Kivey Drive (Part A)

   A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A CHANGE ORDER AMENDING A CONTRACT TO AKA SERVICES FOR COLLIE DRIVE AND KIVEY DRIVE SEWER INSTALLATION AND ROAD RECONSTRUCTION PROJECT. (CLOSE OUT-PART A)
   Staff: John Rouse, Public Service Director

7. Resolution No. 2016-21 - Final Utility contract close out - Phase IV (Part B)

   A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE,

TO EXECUTE A CHANGE ORDER AMENDING A CONTRACT TO AKA SERVICES FOR PHASE IV SEWER INSTALLATION AND ROAD RECONSTRUCTION PROJECT (10TH AVENUE NORTH SOUTH TO CANAL 11 FROM KIRK ROAD WEST TO MILITARY TRAIL. (CLOSE OUT-PART B)
Staff: John Rouse, Public Service Director

8. Resolution No. 2016-33 – Purchase utilities parts and services agreement - Bilfinger Water Technologies (AIRVAC) (Sole Source)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BILFINGER WATER TECHNOLOGIES, INC. (AIRVAC) TO PURCHASE PARTS/SUPPLIES (SOLE SOURCE)
Staff: John Rouse, Public Service Director

9. Resolution No. 2016-34 - Purchase DOC Resin IXOM Watercare (Best Interest Acquisitions)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH IXOM WATERCARE, INC. AND PROVIDING AN EFFECTIVE DATE.
Staff: John Rouse, Public Service Director

10. Resolution No. 2016-35 - Agreement with East Coast Pyrotechnics, Inc. for the purchase of the July 4th fireworks display.

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EAST COAST PYROTECHNICS, INC. FOR THE PURCHASE OF A FIREWORKS DISPLAY FOR THE 4TH OF JULY CELEBRATION IN THE AMOUNT OF $10,000; AND PROVIDING AN EFFECTIVE DATE.
Staff: Bill Golson, Leisure Services Director

11. Resolution No. 2016-38 - Purchase of emergency equipment – Strobes-R-Us (Piggyback)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE A PIGGYBACK CONTRACT WITH STROBES-R-US FOR THE PURCHASE OF EMERGENCY EQUIPMENT AND INSTALLATION THROUGH THE BROWARD SHERRIF'S OFFICE, BID #13-1040-30 FOR THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.
Staff: Tom Ceccarelli, Chief of Police

12. Resolution No. 2016-39 – Purchase Sodium Hexametaphosphate agreement - Carus Corp. (Piggyback)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXTEND A PIGGYBACK CONTRACT WITH CARUS CORPORATION FROM MAY 1, 2016 THROUGH APRIL 30, 2018 FOR THE PURCHASE AND DELIVERY OF SODIUM HEXAMETAPHOSPHATE; AND PROVIDING AN EFFECTIVE DATE.
Staff: John Rouse, Public Service Director

13. Proclamation - Arbor Day- Friday, April 22, 2016

14. Proclamation - National Public Safety Telecommunications Week- April 10th thru 16th.

End of Consent Agenda….

Mayor Smith asked for a motion to approve the Consent agenda, a motion was made by Council Member Gunther, seconded by Mayor Pro Tem Waller. Motion carried 4 -0.

PRESENTATION
Mayor Smith announced the recipient of the award of Property Improvement Program (PIP) Matching Grants

Manager Reade stated that PIP awardee has completed their improvement projects and have filed the necessary documentation to receive the Village matching grant funds, one of them is present this evening.

Owner/Resident:	Regina Mackenzie
Address:	3248 Henthorne Drive (since 1981)
Project:	Replaced garage door (Impact code approved)
Eligible Costs:	$1,776.00
Grant Award:	$ 888.00

Ms. Mackenzie thanked the Village for this opportunity.

Mayor Smith opens the meeting up for public comment. (Three minute limit)
Charles Ward of 3368 Kirk Road was concerned with the fencing and water drainage from the Cabrera site and the impact it would have on his property.

Kim Glas-Castro, Land Development Director gave an explanation of the proposed development.

Gary Ready of 3118 Meadow Road attends the Special Magistrate hearings and was wondering how people get fines or liens on their property.

John Tieche of 305 Winged Foot Drive was concerned with the Zika outbreak. He thinks the Village should get after tire sales establishments to keep the tires free from standing water, or store the tires indoors.

Mayor suggested that Palm Beach County should spray Palm Springs for mosquitos.

PUBLIC HEARINGS

15. Resolution No. 2016-40 – Support major league baseball facility in South Central Palm Beach County

    A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA SUPPORTING THE LOCATION OF A MAJOR LEAGUE BASEBALL TRAINING FACILITY IN SOUTH CENTRAL PALM BEACH COUNTY AND PROVIDING FOR AN EFFECTIVE DATE.
    Staff: Richard Reade, Village Manager

Manager Reade stated that recently, there has been discussion about the possibility of locating a Major League Baseball (MLB) training camp at John Prince Park, which is adjacent to the Village's future annexation area near South Congress Avenue, Lake Worth Road and 6th Avenue, South. Should this park, which is owned and maintained by Palm Beach County, be selected as a site to host spring training, the Village could potentially realize a number of economic (re)development and tourism opportunities.

As a result, the Village Council is requested to consider a proposed Resolution supporting this opportunity and urging the Palm Beach County Board of County Commissioners to strongly consider exploring the proposed John Prince Park site as a future MLB spring training site.

Mayor Pro Tem Waller had requested that this resolution be put on the agenda. She attended a meeting of the County Commissioners last week and is in full support of this facility and reported that it would be a great economic opportunity for Palm Springs for redevelopment and mixed use development.

Mayor Smith opens the meeting up for public comment. (Three minute limit)

John Tieche of 305 Winged Foot Drive suggested that this may be the time to get 6th Avenue and 10th Avenue widened.

Mayor Pro Tem Waller is a member of the Metropolitan Planning Organization where they have a program called "Smart Streets". The goal of this organization is to make the streets a more pedestrian and bicycle safety environment.

Gary Ready of 3118 Meadow Road had a concern that the area they are looking to develop is near the Lake Worth Utility area.

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion for approval, made by Vice Mayor Brinkman, seconded by Council Member Gunther. Motion carried 4-0.

16. Resolution No. 2016-41- Infrastructure Surtax- Interlocal Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT AMONG PALM BEACH COUNTY, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, AND THE SIGNATORY MUNICIPALITIES PERTAINING TO THE SHARED DISTRIBUTION AND USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.
Staff: Richard Reade, Village Manager

Manager Reade reported that on March 22, 2016, Palm Beach County (PBC) approved a plan for a one-cent infrastructure surtax for a 10-year period that would be presented to the voters in Palm Beach County for consideration during the November 2016 election. This proposed sales tax initiative would increase the County's sales tax from 6% to 7%.

Currently, the proposed one-cent sales tax initiative would include the County, the School Board and the Municipalities. The proposed distribution is as follows:

Palm Beach County School Board	48.0%
Palm Beach County	27.5%
PBC Economic Development Cultural Facilities	4.5%
PBC Economic Development Incentives	1.5%
Municipalities	18.5%

Note: To include the School Board and change the allocations from the distribution formula as provided within Florida Statutes, an Interlocal Agreement is required from the municipalities representing a majority (51%) of the municipal population within Palm Beach County.

It is anticipated that an ordinance to include ballot language and the details of the County's plan will be presented to the County Commission in April 2016 along with approved municipal agreements.

If approved, the Village could potentially receive a significant amount of funding to support the cost for capital improvement projects (CIP) and equipment that weren't funded due to the recent economic recession and dramatic decreases in assessed property values over the past decade. Thus, this funding would contribute to Village goals, including a number of economic

(re-)development opportunities. Projected funding to the Village is as follows:

1 Year Distribution	10 Year Distribution	10 Year Distribution (Projected 3% Revenue Increase)
$1,162,498	$11,624,979	$13,726,538

Note: Based on 2015 State of Florida Sales Tax Distribution Formula

As a result, the Village Council is requested to consider a proposed Interlocal Agreement supporting this infrastructure surtax opportunity.

The proposed Interlocal Agreement was prepared by Palm Beach County and reviewed by the Village Attorney. The proposed 10-year Village project list was prepared by the Public Service Department with input from each Village Department Director and staff.

If approved by the voters of Palm Beach County during the upcoming November 2016 election, the Village would receive approximately $11,624,979 million dollars over a 10-year period to complete various capital related projects.

A discussion by Council ensued regarding this issue. The question will be on the ballot in November for the voters to decide.

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion for approval, made by Vice Mayor Brinkman, seconded by Mayor Pro Tem Waller. Motion carried 4-0.

Manager Reade stated that the Village of Palm Springs, for a second year, will be identified as an “entitlement city” with a delineated Community Development Block Grant (CDBG) Target Area in the Palm Beach County 5-Year Consolidated Plan. Palm Beach County has recently notified the Village that our allocation for FY 2016-2017 is $99,365.

The Village was required to submit a project for the County’s Annual CDBG Work Plan by April 8th. In order to be eligible for the HUD grant, the Village’s project must 1) benefit low and moderate income persons, 2) include a public facility in need of repair or replacement, including ADA and accessibility improvements and/or 3) aid in the elimination of blight.

Staff is proposing to utilize the available funding to support the 1st phase of the unnamed park at the northeast corner of Park Lane and Kirk Road as this year’s project. This project is proposed in the Village’s Capital Improvement Program at an estimated cost of $149,365 and will include both CDBG and Florida Recreation Development Assistance Program (FRDAP). The Village will be responsible for any project costs in excess of the $99,365 from the CDBG reimbursement grant. Additionally, the FRDAP grant award of $50,000 will be used as matching funds along with Village staff labor as an in-kind match.

The proposed park improvements, while located immediately outside of the Villages' CDBG Target Area, will serve the residents of the Target Area by providing usable open space and neighborhood park improvements within walking and biking distance. In 2012, the property was transferred from Palm Beach County to be developed as a public park after the Village annexed the surrounding residential area. This year's CDBG allocation will enable Phase 1 of the park improvements to be completed. The park plan will be designed by a professional which will include the following: preparation of the property to turn the barrow pit lake into a focal point with a walking trail around its perimeter and fountain in the center, playground equipment, landscaping and irrigation system, and paved parking lot with an ADA walkway.

Future park amenities have been identified such as a picnic pavilion and water fountain when funding becomes available. A potential source for the funding could be the FY 2017-2018 CDBG funding allocation.

Through initial discussions with County it has been confirmed that the project will meet the required criteria for CDBG funding.

The Fiscal Year 2016-2017 allocation for the Village is estimated at $99,365. This is a reimbursement grant.

Mayor Smith opens the meeting up for public comment. (Three minute limit)

John Tieche of 305 Winged Foot Drive thought it was a good idea but stated that there was the worse blight on Kirk Road with abandoned vehicles on that one lot.

17. Resolution No. 2016-42- CDBG project funding- Kirk Road and Park Lane

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING FUNDS ALLOCATED BY PALM BEACH COUNTY HOUSING AND COMMUNITY DEVELOPMENT TO THE VILLAGE OF PALM SPRINGS FOR FISCAL YEAR 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BE USED TOWARD THE FIRST PHASE OF THE PARK LANE PARK, LOCATED AT THE NORTHEAST CORNER OF PARK LANE AND KIRK ROAD; AND PROVIDING AN EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion for approval, made by Council Member Gunther, seconded by Vice Mayor Brinkman. Motion carried 4-0.

18. Ordinance No. 2016-05- Village Code Amendment- Utility Billing Adjustments (First Reading)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 78

"UTILTITIES", ARTICLE II, "WATER AND WASTEWATER SYSTEM", DIVISION 1, "GENERALLY", BY ENACTING A NEW SECTION 78-45, "UTILITY BILLING ADJUSTMENTS" TO PROVIDE REGULATIONS REGARDING ADJUSTMENTS TO CUSTOMER UTILITY BILLS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.
Staff: John Rouse, Public Service Director

Manager Reade stated that in an effort to enhance our customer service and provide clear guidance related to collection/adjustments of Village utility bills, the Public Service Department is recommending the following amendments to the Village Code - *Chapter 78 "Utilities"*:

BILLING ERRORS:
Provides for adjustments to correct billing issues (i.e., charge for water/wastewater in error, a bill was not provided for consumed water/wastewater, etc.)

LEAKS AT THE METER:
Provides a wastewater billing credit for above average usage due to a documented leak on the customer's side of the water meter. Credit for both water and wastewater charges is also provided when the leak is within three (3) feet of the meter and the Village changed out or repaired the meter within the last three (3) months

SWIMMING POOL FILLING:
Provides customers with an opportunity to request a wastewater billing adjustment based on the number of gallons of water that was used to fill a swimming pool

ACTS OF NATURE:
Provides for a credit if an act of nature (i.e., uprooting of a tree that results in a water line break) causes above average water usage

EXCESSIVE USE:
Provides an excessive use credit to be applied when one month's usage is three or more times a customer's average usage and it is not the result of an apparent or deliberate act of the customer

The proposed amendments were developed by the Public Service Department and have been reviewed by the Village Attorney.

If approved on 1st reading, the proposed ordinance will be presented to the Council for consideration on May 12, 2016 for 2nd and final reading.

There is no direct significant fiscal impact of the proposed amendments.

John Rouse gave an explanation regarding billing the tenants vs. landlords. Once every

three years they would allow adjustments. To notify the residents the department will have the information on the water bill as well as the web site.

Mayor Smith opens the meeting up for public comment. (Three minute limit)
There were no comments from the public.

Village Attorney Torcivia read the ordinance by title. It will be considered for second reading and public hearing at the May 12th, 2016 Council meeting. Mayor Smith asked for a motion for approval, made by Vice Mayor Brinkman, seconded by Mayor Pro Tem Waller. Motion carried 4-0.

19. Ordinance No. 2016-06- Floodplain Management (First Reading)

AN ORDINANCE BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA AMENDING THE VILLAGE CODE OF ORDINANCES TO AMEND CHAPTER 1, "GENERAL PROVISIONS", SECTION 1-2, "DEFINITIONS AND RULES OF CONSTRUCTION", TO CLARIFY DEFINITIONS AS A RESULT OF FLOODPLAIN MANAGEMENT; AND AMENDING CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE II, "FLORIDA BUILDING CODE", SECTION 10-32, "TECHNICAL AMENDMENTS" TO ADOPT TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE AS A RESULT OF FLOODPLAIN MANAGEMENT REQUIREMENTS; AND REPEALING ARTICLE II "FLOOD DAMAGE PREVENTION" WITHIN CHAPTER 34, "LAND DEVELOPMENT", IN ITS ENTIRETY, AND TO ADOPT A NEW ARTICLE II "FLOODPLAIN MANAGEMENT" WITHIN CHAPTER 34, "LAND DEVELOPMENT" TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Manager Reade stated that the Land Development department is recommending an amendment to the Village Code due to recent changes to the Florida Building Code (5th Edition) pertaining to buildings and structures within flood hazard areas to ensure consistency between both documents. The proposed ordinance was developed by the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management have developed a model ordinance and is specifically designed to repeal and replace existing regulations to satisfy the National Flood Insurance Program and Florida Building Code requirements.

Following the effective date of the new Flood Insurance Rate Maps (FIRM), which is the official map of the Village on which FEMA has identified both special hazard areas and the risk premium zones within the Village; the Village will be mandated to adopt these regulations within a 6-month period. As a result, staff is bringing this ordinance forward in advance of the

federal mandate.

Note: FEMA is expecting to finalize the FIRM by September 2016 and possible insurance rate adjustments are expected to be implemented by March 2017. At this time, the Village will maintain fewer properties within a flood hazard area under the new maps; thus, significant rate increases are not expected.

The proposed ordinance has been reviewed and approved for adoption by the State.

The Land Development Board considered the proposed amendments at their April 12th meeting and recommended approval.

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

Mayor Smith opens the meeting up for public comment. (Three minute limit)
No comment from the public.

Village Attorney Torcivia read the ordinance by title. It will be considered for second reading and public hearing at the May 12th, 2016 Council meeting. Mayor Smith asked for a motion for approval, made by Vice Mayor Brinkman, seconded by Council Member Gunther. tion carried 4-0.

20. Resolution No. 2016-43 – Hours of Operation Variance (PSV16-02) to allow Chili's Restaurant to remain open until midnight on Thursday, Fridays and Saturdays.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY JJ JAMADAR, BRINKER FLORIDA, INC, AGENT FOR CHILI'S RESTAURANT, FOR A VARIANCE (PSV16-02) FROM SECTION 34-891(1) OF THE VILLAGE CODE OF ORDINANCES TO ALLOW THE HOURS OF OPERATIONS AND HOURS OF CONSTRUCTION ACTIVITY, FOR THE PROPERTY LOCATED AT 3349 S. CONGRESS AVENUE, AT PALM SPRINGS PLAZA, PALM SPRINGS, FLORIDA, TO EXTEND HOURS OF OPERATION ON THURSDAYS, FRIDAYS AND SATURDAYS FROM 11:00 PM TO 12:00 AM; AND ESTABLISHING AN EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Manager Reade stated JJ Jamadar, Brinker Florida, Inc., Agent for Chili's Restaurant, is requesting a variance (PSV16-02) from the Village Code to operate the new Chili's Restaurant one hour longer on Friday and Saturday nights. The applicant is requesting approval to deviate from Section 34-891(1), "Hours of Operation and Hours of Construction Activity", which specifies that no commercial activity shall occur before 7:00 a.m. or after 11:00 p.m. The proposed time extension variance would be consistent with other retail uses (within the surrounding area and within the Village) that maintain extended hours of operation.

Based on the surrounding characteristics and the proposed restaurant not being located adjacent to residential properties, staff does not find that the requested variance will negatively impact the area or be detrimental to the public welfare.

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

Mayor Smith opens the meeting up for public comment. (Three minute limit)

J.J. Jamadar from Chili's Restaurant was here to answer any questions and thanked the Village for all their support through the construction process. Their target date to open is the first week of July.

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion for approval, made by Mayor Pro Tem Waller, seconded by Council Member Gunther. Motion carried 4-0.

Manager Reade stated Mr. Damian Brink, agent for Neil and Janese Williams, owners and operators of Kingswood Academy, has filed the final plat mylar for the proposed new Kingswood Academy at 4137 South Congress Avenue (south of Canal 12 and west of Palm Beach State College) for final approval and authorization to record it in the public records of Palm Beach County. The proposed final plat unifies three (3) parcels.

The final plat is consistent with the approved site plan (Resolution 2015-70 - July 25, 2015) and the preliminary plat (Resolution 2016-15 - February 11, 2016), which were both previously approved by the Village Council.

The Village's Surveyor, Engenuity Group, has reviewed and determined that the proposed final plat mylar is in compliance with Chapter 177, F.S. - Platting Regulations.

There is no direct fiscal impact of the proposed plat.

21. Resolution No. 2016-44 – Final Plat – Kingswood Academy – 4137 South Congress Avenue

    A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE FINAL PLAT KINGSWOOD ACADEMY, SUBMITTED BY DAMIAN BRINK, AGENT FOR THE OWNERS AND OPERATORS, LOCATED AT 4137 SOUTH CONGRESS AVENUE; AND PROVIDING AN EFFECTIVE DATE.
    Staff: Kim Glas-Castro, Land Development Director

Mayor Smith opens the meeting up for public comment. (Three minute limit)
No comment from the public.

Village Attorney Torcivia read the resolution by title. Mayor Smith asked for a motion for approval, made by Vice Mayor Brinkman, seconded by Mayor Pro Tem Waller. Motion carried

4-0.

Mayor asked if there was anyone giving testimony and that the Clerk would swear them in.
The Clerk swore in Hector Cabrera of 348 Davis Road.

Manager Reade stated that Mr. Hector Cabrera, property owner, is requesting site plan approval for a residential planned development consisting of seven (7) single family residences. A similar site plan was previously approved in April 2008 (Resolution 2008-09) and platted (Resolution 2008-38 – May 2008); however, the site plan has expired in 2011.

As a result, Mr. Cabrera is seeking site plan approval based on the 7 previously platted lots, as he wishes to avoid replatting. The proposed residential planned development requires ten (10) waivers:

1. Minimum lot area of 5,600 s.f. in lieu of 6,500 s.f.
2. Minimum lot depth of 80' in lieu of 100'
3. Minimum front yard of 22' in lieu of 25'
4. Minimum buffer of 5' in lieu of 10' along perimeter
5. Minimum side corner setback of 15' in lieu of 25' for lot 7
6. Minimum side setback of 6' in lieu of 7.5' on the East side of lot 7
7. The presence of common area and a property owner's association to maintain the common area (each lot will be individually owned, with exception of public roadway)
8. Minimum buffer of 7.5' in lieu of 15' along Kirk Road
9. Minimum of 40' right of way in lieu of 50' for local street and "Y" turn around in lieu of circle since the site is already platted under Resolution 2008-38
10. Minimum of 1 tree every 20' along perimeter buffer

The developer is responsible for all improvements and upon completion, the public road (Tropical Way), utility lines, street lights and drainage facilities will be inspected and accepted by the Village for ongoing maintenance. A Developer's Agreement and Utility/Drainage Easement are presented for Village Council approval.

The Land Development Board considered the proposed site plan application during at its February 9th meeting and recommended conditional approval.

The construction costs of the residences should enhance property values over those assessed on the vacant lots; however, Village responsibility of the infrastructure maintenance will have a fiscal impact to the Village.

22. Resolution No. 2016-16 - Cabrera Subdivision Site Plan- Kirk Road

A RESOLUTION OF THE VILLAGE COUNCIL APPROVING/DENYING WITH CONDITIONS, THE SITE PLAN (SPR16-02) SUBMITTED BY HECTOR

CABRERA, FOR CONSTRUCTION OF SEVEN (7) SINGLE FAMILY HOMES, AS PART OF A RESIDENTIAL PLANNED DEVELOPMENT, ON INDIVIDUAL LOTS ALREADY PLATTED, AND AUTHORIZING THE MAYOR AND/OR DESIGNEE TO APPROVE AND EXECUTE A DEVELOPER'S AND UTILITY EASEMENT AGREEMENT, AS REQUIRED FOR WATER AND SANITARY SEWER SERVICES, LOCATED AT 3386 KIRK ROAD; AND ESTABLISHING EFFECTIVE DATE.
Staff: Kim Glas-Castro, Land Development Director

Mayor Smith opens the meeting up for public comment. (Three minute limit)

The Mayor and Council had several questions regarding this application. The concern was that after the ten (10) year easement who would be responsible for maintaining the fence on the property.

John Tieche of 305 Winged Foot Drive had brought up having a concrete wall installed, the idea was discussed at Land Development meetings but they agreed to have the builder be responsible for the fencing for ten (10) years.

Charles Ward of 3368 Kirk Road was concerned with the maintenance of the fencing that was to be installed.

Village Attorney Torcivia read the resolution by title and added the extra conditions to be included in the site plan approval. Mayor Smith asked for a motion for approval, made by Vice Mayor Brinkman, seconded by Mayor Pro Tem Waller. Motion carried 4-0.

ACTIONS AND REPORTS

Discussion Item - Village Maintenance Obligations vs. Property Owners Associations' Responsibilities vs. Special Assessment Districts

Manager Reade stated that the Village Code currently requires a property owners association or equivalent to be established to assume maintenance responsibility for common areas and shared improvements within all new development projects for which there will be multiple ownership interests (i.e., private lots, outparcels, etc.).

Recently, a residential housing project requested a waiver from this requirement stating that the small size of the subdivision would not support an effective homeowners association (HOA). Staff concurs that a traditional Property Owners Association (POA) would not be sustainable for this particular project, however, it has brought forth concerns that the Village may not desire to be obligated to assume long-term maintenance responsibilities (i.e., drainage, street lights, perimeter buffers, etc.) within private neighborhoods.

An alternative to a property owners association would be the implementation of a special assessment district, where the costs for shared maintenance would be paid by the benefiting

new properties. Within this structure, financial obligations would be estimated to determine a pro-rata assessment for each benefitted property owner. As a non-ad valorem assessment, the annual costs would be collected by the Tax Collector and when transferred to the Village, held in a special district fund. This fund would be drawn upon to cover ongoing maintenance costs within the district (development project). A special assessment district requires a considerable amount of initial effort to legally establish the district, however, it would avoid the issues that typically develop within a small POA/HOA.

Staff is requesting the Council's input to provide direction on the maintenance responsibilities for future development proposals.

Kim Glas-Castro, Land Development Director, is looking for advice from Council that gives direction of maintenance responsibilities for future development proposals. The Mayor and Council agreed that more information is needed to establish a policy.

John Tieche of 305 Winged Foot Drive is not in favor of overbuilding and making sure the builder has to install the roads and sidewalks.

Pamela Twiner is the Walmart neighborhood market store manager wanted to personally invite everyone to the grand opening on June 1st. She requires community involvement from her employees. The Mayor suggested a reading program that the schools have available. Ms. Twiner also mentioned that Walmart has donation monies they like to distribute to different programs in the community.

MANAGER COMMENTS

Manager Reade commented on the ninety-five (95) new employees that the new Walmart has hired. The new El Presidente Store has hired seventy (70) new employees and is expected to hire ninety (90) in total. Manager Reade welcomed Ms. Caljean and Mr. Morgan to the Village of Palm Springs. As a reminder there will be a Great American Clean-Up this Saturday from 8:00 am to 12:00 noon and a barbeque to follow and want to thank Republic for sponsoring the event. We are also having an Arbor Day Event on Friday, April 22, 2016 at the 2400 building at 10:00 am. The Police Department will be hosting movie night on Friday and Minions will be shown. The audit report has been held up due to not receiving some information.

VILLAGE COUNCIL COMMENTS

Vice Mayor Brinkman stated that the children in the schools should be required to go through bike safety training course. Council Member Gunther urged the residents to use the crosswalks and avoid jaywalking. Mayor Pro Tem Waller commented on how clean the new El Presidente store was. The Mayor made a comment of how hard it is to see pedestrians crossing at the crosswalks near the library, possibly a light could be installed there. The Mayor welcomed Mr. Gordon and Ms. Caljean and thanked Jane Worth for all her work keeping the Clerk's office running smoothly. It is also the 90th Anniversary of Green Acres, the Mayor is expecting to attend that celebration.

Joann Stanley from Republic is in the audience and wanted to say they had some issues but are working on them.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:32 p.m.

Respectfully submitted,

Susan Caljean,*CMC*
Village Clerk

_____
Mayor

NEXT REGULAR COUNCIL MEETING
May 12, 2016 AT 6:30 P.M.

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Village Manager's Office

ITEM #2: Appointment to Construction Board of Adjustment and Appeals

SUMMARY: Currently, there are multiple vacancies on the Construction Board of Appeals due to resignations/retirements.

Further, current members Sandra Lynn Player and Douglas DeVos (previously appointed as Regular Members in April 2013) have served a 3-year term that expired on April 27, 2016. Both, Ms. Player and Mr. DeVos have indicated their willingness to continue to serve and have been valuable assets to this Board.

The appointment as Regular Members, if approved, would expire on March 27, 2019.

If approved, there would be two (2) Alternate Member vacancies on the Construction Board of Adjustment and Appeals.

FISCAL IMPACT:
The proposed appointments do not have a fiscal impact to the Village.

ATTACHMENTS:
1. Application – Sandra Lynn Player
2. Application – Douglas DeVos

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT
TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: SANDRA LYNN PLAYER **HOME PHONE:** 561-968-1667

ADDRESS: 4920 CANAL DRIVE, LAKE WORTH, FL 33463

EMAIL ADDRESS: sandraplayer@bellsouth.net **CELL PHONE:** 561-309-0690

OCCUPATION: RETIRED

BUSINESS: _____ **PHONE:** _____

BUSINESS ADDRESS: _____

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE: 30 YEARS IN THE FLORIDA CONSTRUCTION INDUSTRY. INCLUDES POSTION OF SENIOR PROJECTS ADMINSTRATOR OF CONSTRUCTION FOR SCHOOL DISTRICT, BOYNTON BCH COMMMUNITY IMPROVEMENT MGR, PBC ZONING SUPERVISOR & LW CODE ENFORCEMENT OFFICER. PBSC A.S.-BLDG CONSTRUC. TECHNOLOGY

Are you a registered voter? **Yes** X **No** ____

Do you currently serve on a board? **Yes** X **No** ____

If yes, which one? CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Please indicate on which board you wish to serve. If more than one, number for preference.

__ **Library Board**
__ **Land Development Board**
__ **Leisure Services Board**
__ **Police Employees Pension Board of Trustees**
__ **General Employees' Pension Board of Trustees**
X **Construction Board of Adjustment and Appeals**
__ **Grievance Board**
__ **Lake Worth Utilities Committee**

Why are you interested in serving on this board? TO PROVIDE PROFESSIONAL EVALUATION AND REVIEW OF APPLICATIONS TO THE BOARD AND THE VILLAGE OF PALM SPRINGS.

Signature _____ **Date:** 04/12/2016

For further information call the Village Clerk at 965-4010. Fax 965-0899

VILLAGE OF PALM SPRINGS

APPLICATION FOR APPOINTMENT
TO VILLAGE COUNCIL ADVISORY BOARDS

NAME: Douglas J. DeVos **HOME PHONE:** 561-603-7036

ADDRESS: 128 Lake Anbon Dr Palm Springs, Fla.

EMAIL ADDRESS: DDeVos21@Gmail.Com **CELL PHONE:** 561-603-7036

OCCUPATION: Real Estate Broker

BUSINESS: _____ **PHONE:** _____

BUSINESS ADDRESS: _____

BRIEF DESCRIPTION OF EDUCATION/EXPERIENCE:

Certifide General Conctructon

Real Estate Broker

University of Fla. Atlantic University

Are you a registered voter? Yes ✓ No ____

Do you currently serve on a board? Yes ✓ No ____

If yes, which one? Construction Board of Adjustment & Appeals

Please indicate on which board you wish to serve. If more than one, number for preference.

- ___ Library Board
- ___ Land Development Board
- ___ Leisure Services Board
- ___ Police Employees Pension Board of Trustees
- ___ General Employees' Pension Board of Trustees
- ✓ Construction Board of Adjustment and Appeals
- ___ Grievance Board
- ___ Lake Worth Utilities Committee

Why are you interested in serving on this board? To Serve Committee

Signature _____ **Date:** 4-15-16

For further information call the Village Clerk at 965-4010. Fax 965-0899

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world and is the oldest office among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, The Village of Palm Springs wishes to recognize and extend appreciation to our Village Clerk and her Staff, as well as all Municipal Clerks, for the vital services they perform and their exemplary dedication to the communities they represent.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of May 1-7, 2016 as

"MUNICIPAL CLERKS WEEK IN PALM SPRINGS"

SEAL

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

Mayor _____

Date May 12, 2016

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Congress and President of the United States of America has designated the week of May 15 through May 21, 2016 as ***"Police Week"*** and May 15, 2016 as ***"Peace Officers Memorial Day"***; and

WHEREAS, Law Enforcement Officers are our guardians of life and property, defenders of the individual right to be free, and dedicated to the preservation of life, liberty and the pursuit of happiness; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their police department, and know that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the members of the Palm Springs Police Department play an essential role in safeguarding the rights and freedoms of the citizens and visitors to Palm Springs; and the Village of Palm Springs wishes to honor our own warriors in the war against crime for their valor, service and dedication, and for unceasingly providing a vital public service; and

WHEREAS, all citizens in this community are urged to honor and show sincere appreciation for the police officers of this Village by deed, remark and attitude and show thanks to all the police officers who make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by officers willing to sacrifice their lives, if necessary, to guard against all who would violate the law.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of **May 15 through May 21, 2016** as

"Police Week in Palm Springs"

and **May 15, 2016** as:

"Peace Officers Memorial Day in Palm Springs"

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

Mayor _____

Date May 12, 2016

SEAL

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Public Service

ITEM #5: Approve Professional Services Agreement - 1st Amendment - Terms and Fees – Keshavarz & Associates

ITEM #6: Approve Professional services Agreement - 1st Amendment - Terms and Fees – Calvin Giordano & Associates, Inc.

ITEM #7: Approve Professional Services Agreement – 1st Amendment - Terms and Fees – Engenuity Group Inc.

ITEM #8: Approve Professional Services Agreement – 1st Amendment - Terms and Fees – Eckler Engineering Inc.

SUMMARY: On December 16, 2015 the Village issued a Request for Qualifications (RFQ) for Professional Engineering, Architectural, and Surveying Consulting Services (RFQ 2016-002) in accordance with the Consultants Competitive Negotiation Act (CCNA) – *Section 287.55, Florida Statutes*. As a result, on March 10, 2016, the Village selected four (4) firms to provide design and construction management services for water, wastewater, infrastructure, facilities, general engineering services, plat and plan review services and building design/review services.

- Keshavarz & Associates
- Calvin Giordano & Associates, Inc.
- Engenuity Group, Inc.
- Eckler Engineering, Inc.

In an effort to clarify the terms and fees of the Agreement for Professional Services the Public Service Department is recommending the following amendments to each of the selected firms Agreement with the Village:

TERMS:

The term of the agreement is being proposed to be included within the Agreement and will correspond with the term that was set forth in RFQ No. 2016-002 (an incorporated into the Agreement) - an initial term of five (5) years from the date of the agreement with the option, upon approval by both parties, to renew for three (3), one year periods.

FEES:
The consultant's fee schedule is proposed to be incorporated into the Agreement as Exhibit "A".

The proposed amendments were prepared by the Village Attorney and approved by each of the consultants and were reviewed by the Public Service Director, the Finance Director and the Land Development Director.

FISCAL IMPACT:
There is no direct fiscal impact of the proposed amendments.

ATTACHMENTS:
1. Professional Consulting Services Agreement – 1st Amendment - Keshavarz & Associates
2. Professional Consulting Services Agreement – 1st Amendment - Calvin Giordano & Associates
3. Professional Consulting Services Agreement – 1st Amendment - Engenuity Group
4. Professional Consulting Services Agreement – 1st Amendment - Eckler Engineering

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engineering Services)

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment") is entered into by and between the Village of Palm Springs, a Florida municipal corporation ("Village") and _____, a Florida corporation ("Consultant").

RECITALS

WHEREAS, on or about March 24, 2016, the Village and Consultant entered an agreement for the Consultant to provide certain engineering services to the Village (the "Agreement"); and,

WHEREAS, the Request for Qualifications (RFQ No. 2016-002) set forth the term of the Agreement, five years, with three one year renewal options, which was incorporated into the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to specifically set forth the term of the agreement in the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to also specifically include the Consultant's fee schedule in the Agreement.

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

SECTION 1: Incorporation of Recitals. The foregoing Recitals are incorporated into this Amendment as true and correct statements.

SECTION 2: The Agreement is amended as follows:

The term of the Agreement shall be as set forth in RFQ No. 2016-002, which is an initial term of five (5) years from the date of the Agreement with the option, upon approval by both parties, to renew for three (3) one year periods.

The Consultant's fee schedule, attached hereto, shall be incorporated into the Agreement as Exhibit "A".

SECTION 3: Entirety of Agreement. The Village and the Consultant agree that this Amendment and the Agreement set 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 Amendment or the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4: Effect of Amendment. All terms and conditions of the Agreement remain in full force and effect except as amended by this Amendment. To the extent that there exists a conflict between this Amendment and the Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement as of the day and year set forth below by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date: _____

ATTEST:

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Consultant: KESHAVARZ & ASSOCIATES, INC.

By: _____

Print Name: Maziar Keshavarz, P.E.

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of MAY, 2016, by Maziar Keshavarz as President of Keshavarz & Assoc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

_____
Notary Public

DEBORAH L. FULGENZI
MY COMMISSION # FF 075840
EXPIRES: January 28, 2018
Bonded Thru Budget Notary Services

DEBORAH L. FULGENZI
MY COMMISSION # FF 012040
EXPIRES: January 29, 2018
Bonded Thru Notary Public Underwriters

KESHAVARZ & ASSOCIATES

Exhibit 'A'

Fee Schedule
Village of Palm Springs
Effective March 2016

Principal Engineer (P.E.) / Principal Surveyor (P.S.M.)	$200.00 per hour
Senior Project Manager (P.E.) / Senior Surveyor (P.S.M.)	$175.00 per hour
Project Manager (P.E.)	155.00 per hour
Engineer (P.E.) / Surveyor (P.S.M.)	140.00 per hour
Engineer (E.I.T.) / Surveyor (L.S.I.T.)	110.00 per hour
Senior Field Representative	115.00 per hour
Field Representative	85.00 per hour
Survey Crew (including equipment and vehicle)	150.00 per hour
Autocadd Designer / Drafter	85.00 per hour
Regulatory Agency Liaison	85.00 per hour
Administrative Assistant	75.00 per hour

Sub-consultant's services utilized during the course of certain projects shall be charged as a pass-through to the Client with a 15% mark up on the services provided for contract administration and coordination

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engineering Services)

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment") is entered into by and between the Village of Palm Springs, a Florida municipal corporation ("Village") and _____, a Florida corporation ("Consultant").

RECITALS

WHEREAS, on or about March 24, 2016, the Village and Consultant entered an agreement for the Consultant to provide certain engineering services to the Village (the "Agreement"); and,

WHEREAS, the Request for Qualifications (RFQ No. 2016-002) set forth the term of the Agreement, five years, with three one year renewal options, which was incorporated into the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to specifically set forth the term of the agreement in the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to also specifically include the Consultant's fee schedule in the Agreement.

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

SECTION 1: Incorporation of Recitals. The foregoing Recitals are incorporated into this Amendment as true and correct statements.

SECTION 2: The Agreement is amended as follows:

The term of the Agreement shall be as set forth in RFQ No. 2016-002, which is an initial term of five (5) years from the date of the Agreement with the option, upon approval by both parties, to renew for three (3) one year periods.

The Consultant's fee schedule, attached hereto, shall be incorporated into the Agreement as Exhibit "A".

SECTION 3: Entirety of Agreement. The Village and the Consultant agree that this Amendment and the Agreement set 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 Amendment or the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4: Effect of Amendment**.** All terms and conditions of the Agreement remain in full force and effect except as amended by this Amendment. To the extent that there exists a conflict between this Amendment and the Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement as of the day and year set forth below by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date: _____

ATTEST:

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Consultant:

By: _____

[Corporate Seal]

Print Name: DENNIS GIORDANO

Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4TH day of MAY, 2016, by DENNIS GIORDANO, as PRESIDENT of CALVIN, GIORDANO & ASSOC. INC., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

DAWN HOPKINS
Notary Public · State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

_____
Notary Public

"EXHIBIT A"

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00
ENGINEERING	
Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00
GOVERNMENTAL SERVICES	
Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00
SURVEYING	
Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT	
Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00
INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	125.00
Environmental Scientist	100.00
CONSTRUCTION	
Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00
EMERGENCY MANAGEMENT	
Director	145.00
Planner	105.00
Assistant Planner	90.00
PLANNING	
Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Assistant Planner	90.00
EXPERT WITNESS	
Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at no markup. Subconsultants will be billed at 5% markup.

Effective October 1, 2014

Building Code Services
Coastal Engineering
Code Enforcement
Construction Engineering and Inspection
Construction Services
Contract Government
Data Technologies and Development
Emergency Management Services
Engineering
Environmental Services
Facilities Management
Indoor Air Quality
Landscape Architecture
Municipal Engineering
Planning
Public Administration
Redevelopment and Urban Design
Surveying and Mapping
Traffic Engineering
Transportation Planning

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engineering Services)

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment") is entered into by and between the Village of Palm Springs, a Florida municipal corporation ("Village") and _____, a Florida corporation ("Consultant").

RECITALS

WHEREAS, on or about March 24, 2016, the Village and Consultant entered an agreement for the Consultant to provide certain engineering services to the Village (the "Agreement"); and,

WHEREAS, the Request for Qualifications (RFQ No. 2016-002) set forth the term of the Agreement, five years, with three one year renewal options, which was incorporated into the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to specifically set forth the term of the agreement in the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to also specifically include the Consultant's fee schedule in the Agreement.

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

SECTION 1: Incorporation of Recitals. The foregoing Recitals are incorporated into this Amendment as true and correct statements.

SECTION 2: The Agreement is amended as follows:

The term of the Agreement shall be as set forth in RFQ No. 2016-002, which is an initial term of five (5) years from the date of the Agreement with the option, upon approval by both parties, to renew for three (3) one year periods.

The Consultant's fee schedule, attached hereto, shall be incorporated into the Agreement as Exhibit "A".

SECTION 3: Entirety of Agreement. The Village and the Consultant agree that this Amendment and the Agreement set 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 Amendment or the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4: Effect of Amendment. All terms and conditions of the Agreement remain in full force and effect except as amended by this Amendment. To the extent that there exists a conflict between this Amendment and the Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement as of the day and year set forth below by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date:_____

ATTEST:

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Consultant:

[Corporate Seal]

By: _____

Print Name: C. Andre Rayman, P.S.M.

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of May, 2016, by C. Andre Rayman, as President of Engenuity Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

KATELIN T. VALLIERE
MY COMMISSION # FF 903423
EXPIRES: July 26, 2019
Bonded Thru Notary Public Underwriters

_____
Notary Public

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.

"EXHIBIT A"

PALM SPRINGS 2016 - 2017 FEE SCHEDULE	
EMPLOYEE TITLE	**HOURLY FEES**
PRESIDENT	$204.00
SR. CORPORATE OFFICER	$192.00
EXPERT WITNESS	$229.00
DEPARTMENT DIRECTOR	$178.00
SR. PROJECT MANAGER	$156.00
PROJECT MANAGER	$144.00
PROJECT ENGINEER	$114.00
SR .PROJECT LAND SURVEYOR	$122.00
PROJECT LAND SURVEYOR	$108.00
SR. FIELD REPRESENTATIVE	$112.00
FIELD REPRESENTATIVE	$90.00
SR. AUTOCAD/GIS TECH	$112.00
AUTOCAD/GIS TECH	$99.00
SR. TECHNICIAN	$89.00
TECHNICIAN	$79.00
3 PERSON SURVEY CREW	$156.00
2 PERSON SURVEY CREW	$131.00
SR. ADMIN. ASSISTANT	$71.00
ADMINISTRATIVE ASSISTANT	$66.00
CLERICAL	$48.00
COURIER	$48.00
Engenuity Group, Inc. does not charge a 'Mark-Up' for sub-consultant services	

1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engineering Services)

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment") is entered into by and between the Village of Palm Springs, a Florida municipal corporation ("Village") and Eckler Engineering, Inc., a Florida corporation ("Consultant").

RECITALS

WHEREAS, on or about March 24, 2016, the Village and Consultant entered an agreement for the Consultant to provide certain engineering services to the Village (the "Agreement"); and,

WHEREAS, the Request for Qualifications (RFQ No. 2016-002) set forth the term of the Agreement, five years, with three one year renewal options, which was incorporated into the Agreement; and,

WHEREAS, the Consultant and Village desire to amend the Agreement to specifically set forth the term of the agreement in the Agreement; and,

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IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Professional Services Agreement as of the day and year set forth below by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

Date:_____

ATTEST:

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Consultant:

By: _____

[Corporate Seal]

Print Name: Donald A. Eckler

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of May, 2016, by Donald A. Eckler, as President of Eckler Engineering, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me.

LINDA C. FRACASSO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE876296
Expires 5/1/2017

_____
Notary Public

"EXHIBIT A"

Village of Palm Springs
Eckler Engineering, Inc. Fee Schedule/Hourly Rates - 2016

Personnel Category	Hourly Rate
Principal	$205.00
Engineer 8	$195.00
Engineer 7	$175.00
Engineer 6	$154.00
Engineer 5	$137.00
Engineer 4	$123.00
Engineer 3	$107.00
Engineer 2	$97.00
Engineer 1	$91.00
Technician 4	$121.00
Technician 3	$110.00
Technician 2	$92.00
Technician 1	$78.00
On Site Inspector	$102.00
Secretary	$78.00

Revisions, where applicable, to these hourly rates will be based on the Consumer Price Index (CPI) for the following year.

Reimbursable Expenses:

Subconsultant(s) - Cost
Mileage - Per mile at current IRS rate
Postage, Reproduction Expenses - Cost
Travel, Meals (overnight trips) - Cost

1st Amendment 5-3-16

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Land Development

ITEM #9: Approve Task Order #EN-100 - Professional Engineering Services - Development Review – Engenuity Group

ITEM #10: Approve Task Order #KE-100 - Professional Engineering Services - Development Review – Keshavarz Associates

ITEM #11: Approve Task Order #CA-100 - Professional Engineering Services - Development Review – Calvin Giordano Associates

SUMMARY: The Land Development Department is requesting approval of three (3) task orders that would enable recently selected professional services firms to provide the Village with development review services (i.e., site plan review, utility/civil plan review, and plat review). Development review is conducted on an "as needed" basis as applications are processed by the Department.

If approved, the Village would be billed on an hourly basis for all development review services pursuant to the approved Agreement for Professional Services. These costs are generally recouped by the Village through application fees and cost recovery fees borne by each applicant.

Note: The proposed firms, Engenuity Group, Keshavarz Associates and Calvin Giordano were approved to provide professional services during the March 10th Village Council Meeting following an RFQ process and recommendation by an evaluation committee.

Fiscal Impact:
Funds for development review services have been budgeted under Professional Fees within Land Development Department's FY 2016 Budget – General Fund.

Attachments:
1. Proposed Task Order #EN-100 - Engenuity Group
2. Proposed Task Order #KE-100 - Keshavarz Associates
3. Proposed Task Order #CA-100 - Calvin Giordano

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE TASK ORDER

DATE:_____

TASK ORDER NO. EN-100 FOR CONSULTING SERVICES

VILLAGE RFQ. NO. 2016-002 G/L CODE: 01224-53100

VILLAGE PROJECT NO. N/A **ENGENUITY GROUP** PROJECT NO. 6001.04

PROJECT TITLE Development Review – Professional Engineering Consulting Services

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 10, 2016 approved via Resolution 2016-25, as may be amended.

SCOPE OF SERVICES

ENGINEER will provide the Village with professional engineering services for review of site development plans, subdivisions plans, plat, utility/civil plans, land development permits, and related matters.

Special review or report preparation, such as traffic studies, drainage studies, etc. shall be authorized under separate Task Orders for each project.

AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Agreement for Professional Services dated March 10, 2016 by and between the Village of Palm Springs ("VILLAGE") and Engenuity Group, Inc. ("ENGINEER"), as may be amended, attached as Exhibit "A". Compensation shall not exceed the hourly rates currently in effect under this Agreement.

DURATION

This Task Order is effective for Fiscal Year 2015-16, and shall terminate on September 30, 2016. A subsequent Task Order shall be required for the new fiscal year commencing October 1, 2016.

ENGENUITY GROUP, INC.

By: _____

Print Name: C. Andre Rayman, PSM

Title: President

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE TASK ORDER

DATE:_____

TASK ORDER NO.___KE-100_____ FOR CONSULTING SERVICES

VILLAGE RFQ. NO. _2016-002_____ G/L CODE:_01224-53100_____

VILLAGE PROJECT NO._N/A__ **KESHAVARZ & ASSOCIATES** PROJECT NO. _____

PROJECT TITLE Development Review – Professional Engineering Consulting Services

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 24, 2016 approved via Resolution 2016-25, as may be amended.

SCOPE OF SERVICES

ENGINEER will provide the Village with professional engineering services for review of site development plans, subdivisions plans, plat, utility/civil plans, land development permits, and related matters.

Special review or report preparation, such as traffic studies, drainage studies, etc. shall be authorized under separate Task Orders for each project.

AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Agreement for Professional Services dated March 24, 2016 by and between the Village of Palm Springs ("VILLAGE") and Keshavarz & Associates, Inc. ("ENGINEER"), as may be amended, attached as Exhibit "A". Compensation shall not exceed the hourly rates currently in effect under this Agreement.

DURATION

This Task Order is effective for Fiscal Year 2015-16, and shall terminate on September 30, 2016. A subsequent Task Order shall be required for the new fiscal year commencing October 1, 2016.

KESHAVARZ & ASSOCIATES, INC.

By: _____

Print Name: M. KESHAVARZ. P.E.

Title: PRESIDENT

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

Task Order No. KE-100

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE TASK ORDER

DATE:_____

TASK ORDER NO. CA-100 FOR CONSULTING SERVICES

VILLAGE RFQ. NO. 2016-002 G/L CODE: 01224-53100

VILLAGE PROJECT NO. N/A **CALVIN GIORDANO** PROJECT NO. _____

PROJECT TITLE Development Review – Professional Engineering Consulting Services

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated March 10, 2016 approved via Resolution 2016-25, as may be amended.

SCOPE OF SERVICES

ENGINEER will provide the Village with professional engineering services for review of site development plans, subdivisions plans, plat, utility/civil plans, land development permits, and related matters.

Special review or report preparation, such as traffic studies, drainage studies, etc. shall be authorized under separate Task Orders for each project.

AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Agreement for Professional Services dated March 10, 2016 by and between the Village of Palm Springs ("VILLAGE") and Calvin Giordano & Associates, Inc. ("ENGINEER"), as may be amended, attached as Exhibit "A". Compensation shall not exceed the hourly rates currently in effect under this Agreement.

DURATION

This Task Order is effective for Fiscal Year 2015-16, and shall terminate on September 30, 2016. A subsequent Task Order shall be required for the new fiscal year commencing October 1, 2016.

CALVIN GIORDANO & ASSOCIATES, INC.

By: _____

Print Name: DENNIS GIORDANO

Title: PRESIDENT

VILLAGE OF PALM SPRINGS

By: _____
Bev Smith, Mayor

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

Task Order No. __CA-100____

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Public Services

ITEM #12: Approve Wastewater Gravity Lines & Manhole Rehabilitation Construction Services Agreement – Piggyback - 1st Amendment (Renewal) – Public Service Department (FY 2016 Budget Funded)

SUMMARY: The Public Service Department, throughout the year, has a need to line (or repair) our wastewater collection pipes throughout the Village and our utility service area due to cracks and leaks within the existing clay and/or PVC piping as well as to make various sewer manhole repairs. To ensure the lowest possible price, staff is recommending that the Village extend our existing piggyback agreement (off the current Palm Beach County award) with Lanzo Trenchless Technologies, Inc. – South. The original selection by the County was completed through a competitive selection process - Wastewater Gravity Lines & Manhole Rehabilitation Continuing Contract (WUD Project No. 12-063B) – on April 15, 2014.

If approved, the Village would accept Lanzo Trenchless Technologies, Inc.'s – South pricing by amending (renewing) our existing agreement and continuing to piggyback the County's extended contract including all terms, conditions and pricing therein. The term of the proposed renewal contract is set to expire on April 14, 2017.

Note: The proposed piggyback contract amendment (renewal) would provide the same pricing that the Village is receiving currently.

As cited under the Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or form any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village has received excellent service and a quality product from this vendor.

FISCAL IMPACT:
Funds to support purchases under this proposed agreement are available as Improvements Other Than Buildings within the FY 2016 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed 1st Amendment to (Piggyback) Agreement - Lanzo Trenchless Technologies, Inc. – South
2. Contract Renewal - Palm Beach County [Project Number WUD 12-063(b)]
3. Approval to Piggyback Letter – Lanzo Trenchless Technologies,Inc. – South
4. Lanzo Trenchless Technologies, Inc. - South Bid Pricing

Note: All original bid documents provided during the June 11, 2015 Council Meeting authorizing the initial piggyback agreement with Lanzo Trenchless Technologies Inc.-South [Palm Beach County - Wastewater Gravity Lines & Manhole Rehabilitation Continuing Contract [WUD Project No. 12-063(b)] are available at the Village Clerk's Office.

LANZO TRENCHLESS TECHNOLOGIES SOUTH

Delivering innovative trenchless technology solutions to rehabilitate the world's diverse infrastructure

April 8, 2016

John Rouse
Assistant Public Services Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Subject: Piggyback of our Continuing Contract for Wastewater Gravity Line & Manhole Rehabilitation
Project No. WUD 12-063 (B) / Palm Beach County

Dear Mr. Rouse;

Please accept this as our agreement to the Village of Palm Springs for the piggybacking of competitively Bid units on the above listed contract for use on future Work Issuances at the discretion of your Authority. All terms and conditions of this contract will apply while a separate Insurance Document listing Palm Springs as "additionally insured" to be maintained in accordance with your Municipal requirements.

Thank you for your kind consideration of Lanzo Trenchless Technologies.

Respectfully submitted;

Fred Tingberg

Fred Tingberg Jr, assistant secretary

CC: Angelo D'Alessandro
Michael Ventrella
James Tilli

125 SE 5TH Court Deerfield Beach FL 33441-4749 Phone (954) 973-9700 Fax (954) 974-3894
www.lanzo.net

Agenda Item #3K-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

PT/HV 7-0
R 2016-0369

Meeting Date:	**March 22, 2016**	**Consent [X]**	**Regular [ ]**
		Public Hearing [ ]	
Department:	**Water Utilities Department**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the Water Utilities Department (WUD) Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation with Lanzo Lining Services, Inc. Florida d/b/a Lanzo Trenchless Technologies, Inc.-South, renewing the contract for a 12 month period.

Summary: On April 15, 2014, the Board of County Commissioners (BCC) approved the Water Utilities Department Pipeline Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation (Contract) with Lanzo Lining Services, Inc. Florida d/b/a Lanzo Trenchless Technologies, Inc.-South (Contractor) in the amount of $2,632,238.75 (R2014-0521). The Contract provides for the installation of wastewater pipeline liners and repairs that are identified as part of a project or for any wastewater emergency throughout the WUD service area. Amendment No. 2 to the Contract provides for a 12-month contract renewal through April 15, 2017. There are no unit price increases for labor and materials contained in the Amendment. The Contract does not guarantee or authorize the Contractor to perform any work. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The Contract provides for SBE participation of 16.49% overall. As of January 11, 2016, the Contractor has incurred a total amount in Work Authorizations of $107,575 with 0% in SBE participation. The scope of work assigned so far has not allowed the Contractor the opportunity to use their SBE subcontractors. As WUD has only assigned 4.09% of the total amount of the Contract to the Contractor, staff anticipates that future work assignments will allow the Contractor to utilize their SBE subcontractors to meet the SBE requirements of the Contract. Lanzo Lining Services, Inc. Florida d/b/a Lanzo Trenchless Technologies South is not a Palm Beach County company. (WUD Project No. 12-063B) Countywide (MJ)

Background and Justification: There is a significant need to reduce inflow and infiltration of groundwater in the gravity sewer system throughout the County's service area. This continuing construction contract will facilitate the completion of much needed rehabilitation work and reduce the response time for corrective action/repairs for any wastewater emergency projects.

Attachments:

1. Location Map
2. Two (2) Original Amendment No. 2

Recommended By: _____ 2-23-16
Department Director **Date**

Approved By: _____ 3-7-16
Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County CCRT	0	0	0	0	0
NET FISCAL IMPACT	0 (*)See Below	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit W031 Object 6547

Is Item Included in Current Budget? Yes____ No X(*)

(*) Amounts are not encumbered until work authorizations are issued.

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* The source of funds will depend on the nature of each specific Work Authorization. Work Authorizations specific to the WUD will be funded for each project by WUD user fees, connection fees and balances brought forward.

C. Department Fiscal Review: Debra Morant

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

2/19/16 OFMB

3/2/16 Contract Development and Control

B. Legal Sufficiency:

3/4/16
Assistant County Attorney

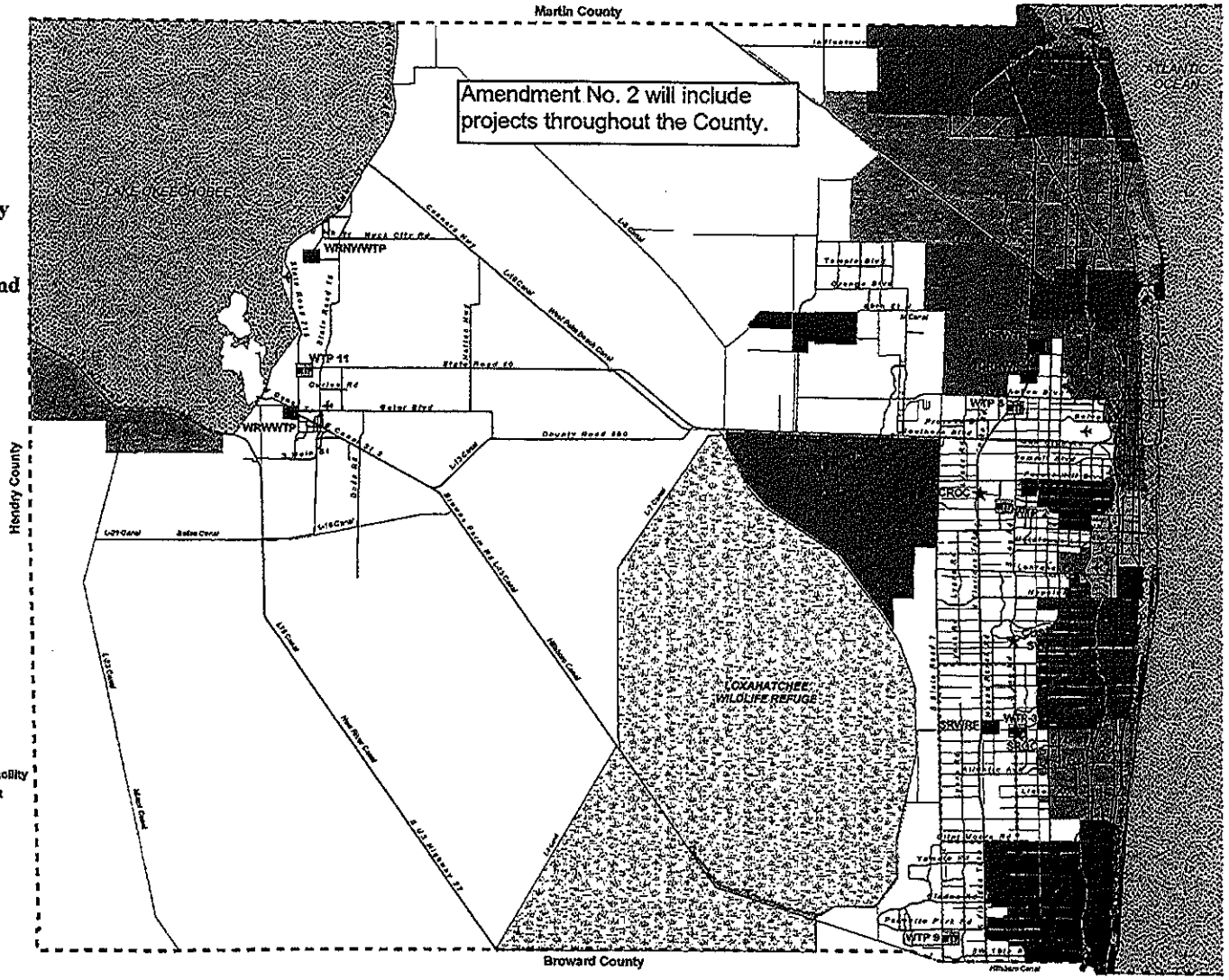
C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Palm Beach County Water Utilities Department Service Area (SA) and Major Facilities

Attachment 1



Legend

- ★ Administration
- Water Treatment Plant
- Reclamation Facility
- Wastewater Reclamation Facility
- Wastewater Treatment Plant
- Mandatory Reclaimed SA
- Palm Beach County Limits
- P.B.C.W.U.D. Service Area

NOT TO SCALE

R2016-0369

AMENDMENT No 2 TO CONTRACT WITH LANZO TRENCHLESS TECHNOLOGIES, INC. - SOUTH WASTEWATER GRAVITY LINES & MANHOLE REHABILITATION CONTINUING CONTRACT

This Amendment No. 2 dated MAR 2 2 2016 to the Contract (R2014-0521) Dated April 15, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and **Lanzo Trenchless Technologies, Inc. - South** a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

Continuing Contract For
Wastewater Gravity Lines & Manholes Rehabilitation
Contract No: WUD 12-063B;

And WHEREAS, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract as set forth in Supplemental General Conditions Section 4, Article 3 is renewed for one (1) additional year to April 14, 2017.
2. Change CONTRACTOR name from Lanzo Lining Services Inc. – Florida d/b/a Lanzo Trenchless Technologies – South to the appropriate name of Lanzo Trenchless Technologies, Inc. – South.
3. Except as specifically modified above, the terms and conditions of the

Contract are hereby confirmed and remain in full force and effect.

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

R 2016 0369 MAR 2 2 2016

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

_____
Jim Stiles, Director
Water Utilities Department

'CONTRACTOR'

By: Lanzo Trenchless Technologies, Inc. - South

_____
(witness signature)

a Florida corporation
(insert state of corporation)

Bill Scheets
(witness name printed)

By: _____
(signatory)

_____
(witness signature)

Kevin Pawlowski
(print signatory's name)

Ashleigh Olmstead
(witness name printed)

By: Assistant Secretary
(print title)

February 26th, 2016
(date of execution)

(Corporate Seal)

125 SE 5th Ct.
(Contractor's Official Address)

Deerfield Beach, FL 33441
(Contractor's City, State, Zip Code)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2016

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

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

PRODUCER
Guy Hurley, LLC
1080 Kirts Blvd., Suite 500
Troy MI 48084

CONTACT NAME: Mary Ellen Krakauer
PHONE (A/C, No, Ext): (248) 519-1430 FAX (A/C, No): (248) 519-1401
E-MAIL ADDRESS: mkrakauer@ghbh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Ins Co A XI	23396
INSURER B: Amerisure Insurance Co A XI	19488
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Lanzo Trenchless Technologies, Inc - South
125 S.E. 5th Court
Deerfield Beach FL 33441

COVERAGES CERTIFICATE NUMBER: 15-16 South w/o Poll REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		CPP2081136	12/31/2015	12/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CA2080594	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CU2080595	12/31/2015	12/31/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2080596	12/31/2015	12/31/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			CPP2081136	12/31/2015	12/31/2016	Leased/Rented Equipment	$640,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: LL698 / PO 00000138-00. Village of Palm Springs, Piggy back PBC WUD 12-063. Village of Palm Springs is an Additional Insured for General Liability when required by written contract.

CERTIFICATE HOLDER

msnook@vpsfl.org

Village of Palm Springs
Attn: Mike D. Snook
226 Cypress Lane
Palm Springs, FL 33461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul Hurley/TOPIE

SCHEDULE OF BID PRICES

Project No.: WUD 12-063
Project Name: Continuing Contract For Wastewater Gravity Lines & Manhole Rehabilitation

Bid Item No.	Item	Quantity	Units	Unit Price	Total
1	Point Repair (open trench), 4" through 8" Gravity Pipe (up to 5.9' deep)	200	L.F.	$200.00	$40,000.00
2	Point Repair (open trench), 4" through 8" Gravity Pipe (6' to 7.9' deep)	200	L.F.	$250.00	$50,000.00
3	Point Repair (open trench), 4" through 8" Gravity Pipe (8' to 9.9' deep)	150	L.F.	$300.00	$45,000.00
4	Point Repair (open trench), 4" through 8" Gravity Pipe (10' to 11.9' deep)	75	L.F.	$400.00	$30,000.00
5	Point Repair (open trench), 4" through 8" Gravity Pipe (12' to 13.9' deep)	75	L.F.	$500.00	$37,500.00
6	Point Repair (open trench), 4" through 8" Gravity Pipe (14' to 16' deep)	75	L.F.	$600.00	$45,000.00
7	Point Repair (open trench), 10" through 12" Gravity Pipe (up to 5.9' deep)	200	L.F.	$250.00	$50,000.00
8	Point Repair (open trench), 10" through 12" Gravity Pipe (6' to 7.9' deep)	200	L.F.	$300.00	$60,000.00
9	Point Repair (open trench), 10" through 12" Gravity Pipe (8' to 9.9' deep)	150	L.F.	$400.00	$60,000.00
10	Point Repair (open trench), 10" through 12" Gravity Pipe (10' to 11.9' deep)	75	L.F.	$450.00	$33,750.00
11	Point Repair (open trench), 10" through 12" Gravity Pipe (12' to 13.9' deep)	75	L.F.	$550.00	$41,250.00
12	Point Repair (open trench), 10" through 12" Gravity Pipe (14' to 16' deep)	75	L.F.	$650.00	$48,750.00
13	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (up to 5.9' deep)	75	L.F.	$70.00	$5,250.00
14	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (up to 5.9' deep)	75	L.F.	$200.00	$15,000.00
15	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (6' to 7.9' deep)	25	L.F.	$230.00	$5,750.00
16	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (6' to 7.9' deep)	25	L.F.	$280.00	$7,000.00
17	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (8' to 9.9' deep)	20	L.F.	$330.00	$6,600.00
18	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (8' to 9.9' deep)	20	L.F.	$380.00	$7,600.00
19	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (10' to 11.9' deep)	20	L.F.	$360.00	$7,200.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
20	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (10' to 11.9' deep)	20	L.F.	$400.00	$8,000.00
21	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (12' to 13.9' deep)	20	L.F.	$390.00	$7,800.00
22	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (12' to 13.9' deep)	20	L.F.	$450.00	$9,000.00
23	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (14' to 16' deep)	20	L.F.	$415.00	$8,300.00
24	Double Lateral Replacement with Cleanout Installation (Removal and Installation) (14' to 16' deep)	20	L.F.	$480.00	$9,600.00
25	Replacement/Repair (open trench up to 20' pipe section), 4" to 8" Force Main (3' to 8' deep)	3	Each	$10,000.00	$30,000.00
26	Replacement/Repair (open trench up to 20' pipe section), 10" to 16" Force Main (3' to 8' deep)	3	Each	$14,000.00	$42,000.00
27	Replacement/Repair (open trench up to 20' pipe section), 18" to 24" Force Main (3' to 8' deep)	3	Each	$20,000.00	$60,000.00
28	Gravity Sewer Main Cleaning and TV Inspection (6" through 12" Pipe)	10000	L.F.	$1.50	$15,000.00
29	Gravity Sewer Main Cleaning and TV Inspection (15" through 30" Pipe)	1000	L.F.	$5.00	$5,000.00
30	Gravity Sewer Lateral (4" through 8") Cleaning and TV Inspection from Main (up to 30')	200	Each	$125.00	$25,000.00
31	Gravity Sewer Lateral (4" through 8") Cleaning and TV Inspection from Main (greater than 30')	10000	L.F.	$0.20	$2,000.00
32	Mechanical Root and/or Grease Removal (12" pipe or smaller)	1000	L.F.	$4.00	$4,000.00
33	Mechanical Root and/or Grease Removal (15" to 30" pipe)	1000	L.F.	$8.25	$8,250.00
34	Mechanical Tuberculation/Concrete Removal 12" pipe or smaller)	750	L.F.	$15.00	$11,250.00
35	Internal (through Pipe) Removal of Protruding Service Connection	20	Each	$275.00	$5,500.00
36	Exploratory Excavation in Grass or Non-paved Area (up to 5' deep)	20	Each	$700.00	$14,000.00
37	Exploratory Excavation in Asphalt or Concrete Area (up to 5' deep)	10	Each	$1,300.00	$13,000.00
38	Exploratory Excavation in Grass or Non-paved Area (greater than 5' deep)	50	V.F.	$100.00	$5,000.00
39	Exploratory Excavation in Asphalt or Concrete Area (greater than 5' deep)	50	V.F.	$100.00	$5,000.00
40	Bypass pumping 4" through 10" Force Main	10	Day	$600.00	$6,000.00
41	Bypass pumping 12" through 16" Force Main	10	Day	$1,900.00	$19,000.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
42	Bypass pumping 18" through 30" Force Main	10	Day	$2,500.00	$25,000.00
43	Cleanout installation (open trench) in grass area (up to 5' deep)	200	Each	$500.00	$100,000.00
44	Cleanout Installation (open trench) in asphalt area (up to 5' deep)	75	Each	$1,000.00	$75,000.00
45	Cleanout Installation (open trench) in concrete area (up to 5' deep)	25	Each	$1,000.00	$25,000.00
46	Cleanout Installation (for grass, asphalt or concrete surfaces) per V.F. beyond 5' in depth	50	V.F.	$100.00	$5,000.00
47	Install CIPP or FFP *(CIRCLE ONE)* Liner for 6" Gravity Sewer Main (up to 8' deep)	200	L.F.	$35.00	$7,000.00
48	Install CIPP or FFP *(CIRCLE ONE)* Liner for 8" Gravity Sewer Main (up to 7.9')	6,000	L.F.	$26.00	$156,000.00
49	Install CIPP or FFP *(CIRCLE ONE)* Liner for 8" Gravity Sewer Main (8' to 11.9' deep)	6,000	L.F.	$26.00	$156,000.00
50	Install CIPP or FFP *(CIRCLE ONE)* Liner for 8" Gravity Sewer Main (12' to 16' deep)	250	L.F.	$26.00	$6,500.00
51	Install CIPP or FFP *(CIRCLE ONE)* Liner for 10" Gravity Sewer Main (up to 7.9')	200	L.F.	$27.00	$5,400.00
52	Install CIPP or FFP *(CIRCLE ONE)* Liner for 10" Gravity Sewer Main (8' to 11.9' deep)	200	L.F.	$28.00	$5,600.00
53	Install CIPP or FFP *(CIRCLE ONE)* Liner for 10" Gravity Sewer Main (12' to 16' deep)	100	L.F.	$28.00	$2,800.00
54	Install CIPP or FFP *(CIRCLE ONE)* Liner for 12" Gravity Sewer Main (up to 7.9')	200	L.F.	$32.00	$6,400.00
55	Install CIPP or FFP *(CIRCLE ONE)* Liner for 12" Gravity Sewer Main (8' to 11.9' deep)	100	L.F.	$32.00	$3,200.00
56	Install CIPP or FFP *(CIRCLE ONE)* Liner for 12" Gravity Sewer Main (12' to 16' deep)	100	L.F.	$35.00	$3,500.00
57	Install CIPP or FFP *(CIRCLE ONE)* Liner for 15" Gravity Sewer Main (up to 7.9')	200	L.F.	$43.00	$8,600.00
58	Install CIPP or FFP *(CIRCLE ONE)* Liner for 15" Gravity Sewer Main (8' to 11.9' deep)	100	L.F.	$43.00	$4,300.00
59	Install CIPP or FFP *(CIRCLE ONE)* Liner for 15" Gravity Sewer Main (12' to 16' deep)	100	L.F.	$43.00	$4,300.00
60	Sewer Lateral grouting in preparation for lining (max. up to 10' long)	200	Each	$255.00	$51,000.00
61	Install T-liner in 6" to 12" Sewer Mains with 4" to 6" Sewer Laterals (include 25' of lateral at all depths)	20	Each	$2,500.00	$50,000.00
62	Install CIPP or FFP *(CIRCLE ONE)* liner in 4" to 6" laterals at all depths (25' of lateral)	25	Each	$2,200.00	$55,000.00
63	Install CIPP or FFP *(CIRCLE ONE)* liner in 4" to 6" laterals at all depths (per L.F. beyond 25' of lateral length)	100	L.F.	$45.00	$4,500.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
64	Install CIPP or FFP *(CIRCLE ONE)* mainline/lateral connection interface seal in any size main with 4" to 6" laterals, all depths	25	Each	$2,000.00	$50,000.00
65	8"x6" PVC Tee or Wye with Coupling	25	Each	$1,000.00	$25,000.00
66	10"x6" PVC Tee or Wye with Coupling	25	Each	$1,500.00	$37,500.00
67	12"x6" PVC Tee or Wye with Coupling	25	Each	$2,000.00	$50,000.00
68	Seal visible infiltration through manhole walls, bench and invert (brick manhole)	10	Each	$661.50	$6,615.00
69	Seal visible infiltration through manhole walls, bench and invert (concrete manhole)	10	Each	$601.65	$6,016.50
70	Repair Sewer Manhole bench and invert	15	Each	$464.10	$6,961.50
71	Replace Sewer Manhole bench and invert	15	Each	$704.55	$10,568.25
72	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole	100	SQ. FT.	$23.10	$2,310.00
73	Replace Sewer Manhole Ring & Covers (in street pavement)	35	Each	$2,157.75	$75,521.25
74	Replace Sewer Manhole Ring & Covers (in non-paved area)	35	Each	$1,554.00	$54,390.00
75	Install Sewer Manhole Inflow Protectors	125	Each	$185.85	$23,231.25
76	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 4' to 5.9' feet deep)	2	Each	$5,500.00	$11,000.00
77	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 6' to 7.9' feet deep)	2	Each	$6,200.00	$12,400.00
78	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 8' to 9.9' feet deep)	1	Each	$7,300.00	$7,300.00
79	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 10' to 11.9' feet deep)	1	Each	$9,000.00	$9,000.00
80	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 12' to 13.9' feet deep)	1	Each	$12,000.00	$12,000.00
81	Install New Standard Precast Concrete Sewer Manhole (4-ft Diam. 14' to 16' feet deep)	1	Each	$13,000.00	$13,000.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
82	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 4' to 5.9' feet deep)	1	Each	$6,500.00	$6,500.00
83	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 6' to 7.9' feet deep)	1	Each	$7,400.00	$7,400.00
84	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 8' to 9.9' feet deep)	1	Each	$8,600.00	$8,600.00
85	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 10' to 11.9' feet deep)	1	Each	$9,800.00	$9,800.00
86	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 12' to 13.9' feet deep)	1	Each	$11,000.00	$11,000.00
87	Install New Drop Connection Precast Concrete Sewer Manhole (4-ft Diam. 14' to 16' feet deep)	1	Each	$13,000.00	$13,000.00
88	Install 6" through 12" PVC Drop Pipe For Manholes (for all depths)	5	Each	$2,000.00	$10,000.00
89	Demolition/Removal & Disposal Existing Sewer Manhole	1	Each	$1,000.00	$1,000.00
90	Install Coating to Sewer Manhole (4-ft Diam. Existing Brick Manhole)	100	V.F.	$253.05	$25,305.00
91	Install Coating to Sewer Manhole (4-ft Diam. Existing Precast Concrete Manhole)	100	V.F.	$235.20	$23,520.00
92	Install Thermo-Plastic Cast-In Liner to Sewer Manhole (4-ft Diam. Existing Precast Concrete Manhole)	50	V.F.	$735.00	$36,750.00
93	Asphalt Driveway Replacement (Restoration)	550	SQ. YD.	$45.00	$24,750.00
94	Concrete Driveway Replacement (Restoration)	200	SQ. YD.	$45.15	$9,030.00
95	Asphalt Pavement Removal	750	SQ. YD.	$2.00	$1,500.00
96	Concrete Pavement Removal	250	SQ. YD.	$10.00	$2,500.00
97	Asphalt Pavement Overlay (1.5" thick, Asphalt Type S-III: 20 to 100 tons per work area)	100	Tons	$210.00	$21,000.00
98	Concrete Sidewalk Replacement	550	SQ. YD.	$39.90	$21,945.00
99	Asphalt Sidewalk Replacement	550	SQ. YD.	$36.00	$19,800.00
100	Concrete Curb and Gutter Replacement	500	L.F.	$21.00	$10,500.00
101	Density Test	75	Each	$60.00	$4,500.00
102	Proctor Test	25	Each	$150.00	$3,750.00

Bid Item No.	Item	Quantity	Units	Unit Price	Total
103	Sod Replacement (St Augustine, Bahia or Bermuda)	5,000	SQ. YD.	$3.60	$18,000.00
104	Demucking with Imported Clean Fill	2,000	CU. YD.	$17.00	$34,000.00
105	Maintenance of Traffic (M.O.T.)	10,000	L.F.	$2.50	$25,000.00
106	Preconstruction Manhole Survey (Condition Assessment)	500	Each	$183.75	$91,875.00
107	Smoke Testing of Gravity Sewer Mains and Laterals	10,000	L.F.	$1.30	$13,000.00
108	4" Line Stop	4	Each	$1,575.00	$6,300.00
109	6" Line Stop	4	Each	$2,100.00	$8,400.00
110	8" Line Stop	4	Each	$2,520.00	$10,080.00
111	10" Line Stop	2	Each	$3,255.00	$6,510.00
112	12" Line Stop	2	Each	$3,570.00	$7,140.00
113	16" Line Stop	2	Each	$6,510.00	$13,020.00
114	Pre-Construction Video	10,000	L.F.	$1.00	$10,000.00
115	Expedited Mobilization for Emergency Work (within 24 hours of request)	3	Each	$3,500.00	$10,500.00
116	Contract Allowance for Miscellaneous Items	1	L.S.	$25,000.00	$25,000.00
				TOTAL BASE BID (Bid Item Nos. 1-116)	$2,632,238.75

Two Million Six Hundred Thirty Two Thousand Two Hundred Thirty Eight Dollars and Seventy Five Cents

(The Total Base Bid Price is to be written in numerical figures above. In case of discrepancies, the unit price shown for each bid item shall govern and the corrected Total Base Bid Price shall be calculated as such.)

Bid Item Notes:

Bid Item No. 97 Includes prime coat, tack coat, base, subgrade and 1.5" of S-3 Ashpalt as required per FDOT Specifications. Includes all earthwork items for roadway and existing sewer manhole removal/replacement. Also includes compaction of subgrade to specifications and all grading and/or shaping required for final restoration.

Bid Item No. 98 & 99 Shall include pedestrian maintenance of traffic in accordance with the contract specifications.

IMPORTANT: Bidder shall circle one lining method on the Bid Items 47-59 & 62-64. Cured-in-Place (CIPP) or Fold-and-Form (FFP). If one of the two lining methods is NOT circled for these bid items, the BID WILL BE REJECTED.

General Note:

Contract award shall be made upon the basis of the lowest responsive responsible bidder.

Contractor's unit prices shall be held firm without adjustment and the County reserves the right to award any portion of the total bid dollar amount.

FIRST AMENDMENT TO AGREEMENT WITH LANZO TRENCHLESS TECHNOLOGIES, INC - SOUTH.
(Wastewater Gravity Line & Manhole Rehabilitation)

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, FL 33461, a municipal corporation organized and existing under the laws of the State of Florida, ("VILLAGE" hereafter), and **Lanzo Trenchless Technologies, Inc. - South,** 125 S.E. 5th Court, Deerfield Beach, FL 33441 a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with wastewater gravity line & manhole rehabilitation services; and,

WHEREAS, Palm Beach County through its competitive selection process awarded the Contract for wastewater gravity line & manhole rehabilitation services (WUD 12-063) ("PBCO Contract" hereafter) to the CONTRACTOR for substantially the same goods and services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for wastewater gravity line & manhole rehabilitation services on the pricing and terms and conditions of the PBCO Contract; and,

WHEREAS, the VILLAGE accepted CONTRACTOR's pricing by piggy-backing the PBCO Contract including all terms, conditions and pricing therein; and

WHEREAS, the VILLAGE and CONTRACTOR desire to renew the term of the Agreement through April 14, 2017 under the same terms and conditions and pricing set forth in the Agreement.

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. Term. The parties agree that the term of the Agreement is hereby extended through April 14, 2017, based on the extension of the PBCO contract.

3. Change CONTRACTOR name from Lanzo Lining Services, Inc. to the appropriate name of Lanzo Trenchless Technologies, Inc. – South.

4. Entire Agreement. The VILLAGE and the CONTRACTOR agree that this Amendment and the Agreement set 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 the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Legal Effect. This Amendment shall not become binding and effective until approved by the Village Council. The Effective Date is the date this Amendment is executed by the Mayor.

6. Counterparts. This Amendment 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 Amendment.

7. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Susan M. Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **LANZO TRENCHLESS TECHNOLOGIES, INC. - SOUTH**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by_____, as _____ of Lanzo Trenchless Technologies, Inc. - South, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____

Print Name: _____

My commission expires:_____

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Public Service

ITEM #13: Approve Water Meters & Supplies Agreement – Best Interest Acquisition – Public Service Department (FY 2016 Budget Funded)

SUMMARY: The Public Service Department, throughout the year, has a need to purchase utility water meters (various sizes) for new installations as well as the replacement of defective meters throughout the Village's utility service area as needed. The Village has been utilizing Master Meter Systems, meters and supplies which are provided by Municipal Water Works Inc., as sole source distributor of Master Meter Systems', products within the state of Florida. These radio read meters have been installed throughout the Village over the past six (6) years and enables staff to read meters automatically and expedite the billing process.

Municipal Water Works Inc. has provided a letter outlining the proprietary nature of the water meters and supplies and that would only be available directly from their company. The proposed water meters and supplies price list is identical to those paid by Lee County, which was received following a previous competitive selection process.

Note: The proposed piggyback contract amendment (renewal) would provide the same pricing that the Village is receiving currently.

If approved, the Village would accept Municipal Water Works' terms, conditions and pricing therein. The initial term of the contract would be for five (5) years with an option to renew for an additional two, one (1) year terms.

Due to the fact that the Village currently utilizes Master Meter Systems' products and that products from another vendor would not be compatible with our existing meter system it is recommended that the Village acquire the requisite water meters and supplies under the Village's Purchasing Code – Section 58-11 - Best Interest Acquisitions that enables the Council to approve purchases without utilizing the competitive selection process with at least a four-fifths (4/5) affirmative vote.

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

FISCAL IMPACT:
Funds to support purchases under this proposed agreement are available within the FY 2016 Budget - Water & Sewer Enterprise Fund.

ATTACHMENTS:
1. Proposed Agreement - Municipal Water Works
2. Sole Source Distributor Letter - Municipal Water Works
3. Consolidated Warranty – Municipal Water Works
4. Certificate of Insurance – Municipal Water Works
5. Price List – Municipal Water Works
6. Sec. 58-11. Best Interest Acquisitions - Purchasing Code

101 Regency Parkway
Mansfield, Texas 76063
PH# 800-765-6518
817-842-8000
FAX# 817-842-8100

April 29, 2015

Mr. John Rouse
Public Service Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Mr. Rouse:

On behalf of Municipal Water Works, Inc. and Master Meter, Inc. we appreciate the continued opportunity to serve your metering needs.

Please let this confirm that Municipal Water Works, LLC. is the only authorized waterworks utility distributor for Master Meter in the state of Florida east of the time line. This includes Master Meter's entire product line including but not limited to all sizes and types of water meters, AMR/AMI meter reading system, components and accessories.

If you should have any questions or require additional information, please don't hesitate to contact me at 800-765-6518.

Respectfully,

Neal Farmer
National Sales Manager

cc: David Reas, RSM
Jimmy Mathis, Municipal Water Works, LLC.
Daryl Gilreath, Municipal Water Works, LLC.

Consolidated Measurement and Systems Products & Meter Accuracy Warranty

Multi-Jet BLMJ & BLMS 5/8” – 2”

Scope of Integrity

This warranty applies exclusively to Master Meter Multi-jet (MMMJ) 5/8”, 3/4”, 1”, 1.5”, and 2” meters purchased on or after January 1, 2006 when used for clean cold potable water (120° F) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's FOB shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Materials and Workmanship

If used and installed as described above, Master Meter warrants all MMMJ (5/8”, 3/4”, 1”, 1.5” and 2”) to be free from defects in materials and workmanship for a **period of 24 months.** Product exposed to willful misconduct, negligence, vandalism, acts of God, exposure to adverse service conditions, or improper use or repair is not covered.

Case Integrity

If used and installed as described above, Master Meter, Inc. warrants that the standard and/or low lead bronze cases of the 5/8”, 3/4”, 1”, 1.5” and 2” MMMJ Meters will retain their structural integrity **for a period of 25 years** from the date of Master Meter shipment.

Claims

Any meter or register covered by this warranty that fails to meet the terms of the stated warranty will be repaired or replaced, at the option of Master Meter, Inc. The customer is responsible for removing the meter and/or register from service, returning it to the factory service center designated by Master Meter, Inc., providing all required paperwork per the Return Material Authorization at the time of the returned product and for freight costs to the service center. The customer is also responsible for reinstalling repaired or replaced product.

The Master Meter Multi-jet meets or exceeds the AWWA’s most recent revision of C708 Standards for Accuracy.

20 YEAR TOTAL ACCURACY GUARANTEE					
5 YEARS NEW	*15 YEARS REPAIRED*				
	5/8” x 3/4”	3/4”	1”	1.5”	2”
NEW Meter Accuracy	5 Years or 750,000 USG	5 Years or 750,000 USG	5 Years or 1,100,000 USG	5 Years or 1,600,000 USG	5 Years or 2,100,000 USG
REPAIRED Meter Accuracy	15 Years or 2.500,000 USG	15 Years or 2,500,000 USG	15 Years or 3,250,000 USG	15 Years or 5,600,000 USG	15 Years or 10,400,000 USG

Positive Displacement - MMPD 5/8” – 2”

Scope of Integrity

This warranty applies exclusively to Master Meter Positive Displacement (MMPD) 5/8”, 3/4”, 1”, 1 1/2“, 2” meters purchased on or after January 1, 2006 when used for clean cold potable water (80° F) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's FOB shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

Materials and Workmanship

If used and installed as described above, Master Meter warrants all MMPD (5/8”, 3/4”, 1”, 1.5” and 2”) to be free from defects in materials and workmanship for a **period of 24 months.** Product exposed to willful misconduct, negligence, vandalism, acts of God, exposure to adverse service conditions, or improper use or repair is not covered.

Case Integrity

If used and installed as described above, Master Meter, Inc. warrants that the standard and/or low lead bronze cases of the 5/8”, 3/4”, 1”, 1 1/2“ and 2” MMPD Meters will retain their structural integrity **for a period of 25 years** from the date of Master Meter shipment.

Claims

Any meter or register covered by this warranty that fails to meet the terms of the stated warranty will be repaired or replaced, at the option of Master Meter, Inc. The customer is responsible for removing the meter and/or register from service, returning it to the factory service center designated by Master Meter, Inc., providing all required paperwork per the Return Material Authorization at the time of the returned product and for freight costs to the service center. The customer is also responsible for reinstalling repaired or replaced product

The Master Meter Positive Displacement Meter meets or exceeds the AWWA’s most recent revision of C700 Standards for Accuracy.

20 YEAR TOTAL ACCURACY GUARANTEE					
5 YEARS NEW	*15 YEARS REPAIRED*				
	5/8” x 3/4”	**3/4”**	**1”**	**1.5”**	**2”**
NEW Meter Accuracy	5 Years or 750,000 USG	5 Years or 750,000 USG	5 Years or 1,100,000 USG	5 Years or 1,600,000 USG	5 Years or 2,100,000 USG
REPAIRED Meter Accuracy	15 Years or 2.500,000 USG	15 Years or 2,500,000 USG	15 Years or 3,250,000 USG	15 Years or 5,600,000 USG	15 Years or 10,400,000 USG

C&I Products – Turbines & Compounds

MMT, WT, FHM

Master Meter 2” – 8” waterworks bronze body and 10” and 12” cast iron body **MMT Turbine Meters,** 2” – 8” Cast Iron **WT Turbine Meters,** and **FHM Fire Hydrant Meters** are warranted to perform to all applicable AWWA accuracy standards. MMT and FSC Products are warranted be free from **material and workmanship** defects for **two years (24 months)** as of the date of Master Meter's FOB shipment. Master Meter 2” – 8” WT and FHM are warranted to be free from material and workmanship defects for **one (1) year** as of the date of Master Meter's FOB shipment.

COMPOUND

Master Meter 2” to 6” DB **Compound Meters** are warranted to perform to AWWA accuracy standards and will be free from defects in **material and workmanship** for **two years (24 months)** from date of Master Meter shipment. Further, the Multi-jet installed for low flow measurement in the DB Compound Meter is covered by the **Multi-jet performance warranty** as described herein.

OCTAVE

Master Meter 2” – 8” **Octave Ultrasonic** Meter Products will be free from **material and workmanship** defects for **two years (24 months)** as of the date of Master Meter's FOB shipment. Octave batteries are covered for **a period of ten (10) years.** Octave accuracy will perform to applicable AWWA standards for **a period of two (2) years.**

TERMS

All Master Meter products not specifically identified above are warranted to be free of defects in materials and workmanship for **one (1) year** as of the date of Master Meter's FOB shipment.

If a product fails to perform as warranted, Master Meter will repair or replace the product, at Master Meter’s option, at no charge to the customer, subject to the terms of the warranty.

This warranty shall not be applicable to products that have been damaged by willful misconduct, negligence, vandalism, act of God, exposure to adverse service conditions or improper installation, or improper use or repair.

Master Meter’s liability under this warranty is expressly limited to repair or replacement of the product, at Master Meter’s option, upon the customer’s return of the product to the factory or service center designated by Master Meter and paying freight cost to and from such factory or service center. The product replaced becomes the property of Master Meter. Master Meter shall not be liable for special, incidental, indirect or consequential damages of any kind.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

Register & Electronics – General Limited Warranty

Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
3G-DS AMR & External Transceivers											30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
3G-DS Interpreter and Interpreter II Register & External Transceivers											30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
Allegro™ Registers & External Tranceivers											30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
Interpreter Register for GridLinx™ & External Tranceivers											30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
Interpreter Register for Silver Spring® Networks & External Tranceivers											30%	30%	30%	30%	30%	40%	40%	40%	40%	40%
eLinx Electronic Encoder Register											Prorated Replacement Cost									
AccuLinx Encoder Register																				
Dialog® Electronic Modules (*legacy product*)																				
Dialog® 2G Register (*legacy product*)																				
Direct Read Register																				

DISCOUNT PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY MASTER METER UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, MASTER METER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT MASTER METER DETERMINES THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY MASTER METER OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE.

I. Master Meter, Inc. ("Master Meter") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Master Meter's FOB shipment, if not otherwise specified or as set forth in this document. If a product fails to perform as warranted; Master Meter will repair or replace the product, at Master Meter's sole option, at no charge to the customer, subject to the terms of the warranty stated herein. This warranty shall not be applicable to products determined by Master Meter to have been damaged by willful misconduct, negligence, vandalism, act of God, exposure to adverse service conditions or improper installation, use or repair.

II. **Allegro™** Integrated registers and **Allegro™ External Transceiver Modules** are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings of twice daily transmissions of 12 hourly interval reads, allowing for no more than 2 customer requested firmware upgrades for the life of the product, and no more than 4 on-demand reads per year.) All other Allegro System Components are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

III. **DIALOG 3G™ DS, DIALOG 3G™ DS Interpreter / Interpreter II** registers, and **DIALOG 3G™ External Transceiver Modules** are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings with a typical usage of no more than 4 data logs per year.) All other DIALOG 3G DS System components and features are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

IV. **Interpreter™ Register with GridLinx™ Protocol**, **Interpreter™ Register with Silver Springs Network Protocol**, and all **External Transceiver Modules** operating on the GridLinx and Silver Springs Network are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings.) All other System Components for Registers based on GridLinx and Silver Springs Network are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

V. **AccuLink™, eLinx™, DIALOG 2G, Legacy DIALOG Electronic Modules**, and non-electronic DIALOG system registers are warranted to be free from material and workmanship defects for **ten (10) years**, and **DIRECT READ** registers for **fifteen (15) years**, from date of Master Meter shipment. All other Master Meter products not specifically identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of Master Meter shipment.

VI. RETURNS: Master Meter's obligation, and Customer's exclusive remedy, under this Limited Warranty is, at Master Meter's option, to repair or replace the product, provided the Customer (a) returns the product to the location designated by Master Meter within the warranty period; and (b) prepays the freight costs to such location.

If product is not determined to be under warranty, customer will pay freight for return of the original product. If the product is determined to be under warranty, the product will be repaired and returned to the customer, replaced, or Master Meter will determine a suitable substitute (at Master Meter's sole option), with freight paid by Master Meter. The original product returned becomes the property of Master Meter. Master Meter shall not be liable for special, incidental, in-direct or consequential damages of any kind.

The return of products for warranty claims must follow Master Meter's Returned Materials Authorization (RMA) procedures. All Master Meter Products returned must be affixed with an approved Return Authorization form. For all returns, Master Meter reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Master Meter may, at its discretion, replace such Obsolete Product with a different product model ("Replacement Product"), provided that the Replacement Product has substantially similar features as the Obsolete Product.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

Limits of Liability

This warranty does not apply to meters or registers determined by Master Meter to have been damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, installation not in accordance with Master Meter, Inc. installation instructions, misapplication or other use not as described on this document, acts of God or other conditions beyond the control of Master Meter, Inc. This warranty is null and void if it is determined by Master Meter that a meter is altered by the addition of any register not manufactured by or on behalf of Master Meter, Inc. for its specific model and size. If a meter is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the meter is returned to Master Meter, Inc. The accuracy warranty shall be void if an examination of the customer's water system shows poor water quality causing an unusually adverse effect on metering equipment.

Master Meter's liability under this warranty is expressly limited to repair or replacement of the product, at Master Meter's option. The repaired or replacement product will maintain the original meter's warranty based on the original purchase date. The customer must pay for freight cost of the returned product or products to the factory or service center designated by Master Meter. The product returned becomes the property of Master Meter.

Any description of product, whether in writing or made orally by Master Meter, Inc or its agents, specifications, samples, literature, models, bulletins, drawings, diagrams, data sheets or similar materials used in connection with any customer's order are for the sole purpose of identifying product and shall not be construed as an express or implied warranty. Any suggestions by Master Meter, Inc. or its agents regarding use, application, or suitability of product shall not be construed as an express or implied warranty unless confirmed to be such in writing by Master Meter, Inc.

If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHATSOEVER, WHETHER EXPRESSED OR IMPLIED (EXCEPT FOR WARRANTY OF TITLE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY AND MASTER METER, INC. AND ITS BUSINESS PARTNERS' SOLE LIABILITY ON ANY CLAIM, WHETHER IN BIAS (INCLUDING STRICT LIABILITY), NEGLIGENCE, CONTRACT, WARRANTY OR OTHERWISE, FOR ANY METER OR REGISTER WHICH FAILS TO MEET THE TERMS OF THE WARRANTY STATED IN THIS DOCUMENT, SHALL BE LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED ABOVE.

Disclaimer. EXCEPT FOR THE WARRANTY SET FORTH INTHIS AGREEMENT, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED, IN NO EVENT SHALL MASTER METER OR ANY OF ITS BUSINESS PARTNERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE MASTER METER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Maximum Liability. EXCEPT AS OTHERWISE PROVIDED IN NO EVENT SHALL MASTER METER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE SELLER PURSUANT TO THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Sole Remedy. THIS LIMITATION OF LIABILITY SETS FORTH MASTER METER'S SOLE LIABILITY AND ENTIRE OBLIGATION AND THE CUSTOMER'SEXCLUSIVE REMEDY FOR ANY ACTION THAT IS BROUGHT AGAINST MASTER METER.

Governing Law and Venue. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CHOICE OF LAW RULES, WITH JURISDICTION AND VENUE IN THE STATE OR FEDERAL COURTS OF TARRANT COUNTY, TEXAS. THE PARTIES CONSENT TO THE PERSONAL JURISDICTION OF, AND VENUE IN, SUCH COURTS AND AGREE THAT NO SUCH COURT IS AN INCONVENIENT FORUM.

Master Meter, Inc. The Science of Precise Measurement™
101 Regency Parkway, Mansfield, TX 76063
Toll Free: 800-765-6518 • Main Line: 817-842-8000 • FAX: 817-842-8100
MasterMeter.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2016

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

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

PRODUCER
Stonehenge Insurance Solutions, Inc.
300 Avenue of the Champions
Ste. 222
Palm Beach Gardens, FL 33418

CONTACT NAME: 941-925-2990 X 20834
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: certs@progressiveemployer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc.	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Progressive Employer Management Co. Inc. and all its affiliates and subsidiaries

For Co-employees of MUNICIPAL WATER WORKS, LLC
6407 Parkland Dr.
Sarasota, FL 34243
1-941-925-2990 X 20834

COVERAGES **CERTIFICATE NUMBER:** 7WY5X5UJ **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3498277	10/01/2015	10/01/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is extended to Co-employees but not subcontractors of MUNICIPAL WATER WORKS, LLC

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2016

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

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

PRODUCER

Tony Russi Insurance Agency, Inc.
2575 S. French Avenue
Sanford FL 32773

CONTACT NAME: Richard D. Russi
PHONE (A/C, No, Ext): (407) 322-0285 FAX (A/C, No): (407) 322-0304
E-MAIL ADDRESS: info@tonyrussiinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B: Auto Owners Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Municipal Water Works, Inc.
40 Keyes Court
Sanford FL 32773

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			21 SBM BR9857 DV	12/05/2015	12/05/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			47-335-624-00	08/09/2015	08/09/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Village of Palm Springs
226 Cypress Lane
Palm Springs, Fl 33461

Fax: (561)439-4132

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Exhibit "A"

ATTACHMENT A – PRICE LIST

METER SIZE	COST EACH
5/8" X ¾"	$ 181.31
¾"	$ 191.00
1"	$ 249.38
METER INTERFACE UNITS	$ 140.00

PERCENTAGE DISCOUNT OFF OF MANUFACTURER'S LIST PRICE 50.0 %

Date: 3/29/16

MASTER METER SYSTEMS

FZM1 7" Tablet Pricing 9-2-2015

Please send Points of Purchase Agreement with any complete systems order

For Drive-By Tablet Systems, in addition to the POP we will need to know on the order which vehicle information this will be installed on to include vehicle year, make, model and if 1/2 ton, 3/4 ton, etc.

Part No	Description	List
SYSTEM PRICING		**List**
11-020-063	Model FZ-M1 Drive-by Tablet Reading System (Includes part numbers 11-020-060, 11-020-062, 03-020-033, 03-030-015, 03-030-021, 03-030-029, 07-040-023WB, 07-040-024WB, 07-040-026, 07-040-028, 03-030-023)	$ 33,296.88
11-020-064	Model FZ-M1 Walk-by Tablet Reading System (Includes part numbers 11-020-060, 11-020-061, 11-020-062, 07-040-023WB, 07-040-024WB, 07-040-026, 07-040-028, 03-030-023)	$ 25,796.88
11-020-065	Model FZ-M1 Drive-by Tablet Reading System (2nd System) (Includes part numbers 11-020-060, 11-020-062, 03-020-033, 03-030-015, 03-030-021, 03-030-029, 07-040-024WB, 03-030-023, 03-070-001)	$ 18,921.88
11-020-066	Model FZ-M1 Walk-by Tablet Reading System (2nd System) (Includes part numbers 11-020-060, 11-020-061, 11-020-062, 07-040-024WB, 03-030-023, 03-070-001)	$ 11,421.88
SINGLE COMPONENTS		**List**
11-020-060	Model FZ-M1 Semi-Rugged 7" Tablet w/ AC/DC power supply *(1)	$ 6,718.75
11-020-061	Model FZ-M1 Carrying Case	$ 468.75
11-020-062	Model FZ-M1 Extended Life Battery	$ 937.50
03-020-033	Vehicle Specific Mount for Tablet	$ 1,562.50
03-030-015	DMMR Receiver & Charger (Less Antenna) *Includes 3G Tech Software*	$ 5,468.75
11-020-067	FZ-M1 Docking Station	$ 1,406.25
03-030-021	External Mag Mount Antenna (DMMR/EMMR/MMR)	$ 468.75
03-030-029	Permanent Mount Antenna Kit w/17' of cable	$ 468.75
07-040-023WB	MasterLinx Enterprise Management (MMS Hosted)	$ 1,875.00
07-040-024WB	MasterLinx Mobile Reading Software	$ 1,875.00
07-040-026	2-Day On-Site Training, System Configuration & Travel *(2)	$ 8,750.00
07-040-028	1st Year 1-800 Phone Support *(2)	$ 4,687.50

**(1) Toughpad models change. The model listed or equivalent model will be provided.*
**(2) Not required for additional system purchases, if software previously purchased.*

MISCELLANEOUS ACCESSORIES & REPLACEMENT PARTS		**List**
03-030-009HS	Hand Straps for Tablets	$ 265.00
00-010-040	PIT Wired VersaProbe, w/Bluetooth, Charger, Dialog Programming	$ 10,990.00
00-010-039	SHORT Wired VersaProbe, w/Bluetooth, Charger, Dialog Programming	$ 9,626.67
10-500-010	Laptop/Handheld to Versa Probe AccuLinx Programming Cable	$ 166.67
10-500-007NBT	VersaProbe Wall Charger (Non Bluetooth)	$ 343.20
10-500-007	VersaProbe Wall Charger (Bluetooth)	$ 187.83
03-030-016	DMMR/EMMR Charger Only **Use Part Number: 199-004-19 Instead**	$ 250.00
03-030-023	DC Adapters for Toughbook	$ 516.67
03-030-023L	Laptop to Lind Adapter Cable	$ 83.33
03-030-023	Lind Laptop 12 Volt Power Supply (Works on Laptop and Tablet)	$ 500.00
07-040-018	MasterLinx Mobile Collector and Data Plan *(Web Based Reading System Required)*	$ 17,187.50
07-040-015	Mobile Collector Data Plan Annual Fee	N/A
SOFTWARE & SYSTEM UPGRADE PRICING		**List**
07-040-029	RMSWin To Master*LINK* ™ Software Upgrade, 1 Day On Site Training *Includes MapPoint and GPS Software, System Configuration ,Setup, and all Travel Expenses*	$ 11,050.00
07-040-031	MasterLINK PC based Software to MasterLinx Web based Software upgrade + 2 Day on-Site Training (Hardware not included) ***Note: Upgrade to MasterLinx Web based Software only applies to Laptop and MT.***	$ 24,000.00
00-010-025	Handheld Reading System To Laptop Vehicle Reading System (Includes additional software, 1 Day of On-Site Training, no hardware)	$ 16,333.33
SOFTWARE PHONE SUPPORT AND ADDITIONAL TRANING		**List**
03-070-001	Vehicle Reading System Annual Phone Support (After First Year)	N/A
03-070-003	Additional Vehicle Reading System Support Per System At One Location	N/A
03-070-002	On-Site Training - 8 Hours - Overnight Stay -All Travel Expenses-Drive-by	$ 6,084.38
03-070-005	Additional Training Day (Purchased w/system, includes expenses)-Drive-by	$ 2,665.63

Note: When Purchasing or using handheld system with laptop system annual maintenance will be $1500 plus half the cost of the handheld annual maintenance fee, which is $1500.00 / 2=$750 for a total of $2250.00

MASTER METER SYSTEMS

Drive-by (Laptop & Tablet) 8-1-2015

Please send Points of Purchase Agreement with any complete systems order

Part No	Description	List
SYSTEM PRICING		**List**
00-020-010	Model 53 Drive-by Vehicle Reading Sys. Semi-Rugged *(1)	$ 46,481.25
00-020-070	Model 53 Drive-by Vehicle Reading Sys. Semi Rugged w/Touchscreen*(1)	$ 52,934.38
00-020-030	Model 31 Drive-by Vehicle Reading Sys. Ultra Rugged w/Touchscreen *(1)	$ 55,825.00
00-010-009WB	Model FZ-G1 Drive-by Vehicle Reading Sys. Semi Rugged Tablet(*1) Masterlinx Hosted	$ 49,890.63
00-020-010WB	Model 53 Drive-by Vehicle Reading Sys. Semi-Rugged *(1) MasterLinx Hosted	$ 46,481.25
00-020-070WB	Model 53 Drive-by Vehicle Reading Sys. Semi Rugged w/Touchscreen*(1) MasterLinx Hosted	$ 52,934.38
00-020-030WB	Model 31 Drive-by Vehicle Reading Sys. Ultra Rugged w/Touchscreen *(1) MasterLinx Hosted	$ 55,825.00
Add PT to end of part number for Promo Pricing if Approved by Management		
	Systems Include the following:	
	MasterLINK™ Data Collection System & Vehicle Reading System Software	
	Microsoft MapPoint 2009 software license for "Moving Maps" **(One License)	
	Note: MapPoint not needed with Web-Based System	
	Panasonic Toughbooks (Model depends on system selected)	
	Vehicle Power Supply, Hard Shell Carrying Case, GPS Receiver	
	DIALOG 3G DMMR RF Transceiver, Cigarette DC Power Supply	
	External Mag Mount Antenna, Permanent Mount Antenna, 3G Technician programming software	
	2 day on-site installation & training, all travel expenses	
	ASCII interface to existing utility billing software. Includes first Year phone Support	

**(1) Toughbook models change. The model listed or equivalent model will be provided*
***One License includes 1 desktop computer (MLDCS) as well as 1 mobile (MLVRS)*

SINGLE COMPONENTS		**List**
07-040-020	Model 53 Semi-Rugged Laptop w/ AC/DC power supply *(1)	$ 8,156.25
07-040-070	Model 53 Semi-Rugged w/Touchscreen Laptop w/ AC/DC power supply *(1)	$ 14,609.38
07-040-030	Model 31 Ultra Rugged w/Touchscreen Laptop w/ AC/DC power supply *(1)	$ 17,968.75
03-030-009	Model FZ-G1 (w/10.1" Screen) Semi-Rugged Tablet w/Touchscreen (4G LTE, GPS, Wi-Fi, BT)	$ 10,937.50
03-030-009CR	Model FZ-G1 Semi-Rugged Tablet Cradle	$ 1,421.88
03-030-035A	Hard Shell Carrying Case Kit (Hard Shell Case, laptop power supply, power cord)	$ 1,812.50
07-040-021	Seat Mount Stand For Laptop	$ 1,562.50
07-040-022K	Floor Mount Stand For Laptop	$ 1,562.50
03-020-033	Vehicle Specific Mount for Tablet	$ 1,562.50
03-030-015	DMMR Receiver & Charger (Less Antenna) *Includes 3G Tech Software*	$ 5,468.75
03-030-021	External Mag Mount Antenna (DMMR/EMMR/MMR)	$ 468.75
03-030-029	Permanent Mount Antenna Kit w/17' of cable	$ 468.75
10-500-010	Laptop/Handheld to Versa Probe AccuLinx Programming Cable	$ 156.25
07-040-023	MasterLINK™ Data Collection Software (DCS) With GIS Mapping *(2)	$ 10,000.00
07-040-024	MasterLINK™ Vehicle Reading Software (VRS) *Required For Each Laptop*	$ 6,562.50
07-040-026	2-Day On-Site Training, System Configuration & Travel *(2)	$ 8,750.00
07-040-027S4	GPS Receiver	$ 390.63
07-040-028	1st Year 1-800 Phone Support *(2)	$ 3,750.00
03-030-040	Microsoft MapPoint 2009 each license	$ 853.13
	Note: MapPoint not needed with Web-Based System	
07-040-023WB	Harmony Enterprise Management (MMS Hosted)	$ 10,000.00
07-040-024WB	Harmony Mobile Reading Software	$ 6,562.50

**(1) Toughbook models change. The model listed or equivalent model will be provided.*
**(2) Not required for additional system purchases, if MasterLINK™ previously purchased.*

MISCELLANEOUS ACCESSORIES & REPLACEMENT PARTS		**List**
03-030-009HS	Hand Straps for Tablets	$ 265.00
03-030-016	DMMR/EMMR Charger Only **Use Part Number: 199-004-19 Instead**	$ 250.00
03-030-023	DC Adapters for Toughbook	$ 516.67
03-030-023L	Laptop to Lind Adapter Cable	$ 83.33
03-030-023	Lind Laptop 12 Volt Power Supply (Works on Laptop and Tablet)	$ 500.00
03-030-023R	12 Volt Power Cable for Hard Shell Case (Right Angle Connector)	$ 150.00
03-030-018	DB9 Serial Cable For PC to Receiver	$ 50.00
90-012-026	Flat DB9 18" Ribbon Cable for PC to Receiver	$ 50.00
03-030-030	USB To Serial Cable Win8 Compatible	$ 116.67
03-030-035	Hard Shell Case Only	$ 1,516.67
07-040-018	Harmony Mobile Collector and Data Plan	$ 17,187.50
	(Web Based Reading System Required)	
07-040-015	Mobile Collector Data Plan Annual Fee	N/A

SOFTWARE & SYSTEM UPGRADE PRICING		**List**
07-040-029	RMSWin To MasterLINK™ Software Upgrade, 1 Day On Site Training	$ 11,050.00
	Includes MapPoint and GPS Software, System Configuration ,Setup, and all Travel Expenses	
07-040-031	MasterLINK PC based Software to Harmony Web based Software upgrade +	$ 24,000.00
	2 Day on-Site Training (Hardware not included)	
	Note: Upgrade to Harmony Web based Software only applies to Laptop and MT.	
00-010-025	Handheld Reading System To Laptop Vehicle Reading System (Includes	$ 16,333.33
	additional software, 1 Day of On-Site Training, no hardware)	

SOFTWARE PHONE SUPPORT AND ADDITIONAL TRANING		**List**
03-070-001	Vehicle Reading System Annual Phone Support (After First Year)	N/A
03-070-003	Additional Vehicle Reading System Support Per System At One Location	N/A
03-070-002	On-Site Training - 8 Hours - Overnight Stay -All Travel Expenses-Drive-by	$ 6,084.38
03-070-005	Additional Training Day (Purchased w/system, includes expenses)-Drive-by	$ 2,665.63

Note: When Purchasing or using handheld system with laptop system annual maintenance will be $1500 plus half the cost of the handheld annual maintenance fee, which is $1500.00 / 2=$750 for a total of $2250.00

DMMR MAINTENANCE PRICING		**List**
/2061	DMMR Receiver Gold Service Plan	N/A
/2062	DMMR Receiver Silver Service Plan	N/A
03-080-026	DMMR Exchange with Mag Mount Antenna	N/A
03-080-028	DMMR Exchange with Permanent Mount Antenna	N/A
03-070-030	DMMR Firmware Upgrade	
	(Includes Firmware Upgrade, DMMR Battery, DMMR Charger, DB9 Cable from Laptop to Receiver, 3G Mag Mount Antenna and Permanent Mount Antenna)	
	Note: Distributor can handle Direct From MMS if preferred and upcharge to $499 for customer.	

READING SYSTEM EQUIPMENT EXTENDED WARRANTY		**List**
/03-080-005	Reading System Extended Warranty Laptop	N/A
	Covers Laptop, Receiver, Antenna, Hard Case, Connections, Chargers, and Cables	

MASTER METER SYSTEMS

Miscellaneous AMR Item Pricing 8-1-2015

Part No.	Description	List
Memory Probe Read Systems (Unload probe readings direct to PC)		**List**
00-030-041	PIT Wired VersaProbe, w/Bluetooth, Charger*(1)	$ 10,303.13
00-030-042	SHORT Wired VersaProbe, w/Bluetooth, Charger*(1)	$ 9,025.00
	Direct unload of up to 500 probe readings to MasterLink DCS	
	Includes 30 days of phone support. $300 Annual support listed below 12-040-010	
10-500-010	Laptop to Versa Probe Downloading Cable	$ 142.19
DIALOG CELLULAR RTU (GPRS Remote Terminal Unit)		**List**
12-010-040	Dialog Cellular Remote Terminal Unit - Switched & 4-20 inputs *(1)*(2)	$ 1,962.50
12-010-050	Dialog Cellular Remote 3GI Terminal Unit - Switched & 4-20 inputs + 3G WB/NB *(1)*(2)	$ 2,312.50
12-010-060	Dialog Cellular Remote Terminal AC Powered - Switched & 4-20 inputs + 3G WB/NB + AC Power *(1)*(2)	$ 3,145.83
Note: Data Plans below need to be included with purchase of DIALOG Cellular RTU unit.		List
12-020-040	Harmony™ Web Site, Cell Plan, Support - Priced per DC RTU *(1)	$ 1,125.00
12-020-041	Price for additional Web Site Access, Cell Plan & Support *(2)	$ 312.50
ANNUAL DATA PLAN CHARGES		**List**
12-020-040	Harmony™ Web Site, Cell Plan, Support - Priced per DC RTU *(1)	N/A
12-020-041	Price for additional Web Site Access, Cell Plan & Support *(2)	N/A
MISCELLANEOUS ACCESSORIES & CHARGE		**List**
12-010-080	Add-on for power supply if needed for 4-20 inputs	$ 1,000.00
12-036-010	External Cell Antenna for remote applications	$ 533.33
12-020-050	Dialog Cellular On-Site Installation - One Unit - Overnight Stay - All Travel Expenses *	$ 4,687.50
12-020-051	Dialog Cellular On-Site Installation - Additional Day **	$ 1,562.50

** Installation location and hardware provided by the customer*

*** Under normal conditions 2-3 units can be installed per day.*

PRICE LIST TABLE OF CONTENTS

PRICE LIST TABLE OF CONTENTS - Continued

BLMJ Meter Lead Free Body w/Bronze Bottom w/3G DS USG Register

			List
5/8"	B11-A31-A01-0101A-1	(Old Part # BL04-1TD-NAA-2)	$ 388.55
5/8" x 3/4"	B12-A31-A01-0101A-1	(Old Part # BL05-1TD-NAA-2)	$ 388.55
3/4" (7-1/2")	B13-A31-A01-0101A-1	(Old Part # BL06-1TD-NAA-2)	$ 414.13
3/4" X 9"	B14-A31-A01-0101A-1	(Old Part # BL07-1TD-NAA-2)	$ 457.20
3/4" X 9" X 1"	B15-A31-A01-0101A-1	(Old Part # BL08-1TD-NAA-2)	$ 464.10
1"	B16-A31-A01-0101A-1	(Old Part # BL09-1TD-NAA-2)	$ 530.45

BLMJ Meter Lead Free Body w/Plastic Bottom w/3G DS USG Register

			List
5/8"	B11-A11-A01-0101A-1	(Old Part # BL04-1TD-CAA-2)	$ 380.10
5/8" x 3/4"	B12-A11-A01-0101A-1	(Old Part # BL05-1TD-CAA-2)	$ 380.10
3/4" (7-1/2")	B13-A11-A01-0101A-1	(Old Part # BL06-1TD-CAA-2)	$ 405.20
3/4" X 9"	B14-A11-A01-0101A-1	(Old Part # BL07-1TD-CAA-2)	$ 447.58
3/4" X 9" X 1"	B15-A11-A01-0101A-1	(Old Part # BL08-1TD-CAA-2)	$ 454.60
1"	B16-A11-A01-0101A-1	(Old Part # BL09-1TD-CAA-2)	$ 520.38

BLMJ Meter Lead Free Body w/Cast Iron Bottom w/3G DS USG Register

			List
5/8"	B11-A21-A01-0101A-1	(Old Part # BL04-1TD-FAA-2)	$ 378.33
5/8" x 3/4"	B12-A21-A01-0101A-1	(Old Part # BL05-1TD-FAA-2)	$ 378.33
3/4" (7-1/2")	B13-A21-A01-0101A-1	(Old Part # BL06-1TD-FAA-2)	$ 403.33
3/4" X 9"	B14-A21-A01-0101A-1	(Old Part # BL07-1TD-FAA-2)	$ 445.53
3/4" X 9" X 1"	B15-A21-A01-0101A-1	(Old Part # BL08-1TD-FAA-2)	$ 452.65
1"	B16-A21-A01-0101A-1	(Old Part # BL09-1TD-FAA-2)	$ 518.25

Note: Change the A shown in the part number to B for CF. Example xxx-xxx-Bxx-xxxxx-x= CF

1-1/2" & 2" MJ (MS) Meter Lead Free Body w/3G DS USG Register

			List
1-1/2" Thd.	M22-A00-A01-0101A-1	(Old Part # MJ10-1TD-NAA-2)	$ 791.88
1-1/2" Flg.	M21-A00-A01-0101A-1	(Old Part # MJ11-1TD-NAA-2)	$ 982.95
2" Thd..	M24-A00-A01-0101A-1	(Old Part # MJ12-1TD-NAA-2)	$ 1,163.83
2" Flg.	M23-A00-A01-0101A-1	(Old Part # MJ13-1TD-NAA-2)	$ 1,293.30

Note: Change the A shown in the part number to B for CF. Example xxx-xxx-Bxx-xxxxx-x= CF

5/8"	P11-A31-A01-0101A-1	(Old Part # PD04-1TD-NAA-2)	$ 409.48
5/8" x 3/4"	P12-A31-A01-0101A-1	(Old Part # PD05-1TD-NAA-2)	$ 409.48
3/4" (7-1/2")	P13-A31-A01-0101A-1	(Old Part # PD06-1TD-NAA-2)	$ 481.25
3/4" X 9"	P14-A31-A01-0101A-1	(Old Part # PD07-1TD-NAA-2)	$ 492.58
3/4" X 9" X 1"	P15-A31-A01-0101A-1	(Old Part # PD08-1TD-NAA-2)	$ 502.23
1"	P16-A31-A01-0101A-1	(Old Part # PD09-1TD-NAA-2)	$ 634.30

PD Meter Lead Free Body w/Plastic Bottom w/3G DS USG Register

5/8"	P11-A11-A01-0101A-1	(Old Part # PD04-1TD-CAA-2)	$ 392.95
5/8" x 3/4"	P12-A11-A01-0101A-1	(Old Part # PD05-1TD-CAA-2)	$ 392.95
3/4" (7-1/2")	P13-A11-A01-0101A-1	(Old Part # PD06-1TD-CAA-2)	$ 455.55
3/4" X 9"	P14-A11-A01-0101A-1	(Old Part # PD07-1TD-CAA-2)	$ 466.85
3/4" X 9" X 1"	P15-A11-A01-0101A-1	(Old Part # PD08-1TD-CAA-2)	$ 476.53
1"	P16-A11-A01-0101A-1	(Old Part # PD09-1TD-CAA-2)	$ 588.05

PD Meter Lead Free Body w/Cast Iron Bottom w/3G DS USG Register

			List
5/8"	P11-A21-A01-0101A-1	(Old Part # PD04-1TD-FAA-2)	$ 393.55
5/8" x 3/4"	P12-A21-A01-0101A-1	(Old Part # PD05-1TD-FAA-2)	$ 393.55
3/4" (7-1/2")	P13-A21-A01-0101A-1	(Old Part # PD06-1TD-FAA-2)	$ 452.95
3/4" X 9"	P14-A21-A01-0101A-1	(Old Part # PD07-1TD-FAA-2)	$ 464.28
3/4" X 9" X 1"	P15-A21-A01-0101A-1	(Old Part # PD08-1TD-FAA-2)	$ 473.93
1"	P16-A21-A01-0101A-1	(Old Part # PD09-1TD-FAA-2)	$ 583.13

Note: Change the A shown in the part number to B for CF. Example xxx-xxx-Bxx-xxxxx-x= CF

1-1/2" & 2" PD Meter Lead Free Body w/3G DS USG Register

			List
1-1/2" Thd.	P25-A00-A01-0101A-1	(Old Part # PD10-1TD-NAA-2)	$ 1,145.85
1-1/2" Flg.	P21-A00-A01-0101A-1	(Old Part # PD11-1TD-NAA-2)	$ 1,273.28
2" Thd..	P26-A00-A01-0101A-1	(Old Part # PD12-1TD-NAA-2)	$ 1,405.08
2" Flg.	P23-A00-A01-0101A-1	(Old Part # PD13-1TD-NAA-2)	$ 1,576.65

Note: Change the A shown in the part number to B for CF. Example xxx-xxx-Bxx-xxxxx-x= CF

Turbine Meter w/Lead Free Body w/3G DS USG LCD Interpreter

			List
2"	T31-A1-A02-0101A-1	(Old Part # TM13-16D-NAA-2)	$ 1,554.15
3"	T32-A1-A02-0101A-1	(Old Part # TM14-16D-NAA-2)	$ 2,125.85
4"	T33-A1-A02-0101A-1	(Old Part # TM15-16D-NAA-2)	$ 2,850.53
6"	T34-A1-A02-0101A-1	(Old Part # TM16-16D-NAA-2)	$ 4,402.28
8"	T35-A1-A02-0101A-1	(Old Part # TM17-16D-NAA-2)	$ 6,568.15

Turbine Meter w/Lead Free Body w/3G DS USG LCD Interpreter w/Strainer

			List
2"	T31-A2-A02-0101A-1	(Old Part # TM13-16D-NLA-2)	$ 2,145.89
3"	T32-A2-A02-0101A-1	(Old Part # TM14-16D-NLA-2)	$ 3,311.07
4"	T33-A2-A02-0101A-1	(Old Part # TM15-16D-NLA-2)	$ 4,665.34
6"	T34-A2-A02-0101A-1	(Old Part # TM16-16D-NLA-2)	$ 7,085.58
8"	T35-A5-A02-0101A-1	(Old Part # TM17-16D-NLA-2)	$ 10,182.47

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

Turbine Meter w/Cast Iron Bodies w/3G DS USG LCD Interpreter

			List
2"	W31-E1-A02-0101A-1	(Old Part # WS13-16D-JAA-2)	$ 929.95
3"	W32-E1-A02-0101A-1	(Old Part # WS14-16D-JAA-2)	$ 1,332.83
4"	W33-E1-A02-0101A-1	(Old Part # WS15-16D-JAA-2)	$ 1,790.15
6"	W34-E1-A02-0101A-1	(Old Part # WS16-16D-JAA-2)	$ 3,039.93
8"	W35-E1-A02-0101A-1	(Old Part # WS17-16D-JAA-2)	$ 3,799.55
10"	W36-E1-A02-0101A-1	(Old Part # WS18-16D-JAA-2)	$ 6,573.88
12"	W37-E1-A02-0101A-1	(Old Part # WS19-16D-JAA-2)	$ 9,111.98

Turbine Meter w/Cast Iron Bodies w/3G DS USG LCD Interpreter w/Strainer (Lead Free Str. 2- 6")

			List
2"	W31-E2-A02-0101A-1	(Old Part # WS13-16D-JLA-2)	$ 1,521.69
3"	W32-E2-A02-0101A-1	(Old Part # WS14-16D-JLA-2)	$ 2,518.05
4"	W33-E2-A02-0101A-1	(Old Part # WS15-16D-JLA-2)	$ 3,604.96
6"	W34-E2-A02-0101A-1	(Old Part # WS16-16D-JLA-2)	$ 5,723.23
8"	W35-E5-A02-0101A-1	(Old Part # WS17-16D-JJA-2)	$ 7,413.87
10"	W36-E5-A02-0101A-1	(Old Part # WS18-16D-JJA-2)	Contact MM
12"	W37-E5-A02-0101A-1	(Old Part # WS19-16D-JJA-2)	Contact MM

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

DB Compound Meter Lead Free Body w/3G DS USG LCD Interpreter

			List
2"	D31-A1-A02-0101A-1	(Old Part # DC13-16D-NAB-2)	$ 3,359.13
3"	D32-A1-A02-0101A-1	(Old Part # DC14-16D-NAB-2)	$ 4,264.73
4"	D33-A1-A02-0101A-1	(Old Part # DC15-16D-NAB-2)	$ 5,448.75
6"	D34-A1-A02-0101A-1	(Old Part # DC16-16D-NAA-2)	$ 9,640.90

DB Compound Meter Lead Free Body w/3G DS USG LCD Interpreter w/Strainer

			List
2"	D31-A2-A02-0101A-1	(Old Part # DC13-16D-NLB-2)	$ 3,950.87
3"	D32-A2-A02-0101A-1	(Old Part # DC14-16D-NLB-2)	$ 5,449.95
4"	D33-A2-A02-0101A-1	(Old Part # DC15-16D-NLB-2)	$ 7,263.56
6"	D34-A2-A02-0101A-1	(Old Part # DC16-16D-NLA-2)	$ 12,324.20

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

Lead Free Strainer When Purchased Separate

			List
2"	907-200-TSA-LF	Lead Free Body	$ 622.88
3"	907-300-TSA-LF	Lead Free Body	$ 1,247.60
4"	907-400-TSA-LF	Lead Free Body	$ 1,910.33
6"	907-600-TSA-LF	Lead Free Body	$ 2,824.53
8"	907-800-TS-LF	Coated Steel (9" Laying Length)	$ 3,804.55

DIALOG 3G DS Registers - Replacement or UpGrade BLMJ & PD Meters

		List
5/8", 5/8" X 3/4"	Contact MM for Part Number	$ 287.50
3/4"	Contact MM for Part Number	$ 305.00
1"	Contact MM for Part Number	$ 317.50
1-1/2"	Contact MM for Part Number	$ 352.50
2"	Contact MM for Part Number	$ 352.50

DIALOG 3G DS Interpreter Register Kits & Registers LCD Style

			List
Elster / AMCO 4-Pole	199-017-31-00	w/3G Interpreters LCD	$ 300.00
Elster / AMCO 2-Pole	199-017-30-01	w/3G Interpreters LCD	$ 300.00
Badger	199-017-31-05	w/3G Interpreters LCD	$ 300.00
Hersey	199-017-31-03	w/3G Interpreters LCD	$ 300.00
Neptune	199-017-31-04	w/3G Interpreters LCD	$ 300.00
Sensus	199-017-30-02	w/3G Interpreters LCD	$ 300.00
Precision	199-017-30-07	w/3G Interpreters LCD	$ 300.00
Master Meter	199-017-30-06	w/3G Interpreters LCD	$ 300.00

DIALOG 3G DS Interpreter Register Only

			List
Interpreter Register	199-007-10	2-pole Magnet - Odometer	$ 291.75
Interpreter Register	199-007-13	4-pole Magnet - Odometer	$ 291.75
Interpreter Register	199-017-30	2-pole Magnet - LCD	$ 291.75
Interpreter Register	199-017-31	4-pole Magnet - LCD	$ 291.75
Tamper Snap Pin	975-106-45	Tamper Seal for Register Skirt	$ 2.50

DIALOG 3G DS XTR External Transceivers

			List
3G XTR	199-004-57	Fast Pulse (8' Cable)	$ 187.50
3G XTR	199-004-50	Encoder Input (8' Cable)	$ 187.50
3G XTR	199-004-64	Dual Swtich Connected to XTR (25' Cable)	$ 250.00

External Active Antenna

			List
	199-014-78	Active Antenna	$ 140.00

Additional Wire for 3G XTR's (per foot)

			List
	912-153-DC3	Additional wire for Encoder Module	$ 1.05
	912-152-RC	Additional wire for Pulse Module	$ 0.99

BLMJ Meter Lead Free Body w/Bronze Bottom w/AccuLinx Encoder

			List
5/8"	B11-A31-A05-0101B-1	(Old Part # BL04-1VA-NAA-2)	$ 225.50
5/8" x 3/4"	B12-A31-A05-0101B-1	(Old Part # BL05-1VA-NAA-2)	$ 225.50
3/4" (7-1/2")	B13-A31-A05-0101B-1	(Old Part # BL06-1VA-NAA-2)	$ 257.65
3/4" X 9"	B14-A31-A05-0101B-1	(Old Part # BL07-1VA-NAA-2)	$ 304.25
3/4" X 9" X 1"	B15-A31-A05-0101B-1	(Old Part # BL08-1VA-NAA-2)	$ 319.10
1"	B16-A31-A05-0101B-1	(Old Part # BL09-1VA-NAA-2)	$ 351.08

BLMJ Meter Lead Free Body w/Plastic Bottom w/AccuLinx Encoder

			List
5/8"	B11-A11-A05-0101B-1	(Old Part # BL04-1VA-CAA-2)	$ 218.73
5/8" x 3/4"	B12-A11-A05-0101B-1	(Old Part # BL05-1VA-CAA-2)	$ 218.73
3/4" (7-1/2")	B13-A11-A05-0101B-1	(Old Part # BL06-1VA-CAA-2)	$ 250.03
3/4" X 9"	B14-A11-A05-0101B-1	(Old Part # BL07-1VA-CAA-2)	$ 295.48
3/4" X 9" X 1"	B15-A11-A05-0101B-1	(Old Part # BL08-1VA-CAA-2)	$ 310.33
1"	B16-A11-A05-0101B-1	(Old Part # BL09-1VA-CAA-2)	$ 342.30

BLMJ Meter Lead Free Body w/Cast Iron Bottom w/AccuLinx Encoder

			List
5/8"	B11-A21-A05-0101B-1	(Old Part # BL04-1VA-FAA-2)	$ 217.33
5/8" x 3/4"	B12-A21-A05-0101B-1	(Old Part # BL05-1VA-FAA-2)	$ 217.33
3/4" (7-1/2")	B13-A21-A05-0101B-1	(Old Part # BL06-1VA-FAA-2)	$ 248.43
3/4" X 9"	B14-A21-A05-0101B-1	(Old Part # BL07-1VA-FAA-2)	$ 293.65
3/4" X 9" X 1"	B15-A21-A05-0101B-1	(Old Part # BL08-1VA-FAA-2)	$ 308.50
1"	B16-A21-A05-0101B-1	(Old Part # BL09-1VA-FAA-2)	$ 340.48

1-1/2" & 2" MJ (MS) Meters Lead Free Body w/AccuLinx Encoder

			List
1-1/2" Thd.	M22-A00-A05-0101B-1	(Old Part # MJ10-1VA-NAA-2)	$ 647.48
1-1/2" Flg.	M21-A00-A05-0101B-1	(Old Part # MJ11-1VA-NAA-2)	$ 811.35
2" Thd.	M24-A00-A05-0101B-1	(Old Part # MJ12-1VA-NAA-2)	$ 979.95
2" Flg.	M23-A00-A05-0101B-1	(Old Part # MJ13-1VA-NAA-2)	$ 1,100.65

Note: Change the A shown in the part number to B for CF. Example xxx-xxx-Bxx-xxxxx-x= CF

PD Meter Lead Free Body w/Bronze Bottom w/AccuLinx Encoder

			List
5/8"	P11-A31-A05-0101B-1	(Old Part # PD04-1VA-NAA-2)	$ 242.23
5/8" x 3/4"	P12-A31-A05-0101B-1	(Old Part # PD05-1VA-NAA-2)	$ 242.23
3/4" (7-1/2")	P13-A31-A05-0101B-1	(Old Part # PD06-1VA-NAA-2)	$ 315.05
3/4" X 9"	P14-A31-A05-0101B-1	(Old Part # PD07-1VA-NAA-2)	$ 335.55
3/4" X 9" X 1"	P15-A31-A05-0101B-1	(Old Part # PD08-1VA-NAA-2)	$ 344.08
1"	P16-A31-A05-0101B-1	(Old Part # PD09-1VA-NAA-2)	$ 492.45

PD Meter Lead Free Body w/Plastic Bottom w/AccuLinx Encoder

			List
5/8"	P11-A11-A05-0101B-1	(Old Part # PD04-1VA-CAA-2)	$ 229.00
5/8" x 3/4"	P12-A11-A05-0101B-1	(Old Part # PD05-1VA-CAA-2)	$ 229.00
3/4" (7-1/2")	P13-A11-A05-0101B-1	(Old Part # PD06-1VA-CAA-2)	$ 293.08
3/4" X 9"	P14-A11-A05-0101B-1	(Old Part # PD07-1VA-CAA-2)	$ 312.83
3/4" X 9" X 1"	P15-A11-A05-0101B-1	(Old Part # PD08-1VA-CAA-2)	$ 321.38
1"	P16-A11-A05-0101B-1	(Old Part # PD09-1VA-CAA-2)	$ 449.28

PD Meter Lead Free Body w/Cast Iron Bottom w/AccuLinx Encoder

			List
5/8"	P11-A21-A05-0101B-1	(Old Part # PD04-1VA-FAA-2)	$ 229.48
5/8" x 3/4"	P12-A21-A05-0101B-1	(Old Part # PD05-1VA-FAA-2)	$ 229.48
3/4" (7-1/2")	P13-A21-A05-0101B-1	(Old Part # PD06-1VA-FAA-2)	$ 290.85
3/4" X 9"	P14-A21-A05-0101B-1	(Old Part # PD07-1VA-FAA-2)	$ 310.55
3/4" X 9" X 1"	P15-A21-A05-0101B-1	(Old Part # PD08-1VA-FAA-2)	$ 319.08
1"	P16-A21-A05-0101B-1	(Old Part # PD09-1VA-FAA-2)	$ 444.70

1-1/2" & 2" PD Meters Lead Free Body w/AccuLinx Encoder

			List
1-1/2" Thd.	P25-A00-A05-0101B-1	(Old Part # PD10-1VA-NAA-2)	$ 1,056.35
1-1/2" Flg.	P21-A00-A05-0101B-1	(Old Part # PD11-1VA-NAA-2)	$ 1,173.73
2" Thd.	P26-A00-A05-0101B-1	(Old Part # PD12-1VA-NAA-2)	$ 1,305.50
2" Flg.	P23-A00-A05-0101B-1	(Old Part # PD13-1VA-NAA-2)	$ 1,477.10

Note: Change the A shown in the part number to B for CF. Example xxx-xxx-Bxx-xxxxx-x= CF

Turbine Meter w/Lead Free Body w/Acculinx Encoder

			List
2"	T31-A1-A05-0101B-1	(Old Part # TM13-1VA-NAA-2)	$ 1,451.15
3"	T32-A1-A05-0101B-1	(Old Part # TM14-1VA-NAA-2)	$ 2,022.85
4"	T33-A1-A05-0101B-1	(Old Part # TM15-1VA-NAA-2)	$ 2,745.78
6"	T34-A1-A05-0101B-1	(Old Part # TM16-1VA-NAA-2)	$ 4,299.28
8"	T35-A1-A05-0101B-1	(Old Part # TM17-1VA-NAA-2)	$ 6,465.15

Turbine Meter w/Lead Free Body w/Acculinx Encoder w/Strainer

			List
2"	T31-A2-A05-0101B-1	(Old Part # TM13-1VA-NLA-2)	$ 2,042.89
3"	T32-A2-A05-0101B-1	(Old Part # TM14-1VA-NLA-2)	$ 3,208.07
4"	T33-A2-A05-0101B-1	(Old Part # TM15-1VA-NLA-2)	$ 4,560.59
6"	T34-A2-A05-0101B-1	(Old Part # TM16-1VA-NLA-2)	$ 6,982.58
8"	T35-A5-A05-0101B-1	(Old Part # TM17-1VA-NLA-2)	$ 10,079.47

Note: Change the A shown in the part number to B for CF. Example xxx-xx-bxx-xxxxx-x = CF

Turbine Meters w/Cast Iron Bodies w/Acculinx Encoder

			List
2"	W31-E1-A05-0101B-1	(Old Part # WS13-1VA-JAA-2)	$ 818.28
3"	W32-E1-A05-0101B-1	(Old Part # WS14-1VA-JAA-2)	$ 1,221.18
4"	W33-E1-A05-0101B-1	(Old Part # WS15-1VA-JAA-2)	$ 1,661.13
6"	W34-E1-A05-0101B-1	(Old Part # WS16-1VA-JAA-2)	$ 2,891.05
8"	W35-E1-A05-0101B-1	(Old Part # WS17-1VA-JAA-2)	$ 3,650.65
10"	W36-E1-A05-0101B-1	(Old Part # WS18-1VA-JAA-2)	$ 6,421.08
12"	W37-E1-A05-0101B-1	(Old Part # WS19-1VA-JAA-2)	$ 8,941.20

Turbine Meters w/Cast Iron Bodies w/Acculinx Encoder w/Strainer (Lead Free Str. 2- 6")

			List
2"	W31-E2-A05-0101B-1	(Old Part # WS13-1VA-JLA-2)	$ 1,410.02
3"	W32-E2-A05-0101B-1	(Old Part # WS14-1VA-JLA-2)	$ 2,406.40
4"	W33-E2-A05-0101B-1	(Old Part # WS15-1VA-JLA-2)	$ 3,475.94
6"	W34-E2-A05-0101B-1	(Old Part # WS16-1VA-JLA-2)	$ 5,574.35
8"	W35-E5-A05-0101B-1	(Old Part # WS17-1VA-JJA-2)	$ 7,264.97
10"	W36-E5-A05-0101B-1	(Old Part # WS18-1VA-JJA-2)	Contact MM
12"	W37-E5-A05-0101B-1	(Old Part # WS19-1VA-JJA-2)	Contact MM

Note: Change the A shown in the part number to B for CF. Example xxx-xx-bxx-xxxxx-x = CF

DB Compound Meter w/Lead Free Body w/Acculinx Encoder

			List
2"	D31-A1-A05-0101B-1	(Old Part # DC13-1VA-NAB-2)	$ 3,200.10
3"	D32-A1-A05-0101B-1	(Old Part # DC14-1VA-NAB-2)	$ 4,105.70
4"	D33-A1-A05-0101B-1	(Old Part # DC15-1VA-NAB-2)	$ 5,273.25
6"	D34-A1-A05-0101B-1	(Old Part # DC16-1VA-NAA-2)	$ 9,464.58

DB Compound Meter w/Lead Free Body w/Acculinx Encoder w/Strainer

			List
2"	D31-A2-A05-0101B-1	(Old Part # DC13-1VA-NLB-2)	$ 3,791.84
3"	D32-A2-A05-0101B-1	(Old Part # DC14-1VA-NLB-2)	$ 5,290.92
4"	D33-A2-A05-0101B-1	(Old Part # DC15-1VA-NLB-2)	$ 7,088.06
6"	D34-A2-A05-0101B-1	(Old Part # DC16-1VA-NLA-2)	$ 12,147.88

Note: Change the A shown in the part number to B for CF. Example xxx-xx-bxx-xxxxx-x = CF

Lead Free Strainer When Purchased Separate

			List
2"	907-200-TSA-LF	Lead Free Body	$ 622.88
3"	907-300-TSA-LF	Lead Free Body	$ 1,247.60
4"	907-400-TSA-LF	Lead Free Body	$ 1,910.33
6"	907-600-TSA-LF	Lead Free Body	$ 2,824.53
8"	907-800-TS-LF	Coated Steel (9" Laying Length)	$ 3,804.55

Acculinx Encoder Registers w/Glass Lens and Screw Terminals		List
Contact MM	5/8" thru 1"	$ 162.88
Contact MM	1-1/2" thru 12"	$ 179.15

Note: Acculinx Register includes Register Housing, Shroud and Stopper Pin

Acculinx Register Housing and Shrouds		List
209-221-09	Plastic Register Housing for Acculinx	$ 8.50
258-242-09	Plastic Shroud for Glass Lens AccuLinx	$ 19.50
258-242-39	Plastic Shroud for Plastic Lens AccuLinx	$ 19.50
266-026-09	Stopper Pin for Shroud	$ 1.25

Parts needed to retrofit existing 1-1/2" & 2" MJ Meters with Acculinx registers		
258-202-20	Cover ring machined for acculinx cup	$ 24.60
231-423-20	Sliding Ring for 1.5" – 2" MJ acculinx	$ 1.70
231-428-40	Pressure Ring for 1.5" – 2" MJ acculinx	$ 11.00

Add-on price to Acculinx Register w/Glass Lens		List
Contact MM	Connected to 5' Wire	$ 5.25
Contact MM	Connected to 20' Wire	$ 21.00
Contact MM	w/5' Itron Connector	$ 33.35
Contact MM	w/20' Itron Connector	$ 50.00
Contact MM	6' Cable Connected to 3G XTR for Encoder	$ 208.35
Contact MM	20' Cable Connected to 3G XTR for Encoder	$ 218.75
Contact MM	Connected to Sensus Read Pad	$ 37.50
Contact MM	w/5' Nicor Connector	$ 33.35

Note; Two each of items above required for Dual Body Compound Meters

Miscellaneous AccuLinx Accessories (When ordered Seperately)		List
975-009-26	Wall Mount Read Pad w/Screws Master Meter Version	$ 9.10
912-153-DCR3	1000' roll of Wire 3 Conductor	$ 681.83
TP6'	Sensus Read Pad w/6' cable	$ 37.50
TP20'	Sensus Read Pad w/20' cable	$ 52.13
TR/PL	Sensus Pit Lid Module	$ 45.83
39A	Sensus Wall Mount Touchpad	$ 36.05
912-153-DC3	Additional wire for Encoder Module	$ 1.05

BLMJ Meter Lead Free Body w/Bronze Bottom w/Standard Registers

			List
5/8"	B11-A31-A03-0101A-1	(Old Part # BL04-5AA-NAA-2)	$ 120.48
5/8" x 3/4"	B12-A31-A03-0101A-1	(Old Part # BL05-5AA-NAA-2)	$ 120.48
3/4" (7-1/2")	B13-A31-A03-0101A-1	(Old Part # BL06-5AA-NAA-2)	$ 143.73
3/4" x 9"	B14-A31-A03-0101A-1	(Old Part # BL07-5AA-NAA-2)	$ 162.10
3/4" x9" x 1"	B15-A31-A03-0101A-1	(Old Part # BL08-5AA-NAA-2)	$ 179.65
1"	B16-A31-A03-0101A-1	(Old Part # BL09-5AA-NAA-2)	$ 252.30

BLMJ Meter Lead Free Body w/Plastic Bottom w/Standard Registers

			List
5/8"	B11-A11-A03-0101A-1	(Old Part # BL04-5AA-CAA-2)	$ 113.73
5/8" x 3/4"	B12-A11-A03-0101A-1	(Old Part # BL05-5AA-CAA-2)	$ 113.73
3/4" (7-1/2")	B13-A11-A03-0101A-1	(Old Part # BL06-5AA-CAA-2)	$ 135.83
3/4" x 9"	B14-A11-A03-0101A-1	(Old Part # BL07-5AA-CAA-2)	$ 153.65
3/4" x9" x 1"	B15-A11-A03-0101A-1	(Old Part # BL08-5AA-CAA-2)	$ 171.03
1"	B16-A11-A03-0101A-1	(Old Part # BL09-5AA-CAA-2)	$ 242.03

BLMJ Meter Lead Free Body w/Cast Iron Bottom w/Standard Registers

			List
5/8"	B11-A21-A03-0101A-1	(Old Part # BL04-5AA-FAA-2)	$ 112.30
5/8" x 3/4"	B12-A21-A03-0101A-1	(Old Part # BL05-5AA-FAA-2)	$ 112.30
3/4" (7-1/2")	B13-A21-A03-0101A-1	(Old Part # BL06-5AA-FAA-2)	$ 134.18
3/4" x 9"	B14-A21-A03-0101A-1	(Old Part # BL07-5AA-FAA-2)	$ 151.88
3/4" x9" x 1"	B15-A21-A03-0101A-1	(Old Part # BL08-5AA-FAA-2)	$ 169.23
1"	B16-A21-A03-0101A-1	(Old Part # BL09-5AA-FAA-2)	$ 239.88

Note: Change the A shown in the part number to B or CF. Example xxx-xxx-Bxx-xxxxx-x = CF

1-1/2" & 2" MJ (MS) Meter Lead Free Body w/Standard Registers

			List
1-1/2" Thd.	M22-A00-A03-0101A-1	(Old Part # MJ10-1AA-NAA-2)	$ 557.98
1-1/2" Flg.	M21-A00-A03-0101A-1	(Old Part # MJ11-1AA-NAA-2)	$ 722.80
2" Thd.	M24-A00-A03-0101A-1	(Old Part # MJ12-1AA-NAA-2)	$ 891.40
2" Flg.	M23-A00-A03-0101A-1	(Old Part # MJ13-1AA-NAA-2)	$ 1,012.10

Note: Change the A shown in the part number to B or CF. Example xxx-xxx-Bxx-xxxxx-x = CF

PD Meter Lead Free Body w/Bronze Bottom w/Standard Registers

			List
5/8"	P11-A31-A03-0101A-1	(Old Part # PD04-5AA-NAA-2)	$ 137.23
5/8" x 3/4"	P12-A31-A03-0101A-1	(Old Part # PD05-5AA-NAA-2)	$ 137.23
3/4" (7-1/2")	P13-A31-A03-0101A-1	(Old Part # PD06-5AA-NAA-2)	$ 206.45
3/4" x 9"	P14-A31-A03-0101A-1	(Old Part # PD07-5AA-NAA-2)	$ 216.63
3/4" x 9" x 1"	P15-A31-A03-0101A-1	(Old Part # PD08-5AA-NAA-2)	$ 225.30
1"	P16-A31-A03-0101A-1	(Old Part # PD09-5AA-NAA-2)	$ 389.40

PD Meter Lead Free Body w/Plastic Bottom w/Standard Registers

			List
5/8"	P11-A11-A03-0101A-1	(Old Part # PD04-5AA-CAA-2)	$ 124.00
5/8" x 3/4"	P12-A11-A03-0101A-1	(Old Part # PD05-5AA-CAA-2)	$ 124.00
3/4" (7-1/2")	P13-A11-A03-0101A-1	(Old Part # PD06-5AA-CAA-2)	$ 183.38
3/4" x 9"	P14-A11-A03-0101A-1	(Old Part # PD07-5AA-CAA-2)	$ 193.55
3/4" x 9" x 1"	P15-A11-A03-0101A-1	(Old Part # PD08-5AA-CAA-2)	$ 202.20
1"	P16-A11-A03-0101A-1	(Old Part # PD09-5AA-CAA-2)	$ 343.95

PD Meter Lead Free Body w/Cast Iron Bottom w/Standard Registers

			List
5/8"	P11-A21-A03-0101A-1	(Old Part # PD04-5AA-FAA-2)	$ 124.48
5/8" x 3/4"	P12-A21-A03-0101A-1	(Old Part # PD05-5AA-FAA-2)	$ 124.48
3/4" (7-1/2")	P13-A21-A03-0101A-1	(Old Part # PD06-5AA-FAA-2)	$ 181.05
3/4" x 9"	P14-A21-A03-0101A-1	(Old Part # PD07-5AA-FAA-2)	$ 191.20
3/4" x 9" x 1"	P15-A21-A03-0101A-1	(Old Part # PD08-5AA-FAA-2)	$ 199.88
1"	P16-A21-A03-0101A-1	(Old Part # PD09-5AA-FAA-2)	$ 339.13

Note: Change the 5 in the part number to 6 for CF. Example xxxx-6xx-xxx-x = CF

1-1/2" & 2"PD Meter Lead Free Body w/Standard Registers

			List
1-1/2" Thd..	P25-A00-A03-0101A-1	(Old Part # PD10-1AA-NAA-2)	$ 904.75
1-1/2" Flg.	P21-A00-A03-0101A-1	(Old Part # PD11-1AA-NAA-2)	$ 1,005.28
2" Thd.	P26-A00-A03-0101A-1	(Old Part # PD12-1AA-NAA-2)	$ 1,126.93
2" Flg.	P23-A00-A03-0101A-1	(Old Part # PD13-1AA-NAA-2)	$ 1,285.30

Note: Change the 1 in the part number to 2 for CF. Example xxxx-2xx-xxx-x = CF

Turbine Meter Lead Free Body w/Standard Registers

			List
2"	T31-A1-A03-0101A-1	(Old Part # TM13-1AD-NAA-2)	$ 1,374.85
3"	T32-A1-A03-0101A-1	(Old Part # TM14-1AD-NAA-2)	$ 1,947.03
4"	T33-A1-A03-0101A-1	(Old Part # TM15-1AD-NAA-2)	$ 2,677.83
6"	T34-A1-A03-0101A-1	(Old Part # TM16-1AD-NAA-2)	$ 4,223.43
8"	T35-A1-A03-0101A-1	(Old Part # TM17-1AD-NAA-2)	$ 6,389.30

Turbine Meter Lead Free Body w/Standard Registers w/Strainer

			List
2"	T31-A2-A03-0101A-1	(Old Part # TM13-1AD-NLA-2)	$ 1,966.59
3"	T32-A2-A03-0101A-1	(Old Part # TM14-1AD-NLA-2)	$ 3,132.25
4"	T33-A2-A03-0101A-1	(Old Part # TM15-1AD-NLA-2)	$ 4,492.64
6"	T34-A2-A03-0101A-1	(Old Part # TM16-1AD-NLA-2)	$ 6,906.73
8"	T35-A2-A03-0101A-1	(Old Part # TM17-1AD-NLA-2)	$ 10,003.62

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

Turbine Meter w/Cast Iron Bodies w/Standard Registers

			List
2"	W31-E1-A03-0101A-1	(Old Part # WS13-1AD-JAA-2)	$ 647.43
3"	W32-E1-A03-0101A-1	(Old Part # WS14-1AD-JAA-2)	$ 1,050.30
4"	W33-E1-A03-0101A-1	(Old Part # WS15-1AD-JAA-2)	$ 1,463.70
6"	W34-E1-A03-0101A-1	(Old Part # WS16-1AD-JAA-2)	$ 2,663.23
8"	W35-E1-A03-0101A-1	(Old Part # WS17-1AD-JAA-2)	$ 3,422.85
10"	W36-E1-A03-0101A-1	(Old Part # WS18-1AD-JAA-2)	$ 6,187.25
12"	W37-E1-A03-0101A-1	(Old Part # WS19-1AD-JAA-2)	$ 8,679.88

Turbine Meter w/Cast Iron Bodies w/Standard Registers w/Strainers (Lead Free Str. 2- 6")

			List
2"	W31-E2-A03-0101A-1	(Old Part # WS13-1AD-JLA-2)	$ 1,239.17
3"	W32-E2-A03-0101A-1	(Old Part # WS14-1AD-JLA-2)	$ 2,235.52
4"	W33-E2-A03-0101A-1	(Old Part # WS15-1AD-JLA-2)	$ 3,278.51
6"	W34-E2-A03-0101A-1	(Old Part # WS16-1AD-JLA-2)	$ 5,346.53
8"	W35-E5-A03-0101A-1	(Old Part # WS17-1AD-JJA-2)	$ 7,037.17
10"	W36-E5-A05-0101B-1	(Old Part # WS18-1VA-JJA-2)	Contact MM
12"	W37-E5-A05-0101B-1	(Old Part # WS19-1VA-JJA-2)	Contact MM

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

DB Compound Meter w/Lead Free Body w/Standard Registers

			List
2"	D31-A1-A03-0101A-1	(Old Part # DC13-1AD-NAB-2)	$ 2,960.25
3"	D32-A1-A03-0101A-1	(Old Part # DC14-1AD-NAB-2)	$ 3,865.88
4"	D33-A1-A03-0101A-1	(Old Part # DC15-1AD-NAB-2)	$ 4,999.13
6"	D34-A1-A03-0101A-1	(Old Part # DC16-1AD-NAA-2)	$ 9,233.35

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

DB Compound Meter w/Lead Free Body w/Standard Registers w/Strainers

			List
2"	D31-A2-A03-0101A-1	(Old Part # DC13-1AD-NLB-2)	$ 3,551.99
3"	D32-A2-A03-0101A-1	(Old Part # DC14-1AD-NLB-2)	$ 5,051.10
4"	D33-A2-A03-0101A-1	(Old Part # DC15-1AD-NLB-2)	$ 6,813.94
6"	D34-A2-A03-0101A-1	(Old Part # DC16-1AD-NLA-2)	$ 11,916.65

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF

3" Fire Hydrant Meter w/Standard Registers

			List
3" With Couplings	H31-A1-A03-A1	(Old Part # FH14-1AA-IAA-2)	$ 1,291.68
3" Less Couplings	H31-B1-A03-A1	(Old Part # FH14-1AA-IOA-2)	$ 1,038.48

Brass Fire Hydrant Meter Adapters and Valves

			List
	905-2-ADPT	2-1/2" Female NST x 2" Male NPT	$ 46.88
	905-2-GV	2" Brass Gate Valve	$ 271.75

Hot Water MJ Meters Lead Free Body w/Standard Registers

			List
5/8"	H11-A31-A03-0101A-1	(Old Part # MJ04-1AA-NAD-2)	$ 239.78
5/8" X 3/4"	H12-A31-A03-0101A-1	(Old Part # MJ05-1AA-NAD-2)	$ 239.78
3/4" (7-1/2")	H13-A31-A03-0101A-1	(Old Part # MJ06-1AA-NAD-2)	$ 252.00
1"	H16-A31-A03-0101A-1	(Old Part # MJ09-1AA-NAD-2)	$ 369.68

Note: Change the A shown in the part number to B or CF. Example xxx-xxx-Bxx-xxxxx-x = CF

Meter Coupling - Lead Free (Price per each)

			List
1/2" (EACH)*	901-1/2-CPL-N/L	Lead Free Meter Couplings	$ 21.13
3/4" (EACH)*	902-3/4-CPL-N/L	Lead Free Meter Couplings	$ 24.45
1" (EACH)*	903-1-CPL-N/L	Lead Free Meter Couplings	$ 32.55
1-1/2" (EACH)*	904-1.5-CPL-N/L	Lead Free Meter Couplings	$ 106.75
2" (EACH)*	905-2-CPL-N/L	Lead Free Meter Couplings	$ 148.75

Meter Companion Flanges (Priced per pair)

		List
1-1/2" Lead Free Bronze Oval*	FLG-1.5-OBR	$ 208.95
1-1/2" Cast Iron Oval*	FLG-1.5-OCI	$ 67.38
2" Lead Free Bronze Oval*	FLG-2-OBR	$ 213.38
2" Cast Iron Oval*	FLG-2-OCI	$ 73.85
2" Cast Iron Round*	FLG-2-RCI	$ 123.00
3" Cast Iron Round*	FLG-3	$ 261.75
4" Cast Iron Round*	FLG-4	$ 301.25
6" Cast Iron Round*	FLG-6	$ 355.23
8" Cast Iron Round*	FLG-8	$ 742.73
10" & 12" Cast Iron Round*	Contact MM	

**** PRICE INCLUDES METER GASKET OR GASKETS.***

Lead Free Strainer When Purchased Separate

			List
2"	907-200-TSA-LF	Lead Free Body	$ 622.88
3"	907-300-TSA-LF	Lead Free Body	$ 1,247.60
4"	907-400-TSA-LF	Lead Free Body	$ 1,910.33
6"	907-600-TSA-LF	Lead Free Body	$ 2,824.53
8"	907-800-TS-LF	Coated Steel (9" Laying Length)	$ 3,804.55

Miscellaneous Instruments and Counters

			List
	912-100-KAL	Panel Mount LCD Counter	$ 141.83
	912-110-CON	GFC110-D (NFC) Rate of flow and totalizer	$ 1,260.00
	VL9	Remote Reader w/Encoder input	$ 280.00
	VL9-S	Remote Reader w/Pulse input	$ 312.50

Standard Replacement Registers

			List
	Contact MM	5/8"-1" Std. Registers BLMJ & PD	$ 32.50
	Contact MM	1-1/2"- 2" Std. Registers MJ & PD	$ 66.40
	Contact MM	2"-12" Std.Registers Turbines	$ 90.75

BLMJ Meter Lead Free Body w/Bronze Bottom w/IP68 - Plus Register

			List
5/8" 1/10 Gal Pulse	B11-A31-A04-0212B-1	(Old Part # BL04-11G-NAA-2)	$ 173.00
5/8" 1 Gal Pulse	B11-A31-A04-0312B-1	(Old Part # BL04-11H-NAA-2)	$ 173.00
5/8" 10 Gal Pulse	B11-A31-A04-0412B-1	(Old Part # BL04-11I-NAA-2)	$ 173.00
5/8" x 3/4" 1/10 Gal Pulse	B12-A31-A04-0212B-1	(Old Part # BL05-11G-NAA-2)	$ 173.00
5/8" x 3/4" 1 Gal Pulse	B12-A31-A04-0312B-1	(Old Part # BL05-11H-NAA-2)	$ 173.00
5/8" x 3/4" 10 Gal Pulse	B12-A31-A04-0412B-1	(Old Part # BL05-11I-NAA-2)	$ 173.00
3/4" x 7-1/2" 1 Gal Pulse	B13-A31-A04-0312B-1	(Old Part # BL06-11H-NAA-2)	$ 186.38
3/4" x 7-1/2" 10 Gal Pulse	B13-A31-A04-0412B-1	(Old Part # BL06-11I-NAA-2)	$ 186.38
3/4" x 7-1/2" 100 Gal Pulse	B13-A31-A04-0512B-1	(Old Part # BL06-11J-NAA-2)	$ 186.38
3/4" x 9" 1 Gal Pulse	B14-A31-A04-0312B-1	(Old Part # BL07-11H-NAA-2)	$ 210.88
3/4" x 9" 10 Gal Pulse	B14-A31-A04-0412B-1	(Old Part # BL07-11I-NAA-2)	$ 210.88
3/4" x 9" 100 Gal Pulse	B14-A31-A04-0512B-1	(Old Part # BL07-11J-NAA-2)	$ 210.88
3/4" x 9"x1" 1 Gal Pulse	B15-A31-A04-0312B-1	(Old Part # BL08-11H-NAA-2)	$ 222.70
3/4" x 9"x1" 10 Gal Pulse	B15-A31-A04-0412B-1	(Old Part # BL08-11I-NAA-2)	$ 222.70
3/4" x 9"x1" 100 Gal Pulse	B15-A31-A04-0512B-1	(Old Part # BL08-11J-NAA-2)	$ 222.70
1" 1 Gal Pulse	B16-A31-A04-0312B-1	(Old Part # BL09-11H-NAA-2)	$ 279.60
1" 10 Gal Pulse	B16-A31-A04-0412B-1	(Old Part # BL09-11I-NAA-2)	$ 279.60
1" 100 Gal Pulse	B16-A31-A04-0512B-1	(Old Part # BL09-11J-NAA-2)	$ 279.60

BLMJ Meter Lead Free Body w/Plastic Bottom w/IP68 - Plus Register

			List
5/8" 1/10 Gal Pulse	B11-A11-A04-0212B-1	(Old Part # BL04-11G-CAA-2)	$ 164.58
5/8" 1 Gal Pulse	B11-A11-A04-0312B-1	(Old Part # BL04-11H-CAA-2)	$ 164.58
5/8" 10 Gal Pulse	B11-A11-A04-0412B-1	(Old Part # BL04-11I-CAA-2)	$ 164.58
5/8" x 3/4" 1/10 Gal Pulse	B12-A11-A04-0212B-1	(Old Part # BL05-11G-CAA-2)	$ 164.58
5/8" x 3/4" 1 Gal Pulse	B12-A11-A04-0312B-1	(Old Part # BL05-11H-CAA-2)	$ 164.58
5/8" x 3/4" 10 Gal Pulse	B12-A11-A04-0412B-1	(Old Part # BL05-11I-CAA-2)	$ 164.58
3/4" x 7-1/2" 1 Gal Pulse	B13-A11-A04-0312B-1	(Old Part # BL06-11H-CAA-2)	$ 177.45
3/4" x 7-1/2" 10 Gal Pulse	B13-A11-A04-0412B-1	(Old Part # BL06-11I-CAA-2)	$ 177.45
3/4" x 7-1/2" 100 Gal Pulse	B13-A11-A04-0512B-1	(Old Part # BL06-11J-CAA-2)	$ 177.45
3/4" x 9" 1 Gal Pulse	B14-A11-A04-0312B-1	(Old Part # BL07-11H-CAA-2)	$ 201.20
3/4" x 9" 10 Gal Pulse	B14-A11-A04-0412B-1	(Old Part # BL07-11I-CAA-2)	$ 201.20
3/4" x 9" 100 Gal Pulse	B14-A11-A04-0512B-1	(Old Part # BL07-11J-CAA-2)	$ 201.20
3/4" x 9"x1" 1 Gal Pulse	B15-A11-A04-0312B-1	(Old Part # BL08-11H-CAA-2)	$ 213.23
3/4" x 9"x1" 10 Gal Pulse	B15-A11-A04-0412B-1	(Old Part # BL08-11I-CAA-2)	$ 213.23
3/4" x 9"x1" 100 Gal Pulse	B15-A11-A04-0512B-1	(Old Part # BL08-11J-CAA-2)	$ 213.23
1" 1 Gal Pulse	B16-A11-A04-0312B-1	(Old Part # BL09-11H-CAA-2)	$ 263.58
1" 10 Gal Pulse	B16-A11-A04-0412B-1	(Old Part # BL09-11I-CAA-2)	$ 263.58
1" 100 Gal Pulse	B16-A11-A04-0512B-1	(Old Part # BL09-11J-CAA-2)	$ 263.58

BLMJ Meter Lead Free Body w/Cast Iron Bottom w/IP68 - Plus Register

			List
5/8" 1/10 Gal Pulse	B11-A21-A04-0212B-1	(Old Part # BL04-11G-FAA-2)	$ 162.78
5/8" 1 Gal Pulse	B11-A21-A04-0312B-1	(Old Part # BL04-11H-FAA-2)	$ 162.78
5/8" 10 Gal Pulse	B11-A21-A04-0412B-1	(Old Part # BL04-11I-FAA-2)	$ 162.78
5/8" x 3/4" 1/10 Gal Pulse	B12-A21-A04-0212B-1	(Old Part # BL05-11G-FAA-2)	$ 162.78
5/8" x 3/4" 1 Gal Pulse	B12-A21-A04-0312B-1	(Old Part # BL05-11H-FAA-2)	$ 162.78
5/8" x 3/4" 10 Gal Pulse	B12-A21-A04-0412B-1	(Old Part # BL05-11I-FAA-2)	$ 162.78
3/4" x 7-1/2" 1 Gal Pulse	B13-A21-A04-0312B-1	(Old Part # BL06-11H-FAA-2)	$ 175.58
3/4" x 7-1/2" 10 Gal Pulse	B13-A21-A04-0412B-1	(Old Part # BL06-11I-FAA-2)	$ 175.58
3/4" x 7-1/2" 100 Gal Pulse	B13-A21-A04-0512B-1	(Old Part # BL06-11J-FAA-2)	$ 175.58
3/4" x 9" 1 Gal Pulse	B14-A21-A04-0312B-1	(Old Part # BL07-11H-FAA-2)	$ 199.20
3/4" x 9" 10 Gal Pulse	B14-A21-A04-0412B-1	(Old Part # BL07-11I-FAA-2)	$ 199.20
3/4" x 9" 100 Gal Pulse	B14-A21-A04-0512B-1	(Old Part # BL07-11J-FAA-2)	$ 199.20
3/4" x 9"x1" 1 Gal Pulse	B15-A21-A04-0312B-1	(Old Part # BL08-11H-FAA-2)	$ 211.25
3/4" x 9"x1" 10 Gal Pulse	B15-A21-A04-0412B-1	(Old Part # BL08-11I-FAA-2)	$ 211.25
3/4" x 9"x1" 100 Gal Pulse	B15-A21-A04-0512B-1	(Old Part # BL08-11J-FAA-2)	$ 211.25
1" 1 Gal Pulse	B16-A21-A04-0312B-1	(Old Part # BL09-11H-FAA-2)	$ 267.15
1" 10 Gal Pulse	B16-A21-A04-0412B-1	(Old Part # BL09-11I-FAA-2)	$ 267.15
1" 100 Gal Pulse	B16-A21-A04-0512B-1	(Old Part # BL09-11J-FAA-2)	$ 267.15

1-1/2" & 2" MJ Meter Lead Free Body - w/Contact Head Registers

			List
1-1/2" Thd. 1 Gal Pulse	M22-A00-A04-0312B-1	(Old Part # MJ10-1CH-NAA-2)	$ 584.08
1-1/2" Thd. 10 Gal Pulse	M22-A00-A04-0412B-1	(Old Part # MJ10-1CI-NAA-2)	$ 584.05
1-1/2" Thd. 100 Gal Pulse	M22-A00-A04-0512B-1	(Old Part # MJ10-1CJ-NAA-2)	$ 584.08
1-1/2" Flg. 1 Gal Pulse	M21-A00-A04-0312B-1	(Old Part # MJ11-1CH-NAA-2)	$ 776.00
1-1/2" Flg. 10 Gal Pulse	M21-A00-A04-0412B-1	(Old Part # MJ11-1CI-NAA-2)	$ 776.00
1-1/2" Flg. 100 Gal Pulse	M21-A00-A04-0512B-1	(Old Part # MJ11-1CJ-NAA-2)	$ 776.00
2" Thd. 1 Gal Pulse	M24-A00-A04-0312B-1	(Old Part # MJ12-1CH-NAA-2)	$ 947.55
2" Thd. 10 Gal Pulse	M24-A00-A04-0412B-1	(Old Part # MJ12-1CI-NAA-2)	$ 947.55
2" Thd. 100 Gal Pulse	M24-A00-A04-0512B-1	(Old Part # MJ12-1CJ-NAA-2)	$ 947.55
2" Flg. 1 Gal Pulse	M23-A00-A04-0312B-1	(Old Part # MJ13-1CH-NAA-2)	$ 1,070.33
2" Flg. 10 Gal Pulse	M23-A00-A04-0412B-1	(Old Part # MJ13-1CI-NAA-2)	$ 1,070.33
2" Flg. 100 Gal Pulse	M23-A00-A04-0512B-1	(Old Part # MJ13-1CJ-NAA-2)	$ 1,070.33

Note: Contact Head Registers with plastic lens are not suitable for pit set application.

Turbine Meter Lead Free Body w/IP68 - Plus Register

			List
2" 10 Gal Pulse	T31-A1-A04-0412B-1	(Old Part # TM13-11I-NAA-2)	$ 1,378.70
2" 100 Gal Pulse	T31-A1-A04-0512B-1	(Old Part # TM13-11J-NAA-2)	$ 1,378.70
2" 1000 Gal Pulse	T31-A1-A04-0612B-1	(Old Part # TM13-11K-NAA-2)	$ 1,378.70
3" 10 Gal Pulse	T32-A1-A04-0412B-1	(Old Part # TM14-11I-NAA-2)	$ 1,945.43
3" 100 Gal Pulse	T32-A1-A04-0512B-1	(Old Part # TM14-11J-NAA-2)	$ 1,945.43
3" 1000 Gal Pulse	T32-A1-A04-0612B-1	(Old Part # TM14-11K-NAA-2)	$ 1,945.43
4" 10 Gal Pulse	T33-A1-A04-0412B-1	(Old Part # TM15-11 I-NAA-2)	$ 2,676.20
4" 100 Gal Pulse	T33-A1-A04-0512B-1	(Old Part # TM15-11J-NAA-2)	$ 2,676.20
4" 1000 Gal Pulse	T33-A1-A04-0612B-1	(Old Part # TM15-11K-NAA-2)	$ 2,676.20
6" 100 Gal Pulse	T34-A1-A04-0512B-1	(Old Part # TM16-11J-NAA-2)	$ 4,221.85
6" 1000 Gal Pulse	T34-A1-A04-0612B-1	(Old Part # TM16-11K-NAA-2)	$ 4,221.85
6" 10000 Gal Pulse	T34-A1-A04-0712B-1	(Old Part # TM16-11L-NAA-2)	$ 4,221.85
8" 100 Gal Pulse	T35-A1-A04-0512B-1	(Old Part # TM17-11J-NAA-2)	$ 6,387.73
8" 1000 Gal Pulse	T35-A1-A04-0612B-1	(Old Part # TM17-11K-NAA-2)	$ 6,387.73
8" 10000 Gal Pulse	T35-A1-A04-0712B-1	(Old Part # TM17-11L-NAA-2)	$ 6,387.73

Turbine Meter Lead Free Body w/IP68 - Plus Register w/Strainer

			List
2" 10 Gal Pulse	T31-A2-A04-0412B-1	(Old Part # TM13-11I-NLA-2)	$ 1,970.44
2" 100 Gal Pulse	T31-A2-A04-0512B-1	(Old Part # TM13-11J-NLA-2)	$ 1,970.44
2" 1000 Gal Pulse	T31-A2-A04-0612B-1	(Old Part # TM13-11K-NLA-2)	$ 1,970.44
3" 10 Gal Pulse	T32-A2-A04-0412B-1	(Old Part # TM14-11I-NLA-2)	$ 3,130.65
3" 100 Gal Pulse	T32-A2-A04-0512B-1	(Old Part # TM14-11J-NLA-2)	$ 3,130.65
3" 1000 Gal Pulse	T32-A2-A04-0612B-1	(Old Part # TM14-11K-NLA-2)	$ 3,130.65
4" 10 Gal Pulse	T33-A2-A04-0412B-1	(Old Part # TM15-11 I-NLA-2)	$ 4,491.01
4" 100 Gal Pulse	T33-A2-A04-0512B-1	(Old Part # TM15-11J-NLA-2)	$ 4,491.01
4" 1000 Gal Pulse	T33-A2-A04-0612B-1	(Old Part # TM15-11K-NLA-2)	$ 4,491.01
6" 100 Gal Pulse	T34-A2-A04-0512B-1	(Old Part # TM16-11J-NLA-2)	$ 6,905.15
6" 1000 Gal Pulse	T34-A2-A04-0612B-1	(Old Part # TM16-11K-NLA-2)	$ 6,905.15
6" 10000 Gal Pulse	T34-A2-A04-0712B-1	(Old Part # TM16-11L-NLA-2)	$ 6,905.15
8" 100 Gal Pulse	T35-A1-A04-0512B-1	(Old Part # TM17-11J-NLA-2)	$ 10,002.05
8" 1000 Gal Pulse	T35-A1-A04-0612B-1	(Old Part # TM17-11K-NLA-2)	$ 10,002.05
8" 10000 Gal Pulse	T35-A1-A04-0712B-1	(Old Part # TM17-11L-NLA-2)	$ 10,002.05

Turbine Meter w/Cast Iron Body w/IP68 - Plus Register

			List
2" 10 Gal Pulse	W31-E1-A04-0412B-1	(Old Part # WS13-11I-JAA-2)	$ 651.85
2" 100 Gal Pulse	W31-E1-A04-0512B-1	(Old Part # WS13-11J-JAA-2)	$ 651.85
2" 1000 Gal Pulse	W31-E1-A04-0612B-1	(Old Part # WS13-11K-JAA-2)	$ 651.85
3" 10 Gal Pulse	W32-E1-A04-0412B-1	(Old Part # WS14-11I-JAA-2)	$ 1,048.48
3" 100 Gal Pulse	W32-E1-A04-0512B-1	(Old Part # WS14-11J-JAA-2)	$ 1,048.48
3" 1000 Gal Pulse	W32-E1-A04-0612B-1	(Old Part # WS14-11K-JAA-2)	$ 1,048.48
4" 10 Gal Pulse	W33-E1-A04-0412B-1	(Old Part # WS15-11I-JAA-2)	$ 1,461.58
4" 100 Gal Pulse	W33-E1-A04-0512B-1	(Old Part # WS15-11J-JAA-2)	$ 1,461.58
4" 1000 Gal Pulse	W33-E1-A04-0612B-1	(Old Part # WS15-11K-JAA-2)	$ 1,461.58
6" 100 Gal Pulse	W34-E1-A04-0512B-1	(Old Part # WS16-11J-JAA-2)	$ 2,660.80
6" 1000 Gal Pulse	W34-E1-A04-0612B-1	(Old Part # WS16-11K-JAA-2)	$ 2,660.80
6" 10000 Gal Pulse	W34-E1-A04-0712B-1	(Old Part # WS16-11L-JAA-2)	$ 2,660.80
8" 100 Gal Pulse	W35-E1-A04-0512B-1	(Old Part # WS17-11J-JAA-2)	$ 3,420.40
8" 1000 Gal Pulse	W35-E1-A04-0612B-1	(Old Part # WS17-11K-JAA-2)	$ 3,420.40
8" 10000 Gal Pulse	W35-E1-A04-0712B-1	(Old Part # WS17-11L-JAA-2)	$ 3,420.40
10" 1000 Gal Pulse	W36-E1-A04-0612B-1	(Old Part # WS18-11K-JAA-2)	$ 6,184.75
10" 10000 Gal Pulse	W36-E1-A04-0712B-1	(Old Part # WS18-11L-JAA-2)	$ 6,184.75
12" 1000 Gal Pulse	W37-E1-A04-0612B-1	(Old Part # WS19-11K-JAA-2)	$ 8,677.08
12" 10000 Gal Pulse	W37-E1-A04-0712B-1	(Old Part # WS19-11L-JAA-2)	$ 8,677.08

Turbine Meter w/Cast Iron Body w/IP68 - Plus Register w/Strainer (Lead Free Str. 2- 6")

			List
2" 10 Gal Pulse	W31-E2-A04-0412B-1	(Old Part # WS13-11I-JLA-2)	$ 1,243.59
2" 100 Gal Pulse	W31-E2-A04-0512B-1	(Old Part # WS13-11J-JLA-2)	$ 1,243.59
2" 1000 Gal Pulse	W31-E2-A04-0612B-1	(Old Part # WS13-11K-JLA-2)	$ 1,243.59
3" 10 Gal Pulse	W32-E2-A04-0412B-1	(Old Part # WS14-11I-JLA-2)	$ 2,233.70
3" 100 Gal Pulse	W32-E2-A04-0512B-1	(Old Part # WS14-11J-JLA-2)	$ 2,233.70
3" 1000 Gal Pulse	W32-E2-A04-0612B-1	(Old Part # WS14-11K-JLA-2)	$ 2,233.70
4" 10 Gal Pulse	W33-E2-A04-0412B-1	(Old Part # WS15-11I-JLA-2)	$ 3,276.39
4" 100 Gal Pulse	W33-E2-A04-0512B-1	(Old Part # WS15-11J-JLA-2)	$ 3,276.39
4" 1000 Gal Pulse	W33-E2-A04-0612B-1	(Old Part # WS15-11K-JLA-2)	$ 3,276.39
6" 100 Gal Pulse	W34-E2-A04-0512B-1	(Old Part # WS16-11J-JLA-2)	$ 5,344.10
6" 1000 Gal Pulse	W34-E2-A04-0612B-1	(Old Part # WS16-11K-JLA-2)	$ 5,344.10
6" 10000 Gal Pulse	W34-E2-A04-0712B-1	(Old Part # WS16-11L-JLA-2)	$ 5,344.10
8" 100 Gal Pulse	W35-E5-A04-0512B-1	(Old Part # WS17-11J-JJA-2)	$ 7,034.72
8" 1000 Gal Pulse	W35-E5-A04-0612B-1	(Old Part # WS17-11K-JJA-2)	$ 7,034.72
8" 10000 Gal Pulse	W35-E5-A04-0712B-1	(Old Part # WS17-11L-JJA-2)	$ 7,034.72

Note: Change the A shown in the part number to B for CF. Example xxx-xx-Bxx-xxxxx-x = CF.

Hot Water MJ Meters Lead Free Body w/Contact Head Register

			List
~~5/8" 1/10 Gal Pulse~~	~~H11-A31-A07-0201B-1~~	~~(Old Part # MJ04-1CG-NAD-2)~~	~~$ 341.73~~
~~5/8" 1 Gal Pulse~~	~~H11-A31-A07-0301B-1~~	~~(Old Part # MJ04-1CH-NAD-2)~~	~~$ 341.73~~
~~5/8" 10 Gal Pulse~~	~~H11-A31-A07-0401B-1~~	~~(Old Part # MJ04-1CI-NAD-2)~~	~~$ 341.73~~
~~5/8" x 3/4" 1/10 Gal Pulse~~	~~H12-A31-A07-0201B-1~~	~~(Old Part # MJ05-1CG-NAD-2)~~	~~$ 341.75~~
~~5/8" x 3/4" 1 Gal Pulse~~	~~H12-A31-A07-0301B-1~~	~~(Old Part # MJ05-1CH-NAD-2)~~	~~$ 341.75~~
~~5/8" x 3/4" 10 Gal Pulse~~	~~H12-A31-A07-0401B-1~~	~~(Old Part # MJ05-1CI-NAD-2)~~	~~$ 341.75~~
~~3/4" x 7-1/2" 1 Gal Pulse~~	~~H13-A31-A07-0301B-1~~	~~(Old Part # MJ06-1CH-NAD-2)~~	~~$ 341.75~~
~~3/4" x 7-1/2" 10 Gal Pulse~~	~~H13-A31-A07-0401B-1~~	~~(Old Part # MJ06-1CI-NAD-2)~~	~~$ 341.75~~
~~3/4" x 7-1/2" 100 Gal Pulse~~	~~H13-A31-A07-0501B-1~~	~~(Old Part # MJ06-1CJ-NAD-2)~~	~~$ 341.75~~
~~1" 1 Gal Pulse~~	~~H16-A31-A07-0301B-1~~	~~(Old Part # MJ09-1CH-NAD-2)~~	~~$ 485.58~~
~~1" 10 Gal Pulse~~	~~H16-A31-A07-0401B-1~~	~~(Old Part # MJ09-1CI-NAD-2)~~	~~$ 485.58~~
~~1" 100 Gal Pulse~~	~~H16-A31-A07-0501B-1~~	~~(Old Part # MJ09-1CJ-NAD-2)~~	~~$ 485.58~~

Note: Contact Head Registers with plastic lens are not suitable for pit set application.

IP68-Plus Electrical Contact Head Register with Shroud & Stopper Pin		List
Contact MM	5/8" Thru 1" BLMJ & PD	$ 68.58
Contact MM	2" Thru 12" PD's & Turbines	$ 104.15

IP68-Plus Contact Head Register Assembly Parts		List
209-220-09	Plastic Register Housing	$ 5.50
258-251-09	Plastic Shroud	$ 10.50
266-026-09	Stopper Pin for Shroud	$ 2.50
906-012-29	IP 68 Reed Switch Assembly w/5' Wire	$ 21.25
Add-on price to IP68-Plus Registers		List
199-122-20	IP 68 Reed Switch w/20' Cable Connected to 3G XTR	$ 218.75
912-152-RC	Additional wire for Contact Head Register	$ 0.99

Note: Two each of items above required for Dual Body Compound Meters

Old Style Contact Head Register & Reed Switch Assembly for Replacement		List
Contact MM	5/8" Thru 1" for Cold Water Meters w/Switch	$ 173.35
Contact MM	1-1/2" Thru 12" for Cold Water Meters w/Switch	$ 286.35
Contact MM	5/8" Thru 1" for Hot Water Meters w/Switch	$ 340.00
Contact MM	1-1/2" Thru 12" for Hot water Meters w/Switch	$ 380.00
Contact MM	Reed Switch Assembly Only	$ 39.00

Note: Contact Head Registers with plastic lens are not suitable for pit set application.

Meter Type and Size	**US Gallons Per Switch Closure Options**		
5/8 - 5/8 x 3/4" MJ	0.1	1	10
3/4 - 1" MJ	1	10	100
1-1/2 - 2" MJ	1	10	100
2 - 4" Turbines	10	100	1,000
6 - 8" Turbines	100	1,000	10,000
10 -12" Turbines	1,000	10,000	100,000

Meter Type and Size	**Cubic Feet Per Switch Closure Options**		
5/8 - 1" MJ	.01	.1	1
3/4 -1 MJ	.1	1	10
1-1/2 - 2" MJ	.1	1	10
2 - 4" Turbines	1	10	100
6 - 8" Turbines	10	100	1,000
10 -12" Turbines	100	1,000	10,000

Octave® Price List

2" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
2" x 17"	O302-E1-D09	Octave Meter w/No module	$ 2,412.30
2" x 17"	O302-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 2,787.30
2" x 17"	O302-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 2,787.30
2" x 17"	O302-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 2,787.30
2" x 17"	O302-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 2,974.80
2" x 17"	O302-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 2,983.55
2" x 17"	O302-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 2,820.65
2" x 17"	O302-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 2,837.30
2" x 17"	O302-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 2,820.65
2" x 17"	O302-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 2,837.30
2" x 17"	O302-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 2,824.80
2" x 17"	O302-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 2,839.43

3" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
3 " x 12"	O303-E1-D09	Octave Meter w/No module	$ 2,735.85
3 " x 12"	O303-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 3,110.85
3 " x 12"	O303-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 3,110.85
3 " x 12"	O303-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 3,110.85
3 " x 12"	O303-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 3,298.35
3 " x 12"	O303-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 3,307.10
3 " x 12"	O303-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 3,144.20
3 " x 12"	O303-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 3,160.85
3 " x 12"	O303-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 3,144.20
3 " x 12"	O303-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 3,160.85
3 " x 12"	O303-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 3,148.35
3 " x 12"	O303-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 3,162.98

4" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
4" x 14"	O304-E1-D09	Octave Meter w/No module	$ 3,781.25
4" x 14"	O304-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 4,156.25
4" x 14"	O304-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 4,156.25
4" x 14"	O304-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 4,156.25
4" x 14"	O304-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 4,343.75
4" x 14"	O304-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 4,352.50
4" x 14"	O304-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 4,189.60
4" x 14"	O304-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 4,206.25
4" x 14"	O304-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 4,189.60
4" x 14"	O304-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 4,206.25
4" x 14"	O304-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 4,193.75
4" x 14"	O304-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 4,208.38

Octave® Price List

6" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
6" x 18"	O305-E1-D09	Octave Meter w/No module	$ 6,250.00
6" x 18"	O305-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 6,625.00
6" x 18"	O305-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 6,625.00
6" x 18"	O305-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 6,625.00
6" x 18"	O305-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 6,812.50
6" x 18"	O305-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 6,821.25
6" x 18"	O305-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 6,658.35
6" x 18"	O305-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 6,675.00
6" x 18"	O305-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 6,658.35
6" x 18"	O305-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 6,675.00
6" x 18"	O305-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 6,662.50
6" x 18"	O305-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 6,677.13

8" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
8" x 20"	O306-E1-D09	Octave Meter w/No module	$ 7,464.30
8" x 20"	O306-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 7,839.30
8" x 20"	O306-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 7,839.30
8" x 20"	O306-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 7,839.30
8" x 20"	O306-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 8,026.80
8" x 20"	O306-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 8,035.55
8" x 20"	O306-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 7,872.65
8" x 20"	O306-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 7,889.30
8" x 20"	O306-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 7,872.65
8" x 20"	O306-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 7,889.30
8" x 20"	O306-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 7,876.80
8" x 20"	O306-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 7,891.43

10" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
10" x 18"	O307-E1-D09	Octave Meter w/No module	$ 13,642.88
10" x 18"	O307-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 14,017.88
10" x 18"	O307-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 14,017.88
10" x 18"	O307-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 14,017.88
10" x 18"	O307-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 14,205.38
10" x 18"	O307-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 14,214.13
10" x 18"	O307-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 14,051.23
10" x 18"	O307-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 14,067.88
10" x 18"	O307-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 14,051.23
10" x 18"	O307-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 14,067.88
10" x 18"	O307-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 14,055.38
10" x 18"	O307-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 14,070.01

Octave® Price List

12" Octave Meters w/Epoxy Coated Ductile Iron Body

			List
12" x 20"	O308-E1-D09	Octave Meter w/No module	$ 17,257.15
12" x 20"	O308-E1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 17,632.15
12" x 20"	O308-E1-B09	Octave Meter w/Pulse module (4' Cable)	$ 17,632.15
12" x 20"	O308-E1-A09	Octave Meter w/Encoder module (4' Cable)	$ 17,632.15
12" x 20"	O308-E1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 17,819.65
12" x 20"	O308-E1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 17,828.40
12" x 20"	O308-E1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 17,665.50
12" x 20"	O308-E1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 17,682.15
12" x 20"	O308-E1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 17,665.50
12" x 20"	O308-E1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 17,682.15
12" x 20"	O308-E1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 17,669.65
12" x 20"	O308-E1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 17,684.28

2" Octave Meters w/Stainless Steel Body

			List
2" x 10"	O301-D1-D09	Octave Meter w/No module	$ 2,872.83
2" x 10"	O301-D1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 3,247.83
2" x 10"	O301-D1-B09	Octave Meter w/Pulse module (4' Cable)	$ 3,247.83
2" x 10"	O301-D1-A09	Octave Meter w/Encoder module (4' Cable)	$ 3,247.83
2" x 10"	O301-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 3,435.33
2" x 10"	O301-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 3,444.08
2" x 10"	O301-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 3,281.18
2" x 10"	O301-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 3,297.83
2" x 10"	O301-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 3,281.18
2" x 10"	O301-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 3,297.83
2" x 10"	O301-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 3,285.33
2" x 10"	O301-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 3,299.96

3" Octave Meters w/Stainless Steel Body

			List
3 " x 12"	O303-D1-D09	Octave Meter w/No module	$ 3,608.50
3 " x 12"	O303-D1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 3,983.50
3 " x 12"	O303-D1-B09	Octave Meter w/Pulse module (4' Cable)	$ 3,983.50
3 " x 12"	O303-D1-A09	Octave Meter w/Encoder module (4' Cable)	$ 3,983.50
3 " x 12"	O303-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 4,171.00
3 " x 12"	O303-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 4,179.75
3 " x 12"	O303-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 4,016.85
3 " x 12"	O303-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 4,033.50
3 " x 12"	O303-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 4,016.85
3 " x 12"	O303-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 4,033.50
3 " x 12"	O303-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 4,021.00
3 " x 12"	O303-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 4,035.63

Octave® Price List

4" Octave Meters w/Stainless Steel Body

			List
4" x 14"	O304-D1-D09	Octave Meter w/No module	$ 6,187.50
4" x 14"	O304-D1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 6,562.50
4" x 14"	O304-D1-B09	Octave Meter w/Pulse module (4' Cable)	$ 6,562.50
4" x 14"	O304-D1-A09	Octave Meter w/Encoder module (4' Cable)	$ 6,562.50
4" x 14"	O304-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 6,750.00
4" x 14"	O304-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 6,758.75
4" x 14"	O304-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 6,595.85
4" x 14"	O304-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 6,612.50
4" x 14"	O304-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 6,595.85
4" x 14"	O304-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 6,612.50
4" x 14"	O304-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 6,600.00
4" x 14"	O304-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 6,614.63

6" Octave Meters w/Stainless Steel Body

			List
6" x 18"	O305-D1-D09	Octave Meter w/No module	$ 10,162.18
6" x 18"	O305-D1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 10,537.18
6" x 18"	O305-D1-B09	Octave Meter w/Pulse module (4' Cable)	$ 10,537.18
6" x 18"	O305-D1-A09	Octave Meter w/Encoder module (4' Cable)	$ 10,537.18
6" x 18"	O305-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 10,724.68
6" x 18"	O305-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 10,733.43
6" x 18"	O305-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 10,570.53
6" x 18"	O305-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 10,587.18
6" x 18"	O305-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 10,570.53
6" x 18"	O305-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 10,587.18
6" x 18"	O305-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 10,574.68
6" x 18"	O305-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 10,589.31

8" Octave Meters w/Stainless Steel Body

			List
8" x 20"	O306-D1-D09	Octave Meter w/No module	$ 13,921.45
8" x 20"	O306-D1-C09	Octave Meter w/4-20mA module (4' Cable)	$ 14,296.45
8" x 20"	O306-D1-B09	Octave Meter w/Pulse module (4' Cable)	$ 14,296.45
8" x 20"	O306-D1-A09	Octave Meter w/Encoder module (4' Cable)	$ 14,296.45
8" x 20"	O306-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	$ 14,483.95
8" x 20"	O306-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	$ 14,492.70
8" x 20"	O306-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	$ 14,329.80
8" x 20"	O306-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	$ 14,346.45
8" x 20"	O306-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	$ 14,329.80
8" x 20"	O306-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	$ 14,346.45
8" x 20"	O306-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	$ 14,333.95
8" x 20"	O306-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	$ 14,348.58

Octave® Price List

10" Octave Meters w/Stainless Steel Body

			List
10" x 18"	O307-D1-D09	Octave Meter w/No module	Not Available
10" x 18"	O307-D1-C09	Octave Meter w/4-20mA module (4' Cable)	Not Available
10" x 18"	O307-D1-B09	Octave Meter w/Pulse module (4' Cable)	Not Available
10" x 18"	O307-D1-A09	Octave Meter w/Encoder module (4' Cable)	Not Available
10" x 18"	O307-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	Not Available
10" x 18"	O307-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	Not Available
10" x 18"	O307-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	Not Available
10" x 18"	O307-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	Not Available
10" x 18"	O307-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	Not Available
10" x 18"	O307-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	Not Available
10" x 18"	O307-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	Not Available
10" x 18"	O307-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	Not Available

12" Octave Meters w/Stainless Steel Body

			List
12" x 20"	O308-D1-D09	Octave Meter w/No module	Not Available
12" x 20"	O308-D1-C09	Octave Meter w/4-20mA module (4' Cable)	Not Available
12" x 20"	O308-D1-B09	Octave Meter w/Pulse module (4' Cable)	Not Available
12" x 20"	O308-D1-A09	Octave Meter w/Encoder module (4' Cable)	Not Available
12" x 20"	O308-D1-A01	Octave Meter w/Encoder module & XTR w/5' Cable	Not Available
12" x 20"	O308-D1-A02	Octave Meter w/Encoder module & XTR w/20' Cable	Not Available
12" x 20"	O308-D1-A03	Octave Meter w/Encoder module & Itron Connector 5'	Not Available
12" x 20"	O308-D1-A04	Octave Meter w/Encoder module & Itron Connector 20'	Not Available
12" x 20"	O308-D1-A05	Octave Meter w/Encoder module & Nicor Connector 5'	Not Available
12" x 20"	O308-D1-A06	Octave Meter w/Encoder module & Nicor Connector 20'	Not Available
12" x 20"	O308-D1-A07	Octave Meter w/Encoder module & Sensus ReadPad 6'	Not Available
12" x 20"	O308-D1-A08	Octave Meter w/Encoder module & Sensus ReadPad 20'	Not Available

Extra Accessories

		List
965-009-19	4-20 mA Module w/Cable	$ 375.00
965-010-19	Pulse Module w/Cable	$ 375.00
965-010-19 w/ XTR# 199-004-57	Pulse Module connected to 3G DS Fast Pulse XTR	$ 562.50
965-010-16	Encoder Module w/Cable	$ 375.00
965-010-16 w/ XTR #199-004-50	Encoder Module Connected to 3G DS Encoder XTR	$ 562.50
965-010-16-w/ TP6'	Encoder Module Connected to Sensus Read Pad 6' Wire	$ 412.50
965-010-16-w/ TP20'	Encoder Module Connected to Sensus Read Pad 20' Wire	$ 427.13
TR/PLH	Sensus Pit Lid Module	$ 45.83
39A	Sensus Wall Mount Touchpad	$ 36.05
CFG-0151-001	5' Itron Connector	$ 33.35
CFG-0151-002	20' Itron Connector	$ 50.00
CA1284-020-2-14	2' Nicor Connector	$ 31.00
CA1284-050-2-15	5' Nicor Connector	$ 33.35
CA1284-200-2-14	20' Nicor Connector	$ 50.00
912-153-DC3	Additional wire for Encoder Module (Per Foot Price)	$ 1.05
912-152-RC	Additional wire for Pulse Module (Per Foot Price)	$ 0.99
258-401-19	Replacement Lid for Octave	$ 25.00

Octave® Price List

Lead Free Strainer When Purchased Separate			List
2"	907-200-TSA-LF	Lead Free Body	$ 622.88
3"	907-300-TSA-LF	Lead Free Body	$ 1,247.60
4"	907-400-TSA-LF	Lead Free Body	$ 1,910.33
6"	907-600-TSA-LF	Lead Free Body	$ 2,824.53
8"	907-800-TS-LF	Coated Steel (9" Laying Length)	$ 3,804.55
10" & 12"		Strainers	Contact Maste

Lead Free Strainer When Purchased with Meter			List
2"	907-200-TSA-LF	Lead Free Body	$ 591.74
3"	907-300-TSA-LF	Lead Free Body	$ 1,185.22
4"	907-400-TSA-LF	Lead Free Body	$ 1,814.81
6"	907-600-TSA-LF	Lead Free Body	$ 2,683.30
8"	907-800-TS-LF	Coated Steel (9" Laying Length)	$ 3,614.32
10" & 12"		Strainers	Contact Maste

Fire Service Strainer When Purchased Separate			List
4"	254-004-10	Epoxy Coated	$ 7,577.78
6"	254-005-10	Epoxy Coated	$ 10,638.89
8"	254-006-10	Epoxy Coated	$ 12,527.78

Fire Service Strainer When Purchased with Meter			List
4"	254-004-10	Epoxy Coated	$ 7,198.89
6"	254-005-10	Epoxy Coated	$ 10,106.94
8"	254-006-10	Epoxy Coated	$ 11,901.39

AGREEMENT

THIS AGREEMENT is made this _____day of _____, 2016 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Municipal Water Works, Inc.,** a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 40 Keyes Court, Sanford, FL 32773.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the VILLAGE currently uses the water meter product furnished by CONTRACTOR throughout the VILLAGE;

WHEREAS, CONTRACTOR is the only vendor that can furnish the same type and brand of water meter equipment that is currently used by the VILLAGE;

WHEREAS, CONTRACTOR submitted a proposal to furnish water meter equipment to the VILLAGE where it would be in the best interest of the VILLAGE to purchase such equipment from CONTRACTOR pursuant to Section 58-11 of the Village Code;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the goods and services to the VILLAGE as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the VILLAGE finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

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

1. SCOPE OF WORK

1.1 The scope of work is the providing of water meters and associated parts for the VILLAGE'S potable water system. CONTRACTOR shall provide parts as requested by the VILLAGE.

1.2 The CONTRACTOR represents to the VILLAGE that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the parts to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal, attached hereto as Exhibit "A" and incorporated herein. The pricing listed on the proposal shall be good for a period of one year. Prices may be re-negotiated annually on the anniversary of the date of the Agreement. No price adjustments will be allowed at any other time throughout the year.

3.2 Should the VILLAGE require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 This Agreement shall become effective upon execution by both parties and shall continue for a term of five (5) years, unless terminated as provided herein. This Agreement may be renewed for two one year terms upon the consent of both parties.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the parts is specified in the CONTRACTOR's proposal, attached hereto as

Exhibit “A”, and no additional costs shall be authorized without prior written approval from VILLAGE’s governing body.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6. COPIES OF DATA/DOCUMENTS

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

7. OWNERSHIP

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

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public Services Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the

CONTRACTOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the VILLAGE Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the VILLAGE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another contractor without the VILLAGE incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the VILLAGE may obtain or renew the CONTRACTOR's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONTRACTOR from the VILLAGE.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its

agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

11.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

11.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein; and, the CONTRACTOR's proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

13.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

John Rouse, Public Services Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Municipal Water Works, Inc.
40 Keyes Court
Sanford, FL 32773

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

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

23. PUBLIC ENTITY CRIMES

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

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has

reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, and specifically agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the VILLAGE in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the VILLAGE would provide the records and at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the VILLAGE in a format that is compatible with the information technology systems of the VILLAGE.

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The VILLAGE of Palm Springs is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the VILLAGE of Palm Sorings shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any Vendor/Contractor be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

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

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the VILLAGE and political unit thereof harmless from all claims made on account of such damages.

33. WARRANTY

33.1 CONTRACTOR shall provide the warranty as set forth in Exhibit "B", attached hereto and incorporated herein.

34. DEFECTIVE PARTS

34.1 Any meters, accessories or parts found to be defective will be returned at CONTRACTOR'S expense.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **MUNICIPAL WATER WORKS, INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____, as _____(title), of Municipal Water Works, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public
_____
Print Name: _____
My commission expires:_____

Sec. 58-11. Best Interest Acquisitions.

The Village may acquire or contract for non-real property, goods or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits set forth in F.S. Sections 287.055 or 255.20, as amended. (Ordinance No. 2014-11)

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Finance

ITEM #14: Resolution No. 2016-45 – Amend Schedule of Fees

SUMMARY: Periodically, staff reviews the costs involved in meeting all of the services delivered by the Village personnel to the public. As these costs increase or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services to better address the actual impact on the Village budget. The following fees are proposed to be amended/added:

Library:
. Returned damaged library items (New fee)

Public Safety:
. Police response to meter shut-off (New fee)
. Traffic counts & analysis (New fee)

Village Clerk/General Government:
. Lien search fee – normal process - 5 – 7 days
. Lien search fee – Expedited (rush) request - 2 - 3 days

Code Enforcement Violations:
. Early curbside placement garbage, vegetative waste and bulk trash (New fee)
    . 1st Offense
    . 2nd Offense
    . 3rd Offense or repeat offenses

Leisure Services:
. Rental deposit outdoor activities
. Rental deposit indoor activities

Land Development:
. Expedited permit/plan review (New fee)
. Public notice signs (New fee)
. Tree removal permit (New fee)

The proposed Schedule of Fees was prepared by Finance Department with input from each Village Department Director and staff.

FISCAL IMPACT:

Additional revenue will be received to assist with offsetting operating expenses and, in some cases, will promote education of Village codes to contribute to a clean and safe community.

ATTACHMENTS:

1. Proposed Resolution 2016-45
2. Proposed Schedule of Fees
3. Comparison Chart – Lien Search Fees

RESOLUTION No. 2016-45

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" "VILLAGE CLERK/GENERAL GOVERNMENT", DIVISION 2 "DEPARTMENT OF PUBLIC SAFETY", AND CHAPTER 38 "LEISURE SERVICES", TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND RESTATING THE FEES FOR CHAPTER 2 DIVISION 2 "CODE ENFORCEMENT", CHAPTER 42 "LIBRARY", CHAPTER 62 PUBLIC SERVICE "SOLID WASTE", CHAPTER 74 "TRAFFIC AND VEHICLES", CHAPTER 34 "LAND DEVELOPMENT", CHAPTER 10 "BUILDINGS AND BUILDING REGULATIONS" DEPARTMENTS OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to requests from Village Staff, the Village Council has determined there is a need to amend the Schedule of Fees for the Village Clerk/General Government, Public Safety Department, Leisure Services Department and to restate the remaining fee schedule for Administration, Library, Public Service/Solid Waste, Traffic and Vehicles, Land Development and the Buildings and Building Regulations Departments adopted by Resolution No. 2014-59 on September 25, 2014; and

WHEREAS, Chapter 2 (Administration), Chapter 10 (Buildings and Building Regulations), Chapter 34 (Land Development), Chapter 38 (Leisure Services), Chapter 42 (Library), Chapter 62 (Solid Waste) and Chapter 74 (Traffic and Vehicles) of the Code of Ordinances of the Village of Palm Springs, Florida, all authorize the Village Council, from time to time, to amend or establish, by Resolution, the Schedule of Fees for the department within the Village.

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

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the fee schedule for Chapter 2 "Administration" "Village Clerk/General Government", Division 2 "Department Of Public Safety", Chapter 38 "Leisure Services", and restates in its entirety the fee structures for Administration, Village Clerk/General Government, Public Safety Department, Library, Public Service/Solid Waste, Traffic and Vehicles, Land Development and the Buildings and Building Regulations Departments, all as described in **"Exhibit A"** attached hereto and

incorporated herein by reference. The Village Clerk is directed to add and/or amend these fees to the Schedule of Fees on file in the Clerk's Office.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____day of MAY, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Schedule of Fees	Res 2015-25	Proposed Resolution	Revenue Account	Account Title
Library				
Late fines per day all items except videos and DVD's	$ 0.10	$ 0.10	01003-35200	Library Fines
Late fines per day videos and DVD's	$ 0.50	$ 0.50	01003-35200	Library Fines
Printing pages from public access computers - Black - per page including paper	$ 0.15	$ 0.15	01003-34140	Certification, Copies, Rec Srch
Printing pages from public access computers - Color - per page including paper	$ 0.50	$ 0.50	01003-34140	Certification, Copies, Rec Srch
Damaged Library items are replaced at cost	$ -	**item cost**		refund to Library expenditure
Public Safety				
Copy of Police Report	$ 0.15	$ 0.15	01003-34140	Certification, Copies, Rec Srch
Copy of Police Report-two sided	$ 0.20	$ 0.20	01003-34140	Certification, Copies, Rec Srch
Copy of Accident/Crash Report	$ 2.00	$ 2.00	01003-34140	Certification, Copies, Rec Srch
Copy of video or audio tape - for State Attorney or Public Defender	actual cost	actual cost	01003-34140	Certification, Copies, Rec Srch
Copy of CD/DVD	$ 10.00	$ 10.00	01003-34140	Certification, Copies, Rec Srch
Copy of video/audio/VHS Tape	$ 10.00	$ 10.00	01003-34140	Certification, Copies, Rec Srch
Hourly Labor Charge for Records Clerk after first 15 minutes	$ 17.00	$ 17.00	01003-34140	Certification, Copies, Rec Srch
Parking tickets	$ 20.00	$ 20.00	01003-35400	Violations of Local Ordinances
Handicap Parking Tickets	$ 100.00	$ 100.00	01003-35400	Violations of Local Ordinances
Palm Springs Officer Outside Detail charge per hour	$ 35.00	$ 35.00	01003-34210	PSPD Outside Detail
Palm Springs Outside Holiday/Special Event Detail charge per hour	$ 50.00	$ 50.00	01003-34210	PSPD Outside Detail
Palm Springs Outside Detail charge per hour with less than 24 hour notice	$ 50.00	$ 50.00	01003-34210	PSPD Outside Detail
Extra-Duty Details cancelled with less than 48 hours notice of the detail date/time will be charged 2 hours for each officer assigned	$70.00/$100.00	$70.00/$100.00	01003-34210	PSPD Outside Detail
Extra-Duty Details cancelled no notice before start of the detail will be charged a minimum 3 hours for each officer assigned	$105.00/$150.00	$105.00/$150.00	01003-34210	PSPD Outside Detail
Extra-Duty Details scheduled for 4 hours or less and cancelled after the start of the detail will be charged a minimum of 2 hours	$70.00/$100.00	$70.00/$100.00	01003-34210	PSPD Outside Detail
Extra-Duty Details scheduled for over 4 hours and cancelled after the start of the detail will be charged a minimum of 4 hours	$140.00/$200.00	$140.00/$200.00	01003-34210	PSPD Outside Detail
Non-resident fingerprinting service	$ 15.00	$ 15.00	01003-34211	Fingerprint services
Police Response to Meter Shut-Off	$ -	**$ 50.00**	01003-36990	Miscellenous Revenue
Traffic Counts & Analysis	$ -	**$ 500.00**	01003-34120	Planning, Bldg & Zoning Fee
Village Clerk/General Government				
Lien Search Fee- normal process time frame 5 - 7 days	$ 75.00	$ 100.00	01003-34140	Certification, Copies, Rec Srch
Lien Search Fee- Rush request time frame 2-3 days, less than 10 units	$ 100.00	$ 150.00	01003-34140	Certification, Copies, Rec Srch
Lien Search Update (one allowed within 45 days of original search)	no charge	no charge		
Lien Search for Multiple Units with more than 10 units per Parcel Control Number	$45.00/ea unit	$45.00/ea unit	01003-34140	Certification, Copies, Rec Srch
Copies requested for public record search per Florida Statutes - Letter	$ 0.15	$ 0.15	01003-34140	Certification, Copies, Rec Srch
Copies requested for public record search per Florida Statutes - Legal	$ 0.20	$ 0.20	01003-34140	Certification, Copies, Rec Srch
CD copy of meeting audio	$ 10.00	$ 10.00	01003-34140	Certification, Copies, Rec Srch
Bounced Check Fee - Utilities per F.S. 68.065(3)	min. $25.00	min. $25.00	41003-35902	Service Charge
Bounced Check Fee- Other per F.S. 68.065(3)	min. $25.00	min. $25.00	01003-36990	Service Charge
Release of Lien Administrative Fee	$ 250.00	$ 250.00	01003-35400	Violations of Local Ordinances
Partial Release of Lien	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances

Schedule of Fees	Res 2015-25	Proposed Resolution	Revenue Account	Account Title
Code Enforcement and Nuisance Abatement Administrative Costs and Fees				
Code Enforcement Stipulation Agreement	$ 95.00	$95.00	01003-35400	Violations of Local Ordinances
Code Enforcement Standard Administrative Fee (minimum fee)	Varies per case	Varies per case	01003-35400	Violations of Local Ordinances
Code Enforcement Abatement Hearing Fee (non-refundable)	$ 75.00	$ 75.00	01003-35400	Violations of Local Ordinances
Code Enforcement Re-Inspection Fee	$ 30.00	$ 30.00	01003-35400	Violations of Local Ordinances
Code Enforcement Inspector (per hour)	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances
Code Enforcement Inspector Utilities/Permits (per hour)	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances
Code Enforcement Building Inspector (per hour)	$ 45.00	$ 45.00	01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Director (per hour)	$ 58.00	$ 58.00	01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Planner (per hour)	$ 32.00	$ 32.00	01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Permit Tech (per hour)	$ 21.00	$ 21.00	01003-35400	Violations of Local Ordinances
Code Enforcement Land Development GIS Tech (per hour)	$ 26.00	$ 26.00	01003-35400	Violations of Local Ordinances
Code Enforcement Land Development Administrative Assistant (per hour)	$ 23.00	$ 23.00	01003-35400	Violations of Local Ordinances
Code Enforcement Private Inspector (minimum 3 hours)	$ 45.00	$ 45.00	01003-35400	Violations of Local Ordinances
Code Enforcement Village Attorney (minimum hearing fee)	$ 34.00	$ 34.00	01003-35400	Violations of Local Ordinances
Code Enforcement Police Officer - Court Costs	$ 41.00	$ 41.00	01003-35400	Violations of Local Ordinances
Code Enforcement Police Corporal - Court Costs	$ 43.00	$ 43.00	01003-35400	Violations of Local Ordinances
Code Enforcement Police Sergeant - Court Costs	$ 46.00	$ 46.00	01003-35400	Violations of Local Ordinances
Inspection Photograph Fee (per photo)	$ 5.00	$ 5.00	01003-35400	Violations of Local Ordinances
Service/Subpoena Fees	actual costs	actual costs	01003-35400	Violations of Local Ordinances
Postage	actual costs	actual costs	01003-35400	Violations of Local Ordinances
Code Enforcement Violations and Fines for Code Citations				
Water Restriction Violation Fine - 1st offense	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances
Water Restriction Violation Fine - 2nd offense	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances
Water Restriction Violation Fine - 3rd offense and any subsequent offense	$ 100.00	$ 100.00	01003-35400	Violations of Local Ordinances
Overgrown Residential Lot (days to comply - 10)	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances
Overgrown Commercial Lot (days to comply - 10)	$ 125.00	$ 125.00	01003-35400	Violations of Local Ordinances
Overgrown Vacant Residential Lot (days to comply - 10)	$ 75.00	$ 75.00	01003-35400	Violations of Local Ordinances
Trash, Debris and Vermin (days to comply - 10)	$ 100.00	$ 100.00	01003-35400	Violations of Local Ordinances
Missing or broken fence, wall or gate with swimming pool (days to comply - 5)	$ 250.00	$ 250.00	01003-35400	Violations of Local Ordinances
Missing or broken fence, wall or gate no swimming pool (days to comply - 5)	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances
Unsafe or dangerous building or structure (days to comply - 14)	$ 250.00	$ 250.00	01003-35400	Violations of Local Ordinances
Illegal canopy or belvedere (days to comply - 14)	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances
Stagnant water - cloudy or opaque water (days to comply - 5)	$ 250.00	$ 250.00	01003-35400	Violations of Local Ordinances
Missing or broken fascia, siding, or paint (days to comply - 30)	$ 100.00	$ 100.00	01003-35400	Violations of Local Ordinances
Prohibited vehicle in residential district (days to comply - 5)	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances
Parking in single family district (days to comply - 5)	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances
Parking - commercial vehicles (days to comply - 5)	$ 100.00	$ 100.00	01003-35400	Violations of Local Ordinances
Maintenance of swale areas (days to comply - 10)	$ 75.00	$ 75.00	01003-35400	Violations of Local Ordinances
Damaged signs (days to comply - 30)	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances
Unsafe damaged signs (days to comply - 10)	$ 100.00	$ 100.00	01003-35400	Violations of Local Ordinances
Prohibited Uses - Residential Single Family (days to comply - 5)	$ 175.00	$ 175.00	01003-35400	Violations of Local Ordinances
Failure to obtain building permit (days to comply - 10)	Varies per case	Varies per case	01003-35400	Violations of Local Ordinances
Code Enforcement Violations and Fines for Code Citations (continued)				
Permits for Residential Rental Units (days to comply - 5)	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances

Schedule of Fees	Res 2015-25	Proposed Resolution	Revenue Account	Account Title
Noise ordinance violation (immediate compliance required)	$ 50.00	$ 50.00	01003-35400	Violations of Local Ordinances
Hazardous material/waste (days to comply 5 to 30)	$ 250.00	$ 250.00	01003-35400	Violations of Local Ordinances
Failure to maintain driveway (days to comply - 30)	$ 25.00	$ 25.00	01003-35400	Violations of Local Ordinances
Local Business Tax Receipt required (days to comply - 5)	by Ordinance	by Ordinance	01003-35400	Violations of Local Ordinances
Life Safety violation (usually requiring immediate compliance)	Varies per case	Varies per case	01003-35400	Violations of Local Ordinances
Irreparable or irreversible violation (compliance may vary. Fee is not to exceed)	$ 5,000.00	$ 5,000.00	01003-35400	Violations of Local Ordinances
Repeat Violation (compliance will vary depending on the violation. Fee not to exceed)	$ 500.00	$ 500.00	01003-35400	Violations of Local Ordinances
Improper placement of approved containers, vegetative waste & bulk trash for collection:				
1st Offense	$ -	**$ 25.00**	01003-35400	Violations of Local Ordinances
2nd Offense		**$ 50.00**	01003-35400	Violations of Local Ordinances
3rd Offense or repeat offenses		**$ 100.00**	01003-35400	Violations of Local Ordinances
Leisure Services				
Youth Baseball	$ 90.00	$ 90.00	01003-34722	Youth Sport Registrations
Youth Soccer	$ 85.00	$ 85.00	01003-34722	Youth Sport Registrations
Youth Flag Football	$ 85.00	$ 85.00	01003-34722	Youth Sport Registrations
Youth Basketball	$ 85.00	$ 85.00	01003-34722	Youth Sport Registrations
Non-resident fee for youth sports	$ 30.00	$ 30.00	01003-34727	Non-Resident Fees
Adult Sports League Team Fees	$ 475.00	$ 475.00	01003-34721	Adult Athletic Registrations
Travel Club membership dues - Resident	$ 12.00	$ 12.00	01003-34740	Travel Club Membership
Travel Club membership dues - Non-Resident	$ 12.00	$ 12.00	01003-34740	Travel Club Membership
Travel Club membership dues - Non-Resident Fee	$ 6.00	$ 6.00	01003-34727	Non-Resident Fees
Travel Club Trips Direct cost plus administrative fee of 5%	Cost + Fee	Cost + Fee	01003-34724	Trip Registrations
Camp Programs - weekly (resident and non-resident)	$ 125.00	$ 125.00	01003-34723	Summer/Vac Programs
Single Day Camp	$ 25.00	$ 25.00	01003-34723	Summer/Vac Programs
Summer Camp Registration Fee (includes 5 t-shirts)	$ 25.00	$ 25.00	01003-34723	Summer/Vac Programs
Winter & Spring Camps (number of days x fee per day) full sessions only	$ 25.00	$ 25.00	01003-34723	Summer/Vac Programs
Early Registration Discount (First 2 weeks of registration)	$ (10.00)	$ (10.00)	01003-34723	Summer/Vac Programs
Special Event Participation Fee	Up to $100.00	Up to $100.00	01003-34725	Special Events
Leisure Services - Rentals				
Village Center Pavilion Rental - Half Day weekday	$ 50.00	$ 50.00	01003-34759	Recreation Facility Rent
Village Center Pavilion Rental - Full Day weekday evening	$ 80.00	$ 80.00	01003-34759	Recreation Facility Rent
Village Center Pavilion Rental - Half Day weekend/holiday	$ 80.00	$ 80.00	01003-34759	Recreation Facility Rent
Village Center Pavilion Rental - Full Day weekend/holiday evening	$ 150.00	$ 150.00	01003-34759	Recreation Facility Rent
Community Room (180 banquet/240 theatre) Weekday per hour	$ 100.00	$ 100.00	01003-34753	Community Room Rental
Community Room Weekend/Holiday per hour	$ 150.00	$ 150.00	01003-34753	Community Room Rental
Community Room for Non-Profit (501c-3 or 501 c-6 must be provided) anytime	$ 75.00	$ 75.00	01003-34753	Community Room Rental
Studio (80) Weekday per hour	$ 50.00	$ 50.00	01003-34759	Recreation Facility Rent
Studio (80) Weekend/holiday per hour	$ 75.00	$ 75.00	01003-34759	Recreation Facility Rent
Multi-Purpose Room (50) Weekday per hour	$ 50.00	$ 50.00	01003-34759	Recreation Facility Rent
Multi-Purpose Room (50) Weekend/Holiday per hour	$ 75.00	$ 75.00	01003-34759	Recreation Facility Rent
Multi-Purpose Room (50) Non-Profit anytime	$ 40.00	$ 40.00	01003-34759	Recreation Facility Rent
Classroom (25) Weekday per hour	$ 25.00	$ 25.00	01003-34759	Recreation Facility Rent
Classroom (25) Weekend/Holiday per hour	$ 50.00	$ 50.00	01003-34759	Recreation Facility Rent

Schedule of Fees	Res 2015-25	Proposed Resolution	Revenue Account	Account Title
Leisure Services - Rentals (continued)				
Classroom (25) Non-Profit anytime	$ 20.00	$ 20.00	01003-34759	Recreation Facility Rent
Class Programs (for instructors)	25% fees collected	25% fees collected	01003-34759	Recreation Facility Rent
Ballfields Rentals for residents (per hour)	$ 10.00	$ 10.00	01003-34759	Recreation Facility Rent
Ballfields Rentals for non-residents (per hour)	$ 10.00	$ 10.00	01003-34759	Recreation Facility Rent
Ballfields Rentals for non-residents (per hour) non resident fee	$ 5.00	$ 5.00	01003-34727	Non-Resident Fees
Lighting for Ballfields Rentals (per hour)	$ 30.00	$ 30.00	01003-34759	Recreation Facility Rent
LAB (140) Weekday per hour	$ 75.00	$ 75.00	01003-34759	Recreation Facility Rent
LAB (140) Weekend/Holiday per hour	$ 125.00	$ 125.00	01003-34759	Recreation Facility Rent
LAB (140) Non-Profit anytime	$ 50.00	$ 50.00	01003-34759	Recreation Facility Rent
Sago Park Pavilion Full Day - weekday	$ 50.00	$ 50.00	01003-34756	Sago Park Rental
Sago Park Pavilion Full Day - weekend/Holiday	$ 100.00	$ 100.00	01003-34756	Sago Park Rental
Sago Park Pavilion Half-Day - weekday	$ 25.00	$ 25.00	01003-34756	Sago Park Rental
Sago Park Pavilion Half-Day - weekend/Holiday	$ 60.00	$ 60.00	01003-34756	Sago Park Rental
Rental Deposit Outdoor Activities(Refunded if facilities are clean and undamaged)	$ 200.00	**$ 100.00**	01000-22000	Deposits
Rental Deposit Indoor Activities (Refunded if facilities are clean and undamaged)	$ 200.00	**$ 200.00**	01000-22000	Deposits
After hours building attendant minimum charge 2 hours @ $12.50 per hour	$ 25.00	$ 25.00	01003-34759	Recreation Facility Rent
Palm Springs Outside Detail Officer charge per hour (2hr minimum)	$ 35.00	$ 35.00	01003-34210	PSPD Outside Detail
Water Park usage groups of 10 or more per 1.75 hours	$ 50.00	$ 50.00	01003-34759	Recreation Facility Rent
Room Set-up/break-down	$ 100.00	$ 100.00	01003-34759	Recreation Facility Rent
Public Services				
Village labor used to clean up and or repair property ($85 per hour 3 hr min.)	$ 255.00	$ 255.00	01003-36990	Miscellaneous revenue
Village Equipment used to clean up or repair property ($150.00/hour/vehicle)	$ 150.00	$ 150.00	01003-36990	Miscellaneous revenue

Land Development Special Fees added Resolution #2015-30	Resolution 2015-30	Proposed Resolution		
Permit fee for Pod or Dumpster	$ 50.00	$ 50.00	01003-32200	Building Permits
Garage Sales Permit	$ 1.00	$ 1.00	01003-32900	Garage Sale Permits
Commercial Outdoor Sales Permit (except tax exempt organizations)	$ 50.00	$ 50.00	01003-32900	Garage Sale Permits
Special Event Permit (except tax exempt organizations)	$ 50.00	$ 50.00	01003-32900	Garage Sale Permits
Appeal of Denial of Special Event Permit	$ 50.00	$ 50.00	01003-32900	Garage Sale Permits
Professional Fees (actual cost plus $50 administrative fee)	Actual Cost +Adm fee	Actual Cost +Adm fee	01003-34120	Planning, Bldg & Zoning Fee
Administrative fee	$ 50.00	$ 50.00	01003-34120	Planning, Bldg & Zoning Fee
Appeal of Building Officials Determination	$ 350.00	$ 350.00	01003-34120	Planning, Bldg & Zoning Fee
Appeal of Land Development Director Determination	$ 350.00	$ 350.00	01003-34120	Planning, Bldg & Zoning Fee
Zoning Confirmation Letter	$ 50.00	$ 50.00	01003-34120	Planning, Bldg & Zoning Fee
Zoning Compliance Inspection (per visit)	$ 50.00	$ 50.00	01003-34120	Planning, Bldg & Zoning Fee
Expedited Permit/Plan Review (per hour)	$ -	**$ 50.00**	01003-34120	Planning, Bldg & Zoning Fee
Public Notice Signs (per sign)	$ -	**$ 10.00**	01003-34120	Planning, Bldg & Zoning Fee
Tree Removal Permit (multi-family and commercial) per tree	$ -	**$ 50.00**	01003-34120	Planning, Bldg & Zoning Fee

Comparison Chart- Lien Search Fees

City	Population	Regular Lien Search Fee	Rush Lien Search Fee
Boca Raton	86,647	125	300
Riviera Beach	33,728	125	0
Boynton Beach	71,608	115	0
Lake Worth	36,423	110	220
Palm Beach Gardens	50,067	100	200
Royal Palm Beach	36,265	75	0
Palm Springs	20,887	75	100
Delray Beach	62,700	65	100
Greenacres	38,590	40	75
Wellington	59,136	35	0
Jupiter	57,263	25	0
	Average Fees	81	165

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Library

ITEM #15: Award 2016 Joseph Fallon Scholarships – Five (5) Scholarship Awards

SUMMARY: Each year, the Village of Palm Springs awards scholarships to selected high school seniors. Applicants are judged based on financial need, grades, experience and personal appraisal by a committee of judges representing the Village. In 1996, the annual Village scholarship was named in memoriam for Palm Springs resident and library volunteer Joseph Fallon, who died suddenly during his senior year at John I. Leonard High School.

The 2016 Village of Palm Springs Joseph Fallon Scholarship winners are:

Cesar A. Rodriguez:
Cesar is a student at Forest Hill High School and plans to attend the University of Florida in Gainesville, FL. His major is Economics.

Geronimo Morales:
Geronimo is a student at Alexander W. Dreyfoos School of the Arts and plans to attend the University of Florida in Gainesville, FL or the University of Miami in Miami, FL. His major is Political Science.

Ryan Diaz:
Ryan is a student at John I. Leonard High School and plans to attend the University of Florida in Gainesville, FL or the University of Florida in Orlando, FL. His major is Physical Therapy/ Sports Medicine.

Eliss M. Contreras:
Eliss is a student at Palm Beach Central High School and plans to attend the University of Central Florida in Orlando, FL or Florida State University in Tallahassee, FL. Her major is Biology.

Antonio Miragaya:
Antonio is a student at Suncoast Community High School and plans to attend Florida International University in Miami, FL, Florida Atlantic University in Boca Raton, FL, University of Florida in Gainesville, FL, University of Miami in Miami, FL or Rice University in Houston, TX. His major is Architecture.

FISCAL IMPACT:
This year, the scholarships awarded are in the amount of $1,000 each to each of the five (5) selected winners. Funding for this year's award was provided through a donation by Janet R. Fallon (May 2015).

ATTACHMENTS:
None

ITEM #16

COUNCIL MEMBER SERGIO ESCALADA

LETTER OF RESIGNATION

ITEM #17

PROCLAMATION

TO BE PRESENTED

BY

MAYOR SMITH

ITEM #18

LEGISLATIVE UPDATE

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Village Manager's Office

ITEM #19: Approve Infrastructure Surtax Interlocal Agreement – Revised - Palm Beach County, School Board of Palm Beach County & Municipalities

SUMMARY: On April 14, 2016, the Village Council approved an Infrastructure Surtax Interlocal Agreement, which included a defined distribution that would be shared among a number of entities. However, on May 3, 2016, the Palm Beach County Board of County Commissioners (PBC) voted (5 to 2) to amend its plan on the one-cent infrastructure surtax. Thus, the Village (along with all of the other municipalities within the County) would be required to amend or authorize a new Interlocal Agreement.

The proposed new plan by PBC would not include the economic development and cultural components; thus, resulting in a revised distribution between each of the three remaining governmental sections. Further, the proposed sales tax initiative would increase the County's sales tax from 6% to 7% and would be for a 10-year period. This new plan would be presented to the voters in Palm Beach County for consideration during the November 2016 election.

The proposed revised one-cent sales tax initiative would include the County, the School Board and the Municipalities. The revised proposed distribution is as follows:

Palm Beach County School Board	50%
Palm Beach County	30%
Municipalities (shared by 38 cities)	20%

Note: To include the School Board and change the allocations from the distribution formula as provided within Florida Statutes, an Interlocal Agreement is required from the municipalities representing a majority (51%) of the municipal population within Palm Beach County.

It is anticipated that an ordinance to include ballot language and the details of the County's plan will be presented to the County Commission in June/July 2016 along with approved municipal agreements.

If approved, the Village could potentially receive a significant amount of funding to support the cost for capital improvement projects (CIP) and equipment that weren't

funded due to the recent economic recession and dramatic decreases in assessed property values over the past decade. Thus, this funding would contribute to Village goals, including a number of economic (re-)development opportunities. As a result of the new plan being proposed by PBC, the projected funding that the Village would receive is as follows:

1 Year Distribution	10 Year Distribution	10 Year Distribution (PBC Projected 3% Revenue Increase)
$1,256,754	$12,567,545	$14,839,500

Note: Based on 2015 State of Florida Sales Tax Distribution Formula

As a result, the Village Council is requested to consider the revised Interlocal Agreement supporting this infrastructure surtax opportunity.

Note: During the School District of PBC's meeting on May 4, 2016, a number of changes were proposed by School Board Members (i.e., Sunset provision, provision to stop collection of sales tax once a defined amount of revenue is received, separating from PBC and the cities and presenting ½ cent sales tax increase to the voters, etc.). As a result, the proposed Interlocal Agreement may change again following an expected joint meeting between PBC and the School District, which is proposed to take place on or before next Wednesday (prior to the Village Council's May 12th meeting). If changes are agreed upon by both entities, then a revised Interlocal Agreement will be provided to the Village Council prior to consideration on May 12th.

The revised Interlocal Agreement was prepared by Palm Beach County and reviewed by the Village Attorney.

FISCAL IMPACT:

If approved by the voters of Palm Beach County during the upcoming November 2016 election, the Village would receive approximately $12,567,545 million dollars over a 10-year period to complete various capital related projects.

ATTACHMENTS:

1. Revised Interlocal Agreement - Palm Beach County, School Board of Palm Beach County and Municipalities
2. Revised Expected State Distribution of Discretionary Sales Tax Revenues

Note: The Village's proposed list of capital projects that would be completed over a 10-year period is available within the Village Clerk's Office.

INTERLOCAL AGREEMENT AMONG PALM BEACH COUNTY, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, AND THE SIGNATORY MUNICIPALITIES PERTAINING TO THE SHARED DISTRIBUTION AND USE OF THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2016, by and between **PALM BEACH COUNTY** ("County"), a political subdivision of the State of Florida, **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic of the state of Florida ("School Board"), and the signatory municipalities (collectively referred to hereinafter as "**MUNICIPALITIES**"):

WITNESSETH:

WHEREAS, pursuant to section 212.055(2), Florida Statutes (2015), the County intends to authorize by Ordinance the imposition of a one percent (1.0%) local government infrastructure sales surtax ("Surtax") upon taxable transactions occurring in Palm Beach County and has provided for distribution of the proceeds from the Surtax subject to the outcome of a countywide referendum on November 8, 2016; and

WHEREAS, the Municipalities are located within Palm Beach County, are eligible to receive a portion of the Surtax, represent a majority of the County's municipal population, and desire to jointly establish with the County the distribution formula for the proceeds of the Surtax in accordance with section 212.055(2)(c)(1), Florida Statutes (2015); and

WHEREAS, section 212.055(2)(c)(1), Florida Statutes (2015), provides that this Agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; and

WHEREAS, the parties to this Agreement desire to work together in order to promote the safe, efficient, and uninterrupted provision of numerous essential public services provided by the County, the Municipalities, and the School Board, including but not limited to providing improvements to district-owned school buildings, equipment, technology and security; purchasing school buses; repairing, constructing and equipping roads, bridges, sidewalks, streetlights, signalization, parks, recreational and governmental facilities, drainage, and wastewater facilities; and purchasing public safety vehicles and equipment; and

WHEREAS, the parties to this Agreement shall each be responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity.

NOW THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged set forth herein, the parties agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are true and correct and are hereby incorporated into and become a part of this Agreement.

SECTION 2. TERM.

This Agreement shall become effective when approved by the governing bodies of the County, the requisite number of Municipalities, and the School Board pursuant to section 212.055(2)(c)(1), Florida Statutes (2015). This Agreement shall remain in effect for the life of the Surtax imposed pursuant to the County Ordinance imposing the Surtax (the "Ordinance") and until all Surtax Proceeds, as defined in Section 2 below, are expended by the respective parties.

SECTION 3. DISTRIBUTION PERCENTAGES.

(a) The Surtax Proceeds, defined as the collected Surtax less the amounts retained by the Florida Department of Revenue for administrative expenses pursuant to section 212.055(2), Florida Statutes (2015), derived from the Surtax levied and imposed by the County shall be distributed by the Department of Revenue directly to the parties to this Agreement as follows:

Recipient	**Share of Total Proceeds**
Palm Beach County	30.0%
School Board of Palm Beach County, Florida	50.0%
Municipalities within Palm Beach County	20.0% (to be divided proportionately among them based on population in the manner as set forth in Section 218.62(3), Florida Statutes; provided that the County's share received shall be as described herein and not pursuant to Section 218.62, Florida Statutes).

(b) Distribution of the Surtax Proceeds hereunder shall be made monthly by the Department of Revenue from the Discretionary Surtax Clearing Trust Fund directly to the County, the Municipalities, and the School Board as to their respective shares of Surtax Proceeds during the term of this Agreement commencing on or about January 2017 and each month thereafter during the term of this Agreement.

SECTION 4. USE OF SURTAX PROCEEDS.

The parties to this Agreement each certify that all Surtax Proceeds shall be expended only as permitted by section 212.055(2), Florida Statutes and the ballot language of the November 8, 2016 referendum. The County, the Municipalities, and the School Board shall each

be separately responsible for the adoption of project lists that will be funded from the Surtax Proceeds, subject to future revisions by the governing body of each applicable entity. Any future revisions of the resolution(s) of the individual parties shall not require an amendment to this Agreement or the joinder and consent of the other parties.

SECTION 5. CREATION OF CITIZEN OVERSIGHT COMMITTEES.

(a) The County, the Municipalities, and the School Board shall each separately provide for the creation of citizen oversight committees ("Committee" or collectively "Committees") to provide for citizen review of their respective expenditure of Surtax Proceeds, as soon as possible after the Surtax becomes effective, but not later than the date on which Surtax funds are first expended. A Municipality may either participate in an oversight committee created by the Palm Beach League of Cities or create its own committee.

(b) The Committees shall serve as advisory and reporting bodies to the creating entities. Each creating entity shall establish specific duties and membership requirements governing Committee operations and participation.

(c) The Committees shall meet monthly, or as otherwise needed to fulfill their duties and responsibilities. Each Committee shall annually provide a report to the governing board of the entity which created it for acceptance.

(d) Committee members shall receive no compensation for the performance of their duties.

(e) The Committees, their members, and all their proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes, the Florida Public Records Law, Chapter 119, Florida Statutes, and the Florida Ethics Code, Chapter 112, Florida Statutes, and all other applicable local or state statutes, ordinances, or rules.

SECTION 6. MUTUAL COOPERATION.

Each party agrees to work cooperatively and in good faith, individually and collectively, with the other parties to this Agreement on matters that are included and beyond the scope of this Agreement.

SECTION 7. MISCELLANEOUS.

(a) This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to Surtax.

(b) Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto.

(c) The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(d) Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

(e) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

(f) This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflict of laws provisions. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

(g) A copy of this Interlocal Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, upon its execution by all parties hereto.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have caused this Local Government Infrastructure Surtax Interlocal Agreement to be duly executed in counterparts by their respective and duly authorized officers as of the date set forth above.

PALM BEACH COUNTY, FLORIDA

By: _____
Mary Lou Berger
Mayor

(SEAL)

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

By:_____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By:_____
Chuck Shaw, Chairman

By:_____
Robert M. Avossa, Ed.D., Superintendent

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
School Board Attorney

CITY OF _____, FLORIDA

By: _____
Name:_____
Title:_____

Local Discretionary Sales Surtax

State Distribution Formula & 1 Year Estimate from the 2015 Local Government Financial Handbook

2,691,486,189

Local Government	State Distribution Formula Distribution Percentage	Distribution Percentage	One Cent Distribution 1 Year	10 Year No Revenue Increase	10 Year 3% Revenue Increase
PALM BEACH BOCC	**59.318244**	**30.000%**	$ 68,382,438	$ 683,824,380	$ 807,445,857
Atlantis	0.107709	0.0530%	$ 120,699	$ 1,206,995	$ 1,425,194
Belle Glade	0.935553	0.4599%	$ 1,048,388	$ 10,483,885	$ 12,379,157
Boca Raton	4.652370	2.2872%	$ 5,213,482	$ 52,134,823	$ 61,559,734
Boynton Beach	3.844876	1.8902%	$ 4,308,597	$ 43,085,975	$ 50,875,038
Briny Breeze	0.022122	0.0109%	$ 24,790	$ 247,897	$ 292,712
Cloud Lake	0.007141	0.0035%	$ 8,003	$ 80,025	$ 94,492
Delray Beach	3.366575	1.6551%	$ 3,772,610	$ 37,726,100	$ 44,546,209
Glen Ridge	0.011759	0.0058%	$ 13,177	$ 131,771	$ 155,592
Golf	0.013370	0.0066%	$ 14,982	$ 149,821	$ 176,906
Greenacres	2.072028	1.0187%	$ 2,321,930	$ 23,219,302	$ 27,416,877
Gulf Stream	0.052566	0.0258%	$ 58,906	$ 589,057	$ 695,546
Haverhill	0.105722	0.0520%	$ 118,473	$ 1,184,732	$ 1,398,907
Highland Beach	0.192276	0.0945%	$ 215,466	$ 2,154,660	$ 2,544,178
Hypoluxo	0.143469	0.0705%	$ 160,772	$ 1,607,722	$ 1,898,365
Juno Beach	0.171497	0.0843%	$ 192,180	$ 1,921,805	$ 2,269,228
Jupiter	3.074644	1.5116%	$ 3,445,470	$ 34,454,700	$ 40,683,406
Jupiter Inlet Colony	0.021263	0.0105%	$ 23,827	$ 238,270	$ 281,344
Lake Clarke Shores	0.180410	0.0887%	$ 202,169	$ 2,021,686	$ 2,387,165
Lake Park	0.455159	0.2238%	$ 510,054	$ 5,100,545	$ 6,022,619
Lake Worth	1.955674	0.9615%	$ 2,191,543	$ 21,915,435	$ 25,877,298
Lantana	0.572210	0.2813%	$ 641,223	$ 6,412,234	$ 7,571,435
Loxahatchee Groves	0.170906	0.0840%	$ 191,519	$ 1,915,186	$ 2,261,413
Manalapan	0.021907	0.0108%	$ 24,549	$ 245,490	$ 289,870
Mangonia Park	0.105883	0.0521%	$ 118,654	$ 1,186,537	$ 1,401,039
North Palm Beach	0.654093	0.3216%	$ 732,981	$ 7,329,814	$ 8,654,895
Ocean Ridge	0.095574	0.0470%	$ 107,101	$ 1,071,012	$ 1,264,629
Pahokee	0.293112	0.1441%	$ 328,464	$ 3,284,638	$ 3,878,433
Palm Beach	0.438675	0.2157%	$ 491,583	$ 4,915,825	$ 5,804,506
Palm Beach Gardens	2.688266	1.3216%	$ 3,012,492	$ 30,124,923	$ 35,570,894
Palm Beach Shores	0.061586	0.0303%	$ 69,014	$ 690,141	$ 814,904
Palm Springs	1.121494	0.5513%	$ 1,256,754	$ 12,567,545	$ 14,839,500
Riviera Beach	1.810970	0.8903%	$ 2,029,387	$ 20,293,874	$ 23,962,592
Royal Palm Beach	1.947190	0.9573%	$ 2,182,037	$ 21,820,367	$ 25,765,044
South Bay	0.161671	0.0795%	$ 181,170	$ 1,811,695	$ 2,139,213
South Palm Beach	0.073130	0.0360%	$ 81,950	$ 819,505	$ 967,654
Tequesta	0.302240	0.1486%	$ 338,693	$ 3,386,925	$ 3,999,212
Wellington	3.175212	1.5610%	$ 3,558,167	$ 35,581,669	$ 42,014,108
West Palm Beach	5.601454	2.7538%	$ 6,277,033	$ 62,770,335	$ 74,117,929
School District		**50.000%**	**$ 113,970,730**	$ 1,139,707,300	$ 1,345,743,095
Economic Incentives		**0.000%**	**$ -**	$ -	$ -
Countywide Total	**100.000000**	**1.000000**	**$ 227,941,460**	**$ 2,279,414,600**	**$ 2,691,486,189**

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Village Manager's Office

ITEM #20: Ordinance No. 2016-07 – Village Code Amendment – Municipal Elections Candidate Qualifying Period

SUMMARY: As a result of the recently approved Charter Amendments, municipal election qualifying periods are required to be established by ordinance and incorporated into the Village's Code. Thus, to ensure sufficient time and opportunity for Village Council candidates to distribute their message and enable staff to properly prepare for the election, it is recommended to move our qualifying period for future elections to begin at noon on the 1st Monday in November and end at noon on the 3rd Monday in November preceding the upcoming election.

In addition, this change would ensure sufficient time to submit municipal qualified candidate's names to the Supervisor of Elections (SOE) for any required concurrent statewide or countywide elections (i.e., presidential primary elections, etc.).

The proposed ordinance was prepared by the Village Attorney and reviewed by the Village Clerk.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on June 9th.

FISCAL IMPACT:
There is no fiscal impact to the Village.

ATTACHMENTS:
1. Proposed Ordinance No. 2016-07 – Municipal Elections Candidate Qualifying Period

ORDINANCE NO. 2016-07

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, EXEMPTING THE VILLAGE OF PALM SPRINGS FROM THE PROVISIONS OF LAWS OF FLORIDA CHAPTER 83-498 BY OPTING OUT OF THE PROVISIONS FOR UNIFORM FILING DATES AND AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 22 "ELECTIONS", TO CREATE SECTION 22-8, "CANDIDATE QUALIFYING PERIOD" TO PROVIDE FOR THE START AND END DATE FOR THE QUALIFYING PERIOD; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Chapter 83-498 of the Laws of Florida provides for uniform filing dates for all municipal elections; and

WHEREAS, Chapter 83-498 further provides that the governing body of any municipality may exempt itself form the provisions of the Act by adopting an ordinance declaring its exemption; and

WHEREAS, the Council desires to exempt itself from the provisions of Chapter 83-498 and ratify the filing dates as set forth in its charter and ordinances; and

WHEREAS, the Village Council has also determined that it is in the best interests of the Village to set a qualifying period for candidates for municipal office as provided in this ordinance.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 22 "Elections", is hereby amended by creating Section 22-8, "Candidate qualifying period" as follows.

Sec. 22-8. - Candidate qualifying period.

Candidates for mayor or village councilmember shall file such papers and pay such fees, as set forth in section 5.03 of the village charter with the village clerk no earlier than noon on the

first Monday in November, nor later than noon on the third Monday in November of the year preceding the calendar year in which the election is to be held.

Section 3. Chapter 22 "Elections", is hereby amended by creating Section 22-9, "Control and conduct of elections according to state law" as follows.

Sec. 22-9. - Control and conduct of elections according to state law.

(a) Except as otherwise provided in the charter and ordinances of the village, all voter registration and elections in the village shall be controlled, held and conducted, as far as practicable, according to the provisions of the laws of the state governing general state elections, such laws being incorporated herein by reference.

(b) The village exempts itself from the provisions of Chapter 83-498 of Laws of Florida by opting out of the provisions for uniform filing dates and further hereby ratifies the filing dates specified in the village charter and ordinances.

Section 4. Codification. The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading:_____
Second Reading:_____

ATTEST:

BY: _____
SUSAN CALJEAN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Village Manager's Office

ITEM #21: Ordinance 2016-08 – Village Code Amendment – Municipal Elections Filing Vacancy

SUMMARY: As a result of the recently approved Charter Amendments, municipal election vacancies were removed from the Charter and must now be established by ordinance and incorporated into the Village's Code. Thus, it is recommended to adopt language that clarifies the process to be followed when a qualified candidate vacates the election process (i.e., death, withdrawal, etc.) and results in one or fewer remaining candidates.

If there is a single remaining qualified candidate, they will be declared elected to the position of mayor or council member.

If there are no remaining qualified candidates, than the vacancy shall be filled either by appointment or special election (pursuant to Section 3.07 of the Village Charter).

The proposed ordinance was prepared by the Village Attorney and reviewed by the Village Clerk.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on June 9th.

FISCAL IMPACT:
There is no fiscal impact to the Village.

ATTACHMENTS:
1. Proposed Ordinance No. 2016-08 - Municipal Elections Filing Vacancy

ORDINANCE NO. 2016-08

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 22 "ELECTIONS", BY DELETING SECTION 22-3, "FILLING VACANCIES AFTER FILING DEADLINE" AND ENACTING A NEW SECTION 22-3, "FILLING A VACANCY IN CANDIDACY" TO PROVIDE FOR THE FILLING OF A VACANCY AFTER THE QUALIFYING PERIOD; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to change the vacancy in candidacy provisions as provided in this ordinance.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 22 "Elections", is hereby amended by deleting Section 22-3, "Filling vacancies after filing deadline" and enacting a new Section 22-3, "Filling a vacancy in candidacy" as follows:

~~**Sec. 22-3. - Filling vacancies after filing deadline.**~~

~~If death, resignation, withdrawal, removal or any other cause or event should cause a vacancy in office between the last date of filing and the date of the general election and there are fewer than two candidates left for election, the village council by majority vote shall set the latest practicable filing date for the office which will permit ballots to be available, and the qualifying and filing for the specific office shall be reopened until the new filing deadline for additional persons to qualify for the office or unexpired term. The qualifying fee and all other requirements shall apply.~~

Sec. 22-3. - Filling a vacancy in candidacy.

(a) If the death, withdrawal or removal from the ballot of a qualified candidate following the end of the qualifying period results in only one candidate remaining on the ballot for that mayoral or council office, the remaining candidate shall be declared elected and no election for that office shall be required.

(b) If the death, withdrawal or removal from the ballot of a qualified candidate following the end of the qualifying period results in there being no candidate remaining on the ballot for that mayoral or council office, the vacancy in office shall be filled pursuant to Section 3.07 of the Charter of the Village Code.

Section 3. **Codification.** The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 4. **Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. **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 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading:_____
Second Reading:_____

ATTEST:

BY: _____
SUSAN CALJEAN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Public Service

ITEM #22: Ordinance No. 2016-05 – Village Code Amendment – Utility Billing Adjustments

SUMMARY: In an effort to enhance our customer service and provide clear guidance related to collection/adjustments of Village utility bills, the Public Service Department is recommending the following amendments to the Village Code - Chapter 78 "Utilities":

BILLING ERRORS:
Provides for adjustments to correct billing issues (i.e., charge for water/wastewater in error, a bill was not provided for consumed water/wastewater, etc.)

LEAKS AT THE METER:
Provides a wastewater billing credit for above average usage due to a documented leak on the customer's side of the water meter. Credit for both water and wastewater charges is also provided when the leak is within three (3) feet of the meter and the Village changed out or repaired the meter within the last three (3) months

SWIMMING POOL FILLING:
Provides customers with an opportunity to request a wastewater billing adjustment based on the number of gallons of water that was used to fill a swimming pool

ACTS OF NATURE:
Provides for a credit if an act of nature (i.e., uprooting of a tree that results in a water line break) causes above average water usage

EXCESSIVE USE:
Provides an excessive use credit will be applied when one month's usage is three or more times a customer's average usage and it is not the result of an apparent or deliberate act of the customer

The proposed amendments were developed by the Public Service Department and have been reviewed by the Village Attorney.

The proposed ordinance was approved during 1st reading by the Council on April 14, 2016, and is being presented for consideration on 2nd and final reading.

FISCAL IMPACT:
There is no direct fiscal impact of the proposed amendments.

ATTACHMENTS:
1. Proposed Ordinance No. 2016-05

ORDINANCE NO. 2016-05

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 78 "UTILTITIES", ARTICLE II, "WATER AND WASTEWATER SYSTEM", DIVISION 1, "GENERALLY", BY ENACTING A NEW SECTION 78-45, "UTILITY BILLING ADJUSTMENTS" TO PROVIDE REGULATIONS REGARDING ADJUSTMENTS TO CUSTOMER UTILITY BILLS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, from time to time circumstances arise which warrant adjustments in the charges billed for utility services from the Village; and

WHEREAS, The Village Council desires to ensure that any adjustments in utility bills are made in a consistent, fair and equitable manner.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 78 "Utilities", Article II, "Water and Wastewater System", Division 1, "Generally" is hereby amended by enacting a new Section 78-45 "Utility Billing Adjustments" to read as follows:

Sec. 78-45. Utility Billing Adjustments.

(a) *Adjustment for Billing Errors.* Customers shall be given credit if services were billed to the customer but not provided. Such credits will be limited to the current customer and shall not go back more than twelve (12) months. When it is found that services have been provided to a customer but not billed, the customer shall be back billed, but for no more than twelve (12) months; except for unauthorized connection, unauthorized use, or unauthorized tampering by the customer. In such instances back billing shall be from the date services were first provided but not billed to the current customer.

(b) *Adjustment for Leaks at the Meter.* Excess water use due to a leak on the customer's side of the meter is the responsibility of the customer. The village will review each case and may apply a credit against the wastewater portion of the bill if the customer is able to present third party verification, such as a bill or letter from a state licensed plumber, that the leak existed and that the leak has been repaired. Credit shall be limited to the actual wastewater charge less the customer's average wastewater charge. The customer shall not be responsible for leaks at or within three feet of the meter box if the

meter has been changed out or repaired by the village within the preceding three (3) months and the cause of the leak cannot reasonably be attributed to actions by the customer.

(c) *Filling Residential Swimming Pools.* Customers may request an adjustment to their sewer bill by notifying the village prior to draining and refilling a residential swimming pool. Following notification the village will adjust wastewater charges based on the customer's average usage. No adjustment shall be provided for water usage. This adjustment may be requested only one time in a rolling twelve (12) month period.

(d) *Adjustment for Damage Due to Acts of Nature.* The village will grant customers an Excessive Use Credit as described below if the customer can provide documentation, such as a copy of the insurance claim for water damage caused by a broken line, pictures of an uprooted tree, etc., resulting from acts of nature. This does not include broken lines resulting from root intrusion. An adjustment under this section may only be requested once in a rolling twelve (12) month period.

(e) *Excessive Use Credit.* An Excessive Use Credit will be provided by the village at the customer's request for customers meeting the following criteria:

1) The actual meter reading for one monthly billing cycle is three or more times the average monthly usage for the prior calendar year for the customer at that service location (or in the event the service location has less than twelve months' history, the average use for the months available for the same customer); and
2) The abnormally high use is not the result of an apparent or deliberate act of the customer such as pool filling, frequent use of sprinklers, or hoses left running; and
3) The Excessive Use Credit is limited to one time within a three-year period on a specific account; and
4) The billing in question has occurred within the past six months.

The Excessive Use Credit will be applied to all water commodity charges in excess of the customer's average usage. The customer is responsible for paying the full cost of his/her average usage plus the minimum rate per 1,000 gallons for all water used in excess of their average usage.

Section 3. Codification. The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. 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.

<u>Section 6</u>. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading:_____
Second Reading:_____

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Land Development

ITEM #23: Ordinance No. 2016-06 – Village Code Amendment – Floodplain Management

SUMMARY: The Land Development department is recommending an amendment to the Village Code due to recent changes to the Florida Building Code (5th Edition) pertaining to buildings and structures within flood hazard areas to ensure consistency between both documents. The proposed ordinance was developed by the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management have developed a model ordinance and is specifically designed to repeal and replace existing regulations to satisfy the National Flood Insurance Program and Florida Building Code requirements.

Following the effective date of the new Flood Insurance Rate Maps (FIRM), which is the official map of the Village on which FEMA has identified both special hazard areas and the risk premium zones within the Village; the Village will be mandated to adopt these regulations within a 6-month period. As a result, staff is bringing this ordinance forward in advance of the federal mandate.

Note: FEMA is expecting to finalize the FIRM by September 2016 and possible insurance rate adjustments are expected to be implemented by March 2017. At this time, the Village will maintain fewer properties within a flood hazard area under the new maps; thus, significant rate increases are not expected.

The proposed ordinance has been reviewed and approved for adoption by the State.

The Land Development Board considered the proposed amendments at their April 12th meeting and recommended approval.

The proposed ordinance was approved during 1st reading by the Council on April 14, 2016, and is being presented for consideration on 2nd and final reading.

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

ATTACHMENTS:
1. Proposed Ordinance No. 2016-06

ORDINANCE NO. 2016-06

AN ORDINANCE BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA AMENDING THE VILLAGE CODE OF ORDINANCES TO AMEND CHAPTER 1, "GENERAL PROVISIONS", SECTION 1-2, "DEFINITIONS AND RULES OF CONSTRUCTION", TO CLARIFY DEFINITIONS AS A RESULT OF FLOODPLAIN MANAGEMENT; AND AMENDING CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS", ARTICLE II, "FLORIDA BUILDING CODE", SECTION 10-32, "TECHNICAL AMENDMENTS" TO ADOPT TECHNICAL AMENDMENTS TO THE *FLORIDA BUILDING CODE* AS A RESULT OF FLOODPLAIN MANAGEMENT REQUIREMENTS; AND REPEALING ARTICLE II "FLOOD DAMAGE PREVENTION" WITHIN CHAPTER 34, "LAND DEVELOPMENT", IN ITS ENTIRETY, AND TO ADOPT A NEW ARTICLE II "FLOODPLAIN MANAGEMENT" WITHIN CHAPTER 34, "LAND DEVELOPMENT" TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the Village of Palm Springs (the "Village") and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Village was accepted for participation in the National Flood Insurance Program on March 1, 1978 and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the Village Council adopted a requirement to increase the minimum elevation requirement and to limit partitioning of enclosed areas below elevated buildings **,** to require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over the life of the structure, and to limit access to enclosed areas for buildings and structures in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code;

WHEREAS, the Village has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code.*

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Palm Springs that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Article II, "Flood Damage Prevention" within Chapter 34, "Land Development" adopted by Ordinance 88-04.

ARTICLE II. – FLOODPLAIN MANAGEMENT

DIVISION 1. - ADMINISTRATION

Sec. 34-31 GENERAL

(1) Title. These regulations shall be known as the *Floodplain Management Regulations* of the Village of Palm Springs , hereinafter referred to as "this article ."

(2) Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(3) Intent. The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

a. Minimize unnecessary disruption of commerce, access and public service during times of flooding;

b. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

c. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

d. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

e. Minimize damage to public and private facilities and utilities;

f. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

g. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

h. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(4) Coordination with the *Florida Building Code*. This article is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code.*

(5) Warning. The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

(6) Disclaimer of Liability. This article shall not create liability on the part of the Village Council of the Village of Palm Springs or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 34-32 APPLICABILITY

(1) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(2) Areas to which this article applies. This article shall apply to all flood hazard areas within the Village as established in Sec 34-32(3) of this article.

(3) Basis for establishing flood hazard areas. The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas **,** and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM) dated December 22, 1998, and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Land Development Department, 226 Cypress Lane, Palm Springs, FL 33461.

(4) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Sec. 34-35 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

a. Are below the closest applicable base flood elevation, even in areas not delineated as a

special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.

b. Are above the closest applicable base flood elevation, the area shall be regulated as a special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(5) Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(6) Abrogation and greater restrictions. This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this article and any other article or ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

7) Interpretation. In the interpretation and application of this article, all provisions shall be:

a. Considered as minimum requirements;

b. Liberally construed in favor of the governing body; and

c. Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 34-33 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

(1) Designation. The Village Manager is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(2) General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Sec 34-37 of this article.

(3) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

a. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

b. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

c. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

d. Provide available flood elevation and flood hazard information;

e. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

f. Review applications to determine whether proposed development will be reasonably safe from flooding;

g. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

h. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(4) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

a. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

b. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

c. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and

d. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

(5) Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Sec 34-37 of this article.

(6) Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(7) Inspections. The Floodplain Administrator shall make the required inspections as specified in sec. 34-36 of this article for development that is not subject to the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building Code*. The

Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(8) Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

a. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Sec 34-33(4) of this article;

b. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

c. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

d. Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete; and

e. Notify the Federal Emergency Management Agency when the corporate boundaries of the Village of Palm Springs are modified.

(9) Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Village's Land Development Department.

Sec. 34-34 PERMITS

(1) Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(2) Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code,* including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(3) Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

a. Railroads and ancillary facilities associated with the railroad.

b. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

c. Temporary buildings or sheds used exclusively for construction purposes.

d. Mobile or modular structures used as temporary offices.

e. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

f. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

g. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

h. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

i. Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(4) Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

a. Identify and describe the development to be covered by the permit or approval.

b. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

c. Indicate the use and occupancy for which the proposed development is intended.

d. Be accompanied by a site plan or construction documents as specified in Sec 34-35 of this article.

e. State the valuation of the proposed work.

f. Be signed by the applicant or the applicant's authorized agent.

g. Give such other data and information as required by the Floodplain Administrator.

(5) Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(6) Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(7) Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

(8) Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

a. The South Florida Water Management District; section 373.036, F.S.

b. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

c. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

d. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

e. Federal permits and approvals.

Sec. 34-35 SITE PLANS AND CONSTRUCTION DOCUMENTS

(1) Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

a. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

b. Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Sec 34-35(2)b. or c. of this article.

c. Where the parcel on which the proposed development will take place will have more

than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Sec 34-35(2)a. of this article.

d. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

e. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

f. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

g. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(2) Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

b. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

c. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

    1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

    2. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

d. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(3) Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for

submission with the site plan and construction documents:

a. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Sec 34-35(4) of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

b. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

c. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Sec. 34-35(4) of this article.

(4) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 34-36 INSPECTIONS

(1) General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

(2) Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(3) Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(4) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code,* or the owner's authorized agent, shall submit to the Floodplain Administrator**:**

a. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

b. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Sec 34-35(2)c.2. of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(5) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Sec. 34-36(4) of this article.

(6) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec. 34-37 VARIANCES AND APPEALS

(1) General. The Construction Board of Adjustment and Appeals shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to section 553.73(5), F.S., the Construction Board of Adjustment and Appeals shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

(2) Appeals. The Construction Board of Adjustment and Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(3) Limitations on authority to grant variances. The Construction Board of Adjustment and Appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Sec. 34-37(7) of this article, the conditions of issuance set forth in Sec. 34-37(8) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Construction Board of Adjustment and Appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

(4) Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105.3 of this article.

(5) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation

will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(6) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Sec. 34-37 (4) , is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(7) Considerations for issuance of variances. In reviewing requests for variances, the Construction Board of Adjustment and Appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

a. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

b. The danger to life and property due to flooding or erosion damage;

c. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

d. The importance of the services provided by the proposed development to the community;

e. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

f. The compatibility of the proposed development with existing and anticipated development;

g. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

h. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

i. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(8) Conditions for issuance of variances. Variances shall be issued only upon:

a. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

b. Determination by the Construction Board of Adjustment and Appeals that:

    1. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

2. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

3. The variance is the minimum necessary, considering the flood hazard, to afford relief;

c. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

d. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 34-38 VIOLATIONS

(1) Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(2) Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(3) Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law **.**

Secs. 34-39 -- 34-49. – Reserved.

DIVISION 2 - DEFINITIONS

Sec. 34-50 GENERAL

(1) Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section.

(2) Terms defined in the *Florida Building Code*. Where terms are not defined in this article and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

(3) Terms not defined. Where terms are not defined in this article or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

Sec. 34-51 DEFINITIONS

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.

ASCE 24. A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and **existing structure.** Any buildings and structures for which the "start of construction" commenced before February 23, 1978 (adoption of Ordinance 78-02) . [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before February 23, 1978 .

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

***Florida Building Code*.** The family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas*.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or “park trailer.” [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this article and the flood resistant construction requirements of the *Florida Building Code*, structures for which the “start of construction” commenced on or after February 23, 1978 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after February 23, 1978 .

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and

which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement. Any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a building or structure, taking place during the life of a structure, in which the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the

structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this article or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Secs. 34-52 -- 34-59. – Reserved.

DIVISION 3. - FLOOD RESISTANT DEVELOPMENT

Sec. 34-60 BUILDINGS AND STRUCTURES

(1) Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Sec. 34-34(3) of this article, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Sec. 34-66 of this article.

Sec. 34-61 SUBDIVISIONS

(1) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(2) Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

a. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

b. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Sec. 34-35(2)a. of this article; and

c. Compliance with the site improvement and utilities requirements of Sec. 34-62 of this article.

Sec. 34-62 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

(1) Minimum requirements. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(2) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(3) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(4) Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 34-35(A) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(5) Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

Sec. 34-63 MANUFACTURED HOMES

(1) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.

(2) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this article. Foundations for manufactured homes subject to Sec. 34-63(6) of this article are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(3) Anchoring. All new manufactured homes and replacement manufactured homes shall be

installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(4) Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Sec. 34-63(5) or (6) of this article, as applicable.

(5) General elevation requirement. Unless subject to the requirements of Section 34-63(6) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

(6) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Sec. 34-63(5) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

(1) Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or

(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.

(7) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

(8) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

Sec. 34-64 RECREATIONAL VEHICLES AND PARK TRAILERS

(1) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

a. Be on the site for fewer than 180 consecutive days; or

b. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(2) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Sec. 34-64(1) of this article for temporary placement shall meet the requirements of Sec. 34-63 of this article for manufactured homes.

Sec. 34-65 TANKS

(1) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(2) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Sec. 34-65(3) of this article shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(3) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(4) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 34-66 OTHER DEVELOPMENT

(1) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

a. Be located and constructed to minimize flood damage;

b. Meet the limitations of Sec. 34-62(4) of this article if located in a regulated floodway;

c. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

d. Be constructed of flood damage-resistant materials; and

e. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(2) Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Sec 34-62(4) of this article.

(3) Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Sec. 34-62(4) of this article.

(4) Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Sec. 34-62(4) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Sec. 34-35(3)c. of this article.

Secs. 34-66 -- 34-79. – Reserved.

SECTION 3. Chapter 10, "Buildings and Building Regulations", Article II, "Florida Building Code", Section 10-32, "Technical Amendments", is hereby added to make the following technical amendments to the *Florida Building Code, Residential*, and *Florida Building Code, Building*, and *Florida Building Code, Existing Building* as follows:

10-32. – Technical Amendments

(1) Amendments to the Florida Building Code, Residential

R322.2.1 - Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot, 18 inches above crown of road of the adjacent street, or the design flood elevation, whichever is higher.
2. Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or to the design flood elevation, whichever is higher.
3. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 1 foot, or at least 3 feet ~~2 feet (610 mm)~~ if a depth number is not specified.
4. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 1 foot or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements whose floors are not below grade on all sides, shall meet the requirements of Florida Building Code Section R322.2.2.

R322.2.2 - Enclosed areas below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations. Access to

enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

2. Be provided with flood openings that meet the following criteria:
   - 2.1. There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the design flood elevation, each area shall have openings on exterior walls.
   - 2.2. The total net area of all openings shall be at least 1 square inch (645 mm^2) for each square foot (0.093 m^2) of enclosed area, or the openings shall be designed and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.6.2.2 of ASCE 24.
   - 2.3. The bottom of each opening shall be 1 foot (305 mm) or less above the adjacent ground level.
   - 2.4. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.
   - 2.5. Any louvers, screens or other opening covers shall allow the automatic flow of floodwaters into and out of the enclosed area.
   - 2.6. Openings installed in doors and windows, that meet requirements 2.1 through 2.5, are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.

(2) Amendments to Florida Building Code, Building

1612.4.1 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators.

(3) Amendments to Definitions in *Florida Building Code, Building* and *Florida Building Code, Existing Building*

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during the life of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SECTION 4. Terms and definitions within Chapter 1 “General Provisions”, Section 1-2, “Definitions and rules of construction”, are hereby amended as follows (all other terms and definitions remain unchanged):.

Sec. 1-2. - Definitions and rules of construction.

The following definitions and rules of construction shall apply to this Code and to all ordinances unless the context requires otherwise:

….

Appeal. The term "appeal" shall mean a request for a review of the Building Official's interpretation of any provision of Chapter 10, Chapter 34, Article II, ~~or a request for a variance~~; or a means for obtaining review of a decision, determination, order or failure to act by the Land Development Director or Building Official pursuant to the terms of Chapter 34, ~~article VI~~.

~~*Area of shallow flooding.* The term "area of shallow flooding" shall mean a designated AO or VO zone on a community's flood insurance rate map (FIRM), with base flood depths from one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.~~

~~*Area of special flood hazard.* The term "area of special flood hazard" shall mean the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.~~

~~*Base flood.* The term "base flood" shall mean the flood having a one percent chance of being equaled or exceeded in any given year.~~

~~*Base flood elevation.* The term "base flood elevation" shall mean the height above mean sea level, expected to be reached by the 100-year flood.~~

~~*Basement* means a story situated under a building, the ceiling of which is entirely below natural grade or less than four feet six inches above grade. The basement is not considered a part of any living area and shall not be used as living area. Any portion of a basement that is below natural grade shall not be considered as part of the overall building height, however, that portion of any basement which exceeds natural grade shall be used in calculating the overall building height. *Basement* means a story situated under a building, the ceiling of which is entirely below natural grade or less than four feet six inches above grade. The basement is not considered a part of any living area and shall not be used as living area. Any portion of a basement that is below natural grade shall not be considered as part of the overall building height, however, that portion of any basement which exceeds natural grade shall be used in calculating the overall building height.~~

~~*Breakaway wall.* The term "breakaway wall" shall mean a wall that is not part of the structural support of the building and is intended, through its design and construction, to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.~~

~~*Coastal high hazard area.* The term "coastal high hazard area" shall mean the area subject to high velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a FIRM as zone V1—30, VE or V.~~

Development. The term "development" shall mean:

(1) Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, mining, dredging, filling, grading, paving, excavating, drilling operations, ~~or~~ temporary or permanent storage of equipment or materials, or any other land disturbing activities.

(2) The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any buildings, any extension of any use of land or any clearing, grading or other movement of land, for which permission may be required pursuant to Chapter 34, article VI.

~~*Elevated building.* The term "elevated building" shall mean a nonbasement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls or breakaway walls.~~

~~*Flood hazard boundary map (FHBM).* The term "flood hazard boundary map (FHBM) shall mean an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as zone A.~~

~~*Flood insurance rate map (FIRM).* The term "flood insurance rate map (FIRM)" shall mean an official map of the village, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the village.~~

~~*Flood insurance study.* The term "flood insurance study" shall mean the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary floodway map and the water surface elevation of the base flood.~~

~~*Flood, 100-year.* The term "flood, 100-year," shall mean the highest level of flooding that, on the average, is likely to occur once every 100 years (i.e., that has a one percent chance of being flooded each year).~~

~~*Floodplain* and *floodprone area.* The terms "floodplain" and "floodprone area" shall mean a land area adjoining a river, stream, watercourse, ocean, bay or lake, which is likely to be flooded.~~

~~*Floodplain area having special flood hazards.* The term "floodplain area having special flood hazards" shall mean that maximum area of the floodplain that, on the average, is susceptible to the 100-year flood.~~

~~*Floodway.* The term "floodway" shall mean the:~~

~~(1) Channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.~~

~~(2) Channel of a canal or other watercourse and the adjacent land areas required to carry and discharge a flood of a given magnitude.~~

~~*Inundation.* The term "inundation" shall mean any water in motion, or standing or ponded water~~

~~of sufficient depth to damage property due to the mere presence of water or the deposit of silt which may be a nuisance, hazard or health problem.~~

Lowest floor. The term "lowest floor" shall mean the lowest floor of the lowest enclosed area of a building or structure, ~~above natural grade (~~including basements ~~and subterranean parking garages to the extent that they are above natural grade).~~ , but excluding any ~~An~~ unfinished or flood resistant enclosure, other than a basement, usable solely for vehicle parking ~~of vehicles~~, building access or limited storage ~~which is below natural grade is not considered a building's lowest floor;~~ provided that such enclosure is not built so as to render the structure in violation of the ~~applicable~~ non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC,B, Section 202.] ~~design requirements of section 60.3 of the national flood insurance program regulations.~~

Manufactured home. The term "manufactured home" shall mean a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400), and which is built on a permanent, integral chassis and designed ~~to be used~~ for use with or without a permanent foundation when ~~connected~~ attached to the required utilities. Such term also includes park trailers, travel trailers and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property. [Also defined in 15C-1.0101, F.A.C.]

New construction. The term "new construction" shall mean structures for which the start of construction commenced on or after February 23, 1978 ~~the effective date of the ordinance from which chapter 34, article II is derived~~, and includes any subsequent improvements to such structures.

~~*One hundred-year flood.* See the definition of the term *Flood, 100-year.*~~

Recreational vehicle. The term "recreational vehicle" shall mean an automobile, trailer, camp-car, pickup camper, bus or other vehicle, with or without motor power, designed and constructed to travel on public thoroughfares without a special permit in accordance with the provisions of the state vehicle code, and designed for recreational use, including those designed and constructed for overnight occupancy.

~~*Recreational vehicle* means any automobile, bus, truck or van with camper body, off road vehicle, trailer, or other vehicle, with or without motor power, and designed for recreational use, including those designed and constructed for overnight occupancy.~~

~~*Start of construction.* The term "start of construction," for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), shall include substantial improvement, and means the date the building permit was issued, provided, the actual start of construction, repair, reconstruction or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure, including a manufactured home, on a site, such as the pouring of slabs or footings, installation of piles, construction of columns or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor the excavation for a basement, footings, piers, foundations or the erection of temporary forms; nor the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.~~

Substantial improvement. The term "substantial improvement" shall mean any combination of repairs, reconstruction, rehabilitation, alterations, addition, or other improvements to a building or structure, taking place during the life of a structure, in which the cumulative cost equals or exceeds 50 percent of the market value of the structure. The market value of the structure should be the appraised value of the structure prior to the start of the initial repair or improvement, or, in the case of damage, the value of the structure prior to the damage occurring. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. For each building or structure, the life of the structure begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to May 26, 1994. Such term does not, however, include 1) a project for improvement of a structure required to comply with existing health, sanitary or safety code specifications which are solely necessary to ensure safe living conditions, or 2) any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

SECTION 5. FISCAL IMPACT STATEMENT.
In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 6. APPLICABILITY.
For the purposes of jurisdictional applicability, this ordinance shall apply in the corporate limits of the Village of Palm Springs . This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance**.**

SECTION 7. CODIFICATION .
This ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs. The sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. REPEAL OF CONFLICTING ORDINANCES. All ordinances, resolutions or parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed.

SECTION 9. SEVERABILITY.
If any section, subsection, sentence, clause, phrase, or word of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 10. EFFECTIVE DATE.
This ordinance shall take effect immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
SUSAN M. CALJEAN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Land Development

ITEM #24: Resolution 2016-46 - Final Plat – Wawa – (Forest Hill/Congress)

SUMMARY: Mr. George Balaban, agent for the property owner, Elwill Associates, Inc., has filed the final plat to construct a new Wawa gas station at 1771 South Congress Avenue (southwest corner of Forest Hill Boulevard and Congress Avenue). The proposed development will include a 5,636 square foot convenience store with restaurant and gas station with 6 fueling pumps. The proposed preliminary plat unifies three (3) parcels.

The final plat is consistent with the approved site plan (Resolution 2016-06 – January 14, 2016) and the preliminary plat (Resolution 2016-27 – March 8, 2016), which were both previously approved by the Village Council.

The Village's Surveyor, Engenuity Group, has reviewed and determined that the proposed final plat mylar is in compliance with Chapter 177, F.S. - Platting Regulations.

FISCAL IMPACT:
There is no direct fiscal impact of the proposed plat.

ATTACHMENTS:
1. Proposed Resolution 2016-46
2. Proposed Final Plat
3. Approved Site Plan
4. Aerial and Location Maps

RESOLUTION NO. 2016-46

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE FINAL PLAT OF WAWA GAS STATION TO BE CONSTRUCTED AT 1771 S. CONGRESS AVENUE, SUBMITTED BY GEORGE BALABAN, AGENT FOR THE PROPERTY OWNER, A 5,636 SQUARE FOOT CONVENIENCE STORE WITH RESTAURANT AND GAS STATION WITH 6 FUELING PUMPS; UNIFYING THREE (3) PARCELS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2016, the Land Development Board reviewed and considered the application of George Balaban, agent for the property owner, Wawa ("Applicant"), for approval of the preliminary plat to construct a 5,636 square foot convenience store with restaurant and gas station with 6 fueling pumps unify three (3) parcels located at 1771 South Congress Avenue; and

WHEREAS, the Village Council adopted Resolution No. 2016-06 on January 14, 2016 approving the preliminary plat; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant for final plat approval to construct a 5,636 square foot convenience store with restaurant and gas station with 6 fueling pumps the proposed preliminary plat unifies three (3) parcels located at 1771 South Congress Avenue; and the same having been heard in Regular Session on March 8, 2016, and having been otherwise fully apprised of the premises herein, hereby approves the Final Plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council

Resolution No. 2016-46

Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of MAY 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

1771 SOUTH CONGRESS AVENUE

BEING A REPLAT OF LOT 8, BLOCK B AND A PORTION OF LOTS 1, 2, 3, 19 AND 20, BLOCK B, BRYANT PARK, AS RECORDED IN PLAT BOOK 20, PAGE 89 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING WITHIN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT ELWILL ASSOC., INC., OWNER OF THE LAND SHOWN HEREON AS "1771 SOUTH CONGRESS AVENUE", BEING A SUBDIVISION OF A PORTION OF LAND LYING WITHIN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:
LOT 19, LESS THE EAST 17 FEET THEREOF, BLOCK B, BRYANT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 89 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:
A. LOT 3, LESS THE NORTH 23 FEET THEREOF FOR ROAD RIGHT OF WAY, BLOCK B, BRYANT PARK, A SUBDIVISION IN PALM BEACH COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, IN PLAT BOOK 20, PAGE 89. LESS AND EXCEPT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 6523, PAGE 1610 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

B. W 52 FT. OF LOT 1, LESS N 23 FT. OF RD. R/W & LOT 2 LESS N 50 FT. OF E 150 FT. & E 17 FT. OF S 50 FT. BLOCK B AND LOT 20 LESS E 17 FT. RD. R/W BLOCK B BRYANT PARK, A SUBDIVISION OF SEC. 7, TWP. 44 S, RANGE 43 E, AS IN PLAT BOOK 20, PAGE 89, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 6523, PAGE 1610 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 3:
LOT 8, BLOCK B, BRYANT PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE ALONG THE EAST LINE OF SAID SECTION 7, N01°28'14"W, A DISTANCE OF 914.00 FEET; THENCE LEAVING SAID EAST LINE, S88°31'46"W, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF LOT 19, BLOCK "B", BRYANT PARK, AS RECORDED IN PLAT BOOK 20, PAGE 89 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N88°12'15"W, A DISTANCE OF 17.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 807 (SOUTH CONGRESS AVENUE) FOR A POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, N88°12'15"W, A DISTANCE OF 588.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N01°28'14"W, A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, S88°12'15"E, A DISTANCE OF 303.00 FEET; THENCE N01°28'14"W, A DISTANCE OF 253.93 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 882 (FOREST HILL BOULEVARD); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S88°12'15"E, A DISTANCE OF 153.08 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S01°28'14"E, A DISTANCE OF 104.01 FEET; THENCE S88°12'15"E, A DISTANCE OF 132.89 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 807 (SOUTH CONGRESS AVENUE); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°28'14"E, A DISTANCE OF 249.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 117,500 SQUARE FEET OR 2.697 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1) LOT 1 IS HEREBY RESERVED FOR THE OWNER, ELWILL ASSOC., INC., FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

2) TRACT "A" AS SHOWN HEREON, IS HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY PURPOSES.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH COMPANY AUTHORITY THIS _____ DAY OF _____, 20__.

OWNER: ELWILL ASSOC., INC.

WITNESS: _____
PRINT NAME:

BY: _____
PRINT NAME:
TITLE:

WITNESS: _____
PRINT NAME:

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF _____ AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT (HE)(SHE) EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20__.

MY COMMISSION EXPIRES:

_____
NOTARY PUBLIC

NAME: _____

COMMISSION No. _____

TITLE CERTIFICATION:

STATE OF _____

COUNTY OF _____

I/WE, _____, A _____ DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE HEREON DESCRIBED PROPERTY IS VESTED IN _____; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ BY: _____

PRINT NAME: _____

TITLE: _____

VILLAGE OF PALM SPRINGS APPROVAL:

STATE OF FLORIDA

COUNTY OF PALM BEACH

VILLAGE OF PALM SPRINGS

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 20__.

BY: _____
PRINT NAME: _____
VILLAGE MAYOR

BY: _____
PRINT NAME: _____
VILLAGE ENGINEER

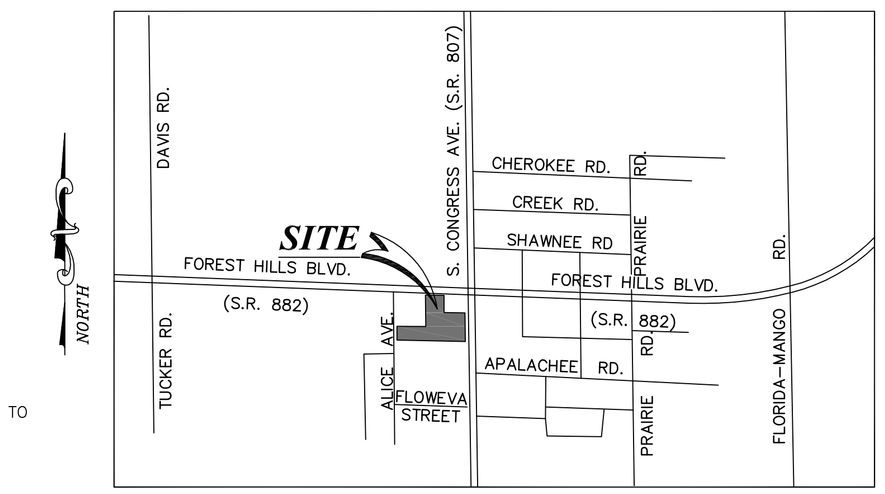
BY: _____
PRINT NAME: _____
VILLAGE CLERK

REVIEWING SURVEYOR'S APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES, TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177, PART 1, FLORIDA STATUTES IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

_____ DATE: _____
KEVIN M. BECK, P.S.M.
FLORIDA CERTIFICATE NO. LS-6168

VICINITY MAP
(NOT TO SCALE)



COUNTY OF PALM BEACH }
} SS
STATE OF FLORIDA }
THIS PLAT WAS FILED FOR RECORD AT
_____ THIS ___ DAY OF _____,
20__ AND DULY RECORDED IN PLAT
BOOK No. ____ ON PAGE _____
SHARON R. BOCK, CLERK AND COMPTROLLER
BY _____

SURVEYOR'S NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

2. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THERE PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

3. COORDINATES SHOWN ARE GRID DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST (0901)
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
PROJECT SCALE FACTOR = 1.000040916
GROUND DISTANCE x SCALE FACTOR = GRID DISTANCE

4. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.

5. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

6. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED EAST LINE OF SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST. SAID LINE BEARS S01°28'14"E.

PREPARING SURVEYOR & MAPPER'S STATEMENT:

THIS INSTRUMENT WAS PREPARED BY: JEFFREY L. KOHLER, P.S.M. L.S.6201, STATE OF FLORIDA
EBI SURVEYING (L.B. 7652)
8415 SUNSTATE STREET
TAMPA, FLORIDA 33634
PH. 813.886.6080

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS("P.R.M.S"), PERMANENT CONTROL POINTS (P.C.P.S), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF VILLAGE OF PALM SPRINGS, FLORIDA.

BY: _____ DATE: _____

JEFFREY L. KOHLER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 6201

EBI SURVEYING
LICENSED BUSINESS #7652
8415 SUNSTATE STREET
TAMPA, FLORIDA, 33634

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634
Phone: (813) 886-6080 / Fax: (813) 886-6081
LB Number 7652

SITE PLAN DATA:

CONTROL NUMBER	2015-XXX

AREA TABULATION:

TRACT "A"	0.099 ACRES
LOT 1	2.598 ACRES
TOTAL AREA	2.697 ACRES

CORPORATE SEAL

VILLAGE CLERK SEAL

REVIEWING SURVEYOR SEAL

VILLAGE ENGINEER SEAL

SURVEYOR SEAL

1771 SOUTH CONGRESS AVENUE

BEING A REPLAT OF LOT 8, BLOCK B AND A PORTION OF LOTS 1, 2, 3, 19 AND 20, BLOCK B, BRYANT PARK, AS RECORDED IN PLAT BOOK 20, PAGE 89 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING WITHIN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2

COUNTY OF PALM BEACH }
} SS
STATE OF FLORIDA }
THIS PLAT WAS FILED FOR RECORD AT
_____ THIS ___ DAY OF _____,
20__ AND DULY RECORDED IN PLAT
BOOK No. ____ ON PAGE _____
SHARON R. BOCK, CLERK AND COMPTROLLER
BY _____

NORTH

GRAPHIC SCALE
30 0 30
(IN FEET)
1 inch = 30 feet

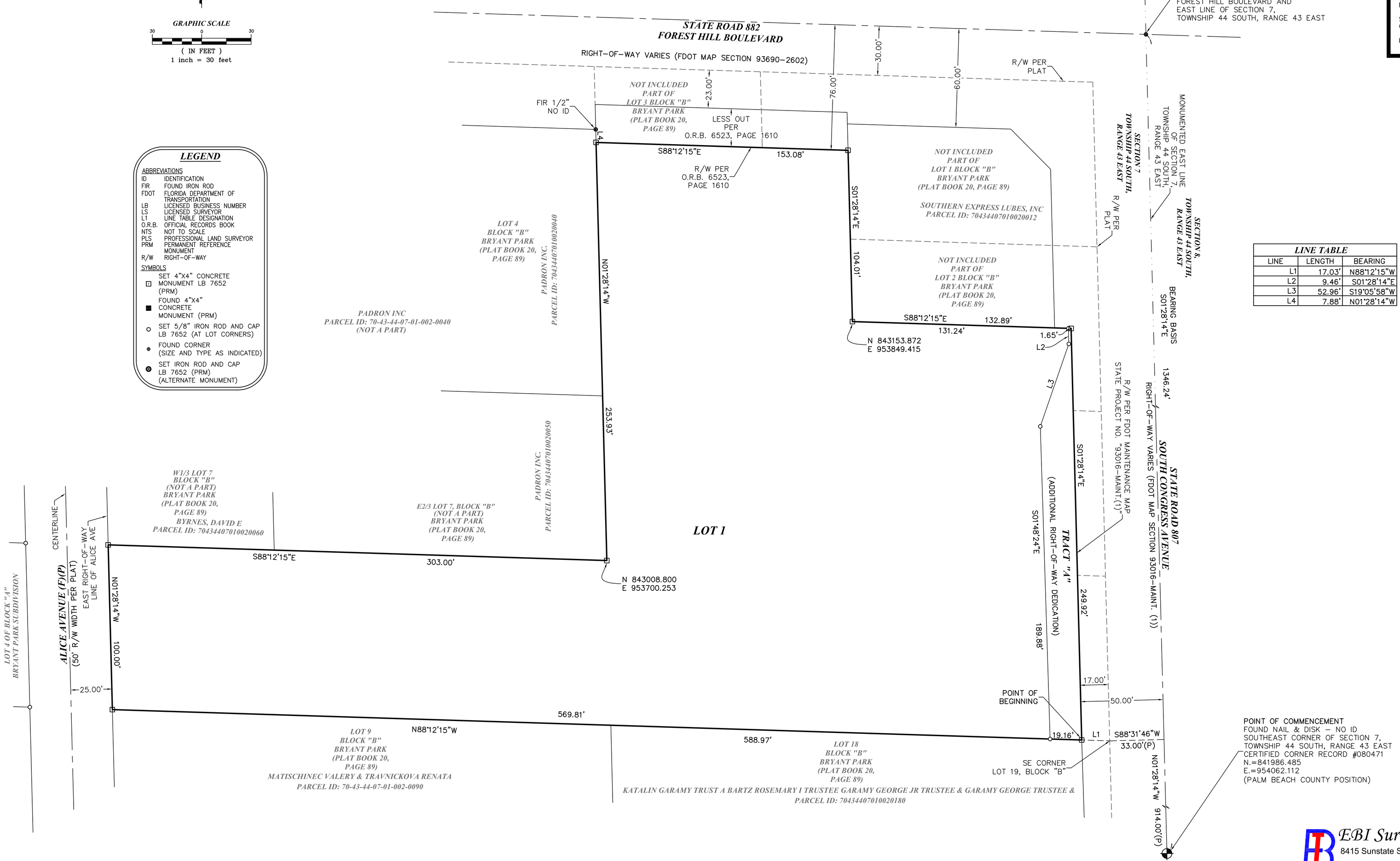
LEGEND

ABBREVIATIONS

ID	IDENTIFICATION
FIR	FOUND IRON ROD
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
L1	LINE TABLE DESIGNATION
O.R.B.	OFFICIAL RECORDS BOOK
NTS	NOT TO SCALE
PLS	PROFESSIONAL LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY

SYMBOLS

- SET 4"X4" CONCRETE MONUMENT LB 7652 (PRM)
- FOUND 4"X4" CONCRETE MONUMENT (PRM)
- SET 5/8" IRON ROD AND CAP LB 7652 (AT LOT CORNERS)
- FOUND CORNER (SIZE AND TYPE AS INDICATED)
- SET IRON ROD AND CAP LB 7652 (PRM) (ALTERNATE MONUMENT)



LINE TABLE

LINE	LENGTH	BEARING
L1	17.03'	N88°12'15"W
L2	9.46'	S01°28'14"E
L3	52.96'	S19°05'58"W
L4	7.88'	N01°28'14"W

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634
Phone: (813) 886-6080 / Fax: (813) 886-6081
LB Number 7652

VILLAGE OF PALM SPRINGS

Wawa Gas Station

Parcels

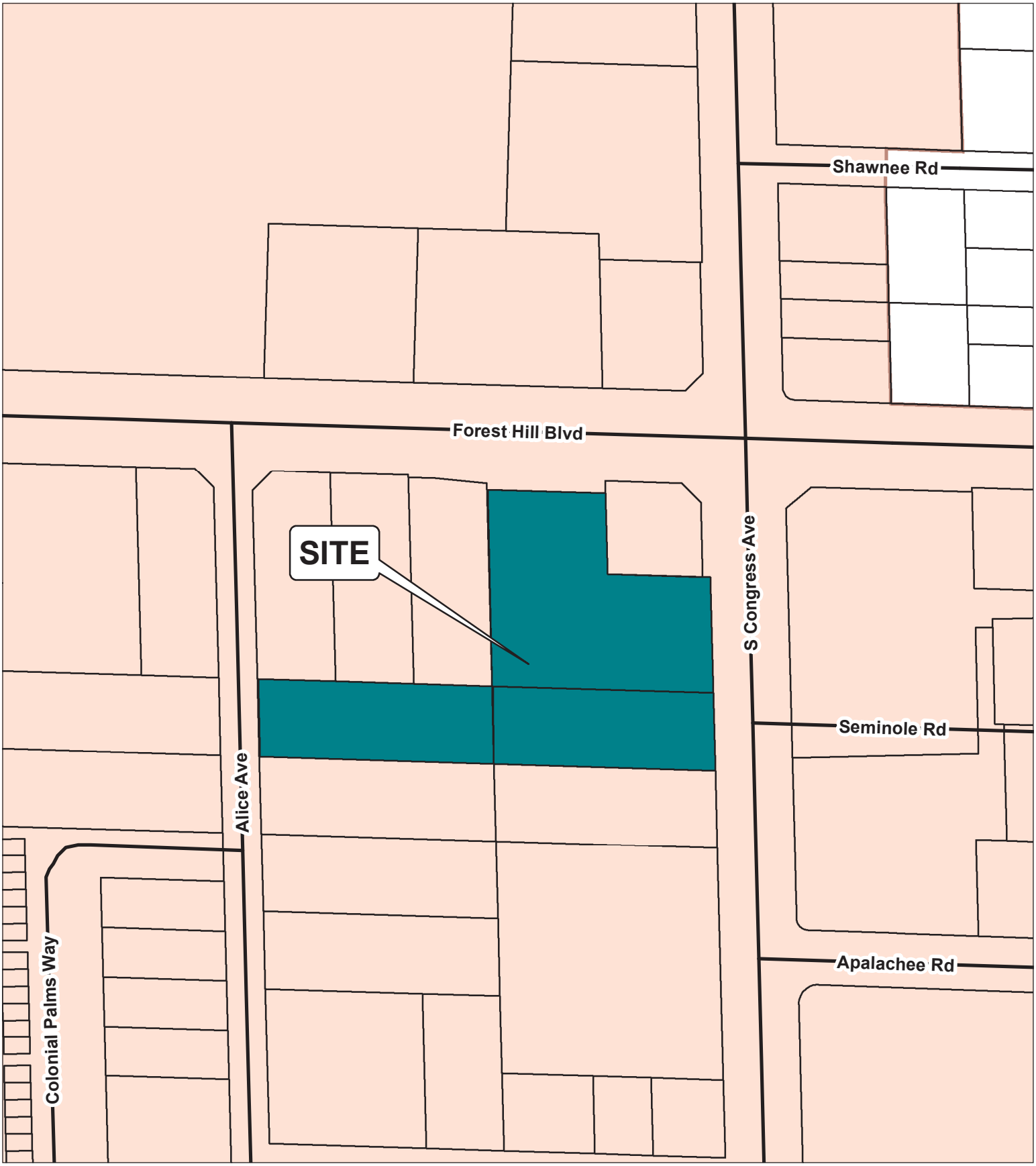
0 75 150 300 Feet

DATE: 9/03/2015

N W E S

VILLAGE OF PALM SPRINGS

Wawa Gas Station



Wawa Gas Station

Village Limits

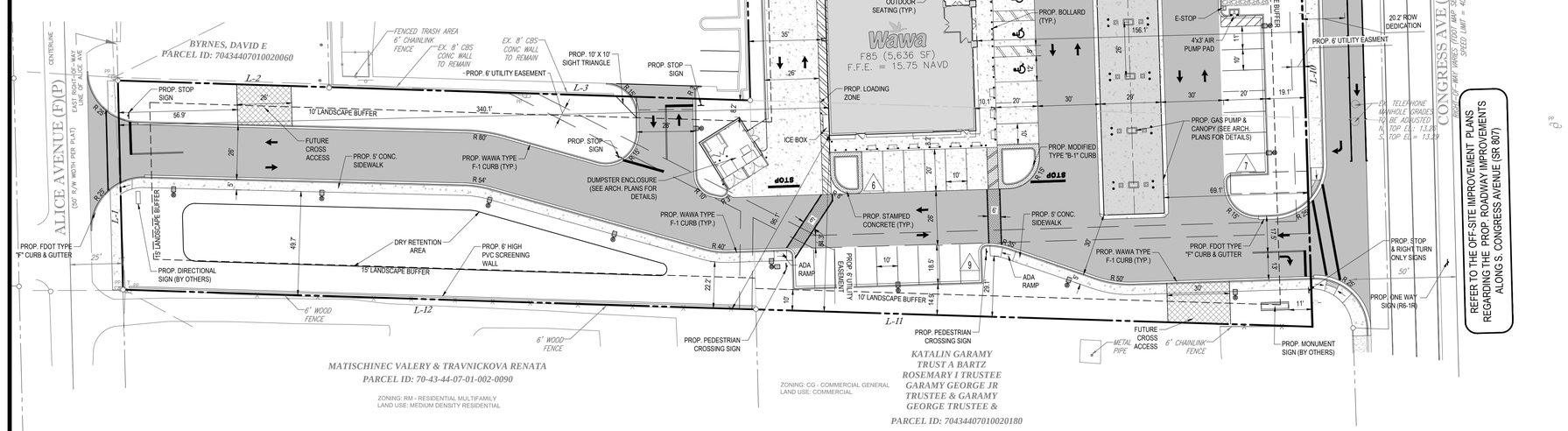
0 75 150 300 Feet

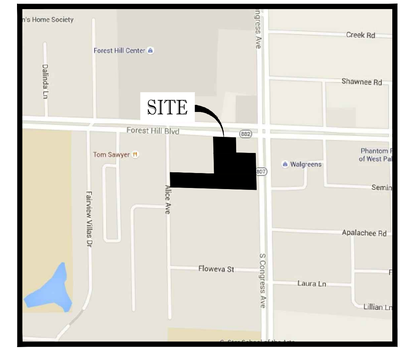
DATE: 9/03/2015

N W E S

PROPERTY LINE TABLE

LINE	BEARING	DISTANCE
L-1	N01°25'05"W (F) N01°27'15"W (C) N01°27'15"W (D)	100.14' (F)
L-2	S87°59'15"E (F)	101.23' (F)
L-3	S88°12'15"E (P)(D) S88°12'27"E (F)	202.00' (P)(D) 201.78' (F)
L-4	N01°27'08"W (F) N01°24'13"W (F)	253.88' (C) 253.85' (F)
L-5	S88°12'15"E (F) S88°12'15"E (P)	152.80' (F) 152.80' (P)
L-□	S01°24'01"E (F) S01°27'15"E (C)	104.10' (F) 103.88' (C)
L-7	N88°18'03"W (F) N88°12'15"W (P)	131.24'
L-8	N01°23'21"W	9.4□'
L-9	N19°04'23"E	52.9□'
L-10	S01°49'59"E	189.97'
L-11	N88°12'15"W (D) N88°12'15"W (F)	28□.00' (D) 28□.09' (F)
L-12	N88°12'15"W (P)(D) N88°13'57"W (F)	303.00' (P)(D) 303.21' (F)





LOCATION MAP

SCALE: N.T.S.

SITE DATA:

PROPERTY OWNER (S): ELWILL ASSOC. INC
TPRE-PS

SITE LOCATION: SOUTHWEST CORNER OF FOREST HILL BLVD
□ S CONGRESS AVENUE
PALM SPRINGS□FL 3340□

PARCEL ID NO (S): 70-43-44-07-01-002-0011
70-43-44-20-01-002-0190
70-43-44-20-01-002-0080

ENGINEER: BOHLER ENGINEERING
2255 GLADES ROAD□SUITE 305E
BOCA RATON□FL 33431
(5□1) 571-0280

PROPOSED USE: CONVENIENCE STORE W/ GAS PUMP SALES

NUMBER OF STRUCTURES: 1

PROPOSED F.A.R: 0.05
MAXIMUM F.A.R. : 0.50

BUILDING SETBACK	RE□UIRED	PROPOSED
FOREST HILL BLVD (NORTH)	25'	182.□'
AD□ACENT TO CG (SOUTH	15'	84.3'
ALICE AVE (WEST)	20'	340.1'
AD□ACENT TO CG (WEST)	15'	35'
S CONGRESS AVE (EAST)	50'	□9.1'
AD□ACENT TO RES. (SOUTH)	30'	95.1'

AREA CALCULATIONS	
GROSS SITE AREA	117□5□8 S.F. (2.70 AC)
R/W DEDICATION AREA	4□404 S.F. (0.10 AC)
NET AREA	113□1□4 S.F. (2.□0 AC) - 100.0□
TOTAL IMPERVIOUS AREA	7□□27 S.F. (1.7□ AC) - □7.7□
BUILDING AREA	5□□3□S.F. (0.13 AC) - 5.0□
GAS CANOPY AREA	4□582 S.F. (0.11 AC) - 4.0□
PAVEMENT / SIDEWALK	□□409 S.F. (1.52 AC) - 58.7□
TOTAL PERVIOUS AREA	3□537 S.F. (0.84 AC) - 32.3□

EXISTING ZONING: CG-COMMERCIAL GENERAL
PROPOSED ZONING: CG-COMMERCIAL GENERAL
FUTURE LAND USE: COMMERCIAL

FEMA FLOOD ZONE: THE SITE IS LOCATED WITHIN ZONE "B"
COMMUNITY NUMBER 120192□
PANEL NUMBER 01□5□
EFFECTIVE OCTOBER 15□1982

	RE□UIRED	PROPOSED
MAX BUILDING HEIGHT:	45'	33'-4"
LANDSCAPE BUFFERS:		
FOREST HILL BLVD (NORTH):	15'	1□□.□'
AD□ACENT TO CG (SOUTH):	10'	10' - 29.1'
AD□ACENT TO RES. (SOUTH):	15'	22.7' - 49.7'
ALICE AVE (WEST):	15'	5□□9'
AD□ACENT TO CG (WEST):	10'	5.4'□□
S CONGRESS AVE (EAST):	15'	15'

□LANDSCAPE WAIVER RE□UIRED.

PARKING REQUIREMENTS:

CONVENIENCE STORE: 5□□3□□S.F.
W/□PUMPS (12 FUELING POSITIONS)
(1 SPACE / 100 S.F.) □57 SPACES

TOTAL RE□UIRED: 57 SPACES
TOTAL PROVIDED PARKING SPACES: □3 SPACES □□

HANDICAP PARKING STALL: 3 (12'□20')
STANDARD PARKING STALL: 59 (10'□18.5'□10'□20')
SPECIALTY PARKING STALL: 1 (11'□19')

□INCLUDES FUEL POSITIONS IN TOTAL PARKING PROVIDED.

SITE NOTES:

1. ALL DIMENSIONS SHOWN ARE SHOWN AT FACE OF CURB□UNLESS OTHERWISE NOTED. B/C INDICATES DIMENSION IS TO BACK OF CURB.
2. ALL RADII DIMENSIONS ARE 3' TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."□LATEST EDITION□AND LOCAL□URISDICTION LAND DEVELOPMENT CODE.
4. THE SITE APPEARS TO BE IN FLOOD ZONE "B" ACCORDING TO THE FLOOD INSURANCE RATE MAP□ COMMUNITY NUMBER 120192□PANEL NUMBER 01□5□SUFFI□□B□EFFECTIVE OCTOBER 15□1982□FOR UNINCORPORATED AREAS OF PALM BEACH COUNTY□FLORIDA.
5. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES□AND SHALL BE PERMITTED SEPARATELY.
6. □THE PROPOSED BUILDING WILL BE OPEN AND IN OPERATION 24 HOURS A DAY□7 DAYS A WEEK
7. ASPHALT AREA THAT IS NOT HATCHED SHALL BE STANDARD DUTY ASPHALT PAVEMENT.

ADA ACCESSIBILITY NOTES:

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES AD□ACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MA□IMUM OF 2□□ SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF □0" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT E□CEED 5□□AND THE CROSS SLOPE SHALL NOT E□CEED 2□□.
3. SLOPES E□CEEDING 5□□BUT LESS THAN 8□□WILL RE□UIRE A RAMP AND MUST CONFORM TO THE RE□UIREMENTS FOR RAMP DESIGN (HANDRAILS□CURBS□LANDINGS). NO RAMP SHALL E□CEED AN 8□□RUNNING SLOPE OR 2□□CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE RW OF A SITE THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT E□CEED 5□□AND THE CROSS SLOPE SHALL NOT E□CEED 2□□. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL RE□UIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2□□CROSS SLOPE IS MET IN THE CROSS WALK.
5. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES□ACCESSIBLE ROUTES□AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA RE□UIREMENTS.
6. □ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL RE□UIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.

LEGEND:

- PROPERTY LINE
- FUTURE CROSS-ACCESS
- PROP. HEAVY DUTY ASPHALT PAVEMENT
- PROP. BUILDING AND GAS CANOPY
- PROP. CONCRETE PAVEMENT
- PROP. GRAVEL
- PROP. PARKING SPACE COUNT
- PROP. GAS PUMPS
- PROP. FUEL PRICING SIGN
- PROP. VENT STACK
- PROP. AIR MACHINE
- PROP. UNDERGROUND STORAGE TANKS
- PROP. LIGHT POLE
- PROP. TRANSFORMER PAD

BOHLER ENGINEERING
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN TRANSPORTATION SERVICES
UPSTATE NEW YORK ◆ SOUTHEASTERN PA ◆ NEW ENGLAND ◆ NEW YORK METRO ◆ PHILADELPHIA, PA
LEHIGH VALLEY, PA ◆ BERKSHIRE BEACH, DE ◆ BALTIMORE ◆ SOUTHERN MARYLAND
NORTHERN VIRGINIA ◆ CENTRAL VIRGINIA ◆ CHARLOTTE, NC ◆ RALEIGH, NC ◆ TAMPA, FL ◆ BOCA RATON, FL

THE PERMITTED, OWNER AND USER OF THIS PLAN IS THE PROPERTY OF BOHLER, LLP. IT CONTAINS INFORMATION PROPRIETARY TO BOHLER, LLP AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART, OR DISCLOSED TO ANY OTHER PERSONS OR ENTITIES WITHOUT THE WRITTEN AUTHORIZATION OF BOHLER, LLP.

REVISIONS

REV	DATE	COMMENT	BY
1	10/28/15	PER VILLAGE COMMENTS	D□E

KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

NOT APPROVED FOR CONSTRUCTION

PRO□ECT N□:	FLB150029
DRAWN BY:	LDT
CHECKED BY:	GB
DATE:	8/28/15
SCALE:	AS NOTED
CAD I.D.:	SP0

PRO□ECT:
SITE CONSTRUCTION PLANS
FOR
TPRE-PS

LOCATION OF SITE
FOREST HILL BLVD □
CONGRESS AVENUE
PALM SPRINGS□FL 334□1

Wawa

BOHLER ENGINEERING
2255 GLADES RD., SUITE 305E
BOCA RATON, FLORIDA 33431
P□□□□: (5□1) 571-0280
F□□: (5□1) 571-0281
FLORIDA BUSINESS CERT. OF AUTH. N□ 30786

GEORGE BALABAN LICENSE N□ 74543 STATE OF FLORIDA PROFESSIONAL ENGINEER
10/28/15

SHEET TITLE:
SITE LAYOUT PLAN

SHEET NUMBER:
C-5

G:\2015-BOCA\FLB150029-TPG-FOREST HILLS & CONGRESS\DRAWINGS\DWG\PLAN SETS\FLB150029PL.DWG PRINTED BY: LTRELO 10.30.15 @ 2:42 PM

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Land Development

ITEM #25: Resolution No. 2016-47 - Preliminary Plat - Evans Place - 1020 Evans Drive

SUMMARY: Mr. Norman Hernandez, owner of the property, has filed the preliminary plat to subdivide a single lot, located at 1020 Evans Drive, into two (2) separate lots. While the RS district typically requires lots to have a minimum lot width of 65 feet, Village staff approved an Administrative Variance to facilitate a "lot split" resulting in two buildable single-family residential lots with lot dimensions of 62.5 feet.

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

The Land Development Board considered the preliminary plat at their April 12th meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the final plat is required prior to issuance of a Certificate of Occupancy for the two single family homes.

Note: The property was previously "donated" to the Village by JPMorgan Chase Bank in 2013 in consideration of the significant code enforcement liens that had accrued. The Village immediately sold the parcel with the intent that it be developed for residential purposes.

FISCAL IMPACT:
There is no direct fiscal impact of the proposed plat.

ATTACHMENTS:
1. Resolution No. 2016-47 - Preliminary Plat - 1020 Evans Drive
2. Preliminary Plat
3. Village surveyor's Review Letter - Engenuity Group
4. Administrative Approval Variance Letter
5. Proposed Floor Plan & Building Elevation
6. Aerial and Location Maps

RESOLUTION NO. 2016-47

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE PRELIMINARY PLAT LOCATED AT 1020 EVANS DRIVE, SUBMITTED BY NORMAN HERNANDEZ OWNER OF THE PROPERTY, TO SUBDIVIDE THE LOT INTO TWO SEPARATE LOTS, THE VILLAGE STAFF APPROVED AN ADMINISTRATIVE VARIANCE TO ALLOW A LOT WIDTH OF 62.5 FT. IN LIEU OF THE DISTRICT STANDARDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 12, 2016, the Land Development Board reviewed and considered the application of Norman Hernandez, owner of the property ("Applicant"), for approval of a preliminary plat that will subdivide a lot into two separate lots; and

WHEREAS, the recommendation of the Land Development Board to approve the application has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant for a preliminary plat which will subdivide a lot into two separate lots; and the same having been heard in Regular Session on May 12, 2016, and having been otherwise fully apprised of the premises herein, hereby approves the preliminary plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

Resolution No. 2016-47

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

	Aye	Nay	Absent
MAYOR SMITH	☐	☐	☐
VICE MAYOR BRINKMAN	☐	☐	☐
MAYOR PRO TEM WALLER	☐	☐	☐
COUNCIL MEMBER ESCALADA	☐	☐	☐
COUNCIL MEMBER GUNTHER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of MAY 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

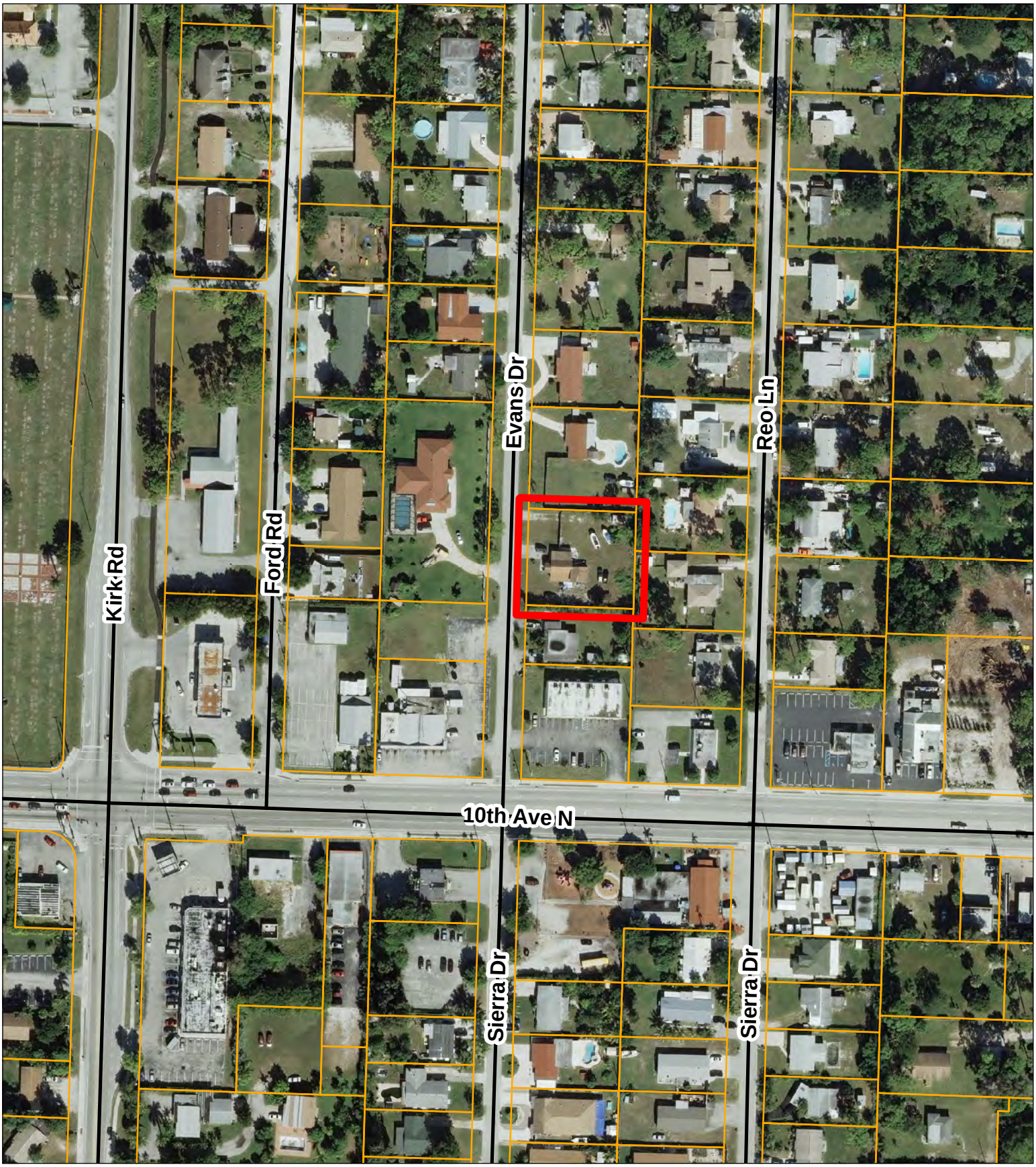
BY: _____
SUSAN CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS

1020 Evans Drive



Parcels

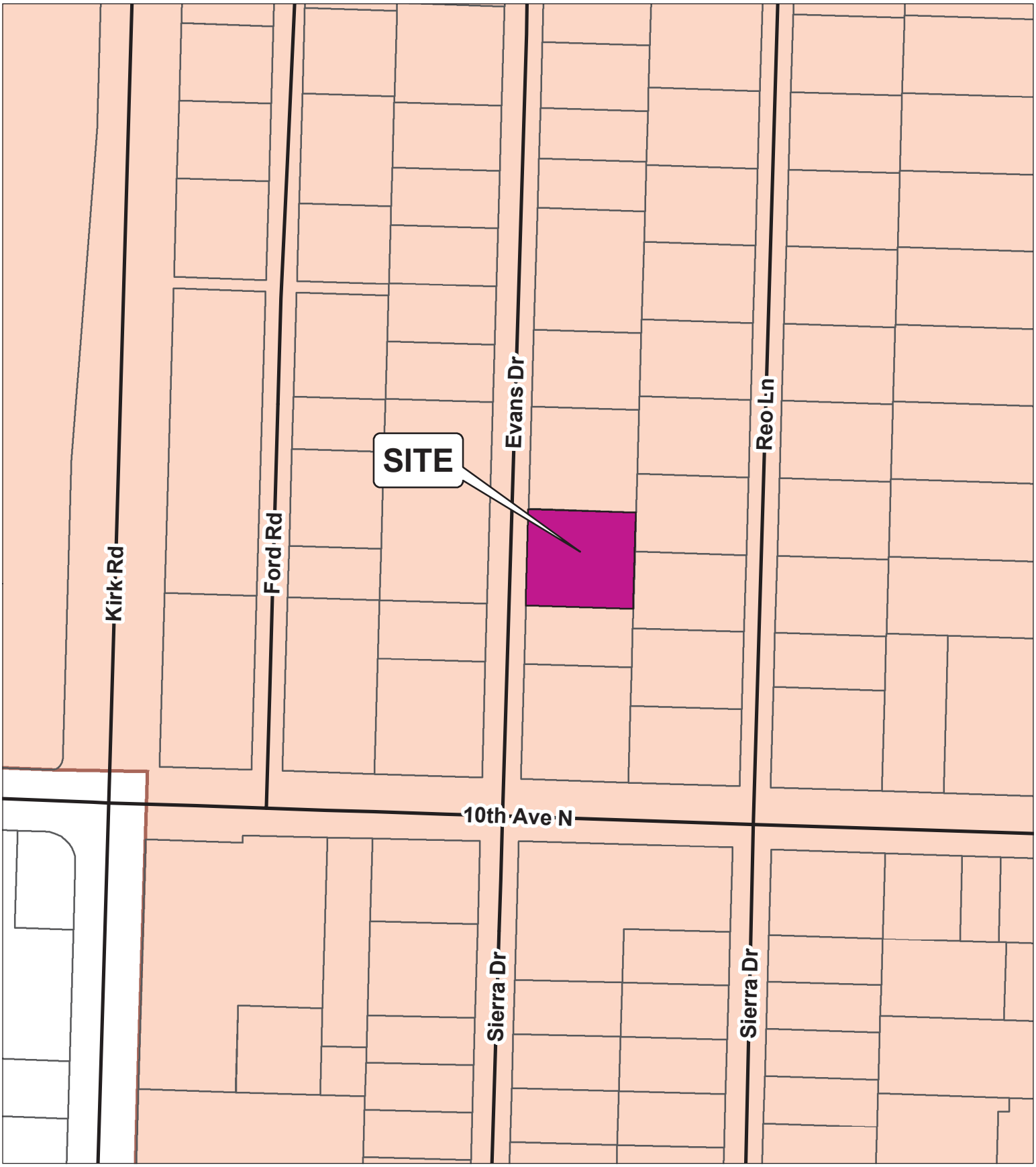
0 100 200 400 Feet

DATE: 2/25/2016

N
W E
S

VILLAGE OF PALM SPRINGS

1020 Evans Drive



1020 Evans Drive

Village Limits

0 100 200 400 Feet

DATE: 2/25/2016

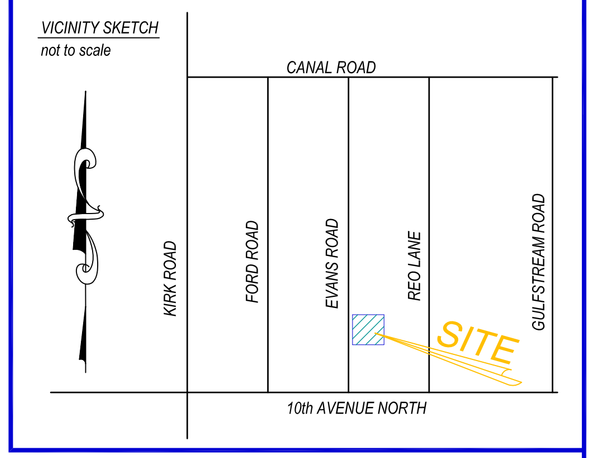
N W E S

EVANS PLACE

BEING A REPLAT OF A PORTION OF TRACT 15, MODEL LAND COMPANY SUBDIVISION
OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LYING IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
(ZONING PROJECT NUMBER: 6001.01.04)
SHEET 1 OF 2

VICINITY SKETCH
not to scale



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF
_____, 201__
AND DULY RECORDED IN PLAT
BOOK _____
ON PAGE _____
SHARON R. BOCK,
CLERK & COMPTROLLER
PALM BEACH COUNTY
BY: _____

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT NORMAN J. HERNANDEZ, OWNER OF THE LANDS SHOWN HEREON AS "EVANS PLACE", BEING A REPLAT OF A PORTION OF TRACT 15, MODEL LAND COMPANY SUBDIVISION OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF TRACT 15, SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 6, PAGE 66, MORE PARTICULARLY DESCRIBED AS:

STARTING AT THE SOUTHEAST CORNER OF TRACT 15, THENCE RUN NORTH 239 FEET TO THE POINT OF BEGINNING;
THENCE N00°00'00"W A DISTANCE OF 125 FEET ;
THENCE N89°51'08"W A DISTANCE OF 145 FEET;
THENCE S00°00'00"E A DISTANCE OF 125 FEET;
THENCE S89°51'08"E A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING;

HAS CAUSED THE SAME TO BE SURVEYED AND REPLATTED AS SHOWN HEREON, AND DOES HEREBY DEDICATE AS FOLLOWS:

IN WITNESS WHEREOF, I, NORMAN J. HERNANDEZ, DO HEREUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 20_____.

WITNESS: _____ BY: _____
NORMAN J. HERNANDEZ
PRINT NAME: _____
WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED NORMAN J. HERNANDEZ, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES EXPRESSED THEREIN.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

_____ _____
MY COMMISSION NO.: SIGNATURE OF NOTARY PUBLIC

_____ _____
MY COMMISSION EXPIRES: PRINTED NAME OF NOTARY PUBLIC

TITLE CERTIFICATION

WE, _____, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN NORMAN J. HERNANDEZ; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD, BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED THIS _____ DAY OF _____ 20___. BY:_____
(OFFICER)_____
(TITLE)_____

SURVEYOR AND MAPPER CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SECTION 177.091 (9), FLORIDA STATUTES,HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA.

DATED THIS _____ DAY OF _____ 20___. _____
GINO FURLANO, PSM
FLORIDA CERTIFICATE NO. 5044

APPROVAL- VILLAGE OF PALM SPRINGS

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS _____ DAY OF _____, 20____.

BY:_____ ATTEST BY: _____
BEV SMITH, MAYOR VILLAGE CLERK

REVIEWING SURVEYOR

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081 OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA. THIS REVIEW DOES NOT INCLUDE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS AT LOT CORNERS.

DATED THIS _____ DAY OF _____ 20___. _____
KEVIN M BECK, PSM
ENGENUITY GROUP, INC.
FLORIDA CERTIFICATE NO. LS6168

SURVEYOR'S NOTES:

* NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

* RESTRICTION ON OBSTRUCTION OF EASEMENTS:
NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENT.

* IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORTY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

* TABULAR AREA:
TOTAL = 44999.79 SQ. FT. OR 1.03 ACRES

* THE EAST LINE OF TRACT 15 IS ASSUMED TO BEAR N00°00'00"E AND ALL BEARINGS SHOWN ARE RELATIVE THERETO AS A BASIS OF BEARINGS FOR THIS PLAT.

* DISTANCES ARE IN U.S. SURVEY FOOT 1' x 3.2808333= 1 METER

* PREPARING SURVEYOR & MAPPER STATEMENT:
THIS INSTRUMENT WAS PREPARED BY GINO FURLANO, P.S.M. # 5044, STATE OF FLORIDA,
IN AND FOR THE OFFICES OF PM SURVEYING, AT
4546 CAMBRIDGE STREET, WEST PALM BEACH, FLORIDA, 33415.
CERTIFICATE OF AUTHORIZATION # 6788

* ABBREVIATIONS:
PSM = FLORIDA LICENSED SURVEYOR & MAPPER
LB = LICENSED BUSINESS
PB = PLAT BOOK
ORB = OFFICIAL RECORD BOOK
PG = PAGE
SQ. FT. = SQUARE FEET
PRM = PERMANENT REFERENCE MONUMENT
LS= LICENSED SURVEYOR

LEGEND
- SET 4"x 4" CONCRETE MONUMENT AND BRASS DISK "LB 6788"
- SET 1/2" IRON ROD AND CAP "LB 6788"
- FOUND 4"x 4" CONCRETE MONUMENT (PERMANANT REFERENCE MONUMENT)
- FOUND NAIL AND DISK

CORPORATION SEAL
REVIEWING SURVEYORS SEAL
VILLAGE OF PALM SPRINGS SEAL
SURVEYOR'S SEAL

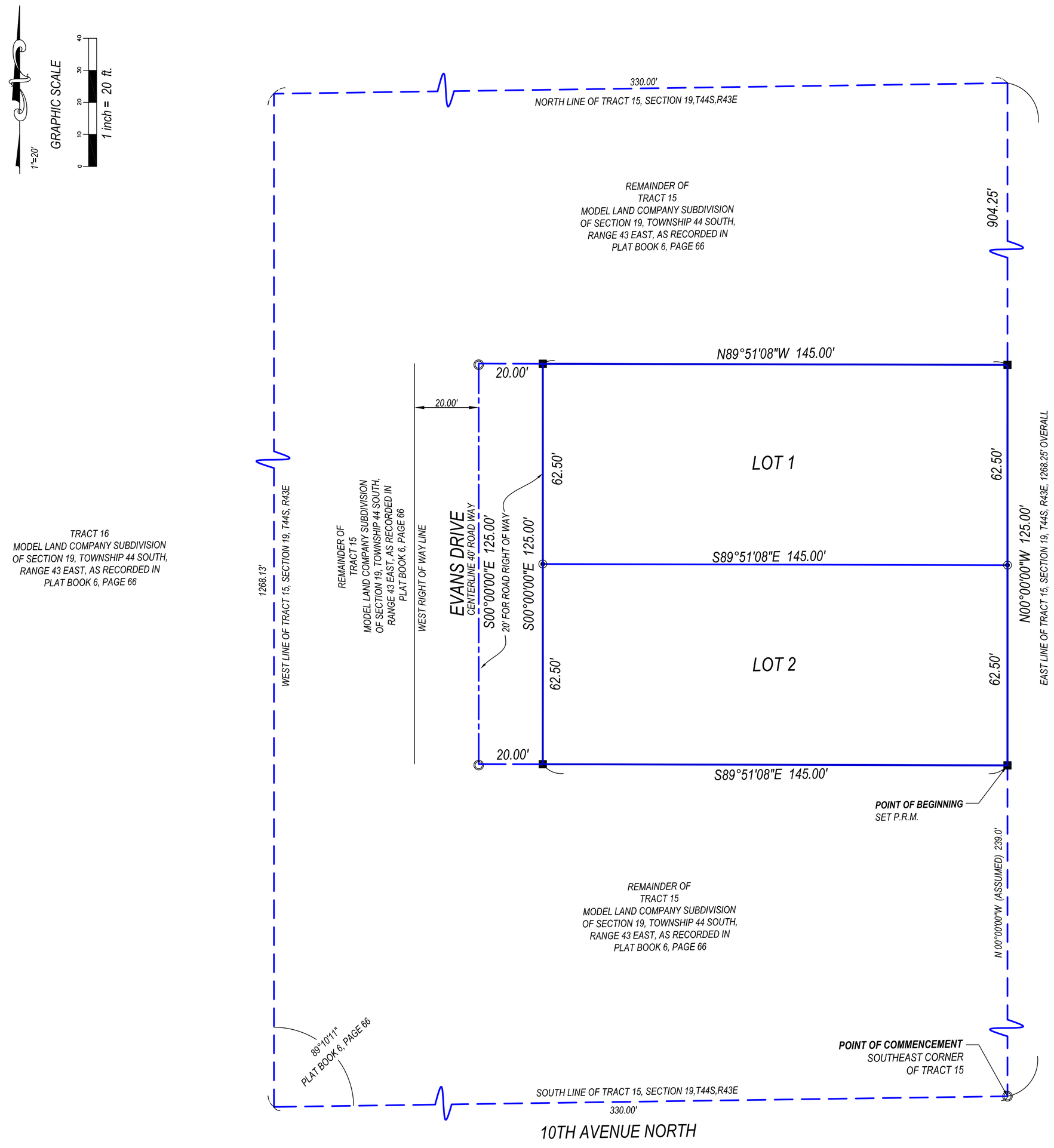
PM SURVEYING
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL. 33415
(561) 478-7764 FAX 478-1094
VISIT US AT PMSURVEYING.NET
JOB # 15080890

EVANS PLACE

BEING A REPLAT OF A PORTION OF TRACT 15, MODEL LAND COMPANY SUBDIVISION
OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 6, PAGE 66
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LYING IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
(ZONING PROJECT NUMBER: 6001.01.04)
SHEET 2 OF 2

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF
_____, 201__
AND DULY RECORDED IN PLAT
BOOK _____
ON PAGE _____
SHARON R. BOCK,
CLERK & COMPTROLLER
PALM BEACH COUNTY
BY: _____



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PM SURVEYING
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STATE OF FLORIDA
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AND DULY RECORDED IN PLAT
BOOK _____
ON PAGE _____
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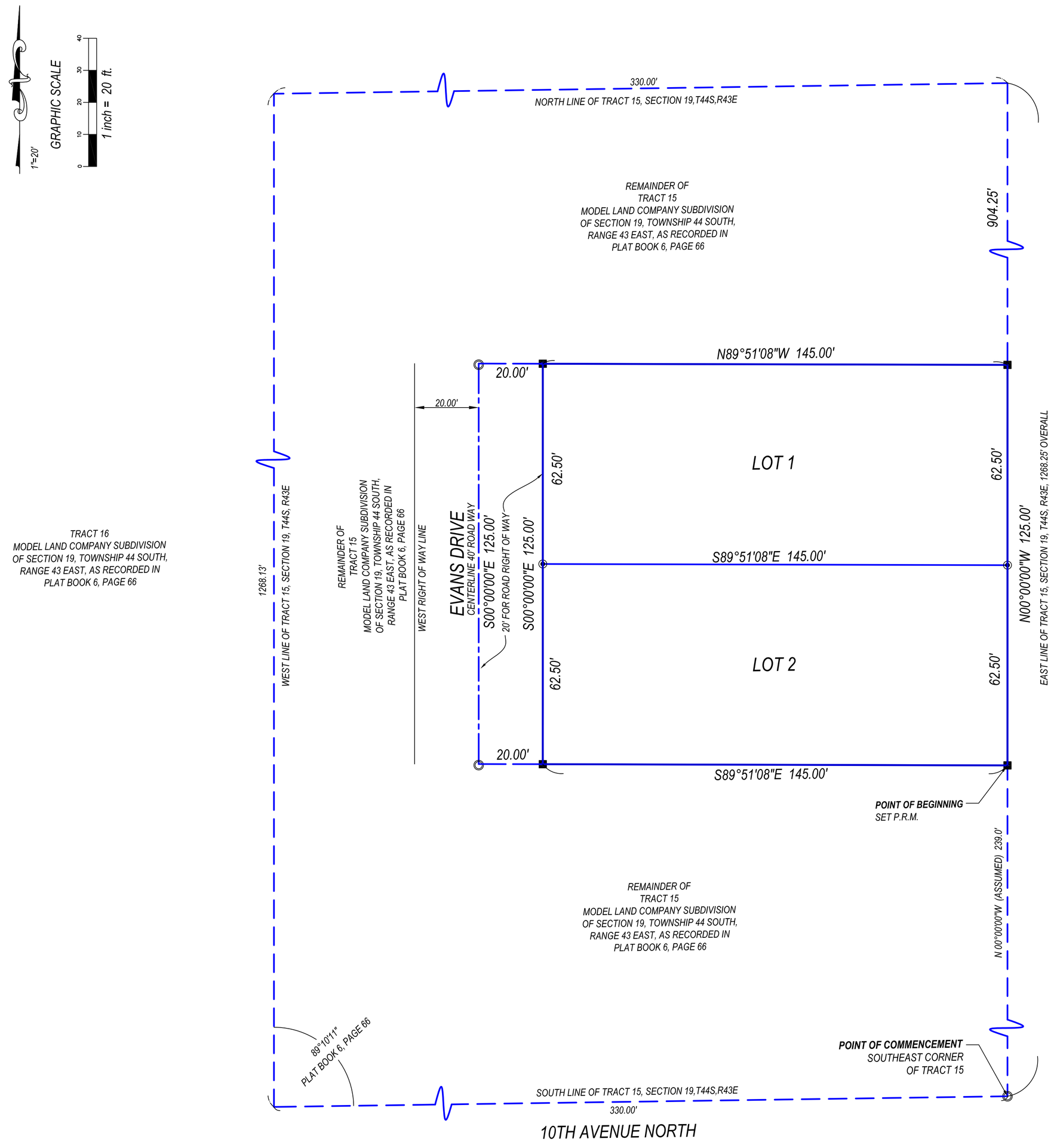
CLERK & COMPTROLLER
PALM BEACH COUNTY
BY: _____



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JOB # 15080890

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.

March 30, 2016

Ms. Kim Glas-Castro, Land Development Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Via E-Mail: kglas-castro@vpsfl.org)

RE: Evans Place
Third Plat Review
Engenuity Group Project No.: 6001.04.04

Dear Ms. Glas-Castro:

This is the third review of this Plat. This review is done for compliance pursuant to Florida Statutes, Chapter 177 and the Village of Palm Spring's approved Plat language. All of our previous comments have been adequately addressed. The Plat is now in compliance with Florida Statutes, Chapter 177. We can therefore recommend that the Village approve the Plat.

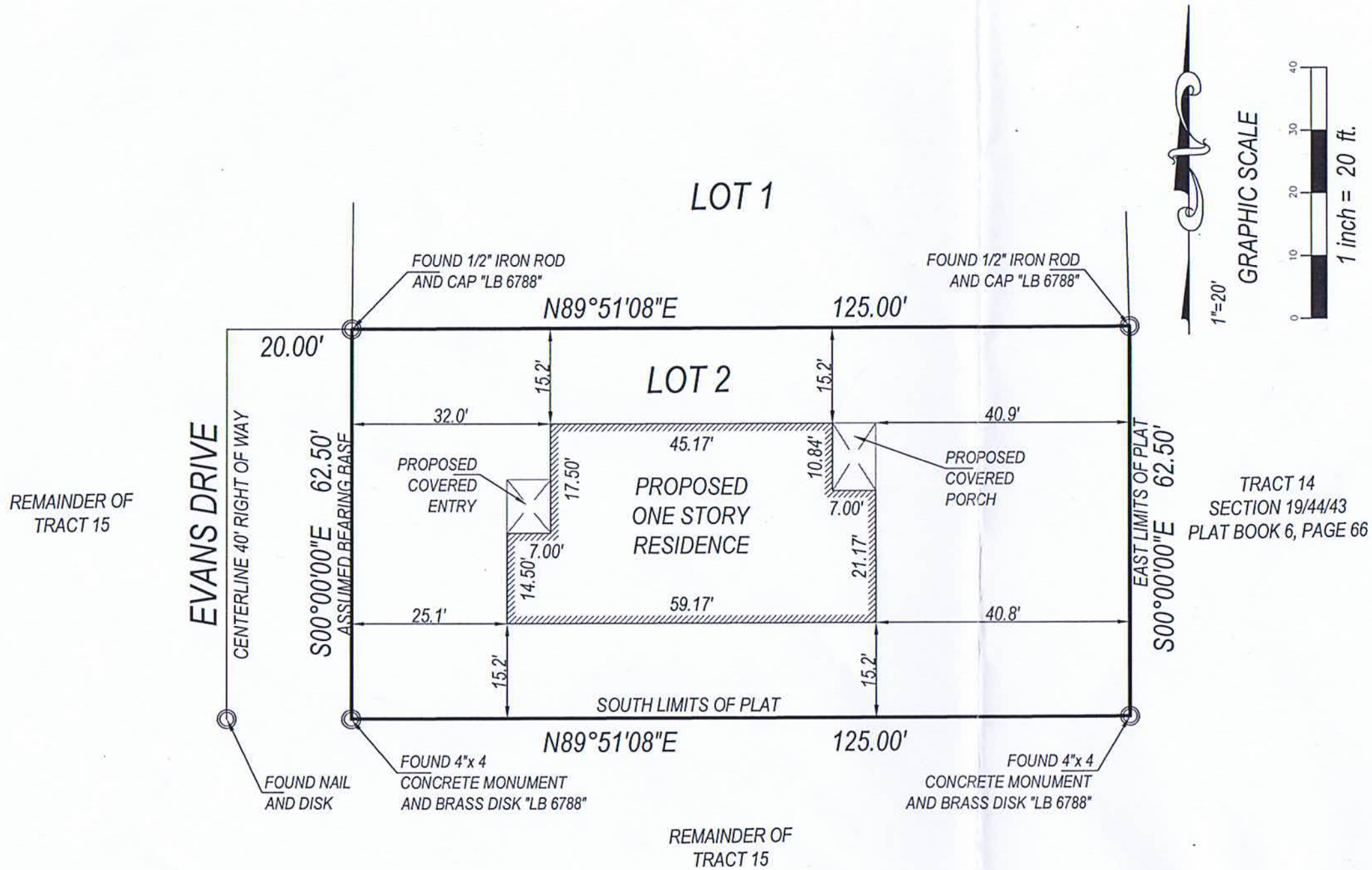
Please do not hesitate to contact our office if you need any further assistance.

Very truly yours,

Kevin M. Beck, P.S.M.
Director of Surveying

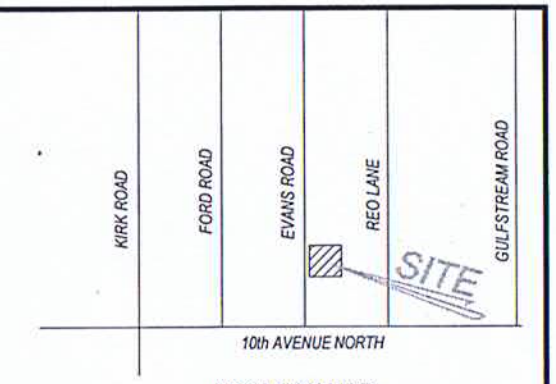
KMB/kv

1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM



ABBREVIATIONS

℄ CENTERLINE
LB LICENSED BUSINESS



LOCATION MAP
NTS

PROPERTY ADDRESS:
1020 EVANS DRIVE
PALM SPRINGS, FL 33461

FLOOD ZONE: "B"
Panel No: 120192 0165 B
Date: OCTOBER 15, 1982

CERTIFIED TO:
MAC HOME SERVICES, LLC

LEGAL DESCRIPTION:
LOT 2, EVANS PLACE, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA. RECORDED IN PLAT BOOK _____,PAGE ____

SURVEYORS' NOTES:
1. I HEREBY CERTIFY this survey meets Standards of Practice pursuant to Florida Statutes.
2. The survey map and report and the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. Underground or obscured improvements were not located.
4. Dimensions are record and field unless otherwise noted.
5. Stated dimensions take precedence over scaled dimensions.
6. This firm's Certificate of Authorization Number is LB 6788.
7. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
8. Survey subject to reservations, restrictions, easements and rights-of-way of record. (Unless a Title Review, Commitment Review, or Ownership and Encumbrance Review is present on the face of this document, this survey has been completed in the absence of a title insurance policy).
9. Location map is gleaned from online mapping sites and and is only approximate.

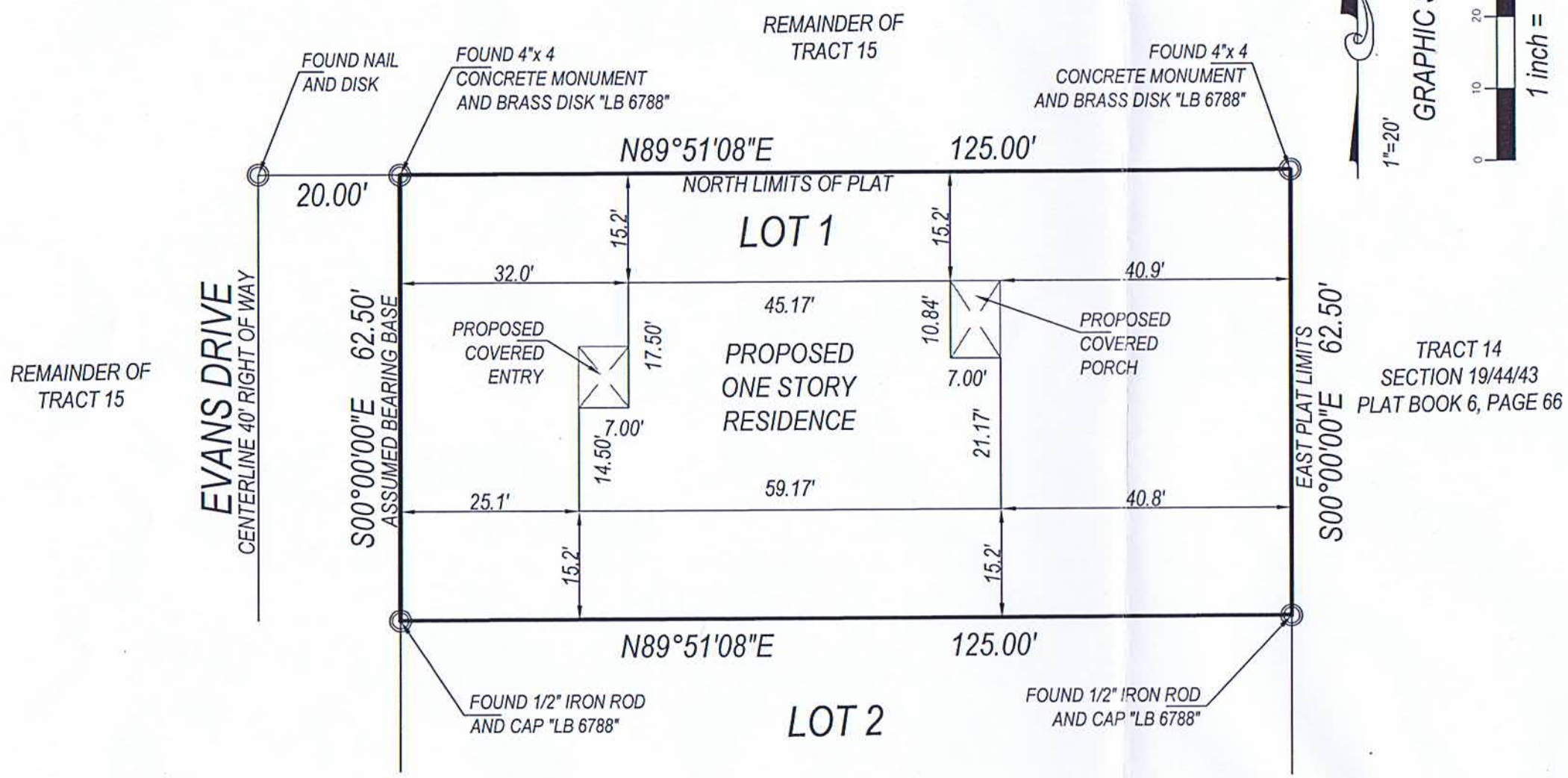
GINO FURLANO CERTIFICATE No. 5044 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

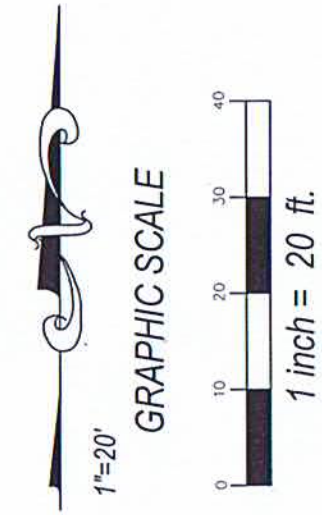
SIGNED:_____
MARK D. KING
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 5119

S15080890	SITE PLAN		CD	01-22-16
JOB#	PURPOSE	FIELD	DRAFT	DATE

CONSTRUCTION LAYOUT SURVEY

PM SURVEYING
LICENSED BUSINESS No. 6788
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764
FAX 561-478-1094
Please visit us on the web @ www.pmsurveying.net





ABBREVIATIONS

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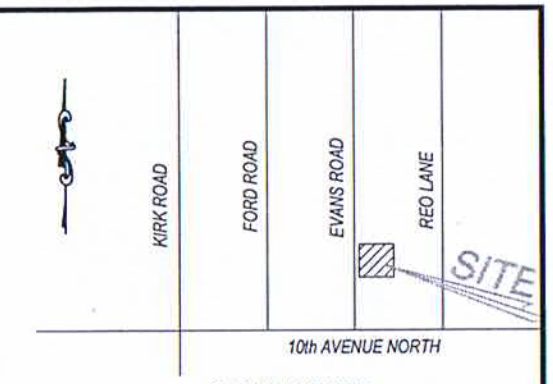

LOCATION MAP
NTS

PROPERTY ADDRESS:
1020 EVANS DRIVE
PALM SPRINGS, FL 33461

FLOOD ZONE: "B"
Panel No: 120192 0165 B
Date: OCTOBER 15, 1982

CERTIFIED TO:
MAC HOME SERVICES, LLC

LEGAL DESCRIPTION:
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9. Location map is gleaned from online mapping sites and and is only approximate.

GINO FURLANO
CERTIFICATE
NO. 5044
STATE OF
FLORIDA
PROFESSIONAL LAND SURVEYOR AND MAPPER

SIGNED:
GINO FURLANO
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 5044

S15080890	SITE PLAN		CD	01-22-16
JOB#	PURPOSE	FIELD	DRAFT	DATE

CONSTRUCTION LAYOUT SURVEY

PM SURVEYING
LICENSED BUSINESS No. 6788
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764
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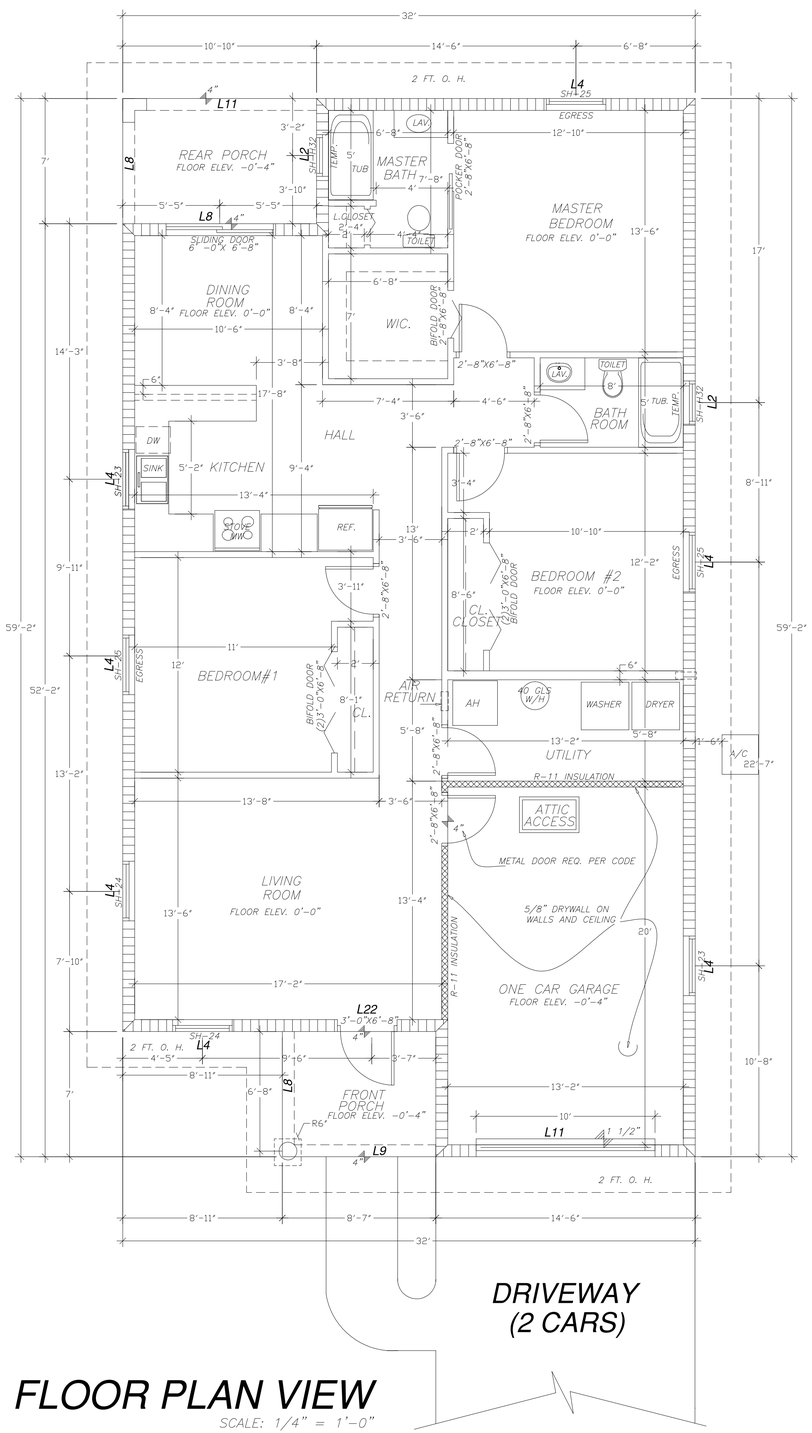
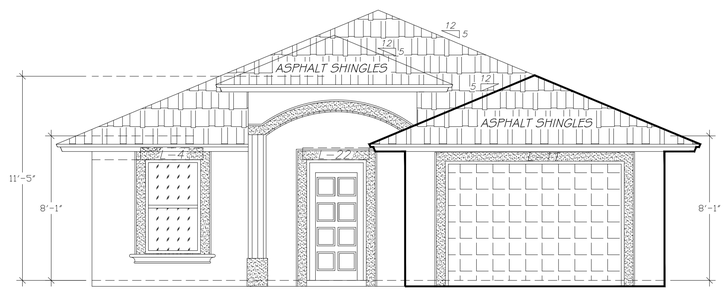


FLOOR PLAN VIEW

SCALE: 1/4" = 1'-0"

DRIVEWAY
(2 CARS)

TOTAL AREA	
A/C AREA	1400.00 Sqft
GARAGE	295.00 Sqft
F. PORCH	60.00 Sqft
R. PORCH	76.00 Sqft
TOTAL	1831.00 Sqft



WEST ELEVATION

SCALE: 1/4" = 1'-0"

#	REVISION DATE	BY

4617 10th Ave. N
Lake Worth, FL 33463
Phone: 561-642-7729
Fax: 561-432-5544

DATE: 09/02/15

SCALE: 1/4"=1'

PROJECT #: 1508CJCF

DRAWING by: C. ARCHA

JUN & JULY1 INV. LLC
XXX EVANS DR.
PALM SPRINGS, FLORIDA.

SHEET
1.2
1 OF 2 SHEETS

Village of Palm Springs
Land Development
226 Cypress Lane • Palm Springs, Florida 33461
(561) 965-4016 Fax (561) 439-4132

January 20, 2015

Hope Diamond Investments, LLC
1180 S. Military Trail
West Palm Beach, FL 33415

RE: 1020 Evans Drive

Dear Mr. Gil and Mr. Gonzalez:

Village staff has approved an administrative variance to facilitate a "lot split" of the 1020 Evans Drive property, resulting in two separate, buildable single-family residential lots. The lot split was contemplated by the Village Council at the time the property was sold to you.

While the RS district typically requires lots to have a minimum lot width of 65 feet, an administrative variance was approved to allow a lot dimension of 62.5' in lieu of the district standard. This variance allows the property to be split into two lots through the standard subdivision process.

As always, please feel free to call me if you need clarification.

Sincerely,

Kim Glas-Castro, AICP LEED AP
Land Development Director

Village of Palm Springs

Executive Brief

AGENDA DATE: May 12, 2016

DEPARTMENT: Public Services

ITEM #26: Approve Roadway Asphalt Milling & Resurfacing and Paving Projects – Public Service Department (FY 2016 Budget & Reserves Funded)

SUMMARY: The Public Service Department is recommending that various roadways throughout the Village be milled and resurfaced based on visual inspection and rating by staff (See attached map and list). These fourteen (14) roadways and the Village Hall parking area (ring around Village Hall) are currently paved; however, staff is also recommending that five (5) unpaved streets be considered within the proposed project list (Canal 11 Road will be presented for consideration within the FY 2017 budget). These unpaved roads were annexed without pavement and the Palm Beach County Engineer has committed to presenting the costs of these roads to the PBC Commission with the intention of reimbursing the Village 1/3 of the total paving cost.

Note: Staff met with the County Engineer earlier this week and he committed to including the cost for these roads as well as the project cost to pave Canal 11 Road within their FY 2017 budget. If approved, funding would be reimbursed to the Village following completion of the projects (after November 2016).

To ensure the lowest possible price, staff will be utilizing the previously approved piggyback contract with Ranger Construction Industries, Inc. (Resolution 2016-01 – January 14, 2016). Funding for this proposed project is expected to be provided from previously approved funding within the FY 2016 Budget ($150,000) and General Fund Reserves ($500,000), which is expected to be requested by budget amendment during the Council's June 2016 meeting.

The Village has worked with the proposed vendor previously and they have provided excellent service and a quality product.

FISCAL IMPACT:
Funds to support these proposed roadway paving and asphalt milling & resurfacing projects (excluding Canal 11 Road) are available as Road, Sidewalk and Drainage Maintenance ($150,000) within the FY 2016 Budget - General Fund as well as a proposed budget amendment from General Fund Reserves ($500,000) that is expected to be presented to the Council in June 2016.

ATTACHMENTS:

1. Proposed list of roadways to be milled and resurfaced (including proposed pricing)
2. Proposed list of unpaved roadways to be paved (including 2015 cost estimates)
3. Map identifying proposed locations of roadways to be resurfaced and those to be paved

UNPAVE STREETS PROPOSED FOR PAVING

Street Name	Estimated Cost
Erie Terrace	$50,000
Lone Pine Way	$50,000
Childs Street	$25,000
Sally Lane	$25,000
Canal 11 Road	$450,000

*Cost estimates were provided by Eckler Engineering in May of 2015 based on 2014 Broward County prices. Also, Canal 11 Road is expected to be funded within the FY 2017 budget.

Note: Once these streets are paved there will be no more unpaved streets within the current Village limits.

VILLAGE OF PALM SPRINGS - ROADWAYS TO BE ASPHALT MILLED & RESURFACED

	NAME	AREA (SY)	TONS (120 lb/sy)	MILLING $/SY	DAYS MILLING	# HOURS PORTABLE MILLING	ACSC TYPE SIII $/TON	TOTAL $ ASPHALT	$ 1/2DAY MILLING	TOTAL $ MILLING	PORTABLE MILLING ($/HR)	TOTAL PORTABLE MILLING	TOTAL
1	GREENBRIER/PARK LANE(Davis to Kirk)	6620	397	$1.65		0	$94.00	$37,337	$7,000.00	$10,923		$0	$48,260
3	DAVIS RD (10th. Aven to LakeWorth)	11190	671	$1.65		0	$94.00	$63,112	$7,000.00	$18,464		$0	$81,575
4	2ND. AVE. (Congress to LakeWorth)	11238	674	$1.65		0	$94.00	$63,381	$7,000.00	$18,542		$0	$81,923
	LESS THAN 5,000 SY												
2	MEADOW RD (Congress to Prairie Rd)	2813	169		1	8	$160.00	$27,008	$7,000.00	$7,000	$220	$1,760	$35,768
5	PLEASANT RD @ LAKEWOOD	569	34		1	8	$160.00	$5,461	$7,000.00	$7,000	$220	$1,760	$14,221
6	FLOWEVA ST. (Prairie Rd. to Laura Lane)	1600	96		1	8	$160.00	$15,360	$7,000.00	$7,000	$220	$1,760	$24,120
7	DOLPHIN CIR.@ LAURA LANE	1556	93		1	8	$160.00	$14,933	$7,000.00	$7,000	$220	$1,760	$23,693
8	LAURA LANE @ FLOWEVA	889	53		1	8	$160.00	$8,533	$7,000.00	$7,000	$220	$1,760	$17,293
9	LAKEWOOD RD (Patio Ct. to Military Trail)	2533	152		1	8	$160.00	$24,320	$7,000.00	$7,000	$220	$1,760	$33,080
10	BOATMAN ST. @ MILITARY EASTSIDE TO END	760	46		1	8	$160.00	$7,296	$7,000.00	$7,000	$220	$1,760	$16,056
11	MEADOW RD (Congress to West end)	2980	179		1	8	$160.00	$28,608	$7,000.00	$7,000	$220	$1,760	$37,368
12	VILLAGE HALL PARKING LOT	3100	186			8	$160.00	$29,760	$7,000.00	$0	$220	$1,760	$31,520
13	LAKEWOOD (From Davis west to Pleasant)	778	47		1	8	$160.00	$7,467	$7,000.00	$7,000	$220	$1,760	$16,227
14	FLOWEVA (Alice to Congress)	1445	87		1	8	$160.00	$13,872	$7,000.00	$7,000	$220	$1,760	$22,632
15	FLOWEVA (Congress to Laura)	1200	72		1	8	$160.00	$11,520	$7,000.00	$7,000	$220	$1,760	$20,280
		49271	2956.23		11			$357,968		$124,929		$21,120	**$504,017**

ASPHALT PRICE PER VILLAGE OF PALM SPRINGS

ASCS TYPE S-III (<300 TONS ORDER)	$160/TON
ASCS TYPE S-III (>300 TONS ORDER)	$94/TON

VILLAGE OF PALM SPRINGS

Roads to Be Paved