



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE
OCTOBER 13, 2016
6:30 P.M.**

COUNCIL

- Mayor Bev Smith
- Vice Mayor Joni Brinkman
- Council Member Doug Gunther
- Mayor Pro Tem Patti Waller
- Council Member Liz Shields

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
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CONSENT AGENDA

1. Approval of September 22, 2016 Council Meeting minutes
Staff: Susan Caljean, Village Manager's Office
2. Approval of Village Council Meeting Schedule - 2016 & 2017
Staff: Susan Caljean, Village Manager's Office
3. Approve Firm Rankings & Contract Negotiations for Consulting Services for Creation of Community Redevelopment Agency
Staff: Kim Glas-Castro, Land Development Department
4. Implement Property Foreclosure Registration Process - Best Interest Acquisition
Staff: Kim Glas-Castro, Land Development Department
5. Utility Storage Building Redesign - Task Order #146 - Change Order
Staff: John Rouse, Public Service Department

- 6. Approve Palm Springs Public Library Annual Plan of Service - FY 2017
Staff: Suvi Manner, Library
- 7. Approve Revised Sodium Hypochlorite Piggyback Purchase Agreement
Staff: John Rouse, Public Service Department
- 8. Approve Memo of Understanding - Compensation Plan - Service Employees SEIU/FPSU)
Staff: Richard Reade, Village Manager's Office
- 9. Proclamation - Friends of Libraries Week
Staff: Suvi Manner, Library
- 10. Proclamation - Florida City Government Month
Staff: Suvi Manner, Library

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

- 11. Presentation - \$50,000 FRDAP Grant from the FDEP – Foxtail Palm Park (Kirk Road)
Staff: Bill Golson, Parks and Recreation Department
- 12. Presentation - Honorable Palm Beach County Commissioner Shelley Vana

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

- 13. ORDINANCE No. 2016-12 (Second Reading) Comprehensive Plan Text Amendment - "College-Hospital Overlay" (CHO) District - South Congress Avenue

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE A "COLLEGE-HOSPITAL OVERLAY", WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

Staff: Kim Glas-Castro, Land Development Department

Motion	Second	Roll Call Vote
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14. ORDINANCE No. 2016-18 - (FIRST READING) - Amendment to Land Development Regulations - "College-Hospital Overlay" (CHO) District - South Congress Avenue

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL REGULATIONS", TO ADD A NEW SUBDIVISION X "COLLEGE-HOSPITAL OVERLAY" TO INCLUDE SECTIONS 34-1081 THROUGH 34-1084 ENACTING AREA-SPECIFIC DEVELOPMENT ALLOWANCES FOR THE SOUTH CONGRESS AVENUE CORRIDOR; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Department

Motion	Second	Vote
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15. ORDINANCE No. 2016-19 - (FIRST READING) - Village Code Amendment - Minor Special Exception Uses

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 1 "GENERAL PROVISIONS", SECTION 1-2 "DEFINITIONS AND RULES OF CONSTRUCTION", TO CLARIFY THE DEFINITION OF SPECIAL EXCEPTION AND TO ADD A DEFINITION FOR MINOR SPECIAL EXCEPTION USES; AND AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", SECTION 34-606 "SPECIAL EXCEPTION PROCEDURES" TO PROVIDE PROCEDURES FOR MINOR SPECIAL EXCEPTION USES; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Department

Motion	Second	Vote
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- ACTIONS AND REPORTS**
- VILLAGE MANAGER COMMENTS**
- VILLAGE COUNCIL COMMENTS**
- ADJOURNMENT**

NEXT MEETING
THURSDAY, NOVEMBER 10, 2016 - 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 COUNCIL MINUTES
MEETING, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
SEPTEMBER 22, 2016 at 6:30 P.M.**

Mayor Bev Smith called the regular meeting of the Village Council to order at 6:30 p.m.

Present: Mayor Bev Smith, Vice Mayor Brinkman, Mayor Pro Tem Waller, Council Member Shields, Village Manager Richard Reade, Brian Schutt for Village Attorney Glen Torcivia, Village Clerk Susan Caljean.

Absent: Council Member Gunther

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

The Invocation was given by Village Manager Reade, followed by the Pledge of Allegiance led by Mayor Pro Tem Waller.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Mayor asked if there were any additions, deletions or modifications to the agenda. Village Manager Reade stated that Item #12, Resolution 2016-68, the abandonment of a portion of Cross Street be continued to the October 13, 2016 Village Council meeting.

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

CONSENT AGENDA

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

Mayor Smith opened the meeting up for public comment. There were no comments from the public.

1. Approval of Minutes of the Regular Council Meeting of September 8, 2016.
2. Appointment to the Library Board

Village Manager Reade stated that currently, there is one (1) vacancy for Regular Members on the Library Board. Ms. Lenor DiRienzo has submitted an application

expressing her interest in serving as a Regular Member. If approved, Ms. DiRienzo would serve a 3-year term (Expiring April 24, 2017).

If approved, there would be no vacancies on the Library Board.

FISCAL IMPACT:

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

3. Approve PC Controls for Repair and Calibrations Services – Piggyback – Public Service Department (FY 2016 Budget Funded)

Village Manager Reade stated that the Public Service department has a need to select a vendor to assist with the repair and calibration of water plant flow meters and related devices (i.e., water treatment plant control panels, lift station electrical issues, water plant pump motors, etc.). To ensure the lowest possible price, staff is recommending that the Village piggyback off the current City of Pompano Beach contract awarded to PC Controls, Inc. This selection by the City of Pompano Beach was completed through a competitive selection process - Repair & Calibration of Flow Meters and Related Devices (RFP #L-51-16) - on September 13, 2016.

To ensure the lowest possible price, staff is recommending that the Village piggyback the City of Pompano Beach's Contract award to PC Controls. The proposed piggyback contract would provide the following pricing:

Services for Work Completed	\$60/Hour
Monday - Friday, 7:00 a.m. – 4:00 p.m.	
Services for Work Completed All Other Times	\$89/Hour
Materials Markup	
Not to exceed Fixed Fee of 1.2 times cost (20%)	

If approved, the Village would accept PC Controls, Inc.'s pricing by piggybacking the City of Pompano Beach's contract including all terms, conditions and pricing therein. The term of the contract is set to expire on September 11, 2017 and it may be renewed for three (3) additional one (1) year periods.

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 from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The Village currently works with the proposed vendor and they provide excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed contract is available within the FY 2016 and 2017 Water & Sewer Enterprise Fund - Repair and Maintenance.

4. Resolution No. 2016-71 - Interlocal Agreement – Information System Services (ISS)
Palm Beach County

Village Manager Reade stated that the Finance Department is recommending that the Village contract with Palm Beach County to connect into their fiber optic network to enable Village facilities to increase internet speeds from 50 Mbps (megabits-per-second) up to 100 Mbps. If approved, Palm Beach County is expected to complete the installation of the fiber optic line in approximately three (3) months.

The total amount of this expenditure is as follows:

.	Initial Installation	Cost (Estimated)	\$32,045.50
.	Annual Operating Cost		\$ 3,600.00

Note: The annual cost for the network connection is \$2,400 plus the pass-thru cost of \$100 per month for connection to the FL LambdaRail (Florida's Research and Education Network) via PBCnet. Projected total operating cost of \$3,600 per year. Additionally, the proposed PBC annual fees may be adjusted annually.

If approved, the term of the agreement would be for one (1) year with automatic annual renewals unless either party provides written notice of termination. By entering into the proposed Interlocal Agreement, the Village is expected to save approximately \$10,000 per year in communications expenses following initial installation.

In accordance with state law (Florida Interlocal Cooperation Act of 1969), the Village and the County can enter into an interlocal agreement for the following purposes:

1. To make the most efficient use of local government powers and enabling cooperation with other localities on the basis of mutual advantage to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities
2. To ensure the performance of service functions of public agencies

As cited under the Village's Purchasing Code, Section 58-2. The Following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this Purchasing Code.

- .
- (27) Goods and/or Services provided by governmental agencies

Palm Beach County is expected to consider the proposed Interlocal Agreement following approval by the Village Council.

The proposed Interlocal Agreement was prepared by Palm Beach County and reviewed by the Village Attorney.

FISCAL IMPACT:

Funding to support the purchase under the Interlocal Agreement is available within the 2017 Budget – General Fund and Water & Sewer Enterprise Fund.

5. Resolution No. 2016-66 – Interlocal Agreement - Coordination of Towing Services – Town of Lake Clarke Shores

Village Manager Reade stated that the Police Department is planning to issue a Request for Proposals (RFP) to select a single company to provide towing and storage services within the Village of Palm Springs for all police confiscated vehicles, improperly parked and/or inoperable vehicles (at our police department's direction) and inoperable official Village vehicles.

The Town of Lake Clarke Shores has expressed an interest in participating under the proposed towing and storage services contract, which would require the Village and the Town to enter into an interlocal agreement.

Note: Under the proposed RFP, the Village would administer all aspects of the RFP. Further, the Town of Lake Clarke Shores would be required to agree, within the proposed interlocal agreement, to all terms and conditions (between the proposed towing vendor and the Village) to provide towing services within their community.

In accordance with state law (Florida Interlocal Cooperation Act of 1969), law enforcement agencies can enter into an interlocal agreement for the following purposes:

1. To make the most efficient use of local government powers and enabling cooperation with other localities on the basis of mutual advantage to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities
2. To ensure the performance of service functions of public agencies

The Town of Lake Clarke Shores has considered the proposed Interlocal Agreement and approved the proposed Resolution on September 13, 2016.

The proposed Interlocal Agreement was prepared by the Village Attorney and reviewed by the Police Chief.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed agreement.

6. Temporary License Agreement – Temporary Storage – Bayside Pool Services, Inc., – 3945 Davis Road

Village Manager Reade stated that Ms. Pamela Marino, officer of Bayside Pool Services, Inc., is requesting temporary approval to continue utilizing two 8' X45' storage containers for business related materials (i.e., pool pumps, etc.) as outdoor storage on their property located on 3945 Davis Road. At this time, the applicant is unable to accommodate the materials within their existing building and funding is not available to support the construction of a building addition.

The Applicant was previously granted approval for a 2-year Temporary License to provide for time to prepare and file a site plan application to expand their building and accommodate their storage needs. Additionally, prior to the most current agreement, the Village approved a 1-year Temporary License Agreement in 2013 that expired in January 2013.

The most recent Temporary License Agreement expired on September 12, 2016 and the applicant has continued to utilize the storage units.

Note: The Village Code (Section 34-829 – Temporary licensing of certain uses.) provides that temporary, accessory uses in the CG district are permissible for up to five (5) years, renewable at the option of the Village.

As a result, the applicants are requesting to utilize the storage containers as outdoor storage for an additional two (2) year period.

Staff maintains concern with recommending approval for a temporary license for the proposed use. However, due to the applicants' stated financial hardship as a result of the economy, recommends a final 2-year Temporary License Agreement during which a building expansion must be approved and constructed

FISCAL IMPACT:

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

7. Temporary Non-Exclusive License Agreement – Village Center Athletic Complex - Elite Soccer Academy, Inc.

Village Manager Reade stated that Mr. Dusco Piljic, President of Elite Soccer Academy, Inc., is requesting approval to utilize field space, on a temporary basis, at the Village Center Athletic Complex for his private competitive soccer club for eight (8) weeks - beginning Monday, September 19th, 2016 through Friday, November 11th, 2016.

The Elite Soccer Academy has utilized our facilities for many years and they have built their soccer club to include more than 200 youth participants from around the County (approximately 5 players are from the Palm Springs community). At this time, their soccer training and related costs, in addition to the limited number of players from Palm Springs, have grown to a point that exceeds the Village's ability to continue subsidizing this program. As a result, Elite is currently looking for alternative soccer fields/facilities to relocate their program.

The approximate program costs (and subsidy) to host this program within the Village's Athletic Complex (not including Village administrative costs, new Village equipment, storage of Elite's equipment and vehicles, etc.) are provided within the attached spreadsheets. The projected cost recovery (break even point), based on the cost share percentage for Elite Soccer Academy from the past year's usage and the Village's maintenance expenditures, are as follows:

<u>Previous Year Field Usage</u> <u>9 months per year (Weekdays)</u>	<u>Annualized Cost</u>	<u>Monthly Cost</u>
. 50% Cost Share	\$63,962.83	\$7,106.98
. 25% Cost Share	\$35,238.65	\$3,915.41

Note: These are projected costs based on actual Village expenditures and do not include all associated costs (i.e., Village administrative costs, new Village equipment, storage of Elite's equipment and vehicles, etc.) to support the Elite Soccer Academy on the Village's Athletic Complex fields.

In an effort to work with Elite Soccer Academy to enable them to find alternative fields, staff is proposing to enter into a two (2) month Temporary Non-Exclusive License Agreement for the use of certain portions of the Village's Athletic Complex (as determined by Village staff) in the total amount of \$7,500 (approximately 25% cost share) to be paid over two, equal payments. The proposed Agreement will end on November 11, 2016.

The proposed Facility Use Agreement was prepared by Leisure Services Director and reviewed by the Village Attorney.

FISCAL IMPACT:

The proposed agreement, although not covering the full 50% cost share for utilization of the Village's Athletic Complex, will produce rental revenues to offset a portion of the Village's field maintenance costs.

Mayor Smith asked for a motion to approve the consent agenda, a motion was made by Vice Mayor Brinkman, and seconded by Council Member Shields. Motion carried 4-0.

Council Member Gunther arrived 6:37 p.m.

PRESENTATIONS

Mayor Smith presented a check in the amount of \$4,750 to Mr. & Mrs. Pica for the Property Improvement Program.

8. Award of Property Improvement Program (PIP) Matching Grant Monies

Village Manager stated that a PIP applicant has completed their improvement project and has filed the necessary documentation to receive the Village matching grant funds.

- | | | |
|----|-----------------|--|
| 1) | Owner/Resident: | Daniel and Sherry Pica |
| | Address: | 444 Alameda Drive (Since 2003) |
| | Project: | Replaced Windows with Impact Resistant Glass
and Front Door |
| | Eligible Costs: | \$ 9,500.00 |
| | Grant Award: | \$ 4,750.00 |

FISCAL IMPACT:

Funding is available in the FY 2016 General Fund Budget for property improvement incentives.

Mayor Smith opened the meeting up for public comment.

Johnnie Tische of 305 Winged Foot thanked the Chief of Police in being proactive with regards to Zika and the outside storage of tires. Also thanked Council Member Shields, Village Manager Reade and Leisure Services Director, Bill Golson for attending the presentation of the proclamation to the Veterans of Foreign Wars for the Prisoners of War and those Missing in Action.

Village Manager Reade would like to advertise this event on the LED Board for next year and post it on the website.

Gary Ready of 3118 Meadow Road supports medical marijuana. He mentioned the fountains at Lake Frost do not seem to be operating properly.

Bill Golson, Leisure Services Director, explained that they had put something in the lake to contain the weeds.

PUBLIC HEARINGS

Clerk stated that said ordinance was advertised in the Palm Beach Post on September 19, 2016. Mayor Smith asked the Village Attorney Schutt to read the Ordinance by title.

9. Ordinance No. 2016-14 - Establish FY 2016-2017 Millage Rates - Operating & Debt Service

Village Manager Reade stated that the Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. Additionally, the Council is requested to consider certifying the Village's taxable values to the PBC Property Appraiser as well as other related financial information:

- . Gross taxable property value for the FY 2017 is \$913,864,847 – an increase of \$93,988,249 over FY 2016
- . The Village's proposed FY 2017 General Fund operating millage is \$3.9000 per \$1,000 of taxable value or an increase of 10.08% over the rolled-back rate
- . Rolled-back rate is calculated at \$3.5428 per \$1,000 of taxable value
- . Total taxable value within the Village to calculate the debt service millage rate is \$916,187,067; thus, the proposed millage rate required to pay the Village's general obligation debt for FY 2017 is \$0.4930 per \$1,000 of taxable value
- . Proposed operating millage rate of \$3.9000 per \$1,000 of assessed valuation and the voted debt service millage rate of \$0.4930 per \$1,000 of taxable value provide for a total millage rate of \$4.3930
- . The proposed combined millage rates for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt)

The proposed FY 2017 millage rate ordinance was approved on 1st reading on September 8th, and is being presented for 2nd and final reading.

Note: Staff will submit the required Form DR-420 – Certification of Taxable Value and the Form DR-420Debt – Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector and the State of Florida following final approval.

FISCAL IMPACT:

The proposed combined millage rates (4.3930) for FY 2017 (3.9000 operating + .4930 debt) are .0554 mills lower than the approved combined millage rates for FY 2016 (3.9000 operating + 0.5484 debt).

Mayor opened the meeting to the public. There were no public comments.

Mayor Smith asked for a motion to approve Ordinance 2016-14, a motion was made by Council Member Gunther seconded by Mayor Pro Tem Waller. Roll Call Vote, Motion carried 5-0.

Clerk stated that said ordinance was advertised in the Palm Beach Post on September

19, 2016. Mayor Smith asked the Village Attorney Schutt to read the Ordinance by title.

10. Ordinance 2016-15 - Adopt FY 2016-2017 Budget

Village Manager Reade stated that in accordance with the Village Charter and state law, the proposed ordinance establishes the balanced annual budget for the Village of Palm Springs in the amount of \$37,966,444 for Fiscal Year (FY) beginning October 1, 2016 and ending September 30, 2017. The proposed FY 2017 Budget is comprised of the following funds:

General Fund Budget	\$18,363,217
Debt Service Fund Budget	\$ 429,125
Water and Sewer Enterprise Fund Budget	\$18,801,280
Stormwater Enterprise Fund	\$ 372,822

The Village Council held a budget workshop on July 28, 2016 to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes this budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function, as they will appear in the budget summary advertisement that will be published in the Palm Beach Post on September 19, 2016 and posted on the Village's website – www.vpsfl.org – in accordance with state law.

The proposed FY 2017 Budget ordinance was approved on 1st reading on September 8th, and it is being presented for 2nd and final reading.

FISCAL IMPACT:

The proposed ordinance establishes the operating budget for the General Fund, Debt Service Fund, Water and Sewer Enterprise Fund and the new Stormwater Enterprise Fund for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

Mayor opened the meeting to the public. There were no public comments.

Clerk stated that said ordinance was advertised in the on September 15, 2016. Mayor Smith asked the Village Attorney Schutt to read the Ordinance by title.

Mayor Smith asked for a motion to approve Ordinance 2016-15, a motion was made by Vice Mayor Brinkman, seconded by Council Member Shields. Roll Call Vote, Motion carried 5-0.

11. Ordinance 2016-13 – Village Code Amendment – Off Duty Police Details

Clerk stated that said ordinance was advertised in the on September 15, 2016. Mayor Smith asked the Village Attorney Schutt to read the Ordinance by title.

Village Manager Reade stated that the Police Department is recommending various amendments to Village Code related to Off-Duty Police Details to clarify certain requirements and fees. The proposed amendments include the following:

- . Fees for off-duty police detail services and the associated administrative expenses will be established in the fee schedule as approved by the Village Council
- . Deletes language defining the minimum charge required when a detail is cancelled within 48 hours prior to the start of the detail. This language has instead been included in the approved fee schedule
- . Off-duty details would be required to first be contracted with the Village's Police Department, and provided that proper notice is provided and the detail cannot be filled by the Village within 24-hours of the event, then another law enforcement agency, having proper jurisdiction, may be contracted to perform services requested

The proposed amendment was prepared by the Village Attorney and reviewed by the Chief of Police.

The proposed ordinance was approved on 1st reading on September 8, 2016, and is being presented for 2nd and final reading.

FISCAL IMPACT:

There is no direct fiscal impact to the Village as a result of the proposed amendment. Mayor Smith had a question regarding the twenty-four (24) notification that would be required for off-duty details. The Chief of Police explained that the Palm Beach Sheriff's office would be notified if the Village's Police Department was not available for coverage.

Mayor opened the meeting to the public. There was no public comment.

Mayor Smith asked for a motion to approve Ordinance 2016-13, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Gunther. Roll Call Vote, Motion carried 5-0.

12. Resolution No. 2016-68 – Abandonment of a portion of Cross Street – to be continued to the October 13, 2016 Council meeting.
13. Resolution 2016-69 - Final Plat – Water's Edge Dermatology - 2669 Forest Hill Boulevard (Lakeshore Center)

Village Manager Reade stated that Mr. Kevin McGinley agent for the owner of the property, Lakeshore Center LLC, has filed the final plat to create a separate parcel that may be conveyed to a contract purchaser, Water's Edge Dermatology, as a legal lot of record. The property owner and the contract purchaser developed an agreement (i.e.,

unity of control) that will outline the responsibilities related to access, utilities, parking, maintenance and drainage.

Note: From a planning and zoning perspective, Lakeshore Center is a single development project with a unified site plan; therefore the creation of a new lot does not require compliance with the standards of the CG zoning district for a stand-alone parcel.

The final plat is consistent with the preliminary plat that was previously approved by the Village Council (Resolution 2016-61 – July 28, 2016).

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 proposed Unity of Control was prepared by the applicant's attorney and reviewed by the Village Attorney and the Land Development Director.

If approved, the final plat and executed Unity of Control will be recorded in the public records of Palm Beach County prior to issuance of a Certificated of Occupancy and/or any required approval to utilize the building/property as a business (i.e., new dermatology/medical office, etc.).

FISCAL IMPACT:

There is no direct fiscal impact to the Village from the proposed plat.

Mayor opened the meeting to the public.

Gary Ready of 3118 Meadow Road noticed that the dog store is using the parking spaces behind TD Bank.

Village Attorney Schutt read the resolution by title. Mayor Smith asked for a motion to approve Resolution 2016-69, a motion was made by Council Member Shields, seconded by Vice Mayor Brinkman. Motion carried 5-0.

14. Resolution No. 2016-70- Extension of the Village Future Annexation Area

Village Manager Reade stated that Village staff is proposing to expand/extend the Village's Future Annexation Area from its current southeasterly limits on Congress Avenue, south of Lake Worth Road to include the Palm Beach Habilitation Center property on the southeast side of Congress Avenue. Palm Springs' Future Annexation Area was adopted via Resolution 1989-20, and amended via Resolutions 2005-67, 2007-40 and 2015-79.

The proposed expansion of the Village's Future Annexation Area would allow for uniform control over the major corridors and standardization of regulations and incentives to promote economic development and re-development of underutilized properties.

The proposal to extend the Village's annexation area has been shared with the City of Lake Worth, the City of Atlantis and Palm Beach County. The City of Lake Worth has expressed a desire to annex Palm Beach State College into their corporate limits and Palm Beach County would like for John Prince Park to remain within the unincorporated area of the County. The proposal has been formally routed through IPARC and no concerns have been received to date. Further, staff met with Palm Beach County and no concerns were provided.

The proposed Future Annexation Area map is not formally adopted within the Village's Comprehensive Plan, but was included in the 2007 Evaluation and Appraisal Report due to the fact that the Village was outlining our objectives for the upcoming 10 year period. As a result, this expansion would not require a comp plan amendment.

The Land Development Board considered this proposal at its August 9th meeting and recommended approval.

FISCAL IMPACT:

The legislative act of amending the map does not have a fiscal impact.

Mayor opened the meeting to the public. There was no public comment.

Village Attorney Schutt read the resolution by title. Mayor Smith asked for a motion to approve Resolution 2016-70, a motion was made by Council Member Gunther, seconded by Vice Mayor Brinkman. Motion carried 5-0.

Actions and Reports

Village Manager Reade received a notice from Palm Beach County agreeing to pay for one third of the paving of roads that was included in their budget. He also reported that the Village has received two proposals that will be opened tomorrow for the CRA and hopes to award the recommendation at the next meeting in October. The annexation schedule will be to introduce the ordinance in November and adopt it in December.

He reported that pressure washing had begun on the buildings and they started painting the Library. Bill Golson gave an update on the new signage and landscaping in the Village. The sanitation brochure has been completed, any changes that are needed please let the Village Manager know before it goes to print. The Village Manager and Kim Glas-Castro, the Land Development Director will be serving on a policy committee for annexations. The Santa's sleigh ride will be December 10th and the employee party will be December 17th.

Council Comments

Council Member Shields commented on how nice the Library looked with the new paint. Thanked everyone involved with the "Touch a Truck" event. She welcomed back John Rouse, Public Service Director.

Vice Mayor Brinkman had a question regarding signs at Sago Park.

Council Member Gunther was wondering if Movie Night had been scheduled yet. The Chief reported that October 21st is "Goosebumps" and November 18th is the "Secret Life of Pets". Thanked the staff for the "Touch a Truck" event, he also welcomed John Rouse back.

Mayor Pro Tem Waller congratulated Mr. & Mrs. Pica for their replacement windows. She's planning on reading books to the school aged students here in town, on October 27th. Mayor Smith congratulated the Picas for the PIP grant award.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 7:30 p.m.

Respectfully submitted,

Susan Caljean, Village Clerk

Mayor, Bev Smith

NEXT REGULAR MEETING: OCTOBER 13, 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: October 13, 2016

DEPARTMENT: Village Manager's Office

ITEM #2: Approval of Village Council Meeting Schedule – FY 2017

SUMMARY: The Village Charter and the Code of Ordinances requires the Council to hold at least one meeting per month. As a result, the Village Council is requested to approve the proposed Meeting schedule for Fiscal Year (FY) 2017.

The proposed schedule of meetings, if approved, is as follows:

2016

Thursday, November 10, 2016

Thursday, December 8, 2016

2017

Thursday, January 12, 2017

Thursday, February 9, 2017

Thursday, March 9, 2017

Thursday, April 11, 2017

Thursday, May 11, 2017

Thursday, June 8, 2017

Thursday, July 13, 2017

Thursday, July 27, 2017 - Budget Workshop (prior to Council Meeting)

Thursday, July 27, 2017 – Tentative Millage Rate

Thursday, August 10, 2017

Thursday, September 14, 2017 (Millage Rate & Budget – 1st Public Hearing)

Thursday, September 28, 2017 (Millage Rate & Budget – 2nd Public Hearing)

Thursday, October 12, 2017

Note: Meeting start times are 6:30 p.m. except for the July 27th Meeting, which will begin at 7:00 p.m. to provide for sufficient time to hold the Budget Workshop. Also, additional meetings may be scheduled as required.

FISCAL IMPACT:

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

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Land Development

ITEM #3: Approve Firm Rankings & Authorize Agreement Negotiations - RFO #2016R-007 – Community Redevelopment Agency (CRA) Consulting Services (FY2017 Budget Funded)

SUMMARY: On August 11, 2016, the Village issued a Request for Qualifications (RFQ) for Consulting Services for the creation of Community Redevelopment Agency (RFQ #2016R-007) in accordance with the Village's Purchasing Code. The purpose of this RFQ was to select a qualified company to assist in preparing the Village's Findings of Necessity, Interlocal Agreement and CRA Master Plan [including Tax Increment Financing (TIF) projections] to create a CRA with up to three (3) districts pursuant to requirements and procedures outlined in Chapter 163, Florida Statutes.

As a result, the Village received two (2) responses:

- . Redevelopment Management Associates (RMA) – Pompano Beach, Florida
- . Mellgren Planning Group – Fort Lauderdale, Florida

An Employee Committee, which was appointed by the Village Manager to evaluate each proposal and provide a recommendation that would be brought to the Village Council for consideration. The Committee, which included representatives from the Public Service Department, Land Development Department, the Finance (Purchasing) Department and the Police Department, met on September 23, 2016 and reviewed each submittal and scored each firm's response based on the following criteria:

- . Experience (past ten (10) years) in creating or expanding CRA's.
- . Experience (past ten (10) years) in Palm Beach County in creating or expanding CRA's
- . Qualifications of key personnel assigned to the project and their role
- . Anticipated approach, scope and timeline to complete the project
- . Resources, personnel availability and commitment

As a result, the Committee determined that Redevelopment Management Associates (RMA) to be well qualified to meet the needs of the Village.

Village Staff is requesting the Council to authorize contract negotiations with RMA. If an agreement can be mutually agreed to, the proposed contract will be brought back to the Village Council for final approval during the November 10, 2016 Meeting.

FISCAL IMPACT:

Funds to support this project are available within the FY 2017 General Fund - Professional Fees.

ATTACHMENTS:

1. Village of Palm Springs - Consulting Services For Creation of Community Redevelopment Agency (RFQ #2016R-007)
2. Redevelopment Management Associates (RMA) – Qualifications - Consulting Services For Creation of Community Redevelopment Agency (RFQ #2016R-007)
3. Employee Committee – Appointment Memo
4. Employee Committee - Recommendation Memo & Scoring Sheets

REQUEST FOR QUALIFICATIONS
RFQ # 2016R-007

**CONSULTING SERVICES FOR CREATION OF
COMMUNITY REDEVELOPMENT AGENCY**



226 Cypress Lane
Palm Springs, FL 33461

Land Development Department
(561) 965-4016

Village of Palm Springs
REQUEST FOR QUALIFICATIONS
RFQ #2016R-007

CONSULTING SERVICES FOR CREATION OF COMMUNITY REDEVELOPMENT AGENCY

The Village of Palm Springs is seeking Qualifications from qualified firms to provide **Consulting Services for Creation of Community Redevelopment Agency** (“CRA”) to prepare the Community Redevelopment District Finding of Necessity Report(s), draft and facilitate an Interlocal Agreement with Palm Beach County supporting the establishment of a Palm Springs CRA and TIF program, and draft Community Redevelopment Plan(s), in accordance with the terms, conditions and specifications contained in this Request for Proposal. The firm will recommend appropriate district boundaries to include anticipated revenues from tax increment financing. The Village envisions establishing a CRA with up to three districts.

Request for Qualification documents are available on the Village of Palm Springs’ website at <http://www.vpsfl.org/bids.aspx> , www.demandstar.com, or by contacting the Village Clerk’s office at (561) 965-4010.

Sealed Qualifications must be clearly marked **“RFQ #2016R-007, Consulting Services for Creation of Community Redevelopment Agency”** and delivered to the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461. The deadline for submission of Qualifications is **Wednesday, August 31, 2016 at 10:00 a.m. local time**. Late Qualifications will not be accepted and will be returned to the sender unopened.

A public meeting of the Village’s Selection Committee is expected to convene at 10:00 A.M. EST on Friday, September 2, 2016 in the Land Development Conference Room at 226 Cypress Lane, Palm Springs, Florida, 33461 to review and discuss rankings of the respondents.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for proposal documents. Any questions regarding the completeness or substance of the request for proposal documents or the scope of services must be submitted in writing via email to Susan Caljean, Village Clerk, scaljean@vpsfl.org.

The Village reserves the right to accept or reject any or all Qualifications, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

PUBLISH: Legal Section
 Coastal Observer
 August 11, 2016

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1. GENERAL INFORMATION and PURPOSE

The Village of Palm Springs, Florida, is a municipal corporation of the State of Florida, incorporated in 1957. The Village operates as a Council-Manager form of government and provides the following services: public safety, sanitation, road and street facilities, land development, leisure services, library, general administrative services, and water and sewer utility. The Village is approximately 4 square miles in size. The most recent population estimate is 22,282. The major commercial corridors in the Village include South Congress Avenue, South Military Trail, Forest Hill Boulevard, Lake Worth Road, and 10th Avenue North. The majority of the properties along these corridors were improved while unincorporated and subsequently annexed into the Village limits. The corridors are represented by nonconforming (small) parcels, inadequate infrastructure (drainage and sanitary sewer, in part), code violations and police incidents, lack of identity and streetscape, all of which contributes to blight along the corridors.

Chapter 163, Part III, Florida Statutes, provides for the exercise of community redevelopment authority. The Village is seeking a qualified firm to evaluate three (3) corridors as potential CRA districts, and prepare the necessary reports and recommendations to determine the feasibility of creating a CRA. The firm will prepare the Community Redevelopment District Finding of Necessity Reports, draft and facilitate an Interlocal Agreement with Palm Beach County supporting the establishment of a Palm Springs CRA and TIF program, and draft the Community Redevelopment Plan(s). The Village envisions establishing a CRA with three districts: 1) Congress Avenue, north of Forest Hill Boulevard, 2) Military Trail, and 3) Lake Worth Road (see map in Appendix 1).

1.1 No Oral Interpretations of the RFQ

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Qualifications. Therefore, oral statements about the RFQ by the Village's representatives will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFQ will be made in the form of a written addendum to the RFQ. Any addendum to this RFQ will be posted on the Village's website and on DemandStar. A Proposer can only rely upon those interpretations of, or changes to, this RFQ that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

1.2 Reviewing the RFQ and Addenda

Each Proposer should closely examine all of the documents and requirements in this RFQ. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all of the pages of the RFQ. In accordance with the provisions of the American with Disabilities Act, this RFQ may be requested in an alternate format.

No later than **10:00 AM on August 19, 2016**, each Proposer shall deliver to the Village all of the Proposer's questions concerning the intent, meaning and interpretation of this RFQ. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

Village of Palm Springs
Village Clerk
226 Cypress Lane
Palm Springs, FL 33461
scaljean@vpsfl.org

If revisions to this RFQ become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Village's website at www.vpsfl.org or www.demandstar.com. The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFQ.

1.3 Schedule and Deadlines for the RFQ

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

The following is an estimated schedule to be followed for this RFQ.

Issue of RFQ Package	August 11, 2016
Deadline for Written Questions:	August 19, 2016 - 10:00 AM
Proposal Due Date:	August 31, 2016 - 10:00 AM
Selection Committee Meeting	September 2, 2016 -10:00 AM
Consideration / Award by Village Council	September 8, 2016 – 6:30 PM

1.4 Award of Contract by Village Council

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

1.5 Legal Requirements

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFQ and the work to be performed under the Agreement. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws, or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFQ, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFQ. If a Proposer discovers any provision in this RFQ that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Village Clerk.

1.6 Litigation Concerning the RFQ and Agreement

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFQ or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFQ or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

1.7 Public Records

Any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFQ. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFQ.

1.8 Drug-Free Work Place

Preference shall be given to a business with a Drug-Free Work Place (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, and certifies it is a DFW.

1.9 Cone of Silence

A cone of silence is hereby imposed and made applicable to this RFQ and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: www.palmbeachcountyethics.com, is in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this RFQ between any Proposer or Proposer's representative and any Village of Palm Springs employee. The Cone of Silence is in effect as of the issuance of the RFQ. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time that the Village of Palm Springs Council awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process. A Proposer's representative shall include but not be limited to the Proposer's employee, family/friend, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.

1.10 Lobbying

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFQ process.

1.11 Prohibition on Scrutinized Companies

As provided in F.S. 287.135, by entering into any agreement with the Village, or performing any work in furtherance hereof, the Successful Proposer/Consultant certifies that Consultant and Consultant's affiliates, suppliers and subcontractors that will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes. If the Village determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Village's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

1.12 Cost of Proposal Preparation

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFQ. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFQ, including but not limited to the cost of making presentations to the Village.

1.13 Inspector General

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

1.14 Protest Procedures

See the Village's Purchasing Policy.

1.15 Non-collusion

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services, and the possible inability of Proposer to bid on future projects.

1.16 Code of Ethics

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is submitted and may be further disqualified from bidding on any future RFQ's for work or for goods or services for the Village.

1.17 Conflict of Interest

The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto.

2. THE SUBMITTAL PACKAGE

The RFQ is designed to provide the necessary information about your firm. RFQ packages shall include an original and five (5) copies and a .pdf copy on a CD or USB thumbdrive. Each submittal must include the attached checklist labeled "Exhibit A". This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFQ requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFQ Information", or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The submittal package must be organized in the following manner:

1. Cover Letter (Please address firm's history, resources, personnel availability and commitment in cover letter.)
2. Checklist (Exhibit A)
3. Acknowledgement of Addenda
4. Qualification Submittal Signature Page
5. Firm/Team organizational chart which includes:
 - a. Individuals Name and Position
 - b. Clear designation of one person who will be the main authorized contact for the respondent (include contact information)
6. Firm Experience in Creating or Expanding CRAs in Florida (past 10 years)
7. Firm Experience in Palm Beach County in Creating or Expanding CRAs (past 10 years)
8. Qualifications and Role of Key Personnel Assigned to Project (Do not include a resume here. All resumes, if included, should be included under "Additional RFQ Information" tab.)
9. Firm's Anticipated Approach, Scope and Timeline to Complete the Project
10. Conflict of Interest Disclosure Form

11. Notification of Public Entity Crimes Law
12. Drug Free Workplace
13. Non-Collusion Affidavit
14. Truth-In-Negotiation Certificate

One original and five (5) copies, and a .pdf copy on a CD or thumb drive of the RFQ must be received in the office of the Village Clerk, Village Hall, 226 Cypress Lane., Palm Springs, FL 33461, no later than by than **10 AM EST time on Wednesday, August 31, 2016**, at which time a list of respondents will be made public.

In accordance with the American with Disabilities Act (ADA) this document may be requested in an alternate format.

3. EVALUATION AND SCORING

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points and Weighted Score awarded to each firm. Both criteria will be used to rank each firm 1,2,3,4, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score and weighted score for the firm.

1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs"):
 - a. Name of entity for which the work was performed.
 - b. Brief description of the scope of the project.
 - c. Amount of initial contract award and final amount paid; and
 - d. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs:
 - a. Name of entity for which the work was performed.
 - b. Brief description of the scope of the project.
 - c. Amount of initial contract award and final amount paid; and
 - d. Name of contact person with the entity and current telephone number who can knowledgeably discuss your firm's role and performance in the project.
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role.
4. Firm's anticipated approach, scope and timeline to complete the project.
5. Firm's resources, personnel availability and commitment.

Failure to respond to all the items listed above may result in a lower overall score and may hinder your chances of being selected.

The Evaluation Criteria is made up of the categories above that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFQ submittals.

Firm experience the past ten years in creating or expanding Community Redevelopment Agencies (“CRAs”) in Florida: The firm will be expected to demonstrate recent experience with other Florida local governments.

Firm experience the past ten years in Palm Beach County in creating or expanding CRAs: The firm will be expected to demonstrate recent experience with the Palm Beach County Board of County Commissioners and senior staff.

Firm’s Personnel Qualifications: The firm shall name the actual Project Manager assigned to the Village and other key staff to be assigned to projects, describe their ability and experience and indicate the function of each individual within the organization and their proposed role on this Village project. Sub-consultants or other outside service providers should be indicated also.

Firm’s Anticipated Approach, Scope and Timeline to Complete the Project. The firm shall detail their approach to be utilized in evaluating the target corridors, drafting the Finding of Necessity for up to three (3) districts, recommending appropriate district boundaries, assessing and determining the anticipated revenues from tax increment financing, facilitating an Interlocal Agreement with Palm Beach County supporting the establishment of a Palm Springs CRA and TIF program, and drafting up to three districts’ Community Redevelopment Plans.

Firm’s Resources, Personnel Availability and Commitment: The firm shall demonstrate a commitment to insuring the Village’s interests are met by completing projects on time and within budget. Firm must also demonstrate flexibility to complete projects per the Village’s specifications.

EVALUATION CATEGORIES	POINTS POSSIBLE
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies (“CRAs”) in Florida	20
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30
3. Firm’s personnel qualifications of key personnel who will be assigned to the project and describing their role	15
4. Firm’s anticipated approach, scope and timeline to complete the project	20
5. Firm’s resources, personnel availability and commitment	15
GRAND TOTAL OF POINTS	100 POINTS

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to Village Clerk, 226 Cypress Lane, Palm Springs, Florida, 33461. Email scaljean@vpsfl.org.

4. AWARD OF CONTRACT

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract.

**EXHIBIT A
CONSULTANT CHECKLIST**

Note:

- 1) This Exhibit must be included in RFQ immediately after the cover letter.
- 2) RFQ Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFQ Information"

____ Cover Letter (Please address firm's history, resources, personnel availability and commitment in cover letter.)

____ Copy of this Check List (Exhibit A)

____ Acknowledgment of Addenda

____ Qualification Submittal Signature Page

____ Firm/Team organizational chart

____ Firm Experience in Creating or Expanding CRAs

____ Qualifications and Role of Key Personnel Assigned to Project

____ Firm's Anticipated Approach, Scope and Timeline to Complete the Project

____ Conflict of Interest Disclosure Form

____ Notification of Public Entity Crimes Law

____ Drug-Free Work Place

____ Non-Collusion Affidavit

____ Truth-In-Negotiation Certificate

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Qualifications on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ Is a drug-free workplace and has
(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Proposer that has submitted a Qualification to perform work for the following:

RFQ No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such

Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2016, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: _____

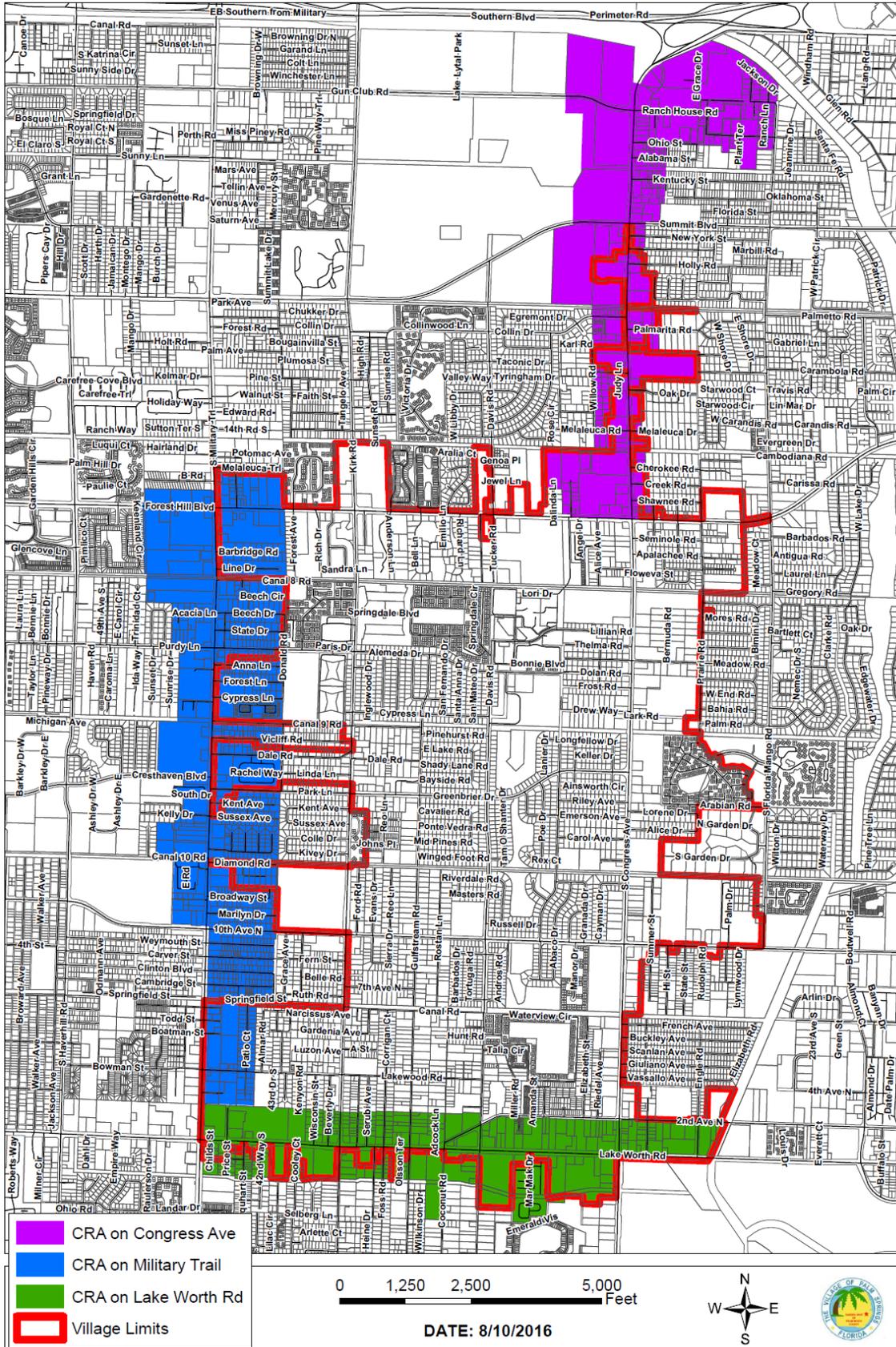
Title: _____

Date: _____

Signature: _____

APPENDIX 1

VILLAGE OF PALM SPRINGS - CRA AREAS





R M A

REINVENTING YOUR CITY

AUGUST 31, 2016

**CONSULTING SERVICES
FOR CREATION OF COMMUNITY
REDEVELOPMENT AGENCY
RFQ #2016R-007**



Redevelopment Management Associates (RMA)

2302 E. Atlantic Blvd.

Pompano Beach, FL 33062

P: 954.695.0754 | F: 754.222.8081

info@rma.us.com | www.rma.us.com

Allison Justice

Sr. Project Manager/Project Director

Allison@rma.us.com | 913.972.2221

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TAB 1

COVER LETTER

August 31, 2016

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

RE: RFQ # 2016R-007 – CONSULTING SERVICES FOR CREATION OF
COMMUNITY REDEVELOPMENT AGENCY

RMA is pleased to transmit our proposal to provide professional consulting services for the creation of Community Redevelopment Agency to the Village of Palm Springs. RMA, as one of the most experienced full service firms in the State of Florida specializing in CRA management/administration, economic (re)development, urban design/planning, business attraction/ marketing and real estate consulting services for governmental entities, has the in-house knowledge and extensive team experience to successfully achieve the Village's goals. The RMA team is passionate about reinventing cities, with a proven track record developing and promoting activities and programs that are improving communities throughout Florida. Our realistic, comprehensive and effective approach has resulted in over \$1 billion in private sector investment within our client areas – helping to create successful communities.

RMA was formed in 2009 by Principal Members, Kim Briesemeister, a Certified Redevelopment Administrator, and Christopher J. Brown, combining their talents and 50 years of combined experience providing consulting and management services to governments in the field of urban redevelopment. RMA's founders have successfully guided the transformation of numerous cities/areas by understanding and applying the steps required to evaluate/ assess an area: identify leaders, work with the leaders and community to define a vision, create a plan and actually implement the plan – helping to build better communities.

RMA's 43 highly experienced professionals are committed to helping our clients in their pursuit of economically diverse and healthy communities and use their expertise to effectively evaluate and market economic activity and opportunities. The RMA team is comprised of active practitioners who led some of the most successful economic (re)development efforts in Florida cities during the last 30 years, transforming many South Florida areas into thriving business and entertainment districts, including Delray Beach, Fort Lauderdale, Hollywood, Miami Beach, Pompano Beach and West Palm Beach.



REINVENTING YOUR CITY

RMA's understanding of, and experience with, redevelopment and Florida CRA's is unmatched. The firms' principals have managed four of the largest CRA's in the State of Florida, including the Delray Beach, Fort Lauderdale, West Palm Beach and Hollywood CRA's and RMA currently manages four Florida CRA's (West Palm Beach, Pompano Beach, Dania Beach and Margate). The RMA team includes two past presidents of the Florida Redevelopment Association and two current members of the FRA Board of Directors, including the chair of the FRA's Legislative Committee. The RMA team has utilized many complex P3 financial and real estate structures in the most successful CRAs in Florida, including Miami Beach, Delray Beach, Fort Lauderdale, Hollywood, and West Palm Beach, and we are currently providing P3 services to the Dania Beach, Davie, Margate, North Miami and North Miami Beach CRA's.

RMA understands the Village is seeking a qualified firm to evaluate three (3) corridors as potential CRA districts, and prepare the necessary reports and recommendations to determine the feasibility of creating a CRA. We further understand that the selected firm will prepare the Community Redevelopment District Finding of Necessity Reports, draft and facilitate an Interlocal Agreement with Palm Beach County supporting the establishment of a Palm Springs CRA and TIF program, and draft the Community Redevelopment Plan(s) – the Village envisions establishing a CRA with three districts: 1) Congress Avenue, north of Forest Hill Boulevard, 2) Military Trail, and 3) Lake Worth Road.

We have reviewed the scope of services and our submittal, per the RFQ, responds to the items outlined. We have added the engineering and environmental expertise of Kimley-Horn and the legal expertise of GrayRobinson to our team for this submittal. In the following pages, you will clearly see the RMA team has a comprehensive understanding of and extensive experience with the economic development, redevelopment, CRA plan creation/update and community engagement process, and has successfully crafted and implemented award winning strategies that benefit communities.

RMA is unique. RMA's distinction from other firms is our multi-disciplinary expertise and focus on urban area revitalization and growth of local economies, from drafting the strategies to building and leveraging results. Our real world experience managing capital projects, applying land development regulations to new and refurbished construction and negotiating and financing projects and incentives are what sets RMA apart.

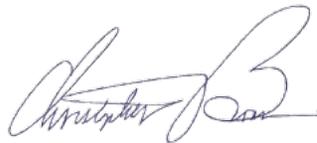
RMA is different. We understand how to align goals and strategies with community values and visions, authoring practical, actionable and accountable plans for our clients. We excel at implementing and managing the initiatives outlined in our comprehensive plans and are able to address even the most difficult challenges by providing a proven road map to success.

Our unique approach, combined with the extensive experience of our in-house experts, makes the RMA team the best choice to provide Consulting Services for the Village of Palm Springs. Thank you for the opportunity to introduce our team. We look forward to assisting you in your endeavors and, as your partner, we will be committed to your success. Please contact us if we can provide further information.

Sincerely,

Kim J. Briesemeister
Principal Member
C: 954.829.3508
kim@rma.us.com

Christopher J. Brown
Principal Member
C: 561.706.5545
chris@rma.us.com



RMA'S PROJECT DIRECTOR FOR THE VILLAGE OF PALM SPRINGS AND PERSON AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER WILL BE:

Allison Justice
Sr. Project Manager

RMA
2302 E. Atlantic Blvd.
Pompano Beach, FL 33062
P: 954.695.0754
C:913.972.2221
allison@rma.us.com



TAB 2

CHECKLIST (EXHIBIT A)

**EXHIBIT A
CONSULTANT CHECKLIST**

Note:

- 1) This Exhibit must be included in RFQ Immediately after the cover letter.
- 2) RFQ Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFQ Information"

 X Cover Letter (Please address firm's history, resources, personnel availability and commitment in cover letter.)

 X Copy of this Check List (Exhibit A)

 X Acknowledgment of Addenda

 X Qualification Submittal Signature Page

 X Firm/Team organizational chart

 X Firm Experience in Creating or Expanding CRAs

 X Qualifications and Role of Key Personnel Assigned to Project

 X Firm's Anticipated Approach, Scope and Timeline to Complete the Project

 X Conflict of Interest Disclosure Form

 X Notification of Public Entity Crimes Law

 X Drug-Free Work Place

 X Non-Collusion Affidavit

 X Truth-In-Negotiation Certificate



TAB 3

ACKNOWLEDGMENT OF ADDENDA

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

- Addendum #1, Dated _____
- Addendum #2, Dated _____
- Addendum #3, Dated _____
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____
- Addendum #9, Dated _____
- Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Redevelopment Management Associates, LLC

Firm Name



Signature

Kim Briesemeister, Principal

Name and Title (Print or Type)

08/26/16

Date



TAB 4

**QUALIFICATION SUBMITTAL
SIGNATURE PAGE**

QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Redevelopment Management Associates, LLC

Street Address: 2302 E Atlantic Blvd., Pompano Beach FL 33062

Mailing Address (if different from Street Address): _____

Telephone Number(s): 954.695.0754

Fax Number(s): 754.222.8081

Email Address: info@rma.us.com

Federal Employer Identification Number: 26-4367102

Prompt Payment Terms: % days' net 30 days
No discount

Signature:  _____
(Signature of authorized agent)

Print Name: Kim Briesemeister

Title: Principal

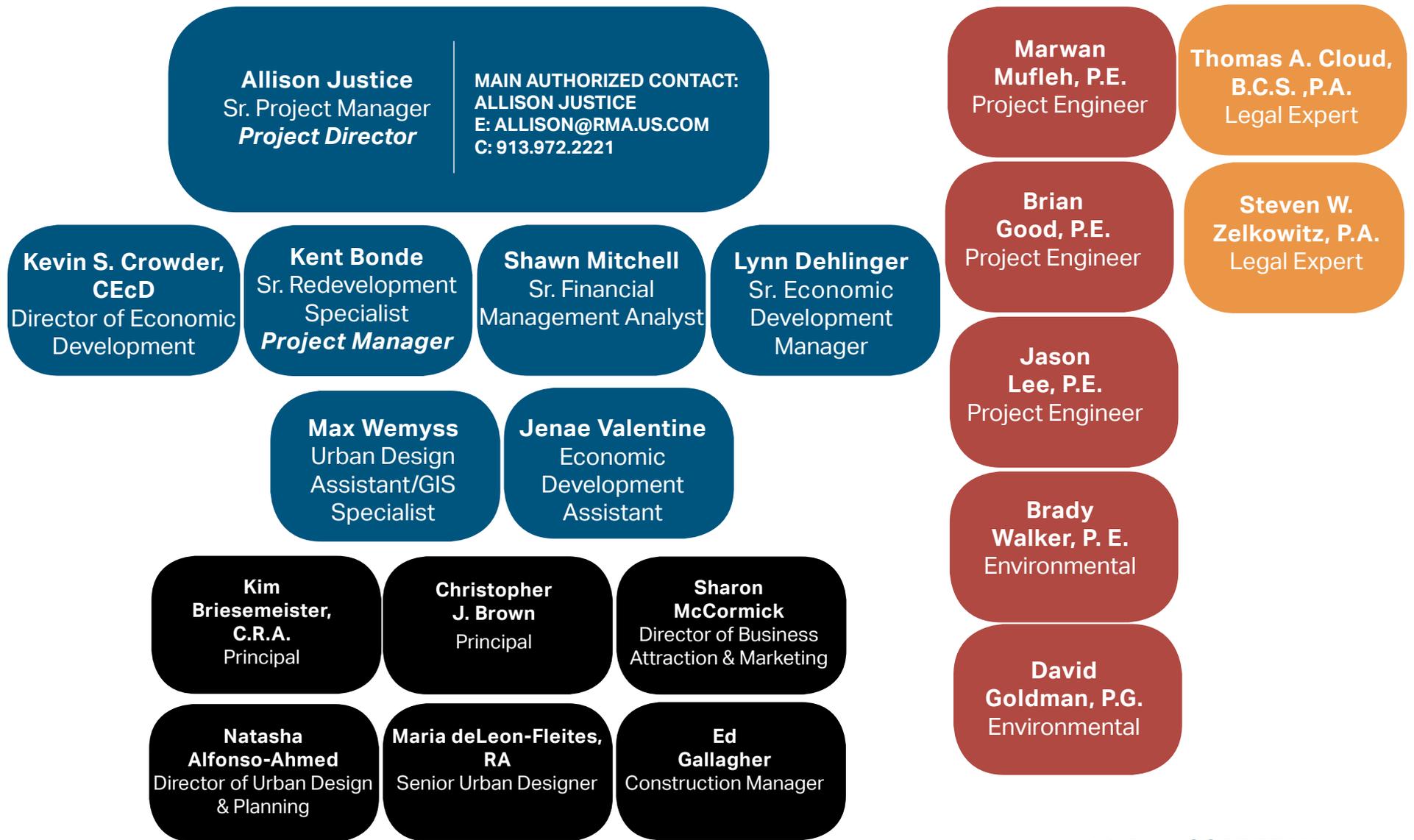
Date: 08/26/16

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.



TAB 5

FIRM/TEAM ORGANIZATIONAL CHART



- RMA CORE TEAM
- RMA SUPPORT TEAM
- SUB KIMLEY-HORN
- SUB GRAY-ROBINSON

A large, light blue silhouette of a palm tree is positioned on the left side of the page, extending from the bottom left towards the center. The tree has a long, slender trunk and a full, rounded canopy of fronds.

TAB 6

**FIRM EXPERIENCE IN CREATING OR
EXPANDING CRAS IN FLORIDA
(PAST 10 YEARS)**

RMA's extensive experience with preparing Feasibility Studies, CRA Plans and Redevelopment Plan Updates includes:

- A. Finding of Necessity**
 - a. Fort Pierce, Florida
 - b. American Beach, Florida
 - c. Delray Beach, Florida

- B. CRA Redevelopment Plan**
 - a. Delray Beach, Florida
 - b. Fort Pierce, Florida
 - c. American Beach, Florida
 - d. Stuart, Florida
 - e. Martin County, Florida
 - f. Pompano Beach, Florida (2 CRA Districts)
 - g. Fort Lauderdale, Florida
 - h. Hollywood, Florida
 - i. Bartow, Florida
 - j. Cedar Key, Florida
 - k. Lake Park, Florida
 - l. Palm Beach County (Westgate/Belvedere), Florida
 - m. West Palm Beach, Florida (2 CRA Districts)
 - n. Dania Beach, Florida
 - o. Coral Springs, Florida
 - p. Margate, Florida (Currently completing)
 - q. North Miami, Florida (Currently completing)

- C. Business Improvement Districts**
 - a. Delray Beach, Florida
 - b. Naples, Florida
 - c. Winter Park, Florida
 - d. Miami Design District





CLIENT CONTACT INFO:

City of Pompano Beach
100 West Atlantic Blvd, 4th Floor
Pompano Beach, FL 33060

SIZE OF CRA: 3,242-acres

YEAR CREATED: 1989 (NW District); 2001 (East District)

POPULATION OF CITY: 100,000

2009 TIF: NW District (\$7,964,025); East District (\$2,440,976)

TAXABLE VALUE: NW District (\$1,053,473,220); East District (\$377,302,140)

DATES: 2009-PRESENT

DESCRIPTION OF WORK: CRA MANAGEMENT, SITE PLAN REVIEW, COMPREHENSIVE PLAN AND ZONING, BUSINESS ATTRACTION/ MARKETING/SPECIAL EVENTS, INCENTIVES, PUBLIC-PRIVATE PARTNERSHIPS, PROJECT MANAGEMENT

Pompano Beach CRA Plan Update

Pompano Beach CRA

Location

The CRA consists of two separate redevelopment districts:

- Northwest Pompano Beach Community Redevelopment Area (hereafter referred to as the "Northwest District"; approximately 3,084-acres);
- and the East Pompano Beach Community Redevelopment Area (hereafter referred to as the "East District"; approximately 158-acres)

CRA Redevelopment Plans

RMA wrote the updates for each redevelopment area in 2011. The NW District extended its life for an additional 30 years. The East district was an update but did not extend the life of the District. The new CRA Plans were particularly important because, under new management, the CRAs required additional programs in order to create new initiatives, including land acquisition, building development, major road improvements, institution of a comprehensive marketing program, bond financing, and many other programs.

CRA Management & Administration

RMA, through its role administering the Pompano Beach CRA, is paving the way for a "new" Pompano Beach. Celebrating the rich history and underlying feeling of the city, RMA set the course for redevelopment focused specifically on business attraction and economic growth through land development regulations and zoning code revisions, major streetscape improvements, cultural facility development, city-wide and district branding and marketing. Additionally, RMA recently completed negotiations for a \$20 million public private partnership on 8 acres of land at the Pompano Beach Pier. RMA will continue to implement retail recruitment strategies with the Pier Site developers and for existing vacancies throughout the targeted areas.

CRA East District Financing and Implementation Plan

The Redevelopment Area Initiatives included in the CRA East District Financing and Implementation Plan are funded through tax increment generated from the current tax base and forecasted new construction as well as from other revenue sources. Tax increment from development not contemplated herein will be available to supplement any deficiencies in the forecasted and/or provide additional funding for redevelopment initiatives.

Redevelopment Area Initiatives funded through Tax Increment Revenue Allocations are subject to variances in the actual tax increment values (i.e. vis-a-vis the forecasted tax increment values set forth herein) as well as budgetary constraints (i.e. essential items such as debt service have legal priority in tax increment funding). In addition, Redevelopment Area Initiative funding sources may change based on market conditions and CRA priorities.





Redevelopment Area Initiatives included in the East Financing and Implementation Plan:

- **Additional Street Improvements** - Additional amenities and fixtures to be installed in target areas of Atlantic Blvd. and Pompano Beach Blvd.
- **Business Attraction and Development** - Tools to attract new businesses and retain existing businesses in the East CRA District.
- **Consultants and Professional Fees** - Professional services needed for exploration of various components of the East CRA redevelopment Initiatives mostly for target areas of Atlantic Blvd, US1, A1A, Pompano Beach Blvd, Parking areas, and Pier Lot.
- **Incentive Programs** - Six (6) Incentive programs to address property renovations mostly in the target areas of Atlantic Blvd, US1, and A1A.
- **Marketing and Special Events** - Marketing efforts to promote the revitalized target areas (Beach, East Village, Pier Development, etc.).
- **Public Art Foundations** - Initiatives to assist in branding the East CRA District through foundation work for sculpture and other visual arts.
- **Streetscape Improvements** - Streetscape improvement project to be implemented in target area near Harbor Village or near the pier Streetscape Improvements lot.
- **Street and Pedestrian Lighting Improvements** - Additional street and pedestrian light fixtures to be installed in target areas of Atlantic Blvd. or Pompano Beach Blvd.
- **Target Block Redevelopment** - Infrastructure improvements for redevelopment of properties around McNab Park and the Chamber of Commerce.
- **Wayfinding Signage** - Signage to identify major destination points in the East CRA District (i.e. Great Lawn, Pier, Parking Garage, Pompano Fishing Village, etc.).

CRA West District Financing and Implementation Plan

The Redevelopment Area Initiatives for the CRA West District included in the Financing and Implementation Plan are funded through tax increment generated from the current tax base and forecasted new construction as well as from other revenue sources. Tax increment from development not contemplated herein will be available to supplement any deficiencies in the forecast and/or provide additional funding for redevelopment initiatives.

Redevelopment Area Initiatives funded through Tax Increment Revenue Allocations are subject to variances in the actual tax increment values (i.e. vis-a-vis the forecasted tax increment values set forth herein) as well as budgetary constraints (i.e. essential items such as debt service have legal priority in tax increment funding).

Redevelopment Area Initiative funding sources may change based on market conditions and CRA priorities.

Redevelopment Area Initiatives included in the West Financing and Implementation Plan:

- **Ali Building** - Renovation of existing building at 353 MLK Blvd. and new construction of courtyard, outdoor stage and supplemental amenities.
- **Business Attraction and Development** - Tools to attract new businesses and retain existing businesses in the NW CRA District.
- **Business Loan Fund** - Loan program funding to foster new businesses in the NW CRA District.
- **Business Incubator** - Funding for operating expenses associated with the facility to promote job growth and business development in Downtown Pompano.
- **Collier City** - Streetscape projects and other improvements in the target area of Collier City.
- **Commercial Kitchen** - Renovation work associated with improvement of building located at 165 NE 1st Ave.
- **Community Garden** - Work associated with cultivation of vacant CRA parcel and operation for community garden.
- **Consultants and Professional Fees** - Professional services needed for exploration of various components of the NW CRA redevelopment initiatives mostly for target areas of Downtown Pompano and Collier City.
- **Demolition Services** - Demolition services needed for CRA leased or owned properties in the NW CRA District.
- **Downtown Pompano CRA Properties Management and Maintenance** - Costs associated with the Cultural Arts Facilities Management of BaCA and Ali and the maintenance of CRA leased or owned buildings in Downtown Pompano.
- **Downtown Pompano Streetscape** - Streetscape improvements for areas along MLK Blvd and in Old Pompano.
- **Emergency Rehabilitation of Housing Stock** - Funding for efforts of housing rehabilitation in the NW CRA District that cannot be addressed by the Office of Housing and Urban Improvement.
- **Environmental Remediation** - Remediation measures that arise for CRA properties.
- **Eta Nu** - Funding for construction of new facility on CRA property in Downtown Pompano per Development Agreement.
- **Incentive Programs** - Six (6) incentive programs to address property renovations mostly in the target area of MLK Blvd and Old Town.
- **Marketing and Special Events** - Marketing efforts to promote the revitalized target area of Downtown Pompano and other business or community sectors of the NW CRA District.
- **Micro-enterprise Loan Program Administration** - Management services for loan program administration to foster new businesses in the NW CRA District.
- **Miscellaneous Property Acquisition** - Acquisition of retail, commercial, residential and vacant properties within Downtown Pompano.
- **Other Capital Improvements** - Additional streetscape or infrastructure improvements for areas around target areas of MLK Blvd and Old Pompano.
- **Property Maintenance/Special Services** - Maintenance services for CRA owned properties in the NW CRA District.
- **Security** - Services to address patrol and safety measures for the Downtown Pompano target area.
- **Single Family** - Development of CRA properties for single family residences in the target area of the Ortinique subdivision.
- **Streetscape Improvements** - Streetscape improvement project for area around the Ali building.
- **370 N Flagler** - Site improvements for temporary parking area.
- **737 Hammondville Rd.** - Renovation work associated with the improvement of the building.





Pompano Beach Old Town

Pompano Beach Community Redevelopment Agency

Overview

Old Pompano's metamorphosis from a vacant and blighted historic downtown center into an arts and cultural district began with a discovery that Broward County was deficient in spaces to create and study art. The subsequent plan provided a blue print to attract the creative arts and like-minded people by redeveloping key CRA owned properties to redirect the market.

Strategy

As the Directors of the Pompano Beach CRA, it became clear that Pompano Beach's future growth depended on redeveloping the historic center which was blighted and derelict. We considered the public real estate assets within the district and identified two historic structures for renovation. Once we discovered the gap in the market for creative art spaces, we knew we wanted to convert the buildings to the creative arts. This also tied into the City's plans to create a cultural campus adjacent to the municipal complex and across the street from the historic district.

Because the intent was to attract new development which was consistent with the historic district's urban character, our team also amended the zoning code and assisted the planning staff through its adoption. The code update and land use amendment encompassed a 269 acre area generally known as the Downtown of Pompano Beach. The new code provides additional language to support development around a transit center which runs along the western edge of the historic district.

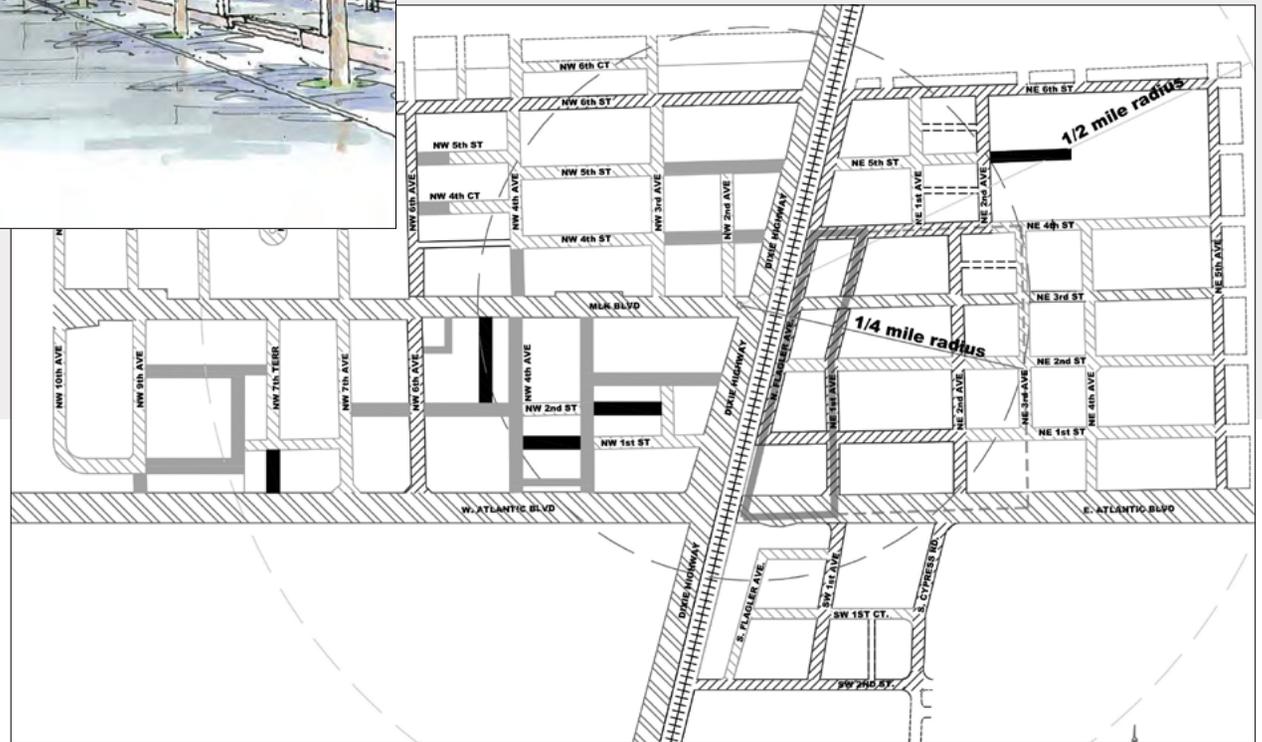
The general concept of the TOC calls for higher density mixed use located in and around the two transit stations; one is the new bus terminal and the other is the future rail stop on Dixie Highway. The historic single family neighborhoods on the edges are preserved by maintaining their current designation. Specific zoning regulations were drafted to ensure the appropriate transition of height, setbacks and uses were maintained adjacent to the single family neighborhoods.

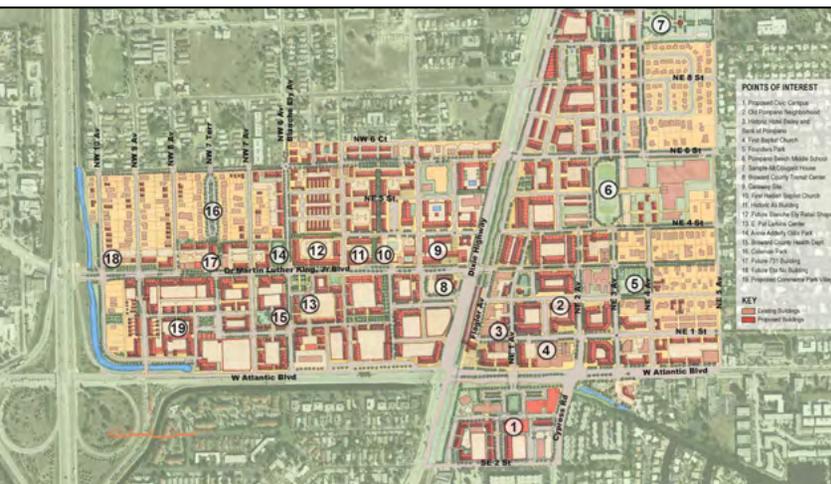
The project entailed over 20 public meetings, including a design charrette with residents, in order to engage community input and support. In 2012, the Downtown Pompano Transit Oriented District was awarded the Florida Redevelopment Association Planning Study award.

Outcome

The strategy is working. Old Pompano is now experiencing a surge of interest from developers, investors and entrepreneurs who are in various stages of the approval process to develop mixed use projects and open new businesses.

Recreating Old Pompano





Downtown Pompano Beach Master Plan, Land Use Amendment & Zoning Regulations

Overview

RMA initiated, on behalf of the City of Pompano Beach, a land use and zoning amendment for a 269 acre area generally known as the Downtown of Pompano Beach. The Downtown area encompasses the historical African American neighborhood west of the FEC Railway, the “Old Pompano” commerce area to the east and the Civic Center to the south.

Strategy

The project entailed over 20 public meetings, including a design charrette with residents, in order to engage community input and support. RMA wrote the zoning regulations for the transit oriented corridor (TOC) and assisted the planning staff through its adoption. The general concept of the TOC calls for higher density mixed use located in and around the two transit stations; one is the new bus terminal and the other is the future rail stop on Dixie Highway. The historic single family neighborhoods on the edges are preserved by maintaining their current designation. Specific zoning regulations were drafted to ensure the appropriate transition of height, setbacks and uses were maintained adjacent to the single family neighborhoods.

Outcome

In 2012, RMA's Urban Design Director, Natasha Alfonso, received the FRA's Roy F. Kenzie award for the planning and design of the Transit Oriented Corridor. In 2014, a second FRA Roy F. Kenzie award was received for the zoning regulations of the Transit Oriented Corridor. In addition, Ms. Alfonso spoke on this subject at the national APA conference in 2015.

Pompano Beach Pier Project

Issue

The Pompano Beach CRA determined that attracting private sector investment to a redevelopment area known as the “Pier Site” was a top priority. The 6 acre parcel referred to as the Pier Site, located on Pompano Beach Boulevard consisted of a surface parking lot and other civic buildings. The site was situated in a prime location next to the beachfront area that was about to undergo a \$10 million major streetscape, beach beautification and dune restoration project. The CRA/City recognized the value in advertising the site to attract a reputable developer that could bring new commercial development to the blighted beach area, now slated for revitalization.

Strategy

The process chosen to secure a private sector development partner was an RFQ, a Request for Qualifications. This process, unlike an RFP (Request for Proposals), is designed to first identify a qualified development team and secondly, allow time to further develop a proposed concept. The qualification of the development team was of utmost importance, therefore the selection committee was seeking to identify a development partner that has owned and operated similar type projects, has designed and developed similar type developments, acted as a developer/owner who has been responsible for sales, leasing and marketing of the development, and demonstrated their ability to finance developments they own and operate.

In 2010, the CRA issued a request for qualifications (RFQ) for the development of the 6 acre parcel referred to as the Pier Site located on Pompano Beach Blvd. One response was received and the selection committee deemed that proposal incompatible with the pier development objectives. At the time the first RFQ was issued, the real estate market was also in a depressed state and financing for redevelopment projects was practically impossible to obtain. Staff reissued the RFQ in September of 2011 and received two proposals for the site. RMA principles then began negotiations on the business terms for the proposed development of the site with the most qualified firm.

Outcome

The selection committee ranked Pompano Pier Associates, L.L.C., (PPA) as top candidate. PPA is a firm whose members have been responsible for numerous noteworthy redevelopment projects including commercial, residential and mixed use projects. PPA estimates the new development will bring a potential \$21 million private investment to the City and key tenants have already been secured.





Dania Beach CRA Plan Update

Dania Beach CRA

In 2014/2015, the City of Dania Beach engaged RMA to prepare an update to their CRA Plan. This required extensive research and analysis including: Market Demand Analysis; Neighborhood & Housing Analysis; Beautification & Infrastructure Analysis; Plan Concepts (Land Use & Redevelopment, Economic Development, Sustainable Development, etc.); Implementation Strategies; and a Financial Analysis.

Background

In 2002 Dania Beach began to take definitive steps toward redevelopment and created a Community Redevelopment Agency (CRA) in order to establish a Community Redevelopment Area upon 525 acres within the City and its downtown. The Downtown Community Redevelopment Plan, which contained general recommendations, was adopted in 2004, confirming the creation of the Redevelopment Area and establishing specific parameters for partnership between Broward County, the City and the CRA. An important aspect to the creation of the CRA and subsequent Interlocal Agreement between the County and CRA is that the funding mechanism for redevelopment projects would not include any County or other taxing authority contribution to tax increment but rather be funded through the County's Redevelopment Capital Program and would provide the Dania Beach CRA an allocation of \$6.3 million.

In 2009, CRA modified its original plan to include neighborhoods in need of significant redevelopment. The CRA Boundaries were expanded by increasing the CRA size to 1,349 acres; and specific projects were identified which were strategic and implementable.

The CRA has made significant progress in implementing strategies contained in the 2009 CRA Plan Update and creating an environment that is ripe for redevelopment. However, redevelopment is an incremental process and arresting slum and blight conditions will continue to require substantial investment. Specifically there is still a need for physical upgrades and improvements to the quality of life for CRA residents and businesses. Quality housing that is affordable and provides housing choice to residents, including the elderly, is needed and continuous improvements to update and provide for more resilient Infrastructure are also a priority. A vibrant local economy and a wide range of recreational opportunities must be provided in order to stabilize residential neighborhoods and attract new business and retain existing business.

Location

Dania Beach and its Community Redevelopment Area are ideally situated near major roadways, rail lines and the Intracoastal Waterway (ICW). Port Everglades lays partially in the City limits to the northeast and Fort Lauderdale/ Hollywood International Airport abuts the City's northern boundary. The vibrant downtowns of Fort Lauderdale and Hollywood are

CLIENT CONTACT INFO:

Dania Beach Community Redevelopment Agency
100 W Dania Beach Blvd
Dania Beach, FL 33004

SIZE OF CRA: 1,349-acres

YEAR CREATED: 2002

FUNDING: Broward County RCP - \$6.3M

DATES: 2009-Present

DESCRIPTION OF WORK: CRA Management, Marketing Services, Economic Development Update, CRA Plan Update, Public-Private Partnerships

only minutes away. The potential for the City and the CRA to capitalize on its locational advantage and emerging trends in international trade and tourism provide the context for this CRA Redevelopment Plan.

Methodology

The 2009 Plan Update included an exhaustive technical analysis that included transportation, infrastructure, and landscape and architectural conceptual plans. As part of this update, the CRA/RMA conducted a series of neighborhood meetings, merchant meetings and communitywide meetings and initiated an online survey to gauge public opinion. An updated analysis was also conducted in terms of current market conditions, demographics, and beautification and infrastructure. Based on this analysis, a review of completed projects and the issues and opportunities identified through the public outreach program, additional implementation strategies were identified for the short and long term.

Guiding Principles

The guiding principles of this CRA Redevelopment Plan include:

- Elimination of slum and blight
- Improvement of the quality of life for current and future residents
- Protection of the environment
- Improvement of the economy through retention of current business and attraction of new business with a focus on expansion of the marine industry
- Making progress through public involvement and good governance

Implementation Goals and Strategies

The goals in this CRA Redevelopment Plan include Implementation Strategies that are both “immediate” (one to five years) and “long term” (within the remaining 14 years of the Plan). Many of the goals and strategies are large in scale and it is expected that they will take place within the long term planning horizon. It is unrealistic to think that the conditions that exist in the City, which have been over a century in the making can be overcome in the short term. Likewise, conditions of blight, deterioration and economic stagnation cannot be reversed in a diminutive way. This plan recognizes the need for a bold and committed approach to the future, and as such it calls for actions that, when implemented, will significantly change the face of the Community Redevelopment Area and will move the City in the direction of greater economic independence. While many of the recommended projects are large in scope a great deal of thought has been put into their feasibility or “implementability”. No projects have been recommended that are not implementable and all projects called for are considered to be essential to the implementation of the CRA Redevelopment Plan.

The CRA Redevelopment Plan has been developed using a combination of good planning practice and public involvement and with a strong emphasis on balancing the economic, environmental and quality of life needs of the CRA’s current and future residents. Redevelopment will be guided by five Redevelopment Goals, each with a set of implementing strategies. The five goals are:

- Redevelopment Goal 1: To Enhance and Reinforce the CRA Sub Areas
- Redevelopment Goal 2: To Eliminate Substandard Housing and Provide Affordable Housing Alternatives.
- Redevelopment Goal 3: To Redevelop the CRA in a manner that is Energy Efficient and Sustainable.
- Redevelopment Goal 4: To Attract Targeted New Industries and Retain and Expand Core Industries.
- Redevelopment Goal 5: To Enhance Redevelopment Activities through an Active Marketing Strategy that Supports Redevelopment Initiatives.

Financing and Implementation Plan

The 2009 CRA Plan identified more than \$250 million in capital improvements which included substantial reconstruction of roadways, utilities and other infrastructure throughout the entirety of the CRA. While those projects are included in this Plan update, the financial analysis only focused on priority projects which still account for approximately \$47 million in capital investment through 2034.

A focus of the financial analysis was to evaluate the CRA’s ability to self finance future capital projects. The analysis looked at two scenarios, first the current financing structure which includes a contribution “in lieu” of tax increment, and the second to reinvest future City tax increment into the CRA. The analysis was based on assumptions regarding planned private development projects over the next 5 to 6 years. Based on the evaluation, the CRA could theoretically move to full funding of the Redevelopment Trust Fund by City tax increment alone in 2019. After 2019, and as more projects are completed, the CRA will be able to establish a dedicated revenue source that it could borrow against to complete priority Redevelopment Projects. Furthermore, the reinvestment of tax increment within the CRA would create a higher rate of return to both the CRA and the City, particularly after the CRA sunsets.



CLIENT CONTACT INFO:

City of Fort Lauderdale
Fort Lauderdale Community Redevelopment Agency
914 NW 6th Street, Suite 200
Ft. Lauderdale, Florida 33311

YEAR CREATED: 1995

SIZE: 1,298 acres

TIF: 1995 TIF \$1.8 M, 2009 TIF \$6.4 M

OTHER FUNDS: 2004A-2004B SERIES REVENUE BOND
\$20 M

DATES: 2015 – Present

DESCRIPTION OF WORK: CRA Plan Update

Fort Lauderdale CRA Plan Update

Fort Lauderdale CRA | Northwest-Progresso-Flagler Heights Area

RMA was engaged by the Fort Lauderdale CRA in 2015 to prepare a CRA Redevelopment Plan Update for the Northwest-Progresso-Flagler Heights area.

Background

The City of Fort Lauderdale adopted the original CRA Plan in 1995 and subsequently amended the document in 2001. There was a minor revision to the plan in 2013 to add three new initiatives; the plan has not been updated in quite some time. Although a major and thorough amendment is needed at some point in the future, the goal was to quickly and efficiently amend the plan to reflect current activity and ensure compliance with the CRA statute.

Scope of Services

Data Collection and Overview

- Kick-Off Meeting/Scope Overview: RMA met with City/CRA staff to outline assignment goals, receive project orientation, identify key City contacts and obtain any prepared data or existing studies.
- Visual Survey: RMA toured and inspected the area to identify any major physical changes to the area since the 1995/2001 plan documentation.
- Demographic Analysis: RMA obtained local demographic data as necessary regarding population, household income, employment centers and consumer expenditures.
- Economic and Market Impacts: RMA worked with CRA/City Planning staff to identify proposed development and vacant land where development might occur in the study area that may have a substantial impact on the financial condition of the Agency.
- Development Regulations and Controls: RMA collected regulatory information to identify Development Regulations that are obsolete and no longer relevant to the Plan.
- Compliance Review: RMA reviewed projects, operations and documents for general compliance with Florida State Statute Chapter 163, Part III.

Community Outreach and Visioning

Public Visioning Meeting: RMA attended a public workshop/advisory meeting after the initial data collection process was complete to introduce and inform the public that a new plan will be forthcoming and identify the findings of the data collection. The meeting collected input from the community on potential opportunities and desired goals.

Update the CRA Plan

RMA will provide the Client with a proposed update to the existing plan including strike thru and deletions for review. Because a complete rewrite of the plan is not part of this scope the existing format will not be modified. (It is recommended to reformat the document for future plan updates). The proposed plan update will include the following:

- Section 1. Introduction and Background – RMA will confirm that there are no inconsistencies with current operations of the Agency, or make amendments if necessary.
- Section 2. Socio-Economic and Physical Conditions – RMA will recognize progress and changes from the old plan to current conditions. A limited demographic analysis will be included for reference.
- Section 3. Development Regulations and Controls- RMA will identify which development regulations still apply to current operations and recognize any possible adjustments that may be necessary to accomplish redevelopment plan goals.
- Section 4. Implementation Plan and Funding Program – RMA will update the intergovernmental provisions within the Agency and City Hall to reflect current operations.

NOTE: RMA will provide a Five-Year Finance Plan template to be used for the upcoming fiscal year. This value added product is being provided to assist the Client in financial reporting and documentation.

- Section 5. Community Redevelopment Program and Strategies – RMA will utilize the information gained from current operations, Advisory and staff meetings, community outreach meeting and input from any other documents to reflect current projects and initiatives including strategies such as streetscape improvements, infrastructure improvements, marketing programs, incentives programs, public-private partnerships, land acquisition, business development programs, transportation initiatives, crime prevention strategies, community events and public art implementation, etc. (Note: This section needs extensive revisions when the full plan amendment is conducted)
- Section 6. Section 6 is missing from the last plan amendment. This section will be renumbered.
- Section 7. Duration, Conformities, Modifications and Findings – RMA will update any inconsistencies in this section.
- Section 8. Other City Government Functions – RMA will verify any amendments needed to this section to reach compliance.
- Maps – No updates will be drafted to the existing maps

Plan Approval Process

- Staff Meetings/Department Review Meetings: RMA will attend one meeting with City and CRA staff to review the amendments and prepare the team for submittal to the regulatory entities.
- Planning and Zoning Board (LPA), if required: RMA believes that while presenting to the Local Planning Agency is not a requirement in the FS 163 Part III, it is important to go through the voluntary process.
- Plan Approval Process: The CRA Board will approve the Plan on two separate occasions. First, the Board will approve and vote to send the Plan to the Planning and Zoning Board (LPA) to determine its consistency with the City's Comprehensive Plan. Once the Plan returns to the CRA Board, then the Board will reaffirm approval and then direct the Plan to the City Commission with the request that it be adopted. RMA will prepare and present the plan at two of the four meetings during this process.



CLIENT CONTACT INFO:

City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

SIZE OF CRA: 136-acres

DATES: 2013-2014

DESCRIPTION OF WORK: CRA Plan Update, Master Planning, Urban Design and Massing Analysis, Design Charrette

CRA Plan Modification & Master Plan
Coral Springs | Downtown

Issue

RMA was retained by the CRA to revise their CRA Plan, which had not been updated in twelve years, with a goal of attracting new development. The CRA is approximately 136 acres which comprises of the entire downtown area called the Downtown Core. The Downtown Core encompasses the old City Hall site, the future municipal complex, the business and office districts, part of the hospital district, the County Library and City Charter site.

Strategy

As part of the CRA Plan revision, RMA developed a vision plan for the downtown in order to create a guideline for the redevelopment as well as establish consistency with the Local Activity Center designation. RMA organized and conducted a design workshop within the community that engaged a great number of residents, business owners and stakeholders within the downtown. Building from the input, the overall plan concept suggests a more integrated street network with new streets, new pedestrian paths and passageways, aesthetic upgrades to drainage canals, 12.65 acres of new public open space and great plazas, a dynamic mix of uses including 1900 multi-level residential units, 200 townhomes, and 215,000 square feet of retail, as well as cultural and educational opportunities. These elements are incorporated into distinct sub areas each with their own identity and character, providing a desired neighborhood feel.

Outcome

The objective for the next five years is to focus on the Downtown Core to capitalize on the redevelopment activities from the Municipal Complex and to build new infrastructure to support additional development. The key priorities include completing an art walk, streetscape improvements, and new streets to complete the street grid. Another key priority is property acquisition and public private partnerships for the purposes of redeveloping the Downtown Core and the NE neighborhood, and redeveloping public property within the Educational Core.



A light blue silhouette of a palm tree is positioned on the left side of the page, extending from the bottom left towards the center. The tree has a long, slender trunk and a large, fan-shaped canopy of fronds.

TAB 7

**FIRM EXPERIENCE IN PALM BEACH
COUNTY IN CREATING OR EXPANDING
CRAS (PAST 10 YEARS)**



CRA Management & CRA Plan Updates

West Palm Beach CRA

Created in 1985 and authorized by Florida's Community Redevelopment Act of 1969 (F.S. 163, Part III), the initial Downtown CRA was joined by the Northwood/Pleasant City CRA in 1993.

CRA Statistics:

September 1993 – The City of West Palm Beach adopted Resolution Number 282-94, creating the Northwood/Pleasant City CRA.

October 1999 – Adopted an amended and restated Northwood/Pleasant City CRA Plan by Resolution Number 361-99, expanding the district to include the Pleasant City neighborhood.

CRA Strategic Plan:

The CRA approved a Strategic Finance Plan in April of 2005 to establish a focus on key geographic areas with a feasible financial strategy to implement redevelopment initiatives in the district for the next five years. The plan identifies several funding sources including bond proceeds, tax increment, a Federal Department of Transportation Grant and the Palm Beach County Development Regions Grant Program.

CRA Advisory Board Members

In 1993, the Northwood/Pleasant City CRA was formed. As a part of that creation, an advisory board was developed to advise on issues specific to the Northwood/Pleasant City/ Industrial/ Broadway districts of this CRA. Final policy decisions and fiscal approval is conducted by the City Commissioners, sitting as the CRA Board but strong consideration is given to the comments and recommendations of the CRA Advisory Board, also known as the CRAAB.

RMA Principal Kim Briesemeister served as the Executive Director of the West Palm Beach CRA for eight years from 2005-2013. As CRA Executive Director, she was responsible for expanding and improving the CRA through management, implementation and updates to the CRA Plans for two main districts: Northwood/Pleasant City and Downtown West Palm Beach.

CLIENT INFO:

City of West Palm Beach
401 Clematis Street
West Palm Beach FL 33401

SIZE OF CRA: 459 acres

YEAR CREATED: 1985

DATES: 2005-2013 and 2014-Present

Ms. Briesemeister as WPB CRA Director and Shawn Mitchell, as the Budget Director created financial forecasts and two redevelopment finance plans to conservatively structure over \$120 million in debt financing described below:

West Palm Beach CRA

- City Center District

- Tax Increment Revenue ("TIR") Bonds, Series 2006A (\$77M)
- TIR Bonds, Series 2006B (\$10M)
Series 2006 bonds funded the City Center Development (i.e. Library, on-site parking garage, retail space, etc.), Clematis Street parking garage, Waterfront Park, and City Commons. These bonds were structured as a stand-alone pledge with an "A+" rating by Fitch. A major accomplishment as most bond issues by other CRAs within Florida require a backup pledge of the governing body.
- TIR Refunding Bonds, Series 2010A (\$10M)
- TIR Refunding Bonds, Series 2010B (\$6M)
Series 2010 bonds consolidated and refunded various obligations of the City Center CRA, which improved the City's financial statements by reducing its direct debt burden while saving the CRA through reduced interest expenses.

- Northwood/Pleasant City District

- Series 2005A (\$18M)
- Series 2005B (\$7M)
Series 2005 bonds funded multiple redevelopment initiatives including various infrastructure and streetscape improvements, railroad buffer improvements, land acquisition, etc.

City of West Palm Beach

- General Obligation Bonds, Series 2006 (\$43M)
Series 2006 bonds funded the City Center Development (i.e. City Hall).



CRA Management & CRA Plan Updates

Delray Beach CRA

Location

Delray Beach, Florida, stretching from Atlantic Ocean beach to Interstate -95 including: Downtown (Atlantic Avenue), US-1 commercial, surrounding neighborhoods, African-American and Haitian communities.

Management

Mr. Chris Brown managed the highly successful Delray Beach CRA from 1991-2000 and set the basis for enormous success in both retail redevelopment and urban housing. Upon his arrival, Mr. Brown identified specific redevelopment strategies for the CRA district and then drew upon the skill sets of a financial analyst, comptroller, housing and land acquisition coordinator, economic development coordinator and a West Atlantic community coordinator to implement the programming for the Agency. Largely due to the focus Mr. Brown applied to Atlantic Avenue, Delray Beach has become a successful model for redevelopment in the State of Florida and beyond.

Programs

As Executive Director Mr. Brown managed many critical aspects of the Agency that led to the revitalization of the district. The programs focused on workforce and urban infill housing, parking, downtown marketing, land acquisition, mixed-use development, business loan program, façade grants, street beautification, community policing, cultural facilities, and other. Largely due to his efforts, the TIF grew from \$300,000 in 1991 to over \$3 million in 2000.

CRA Redevelopment Plans

Mr. Brown, as Executive Director of the CRA, wrote four updates to the CRA Redevelopment Plan. The first plan amendment, adopted in 1993, was critical because the initial Plan of 1985 was wholly inadequate. Subsequent plans included new programs created as a result the highly active and aggressive CRA redevelopment activities.

CLIENT INFO:

City of Delray Beach
20 North Swinton Avenue
Delray Beach, FL 33444

SIZE OF CRA: 1,960 acres

YEAR CREATED: 1985 and amended in 1987

POPULATION OF CITY: 60,000

2009 TIF: \$13,000,000/Taxable Value: \$1.6 billion (in 1985: \$245 million)

OTHER FUNDS: \$12.0 million in "bank qualified" CRA revenue bonds



TAB 8

QUALIFICATIONS AND ROLE OF KEY PERSONNEL ASSIGNED TO PROJECT

RMA's unique approach to evaluating a target area or an entire city is effective because of our ability to understand the needs of each client and provide the appropriate mix of redevelopment, economic development, real estate, urban design and marketing expertise. A plan needs to be realistic, actionable and provide targeted strategies with measurable goals to attract the right kind of development in coordination with the identified vision and mission.

RMA's founding principals, **Kim Briesemeister** and **Chris Brown**, have been effectively utilizing this approach for over 30 years for municipalities. Our team has a reputation for attracting investment to our client communities with success stories that can be seen and experienced locally, nationally, and internationally. Our success stories always start with a targeted plan. The plan becomes the road map for all initiatives and expenditures and is evaluated regularly for effectiveness. The entire RMA team for this submittal has extensive experience and success providing consulting services for the creation, evaluation, update and management pertaining to Community Redevelopment Agencies for municipalities.

Project Director: RMA Senior Project Manager, **Allison Justice, C.R.P.**, is a Certified Redevelopment Professional with over 18 years of professional experience in marketing, operations and project management. Ms. Justice is a client driven leader with a proven record of delivering results on time and on budget in both public and private sectors. Her project management experience within CRA's for the last several years encompasses the entire strategic action plan implementation, from joint ventures and public-private partnerships, budgeting and finance, grant writing, marketing, incentives, public involvement and business attraction.

Kevin S. Crowder, CEcD, RMA Director of Economic Development, is an IEDC Certified Economic Developer and an expert in economic analysis, public private partnerships, private capital investment and strategic economic planning. Mr. Crowder's market driven approach helps communities maximize their economic development potential and compete for investment while also preparing entrepreneurs and investors for success in Florida markets. Mr. Crowder has practiced economic development in Florida for over twenty years, of which 15 years (1998-2012) were spent as the Director of Economic Development and Government Affairs for the City of Miami Beach, where he worked with the private sector to transform Lincoln Road into one of the premier retail destinations in the world. Mr. Crowder also worked for four years (1994-1998) for the South Beach Business Improvement Districts on Ocean Drive, Washington Avenue, and Collins Avenue, as well as for the South Beach Marketing Council during the same period. Mr. Crowder frequently

testifies before the Florida Legislature and is a frequent lecturer on economic development including before the Florida League of Cities, Florida City/County Manager Association, Urban Land Institute, Florida Atlantic University, Florida International University, Florida Redevelopment Association, and Florida Main Street.

Mr. Kent Bonde, Senior Redevelopment Specialist/Project Manager, has an extensive and diversified background in project administration, asset management and redevelopment experience. During Mr. Bonde's 26-year career with the City of Miami Beach, he was responsible for managing a wide variety of development and redevelopment initiatives within the City of Miami Beach's City Center Historic Convention Village (City Center), and South Pointe Community Redevelopment Areas (CRAs). Mr. Bonde led the creation, update and ultimate approval of the City Center Historic Convention Village CRA Plan in 1992 and the CRA Plan Amendment in 2001.

Senior Financial Analyst, **Shawn Mitchell**, is the expert who leads the process for the CRA District Assessment, forecasting TIF revenues and developing a funding plan. He has extensive knowledge of CRA financing and, as a certified management accountant, has prepared finance plans for the Coral Springs, Margate, Dania Beach, West Palm Beach, and Pompano Beach CRA's.

RMA Senior Economic Development Manager, **Lynn Dehlinger's** accomplishments include award winning commercial development projects throughout Florida and Georgia. She has experience in negotiating complex agreements in all aspects of business development including planning, branding and recruitment; clients in the Southeast include major retailers Publix, The Home Depot, Epic Theaters, and WalMart. Negotiating major land development projects with municipalities, including public-private partnerships, regional and local development agreements and market analysis for national and international companies to expand their operations and employment base are areas of expertise. She currently serves on the board of the Florida Redevelopment Association and ICSC's P3 National Alliance committee and has been a featured panelist and speaker for International Council of Shopping Centers, Florida League of Cities, Florida Planning and Zoning Association, Florida Redevelopment Association, Commercial and Industrial Real Estate Brokers, and Central Florida Commercial Board of Realtors - recently named one of the regions' Most Influential Women in Business.

Key member of RMA's Support Team are:

Director of Business Attraction & Marketing, **Sharon McCormick**, is an expert at writing and implementing marketing plans with over 25 years of branding,

marketing and public relation experience including business recruitment, events and targeted marketing campaigns. Ms. McCormick has drafted multiple marketing strategies for clients which are based on primary market data and are measurable in terms of results. Her strategies are comprehensive as they lay out a step by step action plan geared specifically to business attraction through branding, public relations, advertising and events. Ms. McCormick counts among her successes the identification of the unique niche that led to establishment of Oakland Park's Culinary Arts District with the Funky Buddha Brewery as the first key tenant, and the attraction of 100+ businesses to Northwood Village in West Palm Beach. The marketing team will participate in the analysis of market information, and will provide real-world guidance on implementation strategies based on the market conditions and public input.

RMA's Director of Urban Design & Planning, **Natasha Alfonso-Ahmed**, will work with the team to connect market demand, real estate reality, implementation and branding to the regulatory structure to ensure that implementation strategies are consistent with local land development regulations, and identify opportunities for adjustments to regulations to accomplish goals while respecting community character.

SUB CONSULTANTS

Kimley-Horn

Kimley-Horn provides engineering, planning, urban design/landscape architecture and environmental consulting services to clients in both the public and private sectors with a long history of achieving successful project completion through a combination of effective project management and technical expertise.

Marwan Mufleh, P.E., Project Engineer, principal areas of practice include project management, roadway design, drainage design, pavement marking, maintenance of traffic, and construction administration. He has worked extensively on CRA projects throughout South Florida including improvements to 24th and 25th Streets in West Palm Beach with the City and the CRA; streetscapes for 6th Avenue North and 10th Avenue South with the Lake Worth CRA; US1 in Delray Beach with the City and CRA; and Seacrest Boulevard improvements with the Boynton Beach CRA. Additionally, he has directed numerous projects for Broward County, Palm Beach County, the Florida Department of Transportation (FDOT) District Four, and numerous South Florida municipalities. Currently Marwan serves as the Florida Redevelopment Association's regional representative for South Florida. He is a liaison between the association and CRAs in Broward, Miami-Dade, and Monroe counties and is

at the forefront of changes and issues affecting Florida CRAs.

Brian Good, P.E., Project Engineer, specialized effort includes municipalities and community redevelopment agencies. He is well known for current work with Community Development Agencies in Boynton Beach, several roadway projects for Fort Pierce and working with the City of Kissimmee on redevelopment work associated with Lakefront Park and roadway improvements within the downtown business district.

GrayRobinson

GrayRobinson provides a number of services to its public sector clients including: local government law, litigation, legislative and agency lobbying, code enforcement, real estate law, commercial transaction law, taxation and public finance, utilities, eminent domain, land use, employment and labor, and construction law - including representing the Village of Palm Springs.

Thomas A. Cloud, B.C.S., Shareholder, P.A, has been a local and state government, utility, land use, and environmental law attorney for over three decades. Board certified in City, County and Local Government Law, Tom has represented over 60 Florida cities, including five as city attorney. His practice includes negotiating complex contracts, drafting dozens of city and county legislative initiatives and ordinances, creation and defense of municipal rates, fees, assessments, and charges, obtaining state and local government regulatory approvals and all matters attendant to the acquisition, development and utilization of both real property and business acquisitions.

Steven W. Zelkowitz, Shareholder, P.A., focuses on complex real estate, land use and zoning matters for both public and private clients and also has significant governmental law experience. He serves as general and special counsel to a number of community redevelopment agencies in South Florida, including the North Miami CRA, North Miami Beach CRA, Hallandale Beach CRA and Naranja Lakes CRA. He also has experience in public/private transactions, including large-scale transportation and public works projects, as well as in obtaining state and local tax incentives for businesses relocating to the state of Florida. His extensive experience includes the sale/purchase of all types of commercial properties, leasing and related transactions, lending, title insurance and developer representation including condominium and hotel development and construction projects, as well as representation of municipalities and community redevelopment agencies.



TAB 9

**FIRM'S ANTICIPATED APPROACH,
SCOPE AND TIMELINE TO COMPLETE
THE PROJECT**

ANTICIPATED APPROACH, SCOPE AND TIMELINE

The creation of a Community Redevelopment Agency (CRA), overseeing and promoting redevelopment initiatives, can be a very effective tool to eliminate slum and blight and equally important to attract new businesses, jobs, consumers and residents. In fact, as evidenced by many successful CRA's, such as Delray Beach and West Palm Beach, CRA's are the most important economic development tool. Not only does a CRA allow a city/area to focus TIF funds (if applicable) for use in promoting new businesses, a CRA provides a centralized focus of economic development in a very specific area.

APPROACH

The RMA team will evaluate three (3) corridors as potential CRA districts, and prepare the necessary reports and recommendations to determine the feasibility of creating a CRA. Our team will also prepare the Community Redevelopment District Finding of Necessity Reports, draft and facilitate an Interlocal Agreement with Palm Beach County supporting the establishment of a Palm Springs CRA and TIF program, and draft the Community Redevelopment Plan(s) – with the understanding that the Village envisions establishing a CRA with three districts: 1) Congress Avenue, north of Forest Hill Boulevard, 2) Military Trail, and 3) Lake Worth Road. The RMA team will recommend appropriate district boundaries to include anticipated revenues from tax increment financing.

FINDING OF NECESSITY (FON)

The Community Redevelopment Act of 1969, Chapter 163, Part III Florida statues, allows counties and municipalities to undertake community redevelopment in order to eliminate, remedy or prevent slum and blighted areas. A "Finding of Necessity" study will be completed to meet the definition of blight and establish need for redevelopment in accordance with 163.355 Part III Florida Statues. This study will determine if and where there are sections within the proposed CRA area that are considered slum and/or blighted.

Please note the following:

- Not every property in a designated slum and blight area needs to meet the qualifications as set forth in the Statutes; only the majority of properties must meet the required tests.
- The RMA team will document every property with a photographic description, a detailed physical description and other information that will assist in identifying one or more slum and blight definitions.
- Although the City Commission determines if an area qualifies to be defined

as slum and blight, it is important to have well documented research to substantiate slum and blight.

- RMA will utilize GIS mapping capabilities to document parcel information.
- In conjunction with the evaluation, the RMA team will also recommend if any additional areas should be considered in the establishment of one or more CRA's.

Finding of Necessity (FON)

Task 1-Client Kick-Off Meeting

- Meet with Village Manager and key department heads

Task 2-Properties List

- Obtain from Client for detailed review

Task 3-Prepare Checklist for Board

- Research Statue
- Design chart

Task 4-Data Collection

- Property Appraiser's 5 year history of assessed value of each property in study area;
- Police report of criminal activity in study area for two years;
- Prepare base maps for study area;
- Building code violation history in study area for two years;
- Identification of environmentally toxic sites;
- Identification of available commercial property rent history; two years;

Task 5-Field Inspection

- Each individual property in the study area will be analyzed for each of the 17 definitions of slum and blight. The field work will chart each property with respect to the definitions of slum and blight.

Task 6-Data Analysis

- Compile the data and chart on a map those properties that meet the definition of slum and blight. Differentiation will be made between properties with 0-17 definitions.

Task 7-Mapping

- The Data will be mapped as described in Task 3. It will be clear where the core of slum and blight exists.

Task 8-Conclusions and Recommendations

- Based upon the data and mapping, the team will be able to make the following conclusions: where slum and blight exists and meets the statutory definition, if any areas should be subdivided into two or more CRAs, what other areas outside the initial study area should be included and what areas should not be included in the study area.
- Present draft report to staff and to stakeholders (optional) within and surrounding the area.
- A final report with maps and photographs will be issued, first as a draft to be presented to staff and stakeholders (optional) within and in the surrounding area, and then a final for presentation to the Board of County Commissioners.

COMMUNITY REDEVELOPMENT PLAN PROCESS

RMA is particularly well versed in the preparation of CRA redevelopment plans, as the firm manages several CRA's. The most important element in a CRA plan is to describe the priority of activities or redevelopment initiatives the CRA might consider. The CRA may be very specific about some initiatives, but it must also be very general in order to be able to carry on certain activities in the future that might not even be contemplated at the time of the creation of the agency. Land use inconsistencies will be addressed in the plan and recommendations will be made for future land use and zoning amendments. The RMA team will develop a concept plan based on the community visioning and create the capital projects and programs list. Based on the proposed timeframe of the CRA area, we will determine the amount of development needed and Tax Increment Financing (TIF) estimates based on development over the timeframe. TIF estimates will be based on current Village and County millage rates and adjustments made for the support of capital projects. The estimates will help in determining the development priorities for recommended capital projects as well as the Redevelopment Plan.

1. EXECUTIVE SUMMARY

2. BACKGROUND

- 2.1 Introduction
- 2.2 Authority To Undertake Community Redevelopment
- 2.3 Creation Of The Community Redevelopment Agency
- 2.4 Establishing The Funding Source And Term
- 2.5 Establishing The Boundaries Of The Cra
- 2.6 Discussion Of The Finding Of Necessity

- 2.7 Powers Of The Community Redevelopment Agency
- 2.8 The Community Redevelopment Area
- 2.9 The Community Redevelopment Plan
- 2.10 The Formation Of Advisory Committees (Optional)
- 2.11 Intent To Issue Debt (Optional)

3. SUMMARY OF PUBLIC OUTREACH

- 3.1 Stakeholder And Elected Officials Meetings
- 3.2 Open House Events
- 3.3 Preliminary Concepts For Public Comment
- 3.4 Joint Village Commission/Cra Board Workshop

4. EXISTING CONDITIONS

- 4.1 Downtown Profile
 - 4.1.1 Population Characteristics
 - 4.1.2 Household Characteristics
 - 4.1.3 Race And Ethnicity
 - 4.1.4 Age Characteristics
 - 4.1.5 Median Household Income
 - 4.1.6 Per Capita Income
 - 4.1.7 Housing Characteristics
 - 4.1.8 Age Of Housing Stock
 - 4.1.9 Employment Cluster
 - 4.1.10 Commercial Real Estate
- 4.2 Regulatory Profile
 - 4.2.1 Future Land Use
 - 4.2.2 Proposed Future Land Use Amendments
 - 4.2.3 Existing Zoning
 - 4.2.4 Proposed Future Zoning Amendments
 - 4.2.5 Design Guidelines Of Village (Optional)
- 4.3 General Physical Conditions
 - 4.3.1 Existing Uses
 - 4.3.2 Ownership Patterns
 - 4.3.3 Building Footprints
 - 4.3.4 Circulation And Block Patterns
 - 4.3.5 Transit
 - 4.3.6 Natural Features

- 4.4 Geographic Sub Areas
 - 4.4.1 North Congress
 - 4.4.2 Military Trail
 - 4.4.3 Lake Worth Road Corridor

5. ANALYSIS

- 5.1 Needs By Geographic Sub-Area
 - 5.1.1 North Congress
 - 5.1.2 Military Trail
 - 5.1.3 Lake Worth Road Corridor
- 5.2 Overall Needs Within The Cra
 - 5.2.1 Removal Of Slum And Blight
 - 5.2.2 Land Use
 - 5.2.3 Physical Barriers To Redevelopment
 - 5.2.4 Economic Development
 - 5.2.5 Affordable Housing
 - 5.2.6 Urban Mixed-Use Housing (To Create A Village Center)
 - 5.2.7 Infrastructure
 - 5.2.8 Cultural And Recreational Facilities
 - 5.2.9 Education And Civic Institutions
- 5.3 Traffic & Transportation
 - 5.3.1 Transit
 - 5.3.2 Traffic
- 5.4 Market Conditions & Development Potential
 - 5.4.1 Retail Potential/Downtown Village Market & Feasibility Study
 - 5.4.2 Office
 - 5.4.3 Housing
 - 5.4.4 Industrial
 - 5.4.5 Hotel
- 5.5 Neighborhood impacts
 - 5.5.1 Relocation of displaced residents and businesses
 - 5.5.2 Availability of community facilities and services
 - 5.5.3 Environmental quality
 - 5.5.4 Traffic circulation
- 5.6 Relationship to the village's comprehensive plan

6. REDEVELOPMENT PROGRAMS

- 6.1 Redevelopment strategies by sub area

- 6.2 Community redevelopment agency projects and programs by sub area
 - 6.2.1 Group 1: planning
 - 1.1 Areawide and sub area plans
 - 6.2.2 Group 2: redevelopment projects
 - 2.1 Sub areas capital improvement plans
 - 2.2 Mixed-use redevelopment
 - 2.3 Workforce housing and market rate housing
 - 2.4 Transportation
 - 2.5 Downtown palm springs
 - 2.6 Village center/ village hall
 - 2.7 Roadway improvement programs
 - 2.8 Industrial corridor improvement programs
 - 6.2.3 Group 3: community improvement programs
 - 3.1 Job placement and entrepreneurship
 - 3.2 Retail and restaurant business development program
 - 3.3 Economic development incentives for job creation
 - 3.4 Site and building development assistance program
 - 3.5 Grant administration program
 - 3.6 Incentive programs
 - 3.7 Community activities sponsorship programs
 - 3.8 Downtown community transportation
 - 3.9 Arts based economic development program
 - 3.10 Clean and safe program
 - 3.11 Downtown marketing and events
 - 3.12 Public space and public property improvement program
- 6.3 Sources of funding

7. FINANCIAL ANALYSIS

- 7.1 Discussion of strategy to finance programs
- 7.2 Twenty-year financial model

8. APPENDIX

- 1. Village of palm springs resolution no. _____(Finding of necessity)
- 2. Village of palm springs resolution no. _____(Creation of the cra)
- 3. Village of palm springs resolution no. _____(Approving cra plan)
- 4. Village of palm springs resolution no. _____(Approving cra trust fund)

Public Involvement and Visioning

RMA's experienced urban design team has led or participated in over 20 charrettes over the last 15 years, and the entire team has extensive experience with the public involvement and visioning process. Most recently, RMA completed a community visioning for the West Palm Beach South Dixie Corridor, the West Palm Beach Northend, the Village of Miami Shores, the Fort Lauderdale Beach area and North Miami Beach. Although each community outreach/charrette is unique in the level of detail on design, RMA believes it's an appropriate method to achieve maximum public involvement.

Through the following activities, RMA can get maximum participation from the community as it relates to the future development and vision for the Palm Springs CRA:

1. **Online Survey** – Conduct an online survey through Survey Monkey to determine priority projects and a vision for the study areas.
 - a. Through coordination with staff, it may be determined that a direct mail survey may also be necessary to encourage participation.
2. **Press Release** of survey and community meetings – utilize our experience with creation of press releases and local media network to ensure constituents are reached.
3. **Community Meetings** – Potentially conduct a 1-2 day visioning charrette to gather input on priority projects. The charrette would begin with an overview presentation and RMA team on-site for 8-12 hours over two days to meet with the community as they drop in to share their thoughts and ideas and observe concepts from the designers. At the end of day 2, a final presentation could be shared with the community showing the preliminary results and vision of the study area.

Palm Beach County Commission

The RMA team will facilitate one-on-one meetings between Village officials and each of the seven (7) Palm Beach County Commissioners and the County Administrator and one (1) Public Hearing before the Palm Beach County Commission. In addition, the team will work with the Village Attorney to draft the Inter-Local Agreement and obtain approval from the Village and the County.

TIMELINE

FINDING OF NECESSITY (FON) – 4 months

(Prepare the Community Redevelopment District Finding of Necessity Report(s))

PUBLIC MEETINGS – 1 month

(Village Commission for approval of FON & Resolution to begin drafting the CRA Plan)

PALM BEACH COUNTY MEETINGS – 2 to 6 months

(County Meetings to draft and facilitate an Interlocal Agreement will begin concurrently with drafting the CRA Plan. NOTE: Obtaining a final Interlocal Agreement may take the full 6 months and therefore may affect the estimated completion date.)

COMMUNITY OUTREACH AND DRAFTING THE COMMUNITY REDEVELOPMENT PLAN(S) – 7 to 9 months

(Includes Legal Work and actual time will depend upon the extensiveness of public outreach required, the number of public hearings, the number of meetings with Palm Beach County and the final size of the combined district(s) / redevelopment sub-areas.)

TOTAL ESTIMATED TIME: 12-15 MONTHS



TAB 10

CONFLICT OF INTEREST DISCLOSURE FORM



TAB 11

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

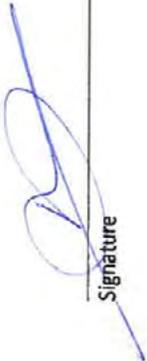
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Qualifications on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 (F.S.) for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Redevelopment Management Associates, LLC

Firm Name



Signature

Kim Briesemeister, Principal

Name and Title (Print or Type)

08/26/16

Date



TAB 12

DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE

Redevelopment Management Associates, LLC _____ is a drug-free workplace and has
(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Redevelopment Management Associates, LLC
Firm Name


Signature

Kim Briesemeister, Principal
Name and Title (Print or Type)

08/26/16
Date



TAB 13

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Kim Briesemeister who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Principal of Redevelopment Management Associates, LLC the Proposer that has submitted a Qualification to perform work for the following:
2016R-007
Title: Consulting Services for Creation of Community Redevelopment Agency

b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such

Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]
Signature

Subscribed and sworn to (or affirmed) before me this 26th day of August 2016, by Kim Briesemeister who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature: [Signature]
Notary Name: Alicia Alleyne
Notary Public (State): Florida
My Commission No.: FF119147
Expires on: 5/5/2018





TAB 14
TRUTH-IN-NEGOTIATION
CERTIFICATE

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: Kim Briesemeister _____

Title: Principal _____

Date: 08/26/16 _____

Signature:  _____



TAB 15

ADDITIONAL RFQ INFORMATION

RMA is one of the most experienced full service economic (re)development firms in the State of Florida and our team is passionate about reinventing cities, with a proven track record developing and promoting activities and programs that are improving communities throughout Florida. Our approach is realistic, comprehensive and effective - resulting in over \$1 billion in private sector investment within our client areas.

We specialize in economic (re)development and place making and operate under five divisions:

- 

Economic Development
- 

Real Estate
- 

Urban Design & Planning
- 

Government Management & Administration
- 

Business Attraction & Marketing

RMA was formed in 2009 by Principal Members, Kim Briesemeister, a Certified Redevelopment Administrator, and Christopher J. Brown, combining their talents and 50+ years of experience providing consulting and management services to governments in the field of urban (re)development, nationally and internationally. RMA headquarters is located in Pompano Beach, Florida, with additional office locations in Delray Beach, Miami, Jacksonville and Winter Springs.

We are experts at economic development, real estate development and public-private partnerships, urban design and planning, business attraction, targeted retail and real estate marketing and community consensus building. RMA's 43 highly experienced professionals are committed to helping our clients in their pursuit of economically diverse and healthy communities.

The RMA teams' active practitioners have led some of the most successful economic (re)development efforts in Florida cities during the last 30 years, transforming many South Florida areas into thriving business/entertainment districts, including Miami Beach, Pompano Beach, Delray Beach, West Palm Beach, Hollywood and Fort Lauderdale.

The benefits of working with us include comprehensive access to top industry-leaders in specialized redevelopment fields under one firm - providing years of knowledge, experience, and proven success as evidenced by the client cities we have helped reinvent. Our firm has the experience, in-house expertise and financial stability to successfully complete and implement projects of all sizes.



Redevelopment Management Associates (RMA) is a small, independent and woman-owned Limited Liability Corporation located in Broward County, licensed to do business by the State of Florida.

Number of Employees: 43

RMA
 2302 E. Atlantic Boulevard
 Pompano Beach, FL 33062
 P: 954.695.0754 | F: 754.222.8081
 info@rma.us.com | www.rma.us.com

ALLISON JUSTICE

Senior Project Manager/Project Director

Years of Experience

18

Areas of Expertise

- Business Attraction
- Budgeting/Projections
- Project Implementation
- Joint Ventures & Public-Private Partnerships
- Incentives
- Grants
- Marketing & Events

Education

M.B.A. | Florida Atlantic University

B.S. | Kansas State University

Bio

Ms. Justice has served both the public and private sectors in multiple roles including Project Manager, Auditor, and Marketing Account Executive. Her project management experience within CRA's encompasses the entire strategic action plan implementation, from joint ventures and public-private partnerships, budgeting and finance, grant writing, marketing, incentives and business attraction, including for the City of Oakland Park and West Palm Beach North End Visioning.

KEVIN S. CROWDER, CEcD

Director of Economic Development

Years of Experience

21

Areas of Expertise

- Business Attraction & Retention
- Research & Analysis
- Joint Ventures
- Public-Private Partnerships
- Marketing & Promotion
- Economic Development
- Redevelopment Planning
- Government Affairs

Education

B.G.S | West Texas A&M University, Canyon, Texas

Primary Leadership Development Course, Fort Sherman, Panama

U.S. Army Intelligence School, Goodfellow Air Force Base, Texas

Certifications

Certified Economic Developer (CEcD), Int'l Economic Development Council, January 2009

Bio

Mr. Crowder's Experience includes 15 years with the City of Miami Beach and the Miami Beach Redevelopment Agency as the Director of Economic Development and Government Affairs, leading the City's economic development program and multi-jurisdictional lobbying efforts. Mr. Crowder is an IEDC Certified Economic Developer (CEcD), whose primary areas of expertise are business and entrepreneurial assistance, private capital investment, market research, joint ventures, redevelopment agency programs and government affairs. He has conducted detailed economic, fiscal, and market analysis for business development, investment, and policy issues and created a broad municipal market research and business assistance program. Mr. Crowder currently serves on the board of the Florida Redevelopment Association.

KENT BONDE

Sr. Redevelopment Specialist/Project Manager

Years of Experience

26

Areas of Expertise

- Redevelopment Management and Planning
- Financing and Capital Planning
- Affordable Housing
- Miami Beach - Public-Private Partnerships
- Miami Beach - Public Facilities
- Real Estate & Development

Education

BS, Business Management, University of New England

Certifications

U.S.C.G Licensed Master Captain – 100 Tons
 Dive Instructor, National Association of Underwater Instructors (NAUI)
 Trimix Instructor, International Association of Nitrox & Technical Divers (IANTD)

Bio

Kent Bonde has an extensive and diversified background in project administration, asset management and redevelopment experience. During Mr. Bonde’s 26-year career with the City of Miami Beach, he was responsible for managing a wide variety of development and redevelopment initiatives within the City of Miami Beach’s City Center Historic Convention Village (City Center), and South Pointe Community Redevelopment Areas (CRAs). Mr. Bonde led the creation, update and ultimate approval of the City Center Historic Convention Village CRA Plan in 1992 and the CRA Plan Amendment in 2001. This Amendment reflected the existing conditions and future plans for the Redevelopment Area, implemented the Preliminary Proposed Master Plan for the 17th Street surface parking lots north of Lincoln Road, implemented and funded community policing innovations within the Redevelopment Area, and utilized Tax Increment funds for a Business Assistance Program.

SHAWN MITCHELL

Sr. Financial Management Analyst

Years of Experience

16

Areas of Expertise

- Strategic Business Planning
- Operations Management & Reporting | Regulatory Compliance
- Budgeting Management & Analysis
- Debt Management & Issuance

Education

M.B.A. | Finance Track, Florida Atlantic University
 B.S. | Finance, Florida Atlantic University

Certifications

Certified Management Accountant (C.M.A.) Designation
 Certified in Financial Management (C.F.M.) Designation
 Institute of Certified Management Accountants (ICMA)

Bio

Mr. Shawn Mitchell is a senior-level financial manager with extensive finance, administration, and public accounting experience. Results-oriented with the ability to focus on both the macro-environment through strategic planning and the micro-environment by advancing operations through continuous process improvement initiatives, relevant financial management reporting, etc.

LYNN DEHLINGER
Sr. Economic Development Manager

Years of Experience
25

Areas of Expertise

- Real Estate Development and Brokerage
- Retail and Mixed Use Planning and Implementation
- Public/Private Partnerships
- Economic Development

Education

Attended University of Georgia and Purdue

Bio

Ms. Dehlinger's accomplishments include commercial development projects throughout Florida and Georgia, including award winning redevelopment projects. She has been a featured panelist and speaker for International Council of Shopping Centers, Florida League of Cities, Florida Planning and Zoning Association, Florida Redevelopment Association, Commercial and Industrial Real Estate Brokers, and Central Florida Commercial Board of Realtors. She was recently named one of the regions' Most Influential Women in Business. She has negotiated major land development projects with municipalities, including developments of regional impact, public private partnerships and local development agreements. She has been involved in development projects for major retailers in the Southeast including Publix, The Home Depot, Epic Theaters, and WalMart. She has authored market analysis for business development and worked with national and international companies to expand their operations and employment base. She currently serves on the board of the Florida Redevelopment Association and ICSC's P3 National Alliance committee. Her experience in negotiating complex agreements, in all aspects of business development including planning, branding and recruitment position her well for effective leadership and management in today's complex business environment.

MAX WEMYSS
Urban Design Assistant/GIS Specialist

Years of Experience
2

Areas of Expertise

- Geographic Information Systems (GIS)
- Urban Development

Education

Master of Urban & Regional Planning, Florida Atlantic University
Bachelor of Urban & Regional Planning, Florida Atlantic University

Certifications

Certificate in GIS, Florida Atlantic University

Bio

Mr. Wemyss has worked with Community Redevelopment Agencies (CRAs) and specializes in Geographic Information Systems (GIS) and Urban Development. Additional experience includes Complete Streets Initiative research, data collection, document formatting, and field inquiries to insure GIS database accuracy.

FARRELL TILLER
Economic Development Assistant

Years of Experience
 2

- Areas of Expertise**
- Market Research and Analysis
 - Communication
 - Consensus Building
 - Event Planning

Education
 BA, Finance, Florida Atlantic University

Bio
 Mr. Tiller joined RMA with a Bachelor of Arts in finance. His background includes experience in finance and budgeting, communication, consensus building, and event planning. Mr. Tiller’s role at RMA includes market research, analysis and strategy for CRA plan updates, creation of business improvement districts, retail strategies, preparation of economic development plans for business attraction and retention, as well as marketing and communication strategies.

JENAE VALENTINE
Economic Development Assistant

Years of Experience
 2

- Areas of Expertise**
- Real Estate Development
 - Market Research & Analysis
 - Commercial and Residential Services

Education
 M.S.R.E.D | Nova Southeastern University, Davie, Florida

Bio
 Miss Valentine has 2 years of residential and commercial real estate experience as a Sales Associate. She has worked for both large and boutique real estate brokerages within South Florida specializing in multifamily and industrial properties. Additional experience includes working with systems such as Multiple Listing Service (MLS), CoStar, Argus Developer, Argus DCF, and Project Pro. Miss Valentine is a current member of the Greater Fort Lauderdale Realtors, Urban Land Institute (ULI), and the National Association for Industrial and Office Parks (NAIOP).

KIM BRIESEMEISTER, C.R.A.
Principal

Years of Experience
27

Areas of Expertise

- Redevelopment Management
- Public-Private Partnerships
- Visioning and Planning
- Financing Redevelopment
- Certified Redevelopment Administrator

Education

A.A. | Specialized Business - International Correspondence School
ICSC Marketing I & II - John T. Riordan School of Professional Development

Certifications

Certified Redevelopment Administrator

Bio

Ms. Briesemeister is a Certified Redevelopment Administrator and has managed redevelopment of some of the largest, most complex CRA districts and redevelopment projects in South Florida. She has drafted Strategic Plans for each city including West Palm Beach, Pompano Beach, Fort Lauderdale, Hollywood, Lauderdale by the Sea, Dania Beach and others which led to total transformation within the cities. Every element of the redevelopment process was managed effectively including preparing urban vision plans, negotiating public-private partnerships, marketing, branding, business development and attraction, and community consensus building.

CHRISTOPHER J. BROWN
Principal

Years of Experience
33

Areas of Expertise

- Urban Design Regulations
- Public-Private Partnerships
- Real Estate Development
- Redevelopment Planning & Management

Education

M.A. | University of Pennsylvania
B.A. | Yale University

Certifications

General Contractor
Real Estate Broker

Bio

Mr. Brown has extensive experience in planning and design, real estate development, finance and redevelopment management. Mr. Brown served for 9 years as the Executive Director of the highly successful Delray Beach CRA when it was just in its infancy. He is recognized throughout Florida for the legacy he has left in Delray Beach and is responsible for negotiating multiple public-private partnerships and creating the marketing co-op. Mr. Brown's successes in redevelopment can be attributed to his extensive experience in real estate, working for and as a real estate developer.

SHARON McCORMICK
Director of Business Attraction & Marketing

Years of Experience
 27

Areas of Expertise

- Research & Analysis/Marketing Plans & Implementation
- Brand Identification & Development/Strategy & Campaigns
- Business Attraction & Retention
- Cultural Arts & Special Events

Education

B.S. | Appalachian State University,
 ICSC Marketing I & II - John T. Riordan School of Professional Development

Bio

Ms. McCormick has extensive experience in community and business development through retail, non-profit and event marketing, sponsorship development and public and media relations. Ms. McCormick has created award winning marketing, branding and public relations campaigns and has authored multiple Marketing Strategies for RMA clients.

Her strategies and comprehensive approach have included business development programs that have attracted millions of dollars in capital investment and increased revenues, including the attraction of the highly successful 37,000 square foot Funky Buddha micro-brewery which opened in 2013 in Oakland Park's Culinary Arts District.

NATASHA ALFONSO-AHMED
Director of Urban Design & Planning

Years of Experience
 15

Areas of Expertise

- Planning & Zoning
- Charrettes & Urban Design
- Architectural Design & Site Planning

Education

M. ARCH. | University of Miami
 B. ARCH. | University of Miami

Bio

Ms. Alfonso-Ahmed is an urban planner/designer specializing in community revitalization projects and new urban community design and has over 15 years of local and international experience in code writing and urban design initiatives. She has extensive knowledge of new urban design principals and what makes for good architecture and has authored codes for Pompano Beach, Oakland Park, West Palm Beach, North Miami Beach and Miami Dade County. She was previously Principal Planner for Miami-Dade County's Urban Design Center.

Her international experience includes emphasizing planning projects at a variety of scales: for both the public and private sectors. She has extensive experience leading design charrettes which engage the community and maximize creativity including in Montego Bay, Jamaica; Braine L'Alleud Belgium; Tripoli, Libya; Berenice, Egypt and various neighborhoods in South Florida.

MARIA DELEON-FLEITES, RA
Senior Urban Designer

Years of Experience
32

Areas of Expertise

- Architecture
- Neighborhood Redevelopment
- Community Revitalization

Education

M. ARCH. | University of Miami
B. ARCH. | University of Miami

Bio

Maria deLeon-Fleites has over 32 years of experience as a registered architect, urban designer and academic in South Florida. Her breadth of experience extends from Architect and project manager to instructor to advisor. As an Architect, the depth of her work includes various types and sizes, from building conversion projects to designing large mixed use multi-story parcels to designing the redevelopment of existing neighborhoods, community revitalization projects and new community design.

ED GALLAGHER
Construction Manager

Years of Experience
30+

Areas of Expertise

- Construction Management
- Historic Preservation
- Restaurant/Retail Operations

Education

Nassau Community College, Long Island, New York
New York University, Diploma in Construction Management

Certifications:

Certified General Contractor, State of Florida – CGC045286
Active Lead Paint Certified Renovator

Bio

Mr. Gallagher has over 30 years of hands-on and managerial experience in the construction industry in the private sector. Prior to joining Redevelopment Management Associates, Mr. Gallagher had worked in New York City, specializing in interior work on old residential buildings and then moved to Miami where he ran his own construction company. He spent six years in Dade County as a General Contractor heading up commercial projects on South Beach at the start of the Renaissance of the Art Deco area, as well as numerous residential projects that included post Hurricane Andrew rebuilding. In 1994, Mr. Gallagher was awarded the first RFP published by the Delray Beach CRA for properties located in downtown Delray Beach. The project, called Grove Square, became a destination site with three restaurants, three retail stores, a 6,000 SF courtyard with a stage for live music and a new four story office building. This successful project continues to serve as an anchor for Downtown Delray.

Kimley-Horn

Founded in 1967, Kimley-Horn provides engineering, planning, urban design/landscape architecture and environmental consulting services to clients in both the public and private sectors. Kimley-Horn has more than 2,800 employees in 73 offices in 18 states offering a full range of consulting services to local, regional, national, and international clients. In Florida alone, we have more than 575 employees in 14 offices. Our firm has a long history of achieving successful project completion through a combination of effective project management and technical expertise. We look at conditions from the client's perspective and do what it takes to make sure project goals are achieved quickly and cost-effectively. Kimley-Horn offers our clients the individual, personal service that they would expect from a local firm combined with the manpower and technical resources of a nationally ranked consulting firm.

Environmental Sciences and Permitting

At Kimley-Horn, we maintain an experienced team of in-house geologists, hydrologists, planners, and environmental professionals with expertise in a wide range of environmental planning services, such as permitting, corridor location studies, environmental assessment reports, and environmental analyses. Our permitting and professional environmental services for your projects may include the following:

- Environmental permitting
- Stormwater treatment and permitting
- Water quality assessment and monitoring
- Aerial photo-interpretations and mapping using remote sensing imagery and geographic information systems



MARWAN MUFLEH, P.E.
Project Engineer**Years of Experience**

29

Areas of Expertise

- Professional Engineer
- Extensive CRA projects throughout South Florida
- Design concepts through the construction administration phase
- Roadway design, drainage design, pavement marking, and maintenance of traffic

Education

B.S. | Civil Engineering, University of Texas, Arlington
Professional Engineer in Florida, #45329

Bio

Marwan has 29 years of highway design experience in South Florida. His principal areas of practice include project management, roadway design, drainage design, pavement marking, maintenance of traffic, and construction administration. Marwan has worked extensively on CRA projects throughout South Florida including improvements to 24th and 25th Streets in West Palm Beach with the City and the CRA; streetscapes for 6th Avenue North and 10th Avenue South with the Lake Worth CRA; US1 in Delray Beach with the City and CRA; and Seacrest Boulevard improvements with the Boynton Beach CRA. Additionally, he has directed numerous projects for Broward County, Palm Beach County, the Florida Department of Transportation (FDOT) District Four, and numerous South Florida municipalities. Currently Marwan serves as the Florida Redevelopment Association's regional representative for South Florida. He is a liaison between the association and CRAs in Broward, Miami-Dade, and Monroe counties and is at the forefront of changes and issues affecting Florida CRAs.

BRIAN GOOD, P.E.
Project Engineer**Years of Experience**

20

Areas of Expertise

- Professional Engineer
- Extensive CRA projects throughout Florida
- Design concepts through the construction administration phase
- Design projects, including roadway geometric design, hydrologic and hydraulic analyses, plans preparation, and bridge hydraulics

Education

B.S. | Environmental Engineering, University of Central Florida
Professional Engineer in Florida, #56939

Bio

Brian has 20 years of experience related to transportation design projects, including roadway geometric design, hydrologic and hydraulic analyses, plans preparation, and bridge hydraulics. He has developed extensive specialized stormwater management experience that includes hydrological and hydraulic analysis on drainage basins and floodplains from 10 to 50,000 acres, floodway analysis on Federal Emergency Management Agency (FEMA) regulated floodways, and bridge hydraulic backwater analysis. He has served as project manager providing professional services ranging from citywide stormwater master plans, complete street designs, traffic signalization designs, to expert witness services. Brian's specialized effort includes municipalities and community redevelopment agencies. He is well known for current work with Community Development Agencies in Boynton Beach, several roadway projects for Fort Pierce and working with the City of Kissimmee on redevelopment work associated with Lakefront Park and roadway improvements within the downtown business district.

JASON LEE, P.E.
Project Engineer

Years of Experience
 13

Areas of Expertise

- Professional Engineer
- Project mechanical engineer for various utility projects throughout southeast Florida including site planning, engineering, permitting and zoning, and site developments.
- Design concepts through the construction administration phase
- a Telecommunications site design services

Education

B.S. | Mechanical Engineering, Florida Atlantic University
 A.A. | Palm Beach Community College
 Professional Engineer in Florida, #67472

Bio

Jason has 13 years of experience and has served as a project engineer for various municipal projects throughout southeast Florida. Jason has a B.S. in Mechanical Engineering and is currently secretary of the Gold Coast Branch of the APWA. His wide range of projects include specific expertise in the design and construction of reverse osmosis water (RO) treatment systems, chemical systems, wastewater and water pump stations, and transmission systems. He has provided wellfield improvements, including engineering and site planning for the western wellfield generator compound at the South Martin Regional Utilities' western wellfield. In addition, Jason provided construction phase services for the Tropical Farms reverse osmosis water/wastewater treatment plant expansion and master planning and engineering services for SR A1A corridor improvements for Palm Beach County.

BRADY WALKER, P.E.
Environmental

Years of Experience
 12

Areas of Expertise

- Design of wetland mitigation and restoration areas, conducting endangered species surveys, delineating wetlands, and permitting projects throughout Florida
- Extensive projects throughout South Florida
- Extensive field work throughout Florida in upland, freshwater, and estuarine environments

Education

B.S. | Biology, Denison University
 Society of Wetland Scientists
 Authorized Gopher Tortoise Agent (Permit No. GTA-11-00004)

Bio

Brady Walker holds a Bachelor of Science from Denison University and has 12 years of experience conducting endangered species surveys, delineating wetlands, designing wetland mitigation and restoration areas, and permitting public and private projects throughout Florida. His primary area of focus has been on the east coast of Florida from Brevard County south through Miami-Dade County. In the past year, Brady has successfully relocated more than 125 gopher tortoises on sites from Ocala to Pompano Beach. He has also worked on environmental assessments for several large PD&E studies in Florida, including Florida's Turnpike from Boynton to Lake Worth, Florida's Turnpike from Lake Worth to Jupiter in Palm Beach County, and Lennard Road in St. Lucie County.

DAVID GOLDMAN, P.G.

Environmental

Years of Experience

27

Areas of Expertise

- Integration of site assessment and remediation with site civil design and construction components on numerous sites in Florida
- Extensive CRA projects throughout South Florida
- Brownfield sites, hazardous waste, industrial waste, and petroleum contamination; water resource development; permitting; groundwater modeling; and aquifer storage and recovery (ASR)

Education

M.S. | Geology, University of Florida

B.S. | Geology, University of Florida

Professional Geologist in Florida PG1573

Visual Modflow, Waterloo Hydrogeologic

DNAPL Site Diagnosis and Remediation, University of Waterloo

Applied 2-D Flow and Transport Modeling on Microcomputers, Institute of Government

Bio

David has 28 years of experience conducting and managing remediation projects involving hazardous waste, industrial waste, and petroleum contamination. He specializes in the integration of assessment and remediation of contamination with site civil design and construction components. He is also experienced with water resource development, permitting, and modeling, as well as with environmental compliance, RCRA, CERCLA, and state hazardous waste and cleanup programs. In addition, Dave is familiar with the following programs involving aquifer characteristic calculations, groundwater flow, and contaminant transport: MOC, MODFLOW, groundwater vistas, QuickFlow, Aquifer win 32, WinTrans, MODPATH, RT3D, and finite element modeling of groundwater and contaminant transport.

Finding of Necessity and Community Redevelopment Area (CRA) Master Plan



Reference:

- Todd Morley, Director
Cape Canaveral Community and Economic Development Department,
7510 N. Atlantic Avenue, Cape Canaveral, FL 32920
(321) 868-1222
t.morley@cityofcapecanaveral.org

Kimley-Horn completed the City's Preliminary and Final Finding of Necessity towards the delegation and creation of the City's first CRA. The Kimley-Horn team engaged community redevelopment planning for the City of Cape Canaveral to define the future vision and complete technical analysis in support of statutory finding of necessity requirements for creation of a proposed CRA along the core commercial corridors within the City, including A1A and North Atlantic Boulevard, as well as the adjacent supporting residential neighborhoods. Members of the Kimley-Horn team, along with representatives from Planning Design Group, assisted the City in hosting an economic development open house to provide information and receive community input on multiple strategies including CRA, Brownfield, and A1A Economic Development Overlay zoning district.

Kimley-Horn also performed a technical assessment in support of the statutory requirements and prepared the preliminary finding of necessity as a basis for designating and creating a CRA. The CRA encompassed properties along the core commercial corridors on US 1 and supporting residential neighborhoods within the City. The Finding of Necessity builds off of the City's previous economic development and community planning efforts. The Kimley-Horn team also assisted the City presenting the preliminary findings as part of the City's Economic Development Open House and Community Meetings. In addition, the Kimley-Horn team worked with the City to develop the City's first CRA Master Plan.

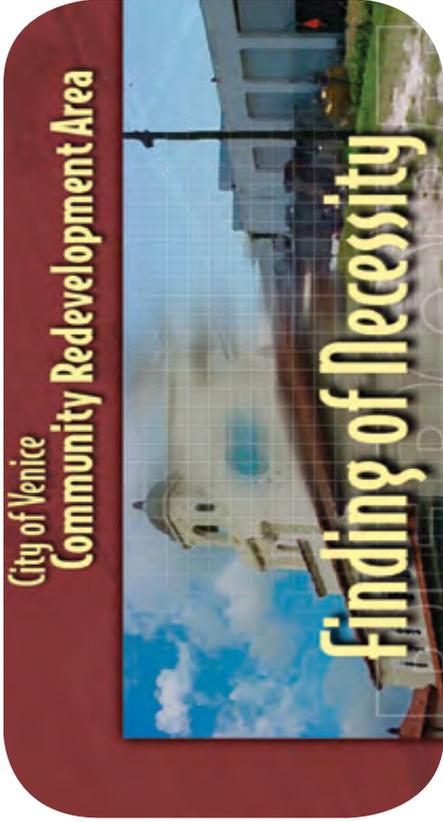
STREETSCAPE



CLIENT	LOCATION	COMPLETION DATE	COST
City of Cape Canaveral	Cape Canaveral, FL	June 2012	\$75,000

OPTIONAL MARKETING NUMBER

City of Venice Community Redevelopment Area



Kimley-Horn was retained by the City of Venice to assist in the establishment of a Community Redevelopment Area for an aging industrial district in the City. The project included review and evaluation of the area's drainage deficiencies, structural non-conformities, crime statistics, property values stagnation, lot dimensional constraints, and transportation inadequacies. Kimley-Horn authored a Finding of Necessity for Redevelopment Report to justify the need for the CRA.

CLIENT
City of Venice

LOCATION
Venice, Florida

COMPLETION DATE
2004

COST
\$24,000 (study)



STREETSCAPE

Wauchula CRA Master Redevelopment Plan



Kimley-Horn led the City's first comprehensive update to the Wauchula CRA Master Plan. The Plan examined the CRA boundary appropriateness, identifying catalyst site and programs to renew economic and community interest in the Wauchula downtown and surrounding business areas. The plan provided recommendations regarding the City's Land Development Code components and consistency with other regulations. The Kimley-Horn team was charged with leading stakeholder engagement and facilitating community leadership dialogue on desired and feasible directions for renewal for the core community assets. In addition to infrastructure assessments, we collaborated with City CRA and Planning staff to identify changes to the City's comprehensive plan and land development regulations to replace regulatory barriers to redevelopment with incentives to encourage mixed uses.

The CRA Master Plan wrapped up as of 2010; however, we have built on that by performing additional services for the CRA, including:

- ▶ Wayfinding Signage
- ▶ Banner Certification and Structural Analysis
- ▶ CRA Engineer and Planners of Record
- ▶ EPA Grant Assessment



CLIENT	LOCATION	COMPLETION DATE
Wauchula Community Redevelopment Agency	Wauchula, Florida	2011

Streetscape and Redevelopment Improvements— Design-Build for Boynton Beach CRA

Burkhardt Construction and Kimley-Horn served the City of Boynton Beach Community Redevelopment Agency (CRA) for a boardwalk/streetscape project along the Intracoastal Waterway involving the extension of Boynton Beach Boulevard. This project is a part of a redevelopment effort by the CRA to improve the city's waterfront.

The project consisted of two specific elements: the extension of Boynton Beach Boulevard from US 1 to the Intracoastal Waterway, and the construction of a boardwalk along the Intracoastal Waterway from Boynton Beach Boulevard north for approximately 4,000 feet. This project will act as the link between the private sector and public sector redevelopment activity that has already commenced in this area.

The improvements also created a place that serves the recreational, educational, social, and economic needs of Boynton Beach as it reaches out to the region with a unique and captivating design.

Services:

- Roadway and streetscape design
- Infrastructure design
- Landscape architecture design
- Permitting, environmental permitting, and construction phase services

Project Highlights

- Kimley-Horn's ability to seamlessly blend landscape architecture and civil/roadway engineering combined with Burkhardt's extensive construction knowledge, allowed this project to be designed efficiently and implemented smoothly.
- The streetscape serves as a catalyst for private property investment in the area and the redevelopment of Boynton's waterfront.



**Roy F. Kenzie
Award, Florida
Redevelopment
Association
2006**

STREETSCAPE

CLIENT	LOCATION	COMPLETION DATE	COST
Boynton Beach CRA Lisa Bright	Boynton Beach, FL	April 2006	\$18 million

Martin Luther King, Jr. (MLK) Drive Beautification

Kimley-Horn provided landscape architectural master planning services for the design of landscape, lighting, and hardscape enhancements for the entire length of MLK Drive in Delray Beach. This 1.5-mile corridor incorporates Martin Luther King, Jr. commemorative design elements placed in the right-of-way. The design concept included the continuation of an existing sidewalk network; decorative lighting; right-of-way plantings with flowering trees, palms, and other landscaping; a program for live oaks to be planted outside of the right-of-way; and artwork on existing utility poles. The master plan also addressed prioritization and phasing of the proposed improvements with respect to budget.

Similar to other community enhancement master plans, public involvement was a key element in the success of this project. The Kimley-Horn team coordinated closely with a committee of community representatives to identify community assets and to solicit their ideas and preferences for incorporation into the master plan.

Services:

- ▶ Master planning
- ▶ Landscape architecture
- ▶ Lighting
- ▶ Hardscape design



STREETSCAPE

CLIENT LOCATION SIZE COMPLETION DATE

**City of Delray Beach
CRA** **Delray Beach,
Florida**

1.5 miles

2012

GrayRobison

GrayRobinson, is a full-service corporate law firm with 300 attorneys throughout 13 offices across Florida, provides legal services for Fortune 500 companies, emerging businesses, lending institutions, local and state governments, developers, entrepreneurs and individuals across Florida, the nation and the world. We offer not only breadth across a great many legal areas, but depth and proficiency in each one as well.

Being one of Florida's fastest-growing law firms, our attorneys are at the forefront of emerging legal issues and work expeditiously on behalf of our clients and respond quickly to their needs. We have invented a brand of law firm that serves our clients and our communities while counting creativity as a hallmark characteristic and insisting on ingenuity and innovation.

Client Service

GrayRobinson is committed to providing our clients with legal services that will assist them in accomplishing their business objectives. We conduct post matter reviews with clients to determine if their objectives were met and if their expectations were exceeded with a goal of the highest client satisfaction. We also keep abreast of changes within the client's industry and will periodically issue electronic alerts (E-Alerts) to clients advising them of changing regulations and how new regulations might impact their company.

Attorney Recognitions

GrayRobinson attorneys are recognized for their legal services by leading publications that conduct annual reviews within the legal industry.

- In 2016, 75 attorneys were listed as Best Lawyers® and of those attorneys, six were named Lawyer of the Year;
- In 2016, 21 attorneys and 7 different practice groups were recognized by Chambers USA. (Chambers & Partners issue publications that list the top lawyers in 175 countries, based on 14,000 interviews conducted by Chambers researchers);
- In 2016, 53 attorneys were named Florida Super Lawyers and another 16 were named Florida Super Lawyers "Rising Stars";
- In 2016, 18 attorneys were recognized by Florida Trend's Legal Elite;
- In 2015, six GrayRobinson offices and 39 practice groups were named to the U.S. News & World Report Best Lawyers 2016 "Best Law Firms" list;
- In 2015, GrayRobinson's Litigation Department was recognized as a Top Litigation Firm by the Daily Business Review and;
- In 2015, GrayRobinson was again recognized by Law360 as one of the eight Florida Powerhouses in the publication's Regional Powerhouses series.

The Martindale-Hubbell Law Directory has also given GrayRobinson its highest rating: AV® which is based on case results and confidential recommendations from lawyers and judges that have worked with our attorneys.

A Commitment to Quality

The mission of GrayRobinson is to provide quality legal services to all clients in a timely fashion, maintain professionalism and integrity and be responsive to the needs of our community. This philosophy is consistently reflected by the commitment we make to our clients in helping them achieve their goals.

Firm History

GrayRobinson's strength is built upon the collective histories of our offices across the state. Our roots run deep in each community we serve. As we have expanded across Florida, we have added to the foundations laid by prestigious law firms in Boca Raton, Fort Lauderdale, Fort Myers, Gainesville, Jacksonville, Key West, Lakeland, Melbourne, Miami, Naples, Orlando, Tallahassee and Tampa.

We have forged our own path, creating a firm that best serves our clients and our communities. As we have grown, we have remained committed to keeping small-firm qualities, including the ability to work expeditiously on behalf of our clients and respond quickly to their needs. In addition, we have promised to work with conviction and compassion and to embrace our community as a matter of mission as well as passion.

- In 1970, Richard Adams, Charles Gray, Gordon Harris and Richard Robinson join their practices to become Gray, Adams, Harris & Robinson P.A.
- In January 1990, the firm expands its presence on Florida's Space Coast by merging with Kirschenbaum and Peeples, an established Brevard County firm.
- In January 1996, GrayRobinson merges with the Melbourne firm of Nohrr & Nohrr. A few months later, the firm moves its Brevard County headquarters to Melbourne.
- In February 1996, the firm continues its statewide expansion, establishing an office in Tallahassee to create a permanent presence in the state capital and further expand the firm's state governmental practice.
- In August 2000, the firm adds more depth to its capabilities and expertise in the state's capital by adding six additional attorneys to the Tallahassee office.
- Expanding into the Tampa market in September 2000, the firm merges with Shackleford, Farrior, Stallings & Evans, a firm with nearly a century of history in Tampa. The merger solidifies the combined firm's presence along the "Interstate 4 Corridor" - a magnet for a number of new companies and industries.
- In January 2001, GrayRobinson merges with Lane, Trohn, Bertrand & Vreeland. Formed in 1926, it is one of the largest firms in Lakeland.
- In December 2003, GrayRobinson establishes its Key West office.
- In August 2004, GrayRobinson opens its office in Naples.
- In November 2004, GrayRobinson opens its Jacksonville office
- In June 2005, the firm opens its office in Fort Lauderdale.
- In October 2007, the firm continues its strategic expansion across Florida, with the opening of its Miami office.
- In January 2013, GrayRobinson opens its Gainesville office, strengthening the firm's Central Florida presence.
- In April 2013, the firm strengthens its position in South Florida by announcing its formal partnership with Siemon & Larsen. The firm officially opens the doors to a new GrayRobinson office in Boca Raton.
- In November 2013, GrayRobinson announces its acquisition of Hirschhorn & Bieber, P.A., a Miami-based criminal and civil white collar defense law firm. Hirschhorn & Bieber formed on January 1, 2000, and represents clients in criminal and civil white collar defense litigation.
- In September 2015 the firm expands across South Florida with the opening of its Fort Myers office.
- In May 2016, Dean Cannon's lobbying firm Capitol Insight joins GrayRobinson's Tallahassee office .

By continuing to add key personnel and enhance services in each of its locations, GrayRobinson stays well ahead of the curve in meeting the needs of business and government users of legal services. Today - with its foundation firmly grounded in the community and its vision focused on the future - GrayRobinson continues to be a major player in the state's dynamic growth.

THOMAS A. CLOUD, B.C.S.**Legal Expert****Years of Experience**

30+

Areas of Expertise

- Administrative & Regulatory
- Environmental
- Government
- Land Use Law
- Litigation
- Transportation
- Utilities

Education

Lakeland High School (1972)

Wake Forest University, B.A. (magna cum laude, honors in history, 1976)

Florida State University, J.D. (honors, 1979)

Bio

For over three decades, Tom has been a local and state government, utility, land use, and environmental law attorney. Board certified in City, County and Local Government Law, Tom has represented over 60 Florida cities, including five as city attorney. His practice includes negotiating complex contracts, drafting dozens of city and county legislative initiatives and ordinances, creation and defense of municipal rates, fees, assessments, and charges, obtaining state and local government regulatory approvals and all matters attendant to the acquisition, development and utilization of both real property and business acquisitions. He has been responsible for the application and approval of over 25 Developments of Regional Impact throughout central Florida, as well as dozens of other complex land use matters. In addition to handling municipal, land use, and environmental matters, Tom is one of the preeminent municipal utility attorneys in Florida, having successfully handled a wide variety of both transactional and litigation matters within the field. He has handled a variety of complex municipal, county, and special district financial transactions, including the defense of various capital and operational rates, fees, assessments, and charges. He currently serves as city attorney in three cities in Central Florida, is the President-Elect of the Florida Municipal Attorneys Association, and has represented numerous cities and counties throughout Florida in a variety of legal matters throughout his career.

STEVEN W. ZELKOWITZ**Legal Expert****Years of Experience**

27+

Areas of Expertise

- Banking & Finance
- Government
- Government Relations & Lobbying
- Hospitality
- Land Use Law
- Real Estate
- Residential, Resort & Club
- Restaurant
- Transportation

Education

University of Massachusetts, B.S. (1983)

Rutgers University, M.C.R.P. (1989)

Rutgers University School of Law, J.D. (1989)

Bio

Steven is the managing shareholder in GrayRobinson's Miami office and co-chair of the Hospitality Industry Group. He focuses on complex real estate, land use and zoning matters for both public and private clients. He has extensive experience in the sale and purchase of all types of commercial properties, leasing and related transactions, lending, title insurance and developer representation including condominium and hotel development and construction projects, as well as representation of municipalities and community redevelopment agencies. He also has experience in public/private transactions, including large-scale transportation and public works projects, as well as in obtaining state and local tax incentives for businesses relocating to the state of Florida.

GrayRobinson Experience

Hallandale Beach CRA. Since 2011, the Firm serves as General Counsel to the Hallandale Beach CRA and Mr. Zelkowitz has primary responsibility for this representation. Such representation includes all aspects of CRA governance and implementation of redevelopment projects and programs. Mr. Zelkowitz also represented the Hallandale Beach CRA relative to the recent investigation by the Broward County Office of Inspector General (“OIG”) relative to activities which occurred well before his tenure as CRA Attorney. In fact, in its Final Report, the Broward County OIG cited the engagement of a CRA Attorney as one of the positive remedial actions taken by the Hallandale Beach CRA. Current representation includes various redevelopment projects and activities including affordable housing development, loan and grant programs, neighborhood improvement loans and first time homebuyer assistance programs.

\$225/hour; \$150K annual budget
 Daniel A. Rosemond, Executive Director
 400 South Federal Highway
 Second Floor
 Hallandale Beach, FL 33009
 Phone: 954-457-1300

North Miami CRA. Since its creation in 2005, the Firm serves as General Counsel to the North Miami CRA and Mr. Zelkowitz has primary responsibility for this representation. Such representation included preparation of the organizational documents for the North Miami CRA including the resolution providing for its creation and the ordinance establishing the redevelopment trust fund. Mr. Zelkowitz also drafted and negotiated the Interlocal Agreement with Miami-Dade County, which Interlocal Agreement provides the North Miami CRA with the statutory powers to implement its redevelopment plan. Current representation includes various redevelopment projects and activities including rehabilitation and beautification grant programs, single family homeowner rehabilitation loans and first time homebuyer assistance programs.

\$225/\$100k annual budget
 Larry M. Spring, Jr., Executive Director
 776 NE 125 Street
 North Miami, FL 33161
 305-895-9839

Naranja Lakes CRA. Since its creation in 2003, the Firm serves as General Counsel to the Naranja Lakes CRA, which was the first CRA formed by Miami-

Dade County wholly within its unincorporated area. Mr. Zelkowitz is the Firm’s lead attorney for the Naranja Lakes CRA. In this regard, he prepared and negotiated a Redevelopment Agreement between the Naranja Lakes CRA, Miami-Dade County and the developer in connection with a \$20 million infrastructure project to be funded by Miami-Dade County and the Naranja Lakes CRA. The project includes improvements necessary to service the primary redevelopment project including roads, streetscapes, entrance features, public plazas and buildings, as well as water and sewer facilities. Additionally, Mr. Zelkowitz prepared the organizational documents for the Naranja Lakes CRA including its by-laws and an Interlocal Agreement with Miami-Dade County.

\$225/hr; \$25K annual budget
 Jorge Fernandez, Coordinator Community Redevelopment & Municipal Services Division, (305) 375-1543
 111 NW 1st Street
 Suite 2210
 Miami, FL 33128

North Miami Beach CRA. Since 2010, the Firm serves as General Counsel to the North Miami Beach CRA and Mr. Zelkowitz has primary responsibility for this representation. Current representation includes various redevelopment projects and activities including grant programs, as well as matter with Miami-Dade County.

\$200/hr; \$25k annual budget
 Ana Garcia, Executive Director
 NMB City Hall, 4th floor
 17011 NE 19 AVE
 NMB, FL 33162-3100
 Phone: 305-948-2900

City of Miami CRA. The Firm served as Special Counsel to the Miami CRA (both Omni and Southeast Overtown/Park West) and Mr. Zelkowitz had primary responsibility for this representation. Such representation included preparation of sophisticated legal opinions regarding the expenditure of tax increment funds and debt obligations relative to Performing Arts Center, Port of Miami Tunnel Project and Miami Art Museum. Such representation also included participation in the drafting and negotiation of the Global Agreement for the restructuring of the PAC debt, development of the new baseball stadium and the expansion of the CRA redevelopment area and extension of 30 year term.

\$225/hour
Victoria Mendez, City Attorney
444 S.W. 2nd Avenue, Suite 945
Miami, FL 33130
Office 305-416-1800

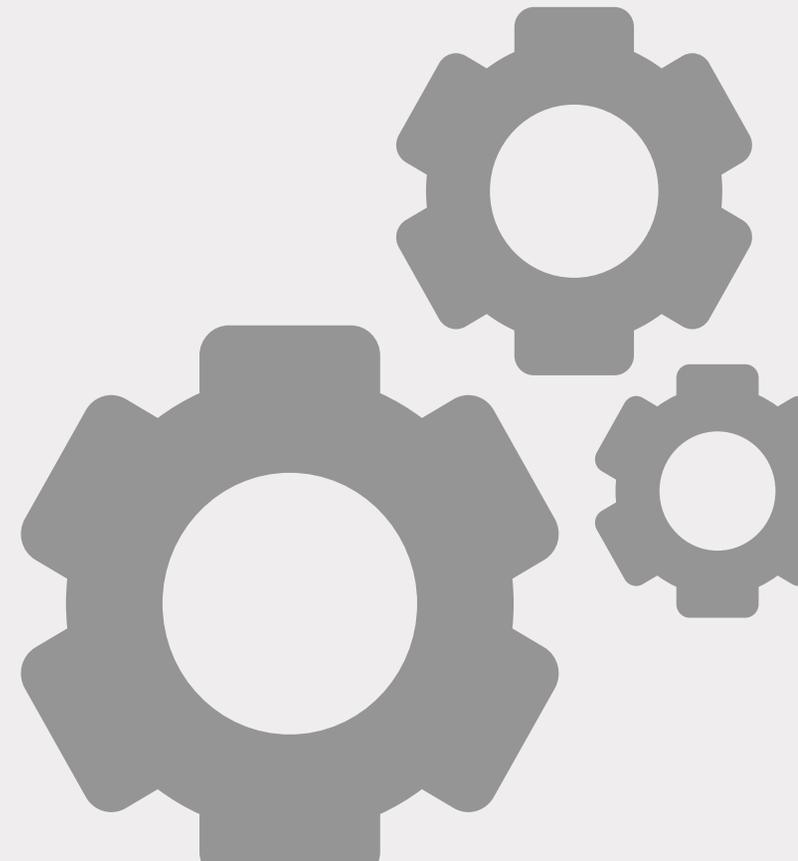
City of Palatka CRA. The Firm served as Special Counsel to the Palatka CRA and Mr. Zelkowitz had primary responsibility for this representation. Such representation focused on the CRA's Riverfront Redevelopment Project. In this regard, Mr. Zelkowitz prepared various Requests for Proposals to solicit a developer for the project as well as preparing the Redevelopment Agreement to be used in connection therewith. This representation also included attending CRA meetings and workshops relative to developer selection and advice as to qualifications and financing.

\$225/hr
Elwin "Woody" Boynton, City Manager
201 N. 2nd St.
Palatka, FL 32177

In addition GrayRobinson provides general representation to the CRAs for the City of Wauchula CRA and City of Fort Meade CRA. Client Information below:

Jessica Newman
CRA Coordinator
107 E. Main Street
Wauchula, FL 33873
Phone: (863) 767-0330

Fred Hilliard
City Manager
8 West Broadway Street
Fort Meade, FL
Phone: 863.285.1100 ext. 232





Office of the Village Manager

September 15, 2016

To: Susan Caljean, Village Clerk

From: Richard J. Reade, Village Manager 

Subject: Employee Committee Members – Consulting Services for Creation of Community Redevelopment Agency – RFQ #2016R-007

Please be advised that I am appointing the following staff members to serve on the Employee Committee for Consulting Services for Creation of Community Redevelopment Agency – RFQ #2016R-007 – to evaluate all of the received proposals and provide a recommendation that will be brought to the Village Council for consideration (expected during the October 13th Council Meeting):

Kim Glas-Castro - Chair
Don W. Bell
David Harden
Rebecca Morse
Don E. Ray

Also, please note that each Committee Member will be responsible for evaluating each proposal in accordance with the evaluation criteria within the RFP (utilizing a scoring sheet developed by the Chair) as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below). Further, from this point forward, please advise each selected Committee Member that they may not have any communications with each other regarding this item outside of a duly noticed public meeting as provided within the state's sunshine law.

1.9 CONE OF SILENCE

A cone of silence is hereby imposed and made applicable to this RFQ and in accordance with the "Palm Beach County Lobbyist Registration Ordinance", a copy of which can be accessed at: www.palmbeachcountyethics.com, is in effect. The Proposer shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this RFQ between any Proposer or Proposer's representative and any Village of Palm Springs employee. The Cone of Silence is in effect as of the issuance of the RFQ. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of

Silence shall terminate at the time that the Village of Palm Springs Council awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process. A Proposer's representative shall include but not be limited to the Proposer's employee, family/friend, partner, officer, director or consultant, lobbyist, or any, actual or potential subcontractor or consultant of the Proposer.



LAND DEVELOPMENT MEMORANDUM

To: Richard J. Reade
Village Manager

From: Kim Glas-Castro, AICP LEED AP
Land Development Director

RE: Selection of Consulting Firm for Creation of CRA (RFQ #2016-R-007)

Date: September 26, 2016

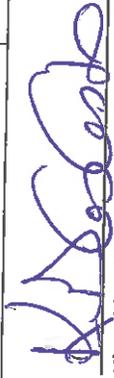
The Selection Committee met on Friday, September 23, 2016 to discuss and evaluate the two proposals received in response to RFQ #2016R-007 for Consulting Services for Creation of a Community Redevelopment Agency.

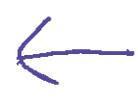
All of the Committee members spoke on the record, and both firms were found to be qualified proposers. Each evaluator's scores, based on the five RFQ criteria, were tabulated for the two firms and RMA was ranked highest.

The consensus of the Committee is to recommend that negotiations be held with RMA for provision of these consulting services.

CRA Consultant - RFQ Response Evaluation Committee Scores

Committee Members	Points Possible	RMA, LLC	Mellgren Planning Group		
Don Ray	100	90	69		
David Harden	100	80	39		
Rebecca Morse	100	93	40		
Don Bell	100	80	50		
Kim Glas-Castro	100	75 55	88 75		
Total Points	500	418 418	283 273		


 Kim Glas-Castro,
 Committee Chair
 Date 9-23-16



Recommendation
 of Committee

* connected after meeting adjourned KGC

Committee Member DONALD W. BELL

Proposing Company REDEVELOPMENT MANAGEMENT ASSOCIATES (RMA)

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	15
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	20
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	15
4. Firm's anticipated approach, scope and timeline to complete the project	20	15
5. Firm's resources, personnel availability and commitment	15	15
Total	100	80

Notes:

Committee Member DONALD W. BELL

Proposing Company THE MELLGAEN PLANNING GROUP

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	10
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	10
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	10
4. Firm's anticipated approach, scope and timeline to complete the project	20	10
5. Firm's resources, personnel availability and commitment	15	10
Total	100	50

Notes:

Committee Member David Nader

Proposing Company RMA

*Copy forward
Kenia
24 Major
Commission
4/12/12 KH
Action 1
Form 4/12/12
5/12/12/12/12*

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	15
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	20
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	15
4. Firm's anticipated approach, scope and timeline to complete the project	20	15
5. Firm's resources, personnel availability and commitment	15	15
Total	100	80

Notes:

Committee Member Sail Nauden

Proposing Company Mellgren

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	5
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	0
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	12
4. Firm's anticipated approach, scope and timeline to complete the project	20	10
5. Firm's resources, personnel availability and commitment	15	12
Total	100	39

Notes:

Exp 3 min
file 8 min

Committee Member Don Ray
Proposing Company RMA, LLC

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	18
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	25
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	15
4. Firm's anticipated approach, scope and timeline to complete the project	20	17
5. Firm's resources, personnel availability and commitment	15	15
Total	100	90

Notes:

Committee Member Don Ray

Proposing Company MELGREN PLANNING GROUP

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	15
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	20
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	10
4. Firm's anticipated approach, scope and timeline to complete the project	20	14
5. Firm's resources, personnel availability and commitment	15	10
Total	100	69

Notes:

Tim & Heather
Smaller Scale / Personal

Committee Member R L Morse

Proposing Company Mellgren Planning Group

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	10
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	15
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	5
4. Firm's anticipated approach, scope and timeline to complete the project	20	5
5. Firm's resources, personnel availability and commitment	15	5
Total	100	40

Notes:

Outsourcing alot of work
forecasting a engineering
shorter timeframe

Committee Member RL Moese

Proposing Company RMA

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	20
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	25
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	15
4. Firm's anticipated approach, scope and timeline to complete the project	20	18
5. Firm's resources, personnel availability and commitment	15	15
Total	100	93

Notes:

Hands-on, Detailed approach
longer timeline

Committee Member RuGles-Castro

Proposing Company MPG

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	20
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	10
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	15
4. Firm's anticipated approach, scope and timeline to complete the project	20	20
5. Firm's resources, personnel availability and commitment	15	10
Total	100	
		75

Notes:

- 1) FON = CRA Plan for Dania - 2008
- 2) PBC → TIF analysis / legal
- * CRA updates / mgmt
- Approach specific to UPS
- Availability described →
- Role described
 - ↳ financial / TIF expert
 - ↳ legal → drafting of interlocal

Committee Member Kim Glas-Castro

Proposing Company RMA

Criteria	Max. Points	Member Score
1. Firm experience the past ten years in creating or expanding Community Redevelopment Agencies ("CRAs") in Florida	20	5
2. Firm experience the past ten years in Palm Beach County in creating or expanding CRAs	30	10
3. Firm's personnel qualifications of key personnel who will be assigned to the project and describing their role	15	15
4. Firm's anticipated approach, scope and timeline to complete the project	20	20
5. Firm's resources, personnel availability and commitment	15	5
Total	100	55

↓
Kindy
disagree to this
5/15/11

Notes:

1) Has not created new CRA in past 10 yrs

2) Has not ~~created~~ expanded CRA in past 10 yrs

* updates to CRA Master Plans

* extension of life of CRA

* CRA mgt / implementation experience

3) Personnel role of each?

4) Approach - generic

Personnel availability not addressed



Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Land Development

ITEM #4: Approve Agreement to Implement Foreclosure Property Registration Process– Community Champions – Best Interest Acquisition

SUMMARY: In July 2016, the Village established Foreclosure Property Registration Program under Section 10-30 of the Village Code (Ordinance 2016-09) in an effort to ensure a clean and safe community as well as to contribute to our economic (re-) development goals. The proposed program was intended to establish a process to monitor and address unsafe conditions (i.e., accumulation of trash, debris, overgrown grass and bushes, unsecured swimming pools, vandalism, potential “squatting”, etc.) on abandoned and distressed properties that have been foreclosed on and are the responsibility of banks, lenders and/or trustees.

The proposed program, which is modeled after other programs within the County, would require the lenders/financial institutions to provide basic maintenance responsibilities to ensure compliance with the Village Code, including: regular inspections, property maintenance and repair and posting of the property with contact information. An annual registration fee would be required until the property is no longer in foreclosure or owned by the lender.

Although it was originally thought that this program could be implemented/handled internally, it has been found that a significant amount of staff resources is being required. As a result, staff is requesting to utilize a Florida based company, Community Champions, to fully implement this program that has been contracted with several municipalities throughout the state (i.e., Greenacres, Wellington, Lake Worth, Jacksonville, Miami, North Miami and Hialeah) as well as Palm Beach County. It should be noted that many local governments have selected this vendor under their sole source provisions within their purchasing codes.

The proposed vendor acknowledges that they have an estimated 80% success rate in obtaining mortgagee registrations by utilizing their proprietary (unique) database that identifies properties within the foreclosure process by cross-referencing the properties with four (4) different sources. As a result, they have identified 344 parcels within the Village that are in a stage of mortgage default (not all of these are vacant or abandoned by the residents).

Further, Community Champions has developed working relationships with various

mainstream financial institutions and maintains a contact list of bank representatives that has helped to facilitate compliance with municipal foreclosure registration requirements. Thus, reducing the Village's time constraints to administer this program and ensuring increased staff productivity and meeting the Village's program goals.

The Village Attorney and the Finance Director have reviewed the sole source letter from Community Champions as well as the selection by other local governments and have determined that the Village may consider approval of this vendor as a best interest acquisition company due to their unique property foreclosure database and relationship with various banks/mortgage companies.

If approved, the Village would accept Community Champions pricing, including all terms, conditions and pricing therein. The term of the agreement would be for two (2) years and may be renewed for an additional (3) three – one (1) years term(s). Additionally, the proposed vendor would receive ½ of each registration fee paid to the Village (or \$100 per property). A registration fee of \$200/year was previously approved in July 2016 (Resolution 2016-63).

Thus, due to the proposed vendor's unique database as well as the reasons outlined above, it is recommended that the Village contract with Community Champions under the Village's Purchasing Code – Section 58-11 Best Interest Acquisitions, that enables the Council to contract for services without utilizing the competitive selection process with at least a four-fifths (4/5) affirmative vote.

The Village Attorney has prepared the proposed Agreement and it has been reviewed by the Land Development Director and the Finance Director.

Although, the Village has not worked with the proposed vendor, staff has received positive references from the Village of Wellington, the City of Jacksonville, the City of Lake Worth and Palm Beach County.

FISCAL IMPACT:

The FY 2017 budget does not include a revenue projection for foreclosure registrations; however, it is believed that the proposed vendor will be more effective in obtaining foreclosure registrations that will result in increased General Fund Revenues.

ATTACHMENTS:

1. Proposed Agreement
2. Sec. 58-11. Best Interest Acquisition – Purchasing Code
3. Sole Source Letter – Community Champions
4. Sole Source Determination – Palm Beach County

**PROPOSED
AGREEMENT BETWEEN THE VILLAGE OF PALM SPRINGS, FLORIDA
AND COMMUNITY CHAMPIONS**

This Agreement is made as of this ___ day of _____ by and between Community Champions Corporation, a Florida Corporation, with offices at 2725 Center Place, Melbourne, FL 32940 (“CHAMPIONS”), and the Village of Palm Springs, Florida, a State of Florida municipal corporation, with an address at 226 Cypress Lane, Palm Springs, Florida 33461 (“VILLAGE”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Ordinance 2016-09, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the Village of Palm Springs and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the Village Council adopted Ordinance “2016-09,” the VILLAGES’ s Property Registration Ordinance (“Ordinance”); and

WHEREAS, pursuant to the Ordinance the VILLAGE desires to enter into this Agreement with CHAMPIONS in order to provide services authorized pursuant to the Ordinance “2016-09,” to register vacant, abandoned, and foreclosed properties so that the Village can properly address violations of the Village’s property maintenance codes (hereinafter “foreclosed property”).

WHEREAS, CHAMPIONS will also provide an electronic registration process that is cost-free and revenue-generating for the VILLAGE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. CHAMPIONS RESPONSIBILITIES.

A. CHAMPIONS will cite the VILLAGE’s Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. CHAMPIONS will electronically provide for registration of foreclosed properties in violation of applicable VILLAGE ordinances.

B. CHAMPIONS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CHAMPIONS will investigate, report, or take corrective measures monthly to update property status

**PROPOSED
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of all foreclosed property electronically registered and in compliance with the relevant VILLAGE ordinances.

C. CHAMPIONS will charge a fee as directed by the VILLAGE to each Registrant to register all mortgagees who comply with the Ordinance (“Registration Fee”). CHAMPIONS shall retain \$100.00 of each collected registration fee and remit the balance to the VILLAGE in consideration of the services provided. CHAMPIONS shall forward payment of the VILLAGE’s portion of the registration fee to the VILLAGE’s Finance Department no later than the 15th day of the following month during the term of this Agreement.

D. CHAMPIONS agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the VILLAGE’s ordinances. The website will direct registrants to the VILLAGE’s website, and further direct traffic, via a hyperlink, to www.VacantRegistry.com. The website found at www.prochamps.com will automatically allow lenders and/or responsible parties to comply with the VILLAGE’s Property Registration Codes.

E. CHAMPIONS, will provide the VILLAGE a website Link agreement if necessary and shall meet all VILLAGE IT security, and anti-viral requirements.

F. CHAMPIONS responsibilities will commence on the effective date of this agreement.

2. Indemnification:

A. CHAMPIONS shall indemnify and save harmless and defend the VILLAGE , its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any alleged action or inaction of CHAMPIONS, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CHAMPIONS and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications

with respect to the services to be provided by CHAMPIONS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification

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provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. CHAMPIONS will indemnify, defend and hold VILLAGE harmless from any and all claims, causes of action or lawsuits alleging any violation of any intellectual property laws, contracts or statutes.

3. **EFFECTIVE DATE and TERM.** The effective date of this Agreement is the date signed. This Agreement will terminate two (2) years from the effective date. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. **TERMINATION.** This Agreement may be terminated by the VILLAGE with or without cause, immediately upon thirty (30) calendar day's written notice. Upon termination by VILLAGE, CHAMPIONS shall cease all work performed and forward to VILLAGE any Registration Fees owed to the VILLAGE within 15 days of the termination.

5. **CONTRACT DOCUMENTS:** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. VILLAGE Ordinance "2016-09," dated: July 14, 2016;

6. **INSURANCE.** CHAMPIONS shall provide and maintain in force at all times during the Agreement with the VILLAGE , such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to Placentia the protection contained in the foregoing indemnification undertaken by CHAMPIONS.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractor's protective liability and personal injury liability.

C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including

owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure VILLAGE the indemnification specified herein.

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E. A Certificate of Insurance acceptable to the VILLAGE shall be provided listing the above coverages and providing 30 days prior written notice to the VILLAGE in the case of cancellation. The VILLAGE shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional. Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be mailed to the VILLAGE's Risk Management Department at the time CHAMPIONS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All information collected by CHAMPIONS from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the VILLAGE, and shall be provided to VILLAGE upon request. CHAMPIONS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CHAMPIONS's endeavors.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. VILLAGE shall have the right to audit the books, records and accounts of CHAMPIONS that are related to this Agreement. CHAMPIONS shall keep, in digital or hard copy format, whichever format CHAMPIONS so chooses, such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CHAMPIONS shall preserve and make available, at reasonable times for examination and audit by the VILLAGE, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CHAMPIONS is notified in writing by the VILLAGE of the need to extend the retention period. Such retention of such records and documents shall be at CHAMPIONS's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the VILLAGE to be applicable to CHAMPIONS's records, CHAMPIONS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CHAMPIONS.

B. In addition, for a period of 6 (six) months following the termination of this agreement, CHAMPIONS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive information in digital or hard copy format, whichever format CHAMPIONS so chooses, relating to matters of continuing significance.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CHAMPIONS is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime

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payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CHAMPIONS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CHAMPIONS's activities and responsibilities hereunder. CHAMPIONS agrees that it is a separate and independent enterprise from the VILLAGE , that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between CHAMPIONS and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CHAMPIONS, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, CHAMPIONS and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: 226 Cypress Lane
Palm Springs, FL 33461
Attention: VILLAGE Manager

CHAMPIONS: David Mulberry, President/CEO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

11. ASSIGNMENT. For purposes of this Agreement, any change of ownership of CHAMPIONS shall constitute an assignment which requires CHAMPIONS to obtain written approval from the VILLAGE in advance of any change in ownership. This Agreement shall run to the VILLAGE and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

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the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14. **LAWS AND ORDINANCES.** CHAMPIONS shall observe all laws and ordinances of the VILLAGE, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, CHAMPIONS shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

16. **WAIVER.** Any failure by VILLAGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and VILLAGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

17. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

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

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if CHAMPIONS does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of CHAMPIONS or keep and maintain public records required by the VILLAGE to perform the service. If CHAMPIONS transfers all public records to the

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VILLAGE upon completion of the Contract, CHAMPIONS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CHAMPIONS keeps and maintains public records upon completion of the Contract, CHAMPIONS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

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

21. ENTIRE AGREEMENT. This Agreement represents the' entire and integrated agreement between the VILLAGE and the CHAMPIONS and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

COMMUNITY CHAMPIONS, INC.

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 Community Champions, 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)



March 23, 2015

To Whom It May Concern:

This letter is written in accordance with the requirements of Florida Statute, Title XIX, Chapter 287, Procurement of Personal Property and Services, Section 287.057(3)(c) ("Florida Statute"), confirming that to the best of our knowledge Community Champions Corporation is the sole provider of the property registration program services that includes, but is not limited to, the identification, notification and enforcement of property registration compliance ("Program") in conjunction with Local Government Ordinances and policy as established. Please accept this letter as a formal request to make this purchase a single-source purchase contract and as justification we provide the following information.

1. Contracting Organization: The contracting organization responsible for this action is Community Champions Corporation, a Florida corporation ("Community Champions").

2. Description Of Services: The purpose of this contract is to establish a process to limit and reduce the risk and deterioration of property located within the community, which property is in mortgage foreclosure, where ownership has been transferred to a lender and/or mortgagee by any legal method or where property is deemed to be vacant or abandoned. This contract further intends to establish a proactive registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance or through abandoned and/or vacated properties which are subject to mortgages that are in default.

3. Authority: The authority permitting the sole sourcing of services is Florida Statute, Title XIX, Chapter 287, Procurement of Personal Property and Services, Section 287.057(3)(c).

4. Applicability Of Authority: Community Champions is the only qualified source that can provide the Program in accordance with Florida Statute and Local Government Ordinances. The Program is the only service that will meet the needs of the community and this service is only available through one (1) source which is Community Champions. Failure to award this contract to Community Champions will leave the community without the required services. It is in the best interest of the community that this contract be awarded to Community Champions.

5. Technical Requirements / Personnel Certification: We hereby certify that any and all technical requirements and certifications are accurate.

6. Contracting Officers Certification: I hereby certify to the best of my knowledge this justification is accurate and complete.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Mulberry", with a long horizontal line extending to the right.

David Mulberry
CEO/President

INTER-OFFICE COMMUNICATION
Palm Beach County

TO: Kathleen Scarlett, Director
Purchasing Dept.

FROM: Rebecca D. Caldwell, Executive Director
Planning, Zoning & Building Dept.

DATE: September 27, 2016

RE: **Request for Sole Source Revenue generating term
contract for Mortgage Foreclosure Registration**

The Planning Zoning & Building Department is requesting a revenue generating term contract with Community Champions in the amount of \$1,600,000 based on the following justification.

Background: Palm Beach County adopted Ordinance 2011-015 Mortgage Foreclosure Registration in FY 2011. This ordinance establishes an abandoned residential and commercial property program to protect residential neighborhoods and commercial districts from becoming blighted through the lack of adequate maintenance and security of abandoned properties within unincorporated Palm Beach County.

PZB evaluated/confirmed that the vendor is Sole Source. Based upon our expertise and a comprehensive search of the market place, Community Champions is the ONLY vendor which meets an essential requirement of the Department and provides the following unique characteristic(s) that, to the best of our knowledge, no other vendor can duplicate.

- Community Champions "Compliance Program" strictly meets PBC ordinance 2011-015 requirements that no other vendor can
- Property registration and correction method is solely monitored and supported for PBC Ordinance 2011-015
- Determines the need for immediate and future "nuisance abatement" action per PBC ordinance 2011-015 requirements
- Other vendors cannot meet the same requirements for PBC ordinance 2011-015

For the above documented reason(s) Planning, Zoning & Building is requesting approval of a Term Contract for this revenue generating service.



Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Public Services

ITEM #5: Approve Change Order #1 to Task Order #146 – Professional Engineering Services – Utility Storage Building Design and Construction Engineering Services – Eckler Engineering

SUMMARY: On February 12, 2015, the Village approved Task Order #146 with Eckler Engineering to serve as the Village's engineering consultant for design and construction engineering services for a new utility storage building to be located at the Village's Main Water Plant in the amount of \$15,000. Funding to support the construction of a new utility storage building was originally approved in the FY 2015 budget.

Subsequently, on February 26, 2016, the Village issued an Invitation to Bid (ITB #2016-001) and received two (2) bids. The low bid of \$280,198 exceeded the \$160,000 budgeted amount (by \$120,000) and Eckler Engineering's construction estimate of \$175,000. As a result, the Public Service department is recommending that significant modifications to the project be completed in order to reduce the overall construction cost.

The original scope of work provided within Task Order #146 included a concrete parking area under an enclosed structure with roll-up garage doors. Many of these features have been determined to not be necessary as this new building is intended to protect sensitive maintenance parts and equipment from the weather and to prolong the service life of our equipment.

The proposed change order would authorize the completion of all engineering services associated with the redesign, permitting, bidding and construction services. The costs to provide these services are as follows:

- . Engineering Design \$10,000 (not-to-exceed)
- . Construction Services \$ 8,400 (not-to-exceed)

Eckler Engineer estimates that the new construction cost for this project will be within the \$160,000 that is funded within the FY 2017 Water and Sewer Budget.

Further, Eckler has committed to completing the design work and permitting for this project within 28 days from the notice of commencement. The project is expected to be

constructed by the summer of 2017.

The proposed change order to Task Order #146 has been prepared by Eckler Engineering and has been reviewed by the Public Service Director, the Assistant Public Service Director and the Village Attorney.

FISCAL IMPACT:

Funding to support the design and construction services for the new utility storage building is available within the FY 2017 Budget – Water and Sewer Fund.

ATTACHMENTS:

1. Proposed Change Order #1 to Task Order #146 - Engineering Design and Construction Services – Utility Storage Building – Eckler Engineering

September 21, 2016
400-000.BD

Mr. David Harden
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Harden:

Reference: Proposal for Engineering Services
Design and Construction Phases for the
Utility Storage Building at the Main Water Treatment Plant - Rebid
Eckler Engineering Task Order No. TBD

The Village of Palm Springs received, opened, and read aloud bids for the Utility Storage Building at the Main Water Treatment Plant on Friday, February 26, 2016. Two bids were received ranging in price from \$280,918 to \$293,560. The apparent low bid exceeded the Village of Palm Springs' project budget by \$120,918. As a result, the Village Public Services staff has determined that the project shall be redesigned and rebid in order to meet the \$160,000 project budget figure. We are in agreement with the Village's direction to re bid this project and recommend that current Task Order No. 146 be closed and replaced with attached revised Task Order No. TBD.

Enclosed are two (2) copies of Task Order No. TBD outlining the engineering services required for the design, permitting, bidding, and engineering services during construction for this project.

Eckler Engineering proposes to provide the redesign services on an hourly rate plus direct expenses basis not to exceed \$10,000 and the services during construction on an hourly rate plus direct expenses basis not to exceed \$8,400 without the prior authorization of the Village Council.

Please review this Task Order and place it on the next Village Council agenda. Please have both copies of this Task Order signed and return one copy to our office for our files.

Eckler Engineering looks forward to the opportunity to provide professional engineering services to the Village of Palm Springs. If you have any questions or require additional information pertaining to this Task Order, please do not hesitate to contact me.

Sincerely,



Douglas K. Hammann, P.E.

Encl.

Y:\Documents\Village\400-000.BD\TO 146R Utility Storage Building - Rebid\001 Harden.wpd



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE TASK ORDER

DATE: September 20, 2016

TASK ORDER NO. _____ FOR CONSULTING SERVICES

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

VILLAGE PROJECT NO. _____ ECKLER ENGINEERING PROJ. NO. _____

PROJECT TITLE Utility Storage Building Main Water Treatment Plant

This Task Order, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 15, 2016 approved via Resolution 2016-25.

I. PROJECT DESCRIPTION

The Village of Palm Springs received bids for this project on February 26, 2016 under Bid No. 2016B-001. Two bids were received and the low apparent bid exceeded the project budgeted amount by \$120,918. Following review of the bids, the Village Public Service staff has determined that the project should be redesigned and rebid in order to meet the \$160,000 project budget figure. The building will still be utilized for storage of utility maintenance equipment and will be a fabricated metal building. The general dimensions of the building will still be 40 feet wide by 120 feet long and will be enclosed on three sides and open on the northwest facing side. To reduce the overall cost of this project, the following significant modifications will be addressed by the redesign/rebid process as follows:

- A. The existing asphalt pavement shall remain in its general condition and configuration within the footprint of the building. Some of the asphalt pavement will be removed in order to complete the foundation work for the proposed building.
- B. The original bid had a monolithic floor slab/foundation for the entire footprint of the building. This will be revised to poured-in-place concrete foundation piers at the building support columns only. The existing asphalt pavement in the area shall remain as the floor of the utility storage building.
- C. Where applicable, the existing asphalt pavement will be patched at the perimeter of the new column foundation piers.

TASK ORDER NO. _____

- D. Gutters and downspouts will be deleted from the design.

II. SCOPE OF SERVICES

- A. Design Phase

The Design Phase will include the following services:

Task D1 - Project Administration/Management

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

Task D2 - Data Evaluation and Preliminary Design

This task is not applicable as the design criteria has already been established.

Task D3 - Preliminary Design Report

This task is not applicable.

Task D4 - Drawings and Engineering

This task consists of the engineering and the development of revised plans necessary to construct this project. The ENGINEER will prepare detailed drawings for the proposed work as discussed in this task order. A tentative list of revised drawings to be prepared for this project are presented in Table 1.

Task D5 - Specification Preparation

1. Prepare revised Standard EJCDC (1996 Edition) Contract Forms, Bidding Documents and Contract Conditions required for this project.
2. Prepare revised technical specifications required for this project in Division 1 through Division 16. These specifications, utilizing the CSI format, will be prepared and will consist of written technical descriptions of materials, equipment and construction systems, standards and workmanship required for this project as developed by ENGINEER. A tentative list of revised specification sections to be prepared for this project is presented in Table 2.

Task D6 - Permit Preparation Assistance

This task is not applicable.

Task D7 - Prepare Opinion(s) of Probable Construction Cost

Prepare the final opinion of probable construction cost for new facilities and improvements proposed under this project.

TASK ORDER NO. _____

Task D8 - Bidding Assistance Services

This task will include work necessary to assist the VILLAGE with the rebidding of the project. This work may include the following:

1. Assist with the coordination of the bidding documents, the advertisement for bids, respond to communications from contractors, and issue addenda information as required.
2. Prepare electronic bid documents for distribution by the Village Clerk's office. Bidding documents shall be in .pdf format on CD.
3. Attend the prebid meeting and prepare/distribute minutes to registered bidding contractors.
4. Attend the bid opening and tabulate the bids provided by interested contractors.

Task D9 - Bid Evaluation and Recommendation of Award Assistance

This task shall consist of the review and evaluation of the bids and the recommendation of a bidder for award of a contract to VILLAGE.

Task D10 - Submit and Review (Quality Control)

The ENGINEER will make the following submittals at various completion levels of this project for the purpose of VILLAGE's review and comment for coordination and quality control. A review meeting will be requested following each submittal to discuss and receive comments from the VILLAGE. The VILLAGE's comments shall be incorporated into revisions prior to the next subsequent quality control submittal. Quality control submittals for this project are anticipated at the following completion levels:

1. 100% Drawings and Specifications.

The ENGINEER will incorporate the agreed-upon revisions made by the VILLAGE.

A total of one (1) teleconference meeting(s) with the VILLAGE is the level of effort for this Task.

B. Construction Phase

Task C1 - Preconstruction Activities Prior to Notice to Proceed

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The ENGINEER will also undertake other preconstruction activities which include attending the preconstruction conference

meeting and assisting the Contractor in finalizing the permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

Task C2 - Consult and Advise

Provide technical advise and assistance to VILLAGE during the construction period and provide necessary interpretations and clarifications of the Contract Documents as required by VILLAGE or Contractor.

Task C3 - Review Shop Drawings

Review Shop Drawings and samples, the results of tests and inspections, and other data submitted by the Contractor in accordance with the Contract Documents. A total of five (5) submittals is the estimated basis for this item's budget.

Task C4 - Review Pay Requests and Schedules

Review monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the ENGINEER prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion.

Task C5 - Perform Periodic and Milestone Inspections

ENGINEER will make periodic site visits at intervals appropriate to the various stages of construction to observe the work, determine conformity with the plans and specifications, and compliance with the construction permits. It is anticipated that there will be a total of two (2) visits.

Perform inspections to determine that the project has achieved substantial completion and readiness for final acceptance and that the work has been completed in general conformance with the Contract Documents to certify completion of construction to permitting agencies, where applicable. Two (2) such site visits are anticipated.

Task C6 - Progress Meetings

This task not required.

Task C7 - Contract Modifications

Develop the necessary data, notes and clarification drawings required to prepare contract modifications to reflect adjustments to the construction project. One (1) contract modification incorporating a total of four (4) items, is the estimated basis for this budget item.

Task C8 - Project Closeout

Review the Contractor's record drawing information which shows the work as it was constructed. Prepare for VILLAGE record drawings and prints showing those changes made during the construction process based upon information provided by the Contractor as follows:

1. ENGINEER shall prepare record drawings based on Contractor's field data.
2. ENGINEER shall submit record documents to VILLAGE.
3. ENGINEER shall attend the final project reconciliation meetings with VILLAGE and the Contractor.

Task C9 - Regulatory Agency Documentation and Project Closeout Submittals

This task is not required.

Task C10 - Special Services

This task shall be addressed as follows:

1. General daily project observation/representation will be provided by VILLAGE.
2. VILLAGE inspectors shall provide daily inspection reports and photographs as work progresses per ENGINEER's format.
3. Coordinate with ENGINEER when ENGINEER's inspections are needed (see Task C5).

III. TIME OF PERFORMANCE

Table 3 provides the preliminary project schedule based on days from receipt of the Notice of Commencement.

IV. PROJECT DELIVERABLES

Project deliverables for the design and construction phases shall be in accordance with Table 4.

V. COMPENSATION

A. Design Phase

1. For services enumerated in Part II. A. - Design Phase, Tasks D1 through D10, the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated May 3, 2016 for

TASK ORDER NO. _____

personnel working directly on the project plus direct expenses in connection therewith, not to exceed \$10,000 without prior Council approval. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

B. Construction Phase

1. For services enumerated in Part II. B. - Construction Phase, Tasks C1 through C10, the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated May 3, 2016 for personnel working directly on the project plus direct expenses in connection therewith, not to exceed \$8,400 without prior Council approval. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

The above fees have been determined in accordance with the scope of work breakdowns attached as Tables 5 and 6.

This Task Order does not include the provision of the following items:

1. Payment of permitting fees.
2. Preparation of easement descriptions and sketches.
3. Easement acquisitions and legal work as required.
4. Special inspection services during construction if requested by Building Official.
5. Landscaping and irrigation system design.
6. Geotechnical services.
7. Surveying services.
8. Electrical design services.
9. Services not specifically indicated in this Task Order.

IV. AGREEMENT REFERENCE

The work authorized under this Task Order shall be performed under the terms and conditions described within the Professional Services Agreement dated April 15, 2016 by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("ENGINEER"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ECKLER ENGINEERING, INC.

VILLAGE OF PALM SPRINGS

By: 

By: _____

Print Name: Donald A. Eckler

Title: President

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

TASK ORDER NO. _____

TABLE 1

**TASK ORDER NUMBER _____
UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT**

TENTATIVE LIST OF DRAWINGS

<u>Drawing Sheet No.</u>	<u>Title</u>
General	
	Cover sheet
G-1	Project Location Map & Index to Drawings
G-2	General Notes, Abbreviations and Symbols
G-3	Design Criteria
Survey	
SUR-1	Site Survey and Soil Boring Locations
Civil	
C-1	Demolition Plan
C-2	Site Plan
C-3	Architectural Building Elevations
CD-1	Standard Details - Civil

TABLE 2
TASK ORDER NUMBER _____
UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT
TENTATIVE LIST OF SPECIFICATIONS

SECTION NO

TITLE

PART 1 BIDDING REQUIREMENTS

- 00030 Invitation to Bid
- 00100 Instructions to Bidders
- 00300 Bid Submission Checklist
- 00310 Bid Form
- 00315 Bidder's Qualification Questionnaire
- 00320 Electronic File(s) Disclaimer
- 00410 Bid Bond
- 00415 Public Entity Crimes
- 00420 Drug-Free Workplace
- 00425 Non-Collusive Affidavit

PART 2 CONTRACT FORMS

- 00500 Agreement
- 00610 Performance Bond
- 00620 Payment Bond

PART 3 CONTRACT CONDITIONS

- 00705 General Conditions
- 00815 Supplementary Conditions

PART 4 SPECIFICATIONS

Division 1 - General Requirements

- 01010 Summary of Work
- 01200 Project Meetings
- 01300 Submittals
- 01500 construction Facilities and Temporary Controls
- 01700 Contract Closeout
- 01720 Project Record Documents

Division 2 - Sitework

- 02072 Demolition
- 02200 Earthwork
- 02500 Restoration and Cleanup

TASK ORDER NO. _____

02510 Asphaltic Pavement and Base

Division 3 - Concrete

03300 Concrete

03600 Grout

Division 4 - 12 - Not Used

Division 13 - Special Construction

13122 Metal Building Systems

Division 14 - 16 - Not Used

PART 5 APPENDICES

Appendix A - Report of Geotechnical Exploration

(Remainder of page left blank intentionally)

TABLE 3

**TASK ORDER NUMBER _____
UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT**

PRELIMINARY PROJECT SCHEDULE

<u>Activity</u>	<u>Duration (Days)</u>	<u>Cumulative Time (Days)</u>
Authorization to Proceed	0	0
Submit Plans and Specifications (100% Submittal)	14	14
Receive VILLAGE Review Comments	7	21
Finalize Contract Documents	7	28
Permitting	0	28
Bidding Coordination	7	35
Bidding and Award	45	80
Construction (Final Completion)	180	260
Project Closeout	14	274

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dates.

(Remainder of page left blank intentionally.)

TASK ORDER NO. _____

TABLE 4

**TASK ORDER NUMBER _____
UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT**

LIST OF PROJECT DELIVERABLES

DESIGN PHASE

- A. 100% Design Submittal
 - 1. One (1) set of 11" x 17" Drawings, 100% complete.
 - 2. One (1) set of Specifications, 100% complete.
 - 3. 100% Completion Estimate of Probable Construction Cost.
- B. Bidding Coordination Submittal
 - 1. One (1) set of 11" x 17" Drawings (Final).
 - 2. One (1) set of Specifications (Final).
 - 3. One (1) Final Completion Estimate of Probable Construction Cost.
 - 4. Ten (10) CD's with bid documents in .pdf format.

BIDDING SERVICES

- A. Pre-Bid
 - 1. Pre-bid Meeting Minutes.
 - 2. Addenda, as required to the VILLAGE and/or Contractors.
- B. Post Bid
 - 1. Bid Tabulation.
 - 2. Recommendation of Award Letter.
 - 3. Contractor Notice of Tentative Award.

CONSTRUCTION PHASE

- A. Pre-Construction

TASK ORDER NO. _____

1. Three (3) sets of 11" x 17" drawings and specifications for CONTRACTOR's use during construction.
 2. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.
 3. Pre-construction conference meeting agenda and minutes.
 4. Three (3) sets of 22" x 34" drawings signed/sealed for CONTRACTOR's Building Permit submittal.
- B. Shop Drawings
1. Copies of accepted and final shop drawings.
- C. Construction Inspection
1. Site visit reports will be provided for each site visit in accordance with Task C5 of this Task Order.
- D. Progress Meetings
1. N/A
- E. Contract Modifications
1. Four (4) copies of all completed contract modifications.
- F. Pay Requests
1. Copies of reviewed and approved partial and final pay request applications.
- G. Record Drawings and Project Closeout
1. Two (2) sets of record drawings.
 2. Two (2) CD's with record drawings in .pdf and ACAD formats.

(Remainder of page left blank intentionally.)

VILLAGE OF PALM SPRINGS

UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT TASK ORDER NO. XXX TABLE 5

DATE: September 20, 2016

I. DESIGN PHASE

	TASK DESCRIPTION	PERSONNEL											
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative	
D1	Project Administration / Management	3											3
D2	Not Used												
D3	Not Used												
D4	Drawings and Engineering		0						13.5				
D5	Specification Preparation		2										4
D6	Not Used												
D7	Final Opinion of Probable Construction Cost					4							
D8	Bidding Assistance Services		12										8
D9	Bid Evaluation and Recommendation of Award Assistance		2										2
D10	Submit and Review (Quality Control)		2										2
D11	Not Used												
D12	Not Used												
Total Hours		3	18	0	0	4	0	0	13.5	0	0	0	19
Rate		\$205.00	\$195.00	\$137.00	\$123.00	\$107.00	\$91.00	\$121.00	\$110.00	\$92.00	\$102.00	\$78.00	
Sub-Total Labor		\$615.00	\$3,510.00	\$0.00	\$0.00	\$428.00	\$0.00	\$0.00	\$1,485.00	\$0.00	\$0.00	\$1,482.00	
TOTAL DESIGN PHASE LABOR												\$7,520.00	

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	3	\$4.50	\$13.50
	Full Size drawings (22"x34")	EA	0	\$10.44	\$0.00
	Specification Booklets	EA	3	\$50.00	\$150.00
	Prepare CD's (Bid Documents)	EA	10	\$10.00	\$100.00
2	PHOTOCOPIES	EA	200	\$0.20	\$40.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	9	\$3.00	\$27.00
	11 X 17 (SET UP)	EA	18	\$3.00	\$54.00
4	TRAVEL				
	MILEAGE	MILE	144	\$0.565	\$81.36
	TOLLS	EA	2	\$3.30	\$6.60
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	0	\$0.00	\$0.00
	STRUCTURAL	LS	1	\$1,650.00	\$1,650.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	HYDROGEOLOGIC	LS	0	\$0.00	\$0.00
	PERMIT FEES	LS	0	\$0.00	\$0.00
SOFT DIGS	LS	0	\$0.00	\$0.00	
TOTAL DESIGN PHASE EXPENSES					\$2,122.46

GRAND TOTAL	\$9,642.00
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USE	\$10,000.00
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VILLAGE OF PALM SPRINGS

UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT TASK ORDER NO. XXX TABLE 6

I. CONSTRUCTION PHASE

DATE: September 20, 2016

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Secretary
C1	Preconstruction Activities Prior to NTP		2									2
C2	Consult and Advise		2									
C3	Review Shop Drawings		2.5			10						4
C4	Review Pay Requests and Schedules		0			6						2
C5	Perform Periodic and Milestone Inspections		0			16						4
C6	Progress meetings											
C7	Contract Modifications		2			2						2
C8	Project Closeout		2			2		4.5				2
C9	Regulatory Agency Documentation and Project Closeout Submittals											
C10	Special Services											
C11	Not Used											
C12	Not Used											
Total Hours		0	10.5	0	0	36	0	0	4.5	0	0	16
Rate		\$205.00	\$195.00	\$137.00	\$123.00	\$107.00	\$91.00	\$121.00	\$110.00	\$92.00	\$102.00	\$78.00
Sub-Total Labor		\$0.00	\$2,047.50	\$0.00	\$0.00	\$3,852.00	\$0.00	\$0.00	\$495.00	\$0.00	\$0.00	\$1,248.00
TOTAL LABOR											\$7,642.50	

II. REIMBURSABLE EXPENSES CONSTRUCTION PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	6	\$4.50	\$27.00
	Full Size Drawings (22" x 34")	EA	3	\$10.44	\$31.32
	Specification Booklets	EA	6	\$45.00	\$270.00
2	PHOTOCOPIES	EA	200	\$0.25	\$50.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	9	\$15.00	\$135.00
	11 X 17 (SET UP)	EA	9	\$3.00	\$27.00
4	TRAVEL				
	MILEAGE	MILE	432	\$0.545	\$235.44
	TOLLS	EA	6	\$3.30	\$19.80
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	0	\$0.00	\$0.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	ARCHITECTURAL	LS	0	\$0.00	\$0.00
	HVAC	LS	0	\$0.00	\$0.00
TOTAL EXPENSES					\$795.56

GRAND TOTAL	\$8,438.06
USE	\$8,400.00



Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Library

ITEM #6: Approve Library Annual Plan of Service - FY 2016-2017

SUMMARY: The Library staff requests approval of the Fiscal Year (FY) 2016-2017 Annual Plan of Service, which is developed to meet the requirements established by the State Library of Florida in order to qualify for State Aid grant funding. This Plan is submitted in November of each year.

By completing this Annual Plan of Service, the Village is expected to receive State Aid Grant funds (approximately \$21,600) to support the programs and services that are offered by the Library within the coming fiscal year.

The Library Board considered the proposed Annual Plan during their September 20, 2016 meeting and recommended approval.

FISCAL IMPACT:

State Aid Grant funding is expected to be received to support Library programs and services.

ATTACHMENTS:

1. Proposed Annual Plan of Service - FY 2016-2017

PALM SPRINGS PUBLIC LIBRARY
ANNUAL PLAN OF SERVICE, 2016-2017
UPDATED SEPTEMBER 2016



Mission Statement

It is the mission of Palm Springs Public Library to provide free library service to the residents of Palm Springs and all municipalities of the Palm Beach County Library Cooperative. We understand the value of the library as the pillar of stability in our community through opportunities of personal and professional improvement as well as engagement through enriching programming.

In order to fulfill this mission, the Palm Springs Public Library will focus on the following key areas:

- The Library will be a COMMUNITY CENTERED ORGANIZATION.
- The Library will be a CENTER OF KNOWLEDGE, EDUCATION AND LIFELONG LEARNING.
- The Library will provide a space and resources to connect with POPULAR CULTURE AND be a CIVIC ENGAGEMENT COMMUNITY CENTER.
- The Library will pursue ways to support E-GOVERNMENT AND ECONOMIC DEVELOPMENT.
- The Library will be a CENTER FOR CHILD AND TEEN LITERACY DEVELOPMENT.
- The Library will pursue activities in order to be a SUSTAINABLE ORGANIZATION.

COMMUNITY CENTERED ORGANIZATION

- The library will continue to provide a high level of customer service to all patrons of the library 2016-2017.
- The library will continue to collaborate with schools and other community organizations and coordinate events such as Read for the Record for the children of Palm Springs 2016-2017.
- The library's website will continue to be a virtual extension providing information and online library services available at all times 2016-2017.
- The library will continue to provide a free public space for research, study, meeting and gathering, and for educational and recreational programs and events 2016-2017.

- The library will continue to provide access to Internet and wireless connection 2016-2017.
- The library will continue to assist the non-English speakers and persons with disabilities in order to ensure our entire community is able to utilize library services 2016-2017.

CENTER OF KNOWLEDGE, EDUCATION AND LIFELONG LEARNING

- The library materials collection will continue to meet the information, education and lifelong learning needs of community members through collections of materials and resources in various formats 2016-2017.
- The library will continue to evaluate its collections to determine strengths and weaknesses and will act on that information to make improvements 2016-2017.
- The library will increase collections of Spanish language materials by purchasing Odilo e-book platform to meet community needs budgeted for 2016-2017.
- The library will offer Spanish book discussion group Tertulias Literarias and Cuentos Spanish Story Time 2016-2017.

POPULAR CULTURE AND CIVIC ENGAGEMENT COMMUNITY CENTER

- The library will function as a community center by providing social, cultural and civic programs such as the new *Cultural Tapestry* series 2016-2017.
- The library will continue to offer a variety of programming for adults such as book discussions, Socrates Café and Adult Coloring to address the intellectual and personal development needs of community adults 2016-2017.
- The library will continue to provide other organizations and groups access to its facilities for cultural presentations and community activities: Folk Club, Garden Club, Bluegrass Jam, and others 2016-2017.
- Library programs will continue to be equally open to all and offered at a variety of times to meet differing community needs 2016-2017.

E-GOVERNMENT AND ECONOMIC DEVELOPMENT

- The library will offer access to technology that connects library patrons to government resources at the city, county, state and federal level 2016-2017.
- The library will pursue staff training in order to assist people with e-government needs 2016-2017.
- The library will continue to support workforce development 2016-2017.

CENTER FOR CHILD AND TEEN LITERACY DEVELOPMENT

- The library will continue to offer materials in current formats and shelved in separate collections for reading, viewing and listening by children and teens 2016-2017.
- The library will continue to provide access to computers with Internet access for the exclusive use of children 2016-2017.
- The library will continue to provide early literacy skills through weekly bilingual Preschool Story Time and other library programs 2016-2017.

- The library will continue to encourage children and teens to develop a love of reading by providing library enrichment and educational activities as well as summer reading programs and services 2016-2017.
- The library will engage teens and provide them with leadership opportunities through the Teen Advisory Board 2016-2017.
- The library will continue to provide a variety of reading skills, language arts and poetry instruction through the “PAWS to Read” and other library programs 2016-2017.
- The library will continue to provide STEAM (Science, technology, engineering, art, math) education through Science Club, upcoming art classes and other programming 2016-2017.
- The library will continue to partner with the Police Athletic/ Activities League Mentoring Program for elementary students and provide a space for the program in the meeting room 2016-2017.

SUSTAINABLE ORGANIZATION

- The Library Director with input from library staff, the Village Manager, the Library Advisory Board, the Village Council and the community will continue to evaluate and improve the library’s strategic and long-term plans 2016-2017.
- The library will continue to be proactive in areas of improvement such as facilities, operations, technology, curriculum, programming and partnerships 2016-2017.
- The library staff, Library Advisory Board, Village Council and Village of Palm Springs Manager and staff will advocate the library to the surrounding community to ensure that community members are aware of the library’s value to them as an integral part of the life of the community 2016-2017.

LIBRARY DIRECTOR

Suvi Manner

LIBRARY BOARD

George Waller

Michelle Dunlap

Paul Harding

Frances Storey

Robin J. Hughes

David Devor

Lenore DiRienzo

**PALM SPRINGS PUBLIC LIBRARY
217 CYPRESS LANE
PALM SPRINGS, FL 33461**



Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Public Services

ITEM #7: Approve Revised Sodium Hypochlorite Purchase Agreement - Piggyback - Public Service Department

SUMMARY: The Public Service Department, throughout the year, has a need to select a vendor to purchase sodium hypochlorite, a disinfectant, which is a requirement of the Village's water treatment process; thus, enabling the Village to provide safe potable (drinking) water to our customers.

To ensure the lowest possible price, the Village, on September 8, 2016, piggybacked off the current City of Stuart's contract awarded to Allied Universal Corporation. Subsequently, the following two (2) relatively minor revisions are requested to be approved to the approved Agreement with Allied Universal:

. Section 5. Compensation to VENDOR.:

The actual compensation per gallon amount is specified by adding the phrase "which is the \$0.568 per gallon, delivered"

. Section 6. Miscellaneous Provisions. 6.10 Effective date and term:

Rather than automatically extending the Contract if approved by the City of Stuart, the Village's Contract may be extended for the same term upon the approval of the Vendor and the Village Manager

If approved with these revisions, the Village would continue to accept Allied Universal Corporation's pricing by piggy-backing off the City of Stuart's contract including all terms, conditions and pricing there in. The initial term of the contract expired on September 30, 2016, and has been extended to September 30, 2017.

The proposed revised Agreement was prepared by the Village Attorney and reviewed by the Public Service Director and the Assistant Public Service Director.

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

FISCAL IMPACT:

Funding to support the purchase under the proposed revised contract is available within the FY 2017 Water & Sewer Enterprise Fund - Chemicals.

ATTACHMENTS:

1. Previously Approved Agreement - Allied Universal Corporation - September 8, 2016
2. Proposed Revised Agreement – Allied Universal Corporation

AGREEMENT FOR THE PURCHASE OF SODIUM HYPOCHLORITE

This Agreement for the purchase of sodium hypochlorite (“Agreement” hereafter) is made as of the _____ day of _____, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Allied Universal Corporation**, 3901 NW 115 Avenue, Miami, FL 33178 a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with sodium hypochlorite; and,

WHEREAS, the City of Stuart awarded a contract for the purchase of sodium hypochlorite (Bid # 2015-293 (“Stuart Contract” hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase of sodium hypochlorite based on the terms and conditions of the Stuart Contract and the pricing contained herein; and,

WHEREAS, the VILLAGE desires to accept VENDOR’s piggy-backing the Stuart Contract including all terms and conditions therein.

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. Stuart Contract. The Stuart Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein and is attached hereto as Exhibit “A”. The VILLAGE shall have all rights, obligations and remedies authorized to all entities using this bid and all associated and applicable Contract/Bid Documents as defined therein. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Co-op Contract.
3. VENDOR’s Proposal. In accordance with the terms and conditions in the Stuart Contract and pricing therein, the VENDOR shall provide sodium hypochlorite as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Stuart Contract.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

- B. This Agreement (including all exhibits);
- C. Stuart Contract including the bid, contract all amendments and exhibits thereto.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Stuart Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the Stuart Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required in Stuart Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach

of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date and term: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Stuart Contract, which is September 30, 2016. The Stuart Contract has 2 one year extension periods. In the event the Stuart Contract is extended for one or both of the one year extension periods then this Agreement shall automatically extend for the same term.
- 6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and

against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Stuart Contract and this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

VENDOR: **ALLIED UNIVERSAL CORPORATION**

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 Allied Universal Corporation, 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: _____

AGREEMENT FOR THE PURCHASE OF SODIUM HYPOCHLORITE

This Agreement for the purchase of sodium hypochlorite ("Agreement" hereafter) is made as of the _____ day of _____, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Allied Universal Corporation**, 3901 NW 115 Avenue, Miami, FL 33178 a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with sodium hypochlorite; and,

WHEREAS, the City of Stuart awarded a contract for the purchase of sodium hypochlorite (Bid # 2015-293 ("Stuart Contract" hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase of sodium hypochlorite based on the terms and conditions of the Stuart Contract and the pricing contained herein; and,

WHEREAS, the VILLAGE desires to accept VENDOR's piggy-backing the Stuart Contract including all terms and conditions therein.

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. Stuart Contract. The Stuart Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein and is attached hereto as Exhibit "A". The VILLAGE shall have all rights, obligations and remedies authorized to all entities using this bid and all associated and applicable Contract/Bid Documents as defined therein. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Co-op Contract.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Stuart Contract and pricing therein, the VENDOR shall provide sodium hypochlorite as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Stuart Contract.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Stuart Contract including the bid, contract all amendments and exhibits thereto.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Stuart Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation per gallon as stated in the Stuart Contract, which is the \$0.568 per gallon, delivered. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 VENDOR shall maintain the insurance as required in Stuart Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be

effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date and term: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Stuart Contract, which is September 30, 2017. In the event the Stuart Contract is extended, this Agreement may be extended for the same term upon the approval of VENDOR and the Village Manager.
- 6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
 - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
 - 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
 - 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
 - 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.
7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and

against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the **VENDOR**, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Stuart Contract and this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

VENDOR: **ALLIED UNIVERSAL CORPORATION**

By: _____
[Signature]

Print Name: Jim Palmer

Title: President / CEO

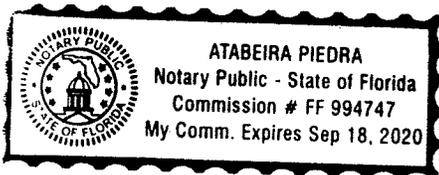
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 30 day of September, 2016 by Jim Palmer, as President/CEO of Allied Universal Corporation, 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

[Signature]
Print Name: Atabeira Piedra
My commission expires: 9/18/20





Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2015

DEPARTMENT: Village Manager's Office

ITEM #8: Approve Memorandum of Understanding - Article 39 - Compensation Plan - Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement

SUMMARY: The Village Council and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) previously approved a three (3) year contract beginning (retroactively) October 1, 2015 and expiring on September 30, 2018. However, this agreement did not include the salary increases for FY 2017 that was previously approved by the Palm Beach County Police Benevolent Association (PBA). In an effort to ensure fairness and consistency with all employees, the same salary increase for FY 2017 was offered to SEIU/FPSU.

As a result, a proposed change to the existing SEIU/FPSU contract includes the following:

Article 39 – Compensation Plan:

All unit members will receive a 2% increase Across the Board and 2% MERIT on their anniversary date with an evaluation score of 28 or above (for non-supervisors) for year two of the contract (beginning 10/1/2016). Passing evaluation scores for supervisors will remain the same (not proposed to be changed).

Note: The proposed salary increase for FY 2017 is identical to the increase that was ratified and accepted by the PBA and included within the Village's approved FY 2017 Annual Budget.

The SEIU/FPSU membership held a vote on Friday, September 28, 2016 that resulted in the ratification of the proposed salary increase language by a unanimous margin of 26 Yes votes and 0 No votes.

The ratification vote and the proposed salary language are memorialized in a proposed Memorandum of Understanding (MOU) that was prepared by the Village Attorney and reviewed by Human Resources and the Village Manager.

If approved by the Village Council, the proposed FY 2017 salary increase will be effective immediately and will be paid out within the 1st payroll check of the new fiscal year.

FISCAL IMPACT:

The impacts related to the proposed salary increase have been included within the approved FY 2017 budget.

ATTACHMENTS:

1. Proposed Memorandum of Understanding - SEIU/FPSU – Article 39 - Compensation Plan
2. SEIU/FPSU Ratification Vote Certification - September 28, 2016

**MEMORANDUM OF UNDERSTANDING PERTAINING TO ALL FULL-TIME
PERSONNEL EMPLOYED BY THE VILLAGE OF PALM SPRINGS AS
EMPLOYEES WITHIN THE PERC CERTIFIED BARGAINING UNIT NUMBER
1202 REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL
UNION/FLORIDA PUBLIC SERVICES UNION**

THE VILLAGE OF PALM SPRINGS, FLORIDA (hereinafter, "the Village"), and **THE SERVICE EMPLOYEES INTERNATIONAL UNION/FLORIDA PUBLIC SERVICES UNION** (hereinafter, "SEIU/FPSU") agree that effective upon ratification, and until midnight, September 30, 2018, the following provisions shall establish the wages, hours, and terms and conditions of employment for the Village's employees governed by the SEIU/FPSU collective bargaining agreement.

1. That this Memorandum of Understanding shall be effective from its ratification through and including September 30, 2018 or the effective date of a successor Collective Bargaining Agreement, whichever is later;
2. That the current Article 39 "Compensation Plan" is hereby replaced in its entirety with the revised Article 39 "Compensation Plan" attached hereto as Exhibit "A"; and,
3. That the Parties have full legal authority to enter into this Memorandum of Understanding.

IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the ____ day of September, 2016.

FOR THE SEIU/FPSU:

FOR THE VILLAGE

_____, President

Richard Reade, Village Manager

THIS MEMORANDUM OF UNDERSTANDING was ratified by the Parties on the last date shown below:

_____, General Counsel

Bev Smith, Mayor

Date: _____

Date: _____

UNION
TAd 9/13/16
JEB 9/13/16

TA
R.R. 9/13/2016
Rich Reade

EXHIBIT "A"

Article 39 Compensation Plan

39.1 Fiscal Year 2015/2016 the merit plan will remain in effect.

39.2 Bargaining Unit members will receive a three percent (3%) Across The Board increase, payable the first pay period of fiscal year 2015/2016.

39.3 In fiscal year 2016/2017, Bargaining Unit members will receive a two percent (2%) Across The Board increase, payable the first pay period of the fiscal year.

39.4 During each year of the agreement, all members shall progress within the merit pay plan in accordance with "Appendix A" attached.

39.5 Promotional increases will become effective the first full pay period following promotional date.

39.6 Fiscal Year 2015/2016, all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total points score of 27 or more on their most recent annual evaluation, issued on or after 10/1/2015, will receive a one percent (1%) merit increase to their base rate of pay. If a score of 26 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 27 is received, a merit raise will not be received that fiscal year. Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total points score of 36 or more on their most recent annual evaluation, issued on or after 10/1/2015, will receive a one percent (1%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

39.7 Fiscal Year 2016/2017, all Bargaining Unit Members who receive the **General Employee Evaluation Form** with a total points score of 28 or more on their most recent annual evaluation, issued on or after 10/1/2016, will receive a two percent (2%) merit increase to their base rate of pay. If a score of 27 is received, the member can appeal (but not grieve) within ten (10) calendar days to their Department Director with the Village Manager being the final decision maker. If a score of less than 28 is received, a merit raise will not be received that fiscal year. Those Bargaining Unit Members who receive the **Supervisor Evaluation Form** with a total points score of 36 or more on their most recent annual evaluation, issued on or after 10/1/2016, will receive a two percent (2%) merit increase to their base rate of pay. If a score of less than 36 is received, a merit raise will not be received that fiscal year. Each merit increase will take effect upon the first full pay period following anniversary date.

39.8 For Fiscal Year 2017/2018, this Article will be reopened for negotiations by both parties.

39.9 For Fiscal Year 2015/2016, employees who are "topped out" (i.e., at the maximum of their pay scales) will receive the full Across the Board/Merit pay increase to their base pay according to the provisions outlined in this Article.

39.10 For Fiscal Year 2016/2017, employees who are "topped out" (i.e., at the maximum of their pay scales) will receive the full Across the Board pay increase to their base pay according to the provisions outlined in this Article. Merit pay will be determined upon the discretion of the Village. The Village will notify the SEIU/FPSU only if merit pay will be available to all "topped out" employees not later than the beginning of the Fiscal Year 2016/2017.

39.11 For Fiscal Year 2015/16 the Village and the Union will adhere to the merit pay agreement as outlined above. The parties agree to meet and negotiate a new evaluation form for all Bargaining Unit members to be effective Fiscal Year ~~2016/2017~~. Notwithstanding Article 39.6 & 39.7 or the provisions of this Article 39, all Bargaining Unit members' pay shall remain frozen at the 9/30/2017 rate until a new merit pay agreement is implemented.

2017/2018

DR

9/13/2016

9/13

9/13/16

Lynette Levy

From: Joseph Brenner <joseph.brenner@seiufpsu.org>
Sent: Wednesday, September 28, 2016 5:38 PM
To: Lynette Levy; Richard J. Reade; johnjbrown2@bellsouth.net; patricia tuminski; thaigr74@att.net; Rodrigo Hidalgo
Subject: SEIU-VPS Ratification Results 9.28.16

Hi Lynette,

Just an FYI... today's contract vote went well and was unanimously ratified by a 26-0 margin.

Thank you to you and Rich for your always spirited discussion and for expediting the meeting room for the vote.

Please let me know if there's anything further you need from the union.

Best,

—
Joey Brenner, Deputy Chief of Staff for Research, Information and Representation Services
SEIU-Florida Public Services Union
joseph.brenner@seiufpsu.org
561-308-1919

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

Whereas, Friends of the Palm Springs Public Library raise money that enables our library to move from good to great - providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year;

Whereas, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others, from ages past to the present;

Whereas, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages, including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services;

Whereas, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, do hereby proclaim October 16-22, 2016, as:

"Friends of Libraries Week in the Village of Palm Springs"

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

Mayor _____

Date October 13, 2016



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Month is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, city government month is a very important opportunity to spread the word to all citizens that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Village encourages all citizens, city government officials, and employees to do everything possible to ensure that this month is recognized and celebrated accordingly.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs do hereby proclaim the month of October 2016 as:

"City Government Month in Palm Springs"

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

Mayor _____

Date October 13, 2016





Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Parks & Recreation

ITEM #11: Presentation of \$50,000 Florida Recreation Development Assistance (FRDAP) Grant Check - Florida Department of Environmental Protection (FDEP) – Foxtail Palm Park (Kirk Road and Park Lane)

SUMMARY: The Village of Palm Springs has received a \$50,000 Florida Recreation Development Assistance (FRDAP) Grant from the Florida Department of Environmental Protection to support the costs associated with Phase I of improvements to develop the new Foxtail Palm park on the property that was dedicated to the Village by Palm Beach County on the northeast corner of Park Lane and Kirk Road.

As a result, Mr. David Dearth, Park Manager – John D. MacArthur State Park, is expected to represent the FDEP and present the Village with a ceremonial check for the proposed new neighborhood park during the October 13th Council Meeting.

On April 14th, 2016, the Village approved utilizing the Palm Beach County Community Development Block Grant (CDBG) in the amount of \$99,365 to fund Phase I upgrades to this park. This project is proposed in the Village's Capital Improvement Program at an estimated total cost of \$149,365 utilizing both of these funding sources.

The proposed park improvements will serve the nearby residents 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. Originally there was a drainage easement placed on the property for future possible widening of Kirk Road, however, the Village has been notified that the County has agreed with our request to remove the easement.

Note: An item has been scheduled to be included on the PBC Commission November 1st Agenda to remove this easement to allow for the development of this parcel as originally intended.

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.

Phase II 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.

FISCAL IMPACT:

The FRDAP Grant will assist in supporting the projected Phase I costs for the development of the Village's new Foxtail Palm Park.

ATTACHMENTS:

1. Preliminary Project Budget Estimates – Foxtail Palm Park
2. Location Map



Village of Palm Springs

Phase 1 – Neighborhood Park Improvements (Unnamed Park @ Park Lane & Kirk Road)

Itemized Budget Estimates

Item	Estimated Cost	Funding Source
Property Survey	\$5,800	CDBG funds
Park Design (professional services)	\$5,000	CDBG funds
Grading and Sitework	\$15,000	FRDAP grant
Construct Parking Area/ADA Walkway	\$25,000	CDBG funds
Install Irrigation and Landscaping	\$15,000	CDBG funds
Procure and Install Shaded Playground Equipment	\$35,000	FRDAP grant
Park Signage	\$1,500	CDBG funds
Seed/sod Affected Area	\$7,500	CDBG funds
Walking Trail around lake	\$7,500	CDBG funds
Split rail fence around lake	\$5,000	CDBG funds
Aeration Fountain in lake (includes power source)	\$7,500	CDBG funds
Site Furnishings (Benches, Garbage Cans, Water Fountains, Dog Waste Stations, etc.)	\$19,565	CDBG funds

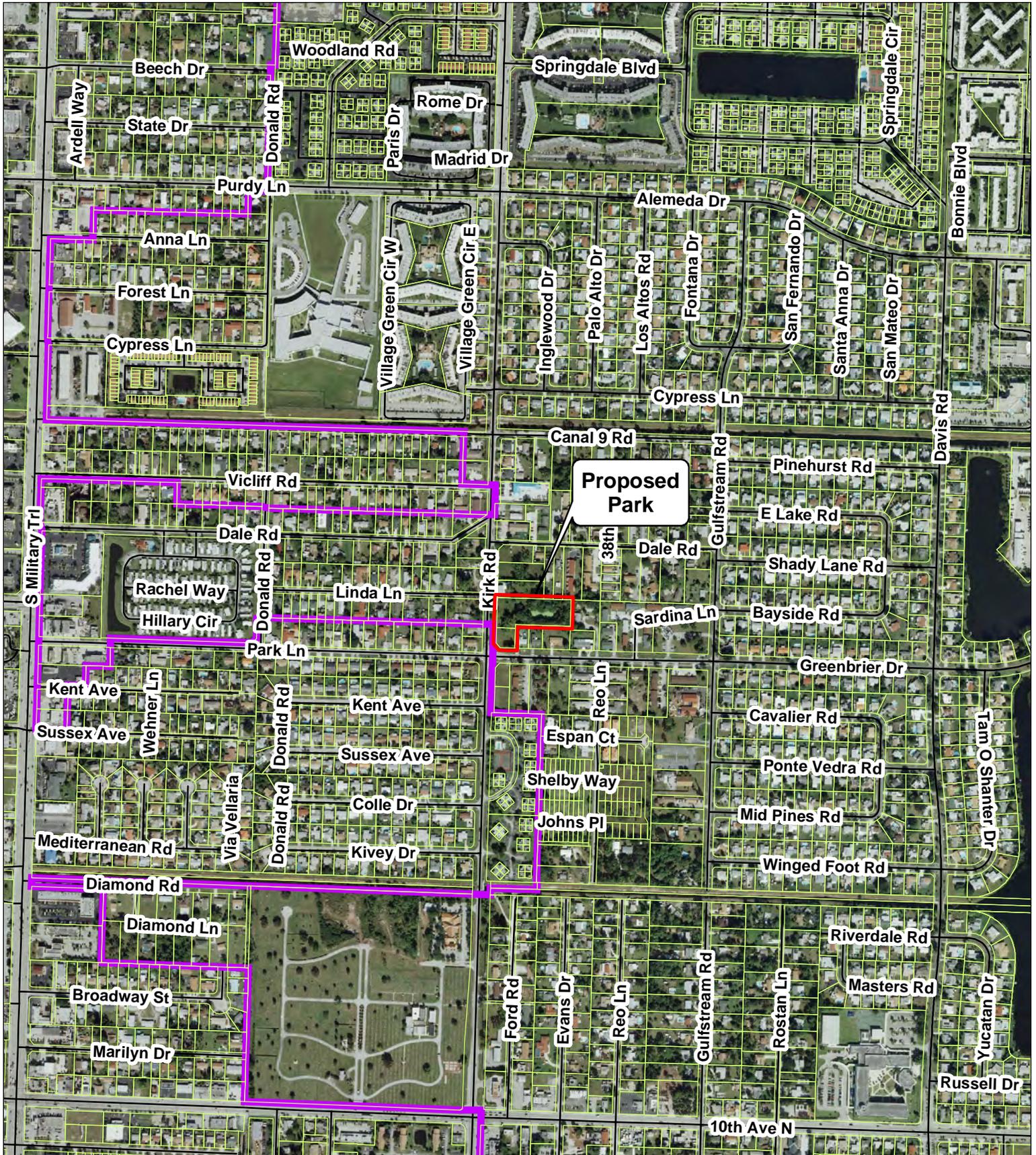
Total = \$ 149,365

PHASE 2 (planned future improvements):

Picnic Pavilion	\$65,000
Picnic Tables and Grills	\$9,365
Parking lot lighting	\$25,000

VILLAGE OF PALM SPRINGS

Proposed Park at Park Lane and Kirk Road



 Village Limits



DATE: 3/30/2016

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

Special Tribute to Palm Beach County Commissioner Shelley Vana

WHEREAS, let it be known that it is a pleasure and privilege to join with the staff and residents of the Village of Palm Springs commending Palm Beach County Commissioner Shelley Vana for her years of dedicated service; and

WHEREAS, we thank Commissioner Vana for her effective leadership, hard work, continued support, and many contributions that will long serve our community; and

WHEREAS, Commissioner Vana was instrumental in the funding for unimproved roadways annexed into the Village, including support for the planned development of Canal 11 Road, the Heart of Palm Beach County Regional Strategic Plan, the continuing development of John Prince Park for community recreational usage, and the release of the drainage easement for our new Fox Tail Palm Park; and

WHEREAS, Commissioner Vana continues to be an advocate the Village of Palm Springs community and Palm Beach County as well. Commissioner Vana assisted in making the Village of Palm Springs a "Great Place to Call Home". The Mayor, Council, and staff wish her well in her future endeavors.

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

Mayor _____

Date October 13, 2016





Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Land Development

ITEM #13: Ordinance 2016-12 - Comprehensive Plan Text Amendment – “College-Hospital Overlay” (CHO) District - South Congress Avenue

SUMMARY: Following the completion of the Congress Avenue Corridor Study, staff has drafted provisions for a new zoning overlay district to encourage re-development near Palm Beach State College and JFK Hospital. As a result, a new College-Hospital Overlay (“CHO”) district is proposed to expand development allowances and flexibility to create value-added opportunities along the south Congress Avenue corridor.

The CHO is established in recognition of the 30,000+ students and 2,500 staff that attend and work at Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility). Both institutions are located along south Congress Avenue and there is a need for retail, restaurants and personal services in proximity to these important institutions.

The proposed Overlay would increase the maximum development potential to thirty-five (35) dwelling units per acre and 1.0 FAR for mixed use projects within the outlined area. This is an increase of 15 du/ac and 0.5 FAR over what is currently permissible. The allowances of the Overlay would only be utilized within a mixed-use planned development that fulfills the objectives of the CHO - to provide retail, restaurant and personal services or housing to support the nearby college and hospital uses.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Land Development Director.

The Land Development Board held a workshop during their June 14th meeting to discuss the proposed Overlay allowances, standards and restrictions. Further, the proposed comprehensive plan language was considered at their July 12th meeting and recommended approval. Additionally, the Board considered requests from two property owners with vacant parcels (Seaglates Investment Company and 3200 Lake Worth Road LLC) to expand the Overlay area to include their properties (located south of Lake Worth Road and north of the L-12 canal) during its August 9th meeting, and recommended approval.

Note: If the proposed expanded area is approved, the amended CHO boundaries would include approximately 21 acres on the north side of the canal, which may also be

developed to support the college and hospital uses.

The Local Planning Agency (LPA) will consider the proposed comprehensive plan amendment during its October 13th meeting, and their recommendation will be provided to the Council prior to 2nd and final reading.

The proposed ordinance was approved on 1st reading during the September 8, 2016 Council Meeting and is being presented for 2nd and final reading following transmittal to the Florida Department of Economic Opportunity (DEO) and State agencies for review.

FISCAL IMPACT:

Increased development entitlements are expected to facilitate re-development and, thereby, increase property values within the area.

ATTACHMENTS:

1. Proposed Ordinance 2016-12 - Comprehensive Plan Amendment – CHO District
2. Proposed FLU Text Amendments
3. State of Florida Agency Review Comments
4. Summary of Changes and Responses to State of Florida Agency Review Comments
5. Requests for Expansion of Overlay Area
6. Data and Analysis & excerpts from the Congress Avenue Corridor Study
7. Map of College-Hospital Overlay Area

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, DIVISION 7 “SUPPLEMENTAL REGULATIONS”, TO ADD A NEW SUBDIVISION X “COLLEGE-HOSPITAL OVERLAY” TO INCLUDE SECTIONS 34-1081 THROUGH 34-1084 ENACTING AREA-SPECIFIC DEVELOPMENT ALLOWANCES FOR THE SOUTH CONGRESS AVENUE CORRIDOR; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs (“Village”) has regulations in place at Chapter 34 of the Village Code of Ordinances regarding development or improvements of land; and

WHEREAS, the Village desires to amend the existing regulations to promote economic (re)development of the South Congress Avenue corridor with a diverse mix of uses that will benefit from the drive-by traffic of Palm Beach State College and JFK Hospital; and

WHEREAS, the Village finds that providing a developer of a mixed-use planned development with additional density/intensity allowances will promote a full complement of uses (housing, shopping, dining and recreation) thereby creating a higher quality environment for students and professors, medical professionals, and visitors along this urban corridor; and

WHEREAS, the Village finds adopting supplemental regulations and development allowances through a zoning overlay serves a valid public purpose.

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 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental Regulations”, is hereby amended to add a new Subdivision X “College-Hospital Overlay” to include Sections 34-1081 through 34-1084 to read as follows:

Sec. 34-1081. – College-Hospital Overlay. This subdivision establishes a zoning overlay to be known as the College-Hospital Overlay (“CHO”), which is applicable to all properties along South Congress Avenue, south of the LWDD L-12 canal, east of Emerald Lakes/Paetzold Drive, and north of the City of Atlantis.

Sec 34-1082. – Purpose and Intent. The intent of the CHO is to provide special development regulations to promote economic (re) development along the South Congress Avenue corridor

due to the unique characteristics, opportunities and threats in the area. Objectives of these special development regulations include:

- a) To implement strategies of the Congress Avenue Corridor Study by promoting redevelopment of South Congress Avenue with high intensity, high density, multi-use development.
- b) To foster a diversity and mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency care facility), and to permit additional development density opportunities suitable to attract a critical mass of housing within proximity of the college and hospital (to serve those uses).
- c) To create a higher quality environment for students and professors, medical professionals, and visitors through an urban corridor that offers a full complement of uses (housing, shopping, dining, and recreation).

Sec. 34-1083. - Applicability. The allowances of the CHO are applicable only to properties designated with the Mixed Use land use category and MU zoning district. At the time of rezoning and site plan approval of the MU planned development, the CHO standards may be utilized by the developer to supplement the standards of the underlying MU district and land development regulations in general.

Sec. 34-1084. – Development Standards. CHO mixed-use projects shall generally conform to the requirements of Subdivision VIII. Deviations from the land development regulations provided through this Overlay include:

- a) A maximum allowable density of thirty-five (35) dwelling units per acre and maximum allowable intensity of 1.0 Floor Area Ratio, subject to:
 1. The proposed uses fulfill the objectives of the CHO; and
 2. The development design provides a compatible transition between the CHO project and the adjacent lower-intensity residential neighborhoods.
- b) A reduction in parking requirements, or use of different parking ratios, in consideration of the demographics of the persons served by the uses in the CHO, and especially the intended residents (students, medical staff, seasonal residents). Dwelling unit bedroom mix, shared parking analyses, and/or other documentation/considerations shall support any parking reductions/variation in parking ratios, which shall be approved as standards of the planned development and based on the mix of uses of the specific project. These deviations are not necessarily transferrable to other properties in the CHO.

Section 3. Codification. This 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 with this Ordinance 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:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ELIZABETH SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, 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

EXHIBIT "A"

***Chapter I
Future Land Use Element
Goal, Objectives, and Policies***

.....

Addition of a new Objective O, and related Policies:

Objective O: A College-Hospital Overlay (“CHO” or “Overlay”) shall be maintained in the Village’s Land Development Regulations in order to implement strategies of the Congress Avenue Corridor Study and promote economic (re)development with high intensity/density value-added development along the corridor.

The CHO is established in recognition of the 30,000+ students and 2500 staff that attend Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both institutions being located along South Congress Avenue and whose employees/clients generate a need for retail, restaurants and personal services in proximity to the campuses.

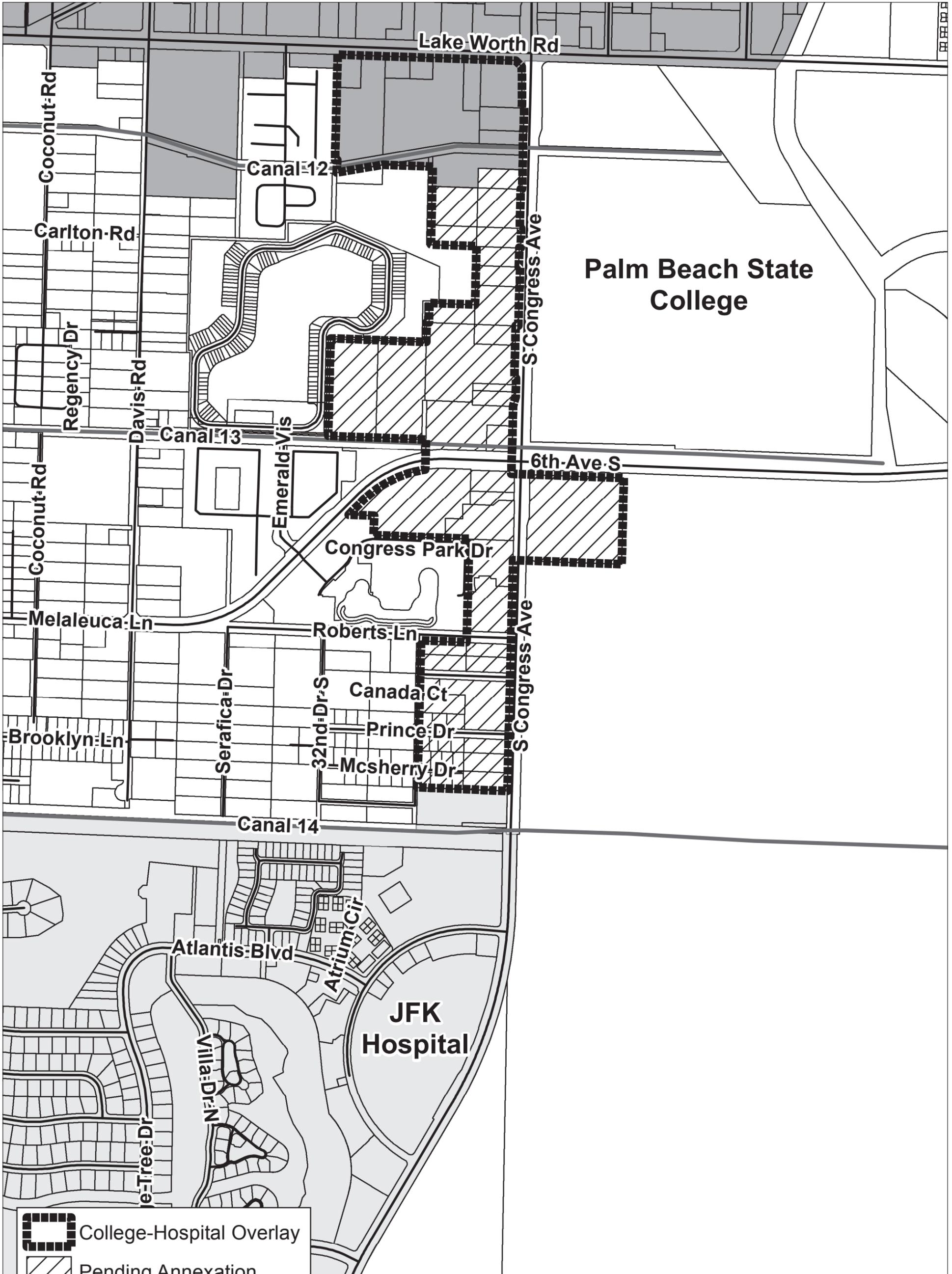
Policy O.1: The allowances of the CHO shall only be applicable to properties along the South Congress Avenue corridor, south of Lake Worth Road, designated with the Mixed Use land use category and Mixed-Use (MU) zoning district that fulfill the objectives of the Overlay. The applicable properties are depicted in the Map O.1.

Policy O.2: The Village shall provide incentives through the CHO to promote a diverse mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency facility), and to attract a critical mass of housing within proximity of and to serve the college and hospital and service-oriented uses.

Policy O.3: Mixed-use planned developments within the CHO that fulfill the objectives of the Overlay shall be allowed a residential density up to 35 dwelling units per acre and nonresidential intensity up to 1.0 FAR.

VILLAGE OF PALM SPRINGS College-Hospital Overlay

Map O.1



- College-Hospital Overlay
- Pending Annexation
- Village Limits
- Atlantis



DATE: 9/20/2016





LAND DEVELOPMENT STAFF REPORT

SUBJECT: Adoption of College-Hospital Overlay – Comprehensive Plan Amendment

Changes to the Proposed Comprehensive Plan Amendment Since Transmittal

At the request of 2 property owners, the boundaries of the CHO have been expanded to include approximately 21 acres on the north side of the L-12 canal, south of Lake Worth Road. The expanded area includes 10 parcels, of which 4 are currently vacant (13.8 acres). The expansion area is currently within the Village limits. A map of the CHO boundaries is included in Policy O.1.

The allowances of the CHO remain unchanged, however the maximum intensity of the High Density Residential land use category has been corrected to 19 du/ac (not 20 du/ac).

Responses to State Agency Review Comments

DOE: Map O.1 has been added to the Future Land Use Element Map series to depict the boundary of the CHO Overlay.

FDOT: The proximity of the Overlay area to the Lantana Airport is noted in the Congress Avenue Corridor study. The Village is aware that further coordination may be required with Department of Airports due to height limitations and use restrictions.

SFWMD: As redevelopment projects take advantage of the allowances afforded by the CHO, the subject property will undergo a land use amendment to change the designation from its current commercial or residential category to Mixed Use land use. The proposed amendment to the Future Land Use Map will include data and analysis including calculations for maximum potential water demands.

Office of Educational Facilities: As redevelopment projects take advantage of the allowances afforded by the CHO, the subject property will undergo a land use amendment to change the designation from its current commercial or residential category to Mixed Use land use. The proposed amendment to the Future Land Use Map will include data and analysis including projections for student populations and potential impacts to public school facilities.

Kimberly K. Glas-Castro

Subject:

FW: Palm Springs Overlay - Seaglades Inclusion +/- 7.20 Acres

On Jul 14, 2016, at 2:16 PM, kpoyner <kpoyner@bellsouth.net> wrote:

Kim,

Thank you for reaching back out to me so quickly. Per our discussion today, you indicated that Seaglades' 7.2 acres was not included in the 60 acre overlay that is currently being proposed, however, you all were considering it being added at the next meeting.

I just wanted to follow up with you and let you know that we would be very interested in being included in this overlay.

Please keep me updated and if you need anything from me don't hesitate to call!

Have a great day!

Kelly E. Poyner

Graham Realty Partners, LLC

Cell 561-722-0551

Fax 561-792-7507

Kimberly K. Glas-Castro

Subject: FW: Hospial - University Overlay

From: Wild West [<mailto:wildwestcabaret@gmail.com>]
Sent: Tuesday, September 20, 2016 11:27 AM
To: Kimberly K. Glas-Castro
Cc: Kevin McGinley
Subject: Re: Hospial - University Overlay

Hi Kim, Yes we would like the property owned by 3200 Lake Worth Road LLC to be included in the CHO overlay.

Thank you,
Chris Marrero
Scores Palm Beach
561-649-2000 ext 301 office
561-818-2136 cell

From: Kevin McGinley [<mailto:lrmi@bellsouth.net>]
Sent: Friday, September 16, 2016 12:25 PM
To: 'Chris Marrero'
Cc: Kimberly K. Glas-Castro
Subject: Hospial - University Overlay

Please send email to Kim –Glas Castro (and copy me) acknowledging your willingness to be included in the overlay. Kim confirmed to me that you will not be obligated to conform to the overlay standards; it's just an option for future development.

Kglas-castro@vpsfl.org

Kevin McGinley
Land Research Management, Inc.
2240 Palm Beach Lakes Blvd.#103
West Palm Beach, FL 33409
(561) 686-2481

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 7C7

From: Staff

Date: September 16, 2016 Council Meeting

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Village of Palm Springs Comprehensive Plan
Amendment No. 16-1ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, requires that the regional planning council review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Village of Palm Springs contains a text amendment to the Future Land Use Element of the comprehensive plan. This report includes a summary of the proposed amendment and Council comments.

Summary of Proposed Amendment

The proposed amendment adds new Objective O and Policies O.1 – O.3 to the Future Land Use Element of the comprehensive plan to create the College-Hospital Overlay (CHO) district. The purpose of the CHO is to expand development allowances and flexibility along South Congress Avenue in proximity to Palm Beach State College and JFK Hospital in recognition of the commuters travelling to these institutions. The overlay implements strategies of the Congress Avenue Corridor Study by promoting redevelopment of South Congress Avenue with high intensity, high density, multi-use development. The objectives are to foster a diversity and mix of restaurants, retail, offices, and other commercial uses that benefit Palm Beach State College and JFK Hospital; permit additional development density opportunities suitable to attract a critical mass of housing within proximity of the college and hospital; and create a higher quality environment for students and professors, medical professionals, and visitors through an urban corridor that offers a full complement of uses.

The CHO district is bordered on the north by L-12 Canal and on the south by the City of Atlantis. The district consists of approximately 55 acres. The district currently is an unincorporated area that the village is in the process of annexing. Upon annexation, the properties will be designated with a village land use designation of Commercial or Residential High, depending on the current use. The provisions of the CHO will only become applicable when a property owner petitions for a future land use map amendment to change to a Mixed Use designation.

The proposed overlay would increase the maximum development potential to 35 dwelling units per acre (du/ac) and 1.0 floor area ratio (FAR) for mixed-use projects within the district. This is an increase of 15 du/ac and 0.5 FAR over what is currently permissible. The allowances of the overlay would only be utilized within a mixed-use planned development that fulfills the objectives of the CHO to provide retail, restaurant, personal services, or housing to support the nearby college and hospital uses. The increase in development entitlements is expected to facilitate redevelopment and increase property values within the area.

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

The village circulated the amendments through the Intergovernmental Plan Amendment Review Committee process on July 22, 2016. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

Recommendation

Council should approve this report and authorize its transmittal to the Village of Palm Springs and the Florida Department of Economic Opportunity.

Attachments

List of Exhibits

Exhibit

- 1 General Location Map
- 2 New Text to be added to the Future Land Use Element
- 3 College-Hospital Overlay Map

Exhibit 1 General Location Map

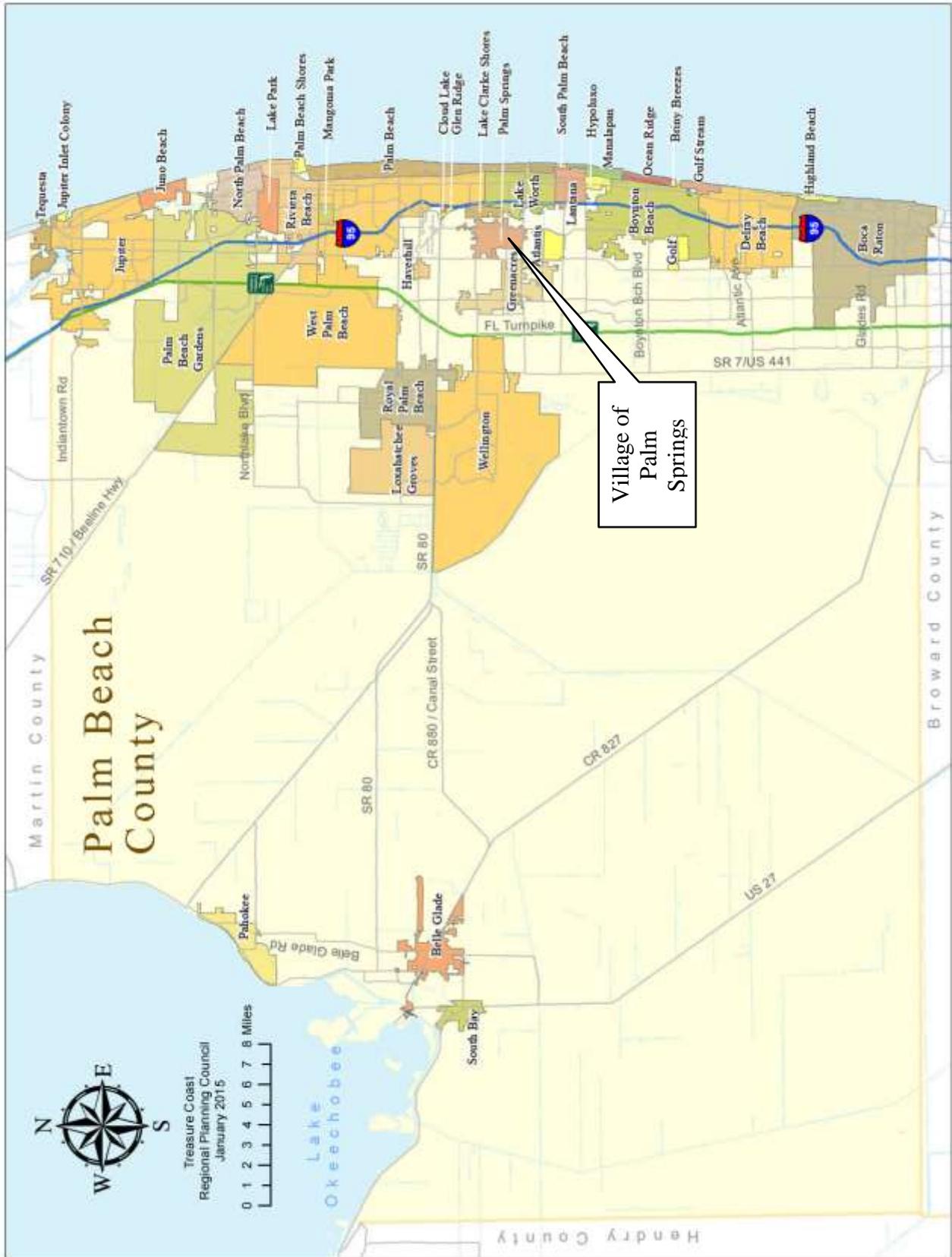


Exhibit 2

New Text to be Added to the Future Land Use Element

Chapter I
Future Land Use Element
Goal, Objectives, and Policies

.....

Addition of a new Objective O, and related Policies:

Objective O: A College-Hospital Overlay (“CHO” or “Overlay”) shall be maintained in the Village’s Land Development Regulations in order to implement strategies of the Congress Avenue Corridor Study and promote economic (re)development with high intensity/density value-added development along the corridor.

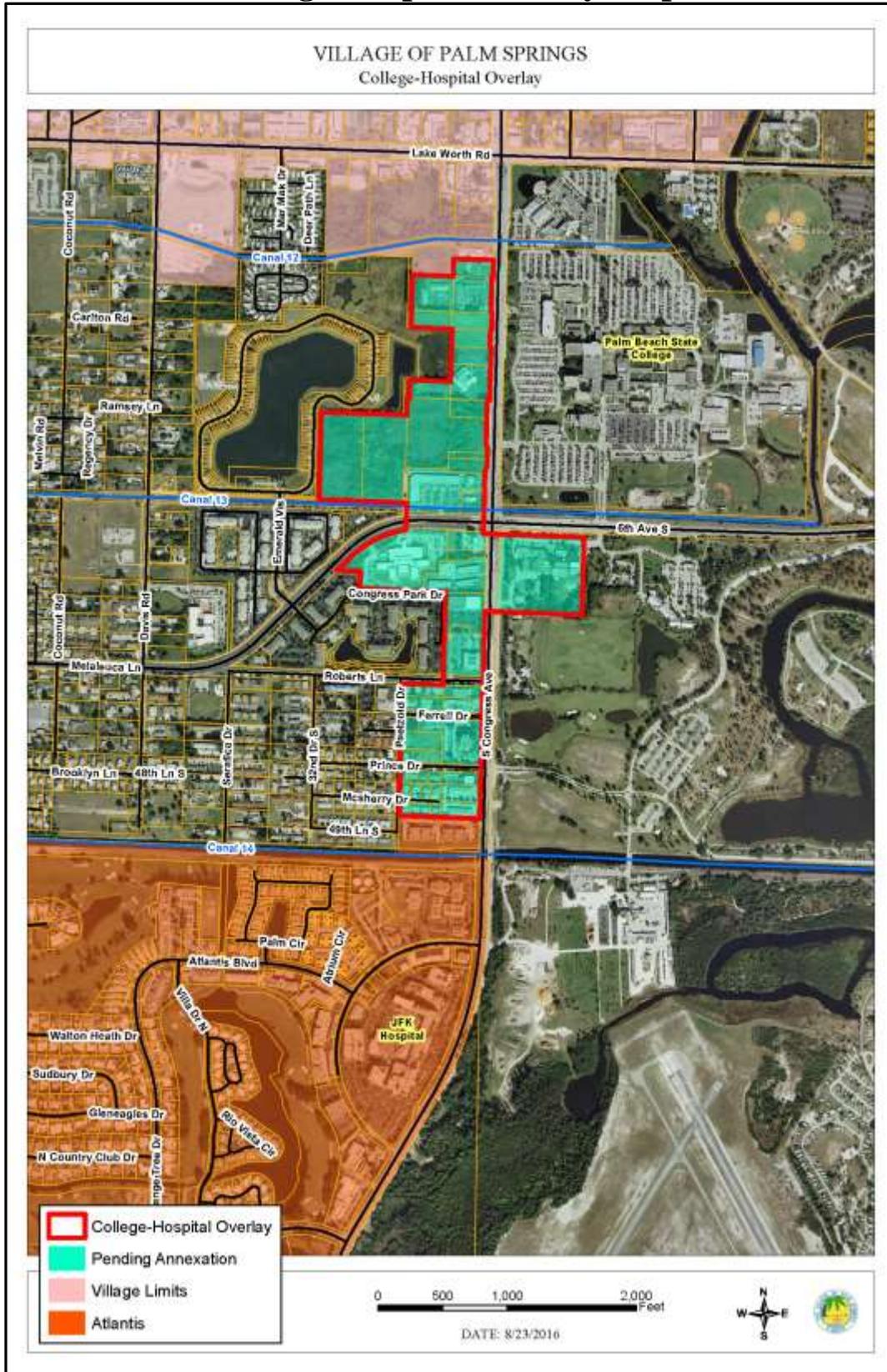
The CHO is established in recognition of the 30,000+ students and 2500 staff that attend Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both institutions being located along South Congress Avenue and whose employees/clients generate a need for retail, restaurants and personal services in proximity to the campuses.

Policy O.1: The allowances of the CHO shall only be applicable to properties along the South Congress Avenue corridor, south of the LWDD L-12 canal, designated with the Mixed Use land use category and Mixed-Use (MU) zoning district that fulfill the objectives of the Overlay.

Policy O.2: The Village shall provide incentives through the CHO to promote a diverse mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency facility), and to attract a critical mass of housing within proximity of and to serve the college and hospital and service-oriented uses.

Policy O.3: Mixed-use planned developments within the CHO that fulfill the objectives of the Overlay shall be allowed a residential density up to 35 dwelling units per acre and nonresidential intensity up to 1.0 FAR.

Exhibit 3 College-Hospital Overlay Map



Kimberly K. Glas-Castro

From: Hymowitz, Larry <Larry.Hymowitz@dot.state.fl.us>
Sent: Thursday, September 01, 2016 5:04 PM
To: DCPexternalagencycomments; Kimberly K. Glas-Castro
Cc: Bush, Lois; Smith, Dennis; Biblo, Adam; McDermott, Laurie; Gary Sypek; Li, Shi-Chiang; Smith, Dennis; Dykstra, Lisa
Subject: Village of Palm Springs 16-1ESR - FDOT District Four Review

I am writing to advise you that the Department will not be issuing formal comments for the proposed Village of Palm Springs comprehensive plan amendment with DEO reference number 16-1ESR.

The Department would like to offer technical assistance comments regarding the proposed College-Hospital Overlay.

The area along Congress Avenue that is subject to the proposed College-Hospital Overlay is within close proximity to the Lantana Airport (A.K.A. Palm Beach County Park Airport) and may be subject to potential land use and noise incompatibility. Noise disclosures and sound insulation techniques such as acoustical doors, windows and insulation may be options to minimize the potential for disruptions to airport operations and noise impacts to sensitive land uses. The Village should also be aware of the requirement that no educational facility, including Limited or General Day Care, or a public or private school, be permitted within an area that extends five statute miles in a direct line along the centerline of a runway and which has a width of the length of 1/2 the runway. Height limitations may apply within the glide slope of the runway.

For more information on airport height limitations and land use and noise compatibility, please contact Mr. Gary M. Sypek, Director of Airport Planning for the Palm Beach County Department of Airports. He can be reached at 561-471-7474.

The Department requests one copy, which may be on CD ROM in Portable Document Format (PDF), of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents. Please ensure that Department comments are made part of the public record and available to Village officials.

Please don't hesitate to contact me if you have any questions.

Thank you.

Larry Hymowitz
Planning Specialist – Policy Planning & Growth Management
Planning & Environmental Management - FDOT District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4663; Fax: (954) 677-7892
larry.hymowitz@dot.state.fl.us

Kimberly K. Glas-Castro

From: Oblaczynski, Deborah <doblaczy@sfwmd.gov>
Sent: Monday, August 29, 2016 9:20 AM
To: Susan M. Caljean
Cc: Adam Antony Biblo (adam.biblo@deo.myflorida.com); Michael J Busha (mbusha@tcrpc.org); Ray Eubanks (DCPexternalagencycomments@deo.myflorida.com); Kimberly K. Glas-Castro
Subject: Village of Palm Springs, DEO #16-1ESR Comments on Proposed Comprehensive Plan Amendment Package

Dear Ms. Caljean:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from the Village of Palm Springs. The amendment establishes the College-Hospital Overlay in the Congress Avenue corridor. The proposed changes do not appear to adversely impact the water resources in this area. The District offers the following recommendation for consideration prior to adopting the amendment:

- Please provide in the amendment's data and analysis, calculations for the maximum potential water demands. Include the potential water demands for the current and proposed future land use designations including, the potential increase in intensity/density allowed by the proposed College-Hospital Overlay.

The District offers technical assistance to the Village in developing sound, sustainable solutions to meet the Village's future water supply needs and to protect the region's water resources. Please forward a copy of the adopted amendments to the District. Please contact me if you need assistance or additional information.

Sincerely,

Deb Oblaczynski
Policy & Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
(561) 682-2544 or doblaczy@sfwmd.gov

Kimberly K. Glas-Castro

Subject: FW: Village of Palm Springs Comprehensive Plan Amendment

From: Suber, Tracy [<mailto:Tracy.Suber@fldoe.org>]
Sent: Friday, August 05, 2016 4:14 PM
To: Susan M. Caljean
Cc: Angela Usher; DCPexternalagencycomments; adam.biblo@deo.myflorida.com
Subject: RE: Village of Palm Springs Comprehensive Plan Amendment

Dear Ms. Caljean –

Thank you for the opportunity to review the Village of Palm Springs' proposed 16-1 ESR amendment package, which the Florida Department of Education (FDOE) received on August 1, 2016. According to the department's responsibilities under Section 163.3184(3), Florida Statutes, I reviewed the amendment considering provisions of Chapter 163, Part II, F.S., and to determine whether the proposal, if adopted, would have the potential to create adverse effects on public school facilities.

The amendment proposes to create the "College-Hospital Overlay" in an approximately 55-acre area which, based on a review of aerial imagery, appears to be substantially built out. Proposed Future Land Use Element policy O.3 would permit maximum of 35 dwelling units per acre within mixed-use planned developments. As the area is redeveloped, the proposed residential density will potentially generate hundreds of new residential units and therefore will impact on the Palm Beach County public school system.

The transmittal package did not document prior coordination with the School District of Palm Beach County pursuant to Interlocal Agreement for Coordinated Planning and sections 163.3174(1) and 163.31777, F.S. Given this, I requested comment from the school district, which Angela Usher provided on August 4, 2016. In her response, she noted that the amendment appears to have the potential to significantly impact public school facilities, but acknowledges that because the area is essentially built-out, the impacts can be addressed through future coordination pursuant to the interlocal agreement as specific redevelopment proposals are advanced.

As I understand the interlocal agreement, at least 30 days prior to the transmittal hearing, the school district will request the applicant to submit application for School Capacity Availability Determination (SCAD) approval for any of the following that will generate new residential units: future land use map/text amendment, re-zoning and/or development order. Please note that if the proposed amendment or rezoning negatively impact the public school system, the school district may recommend reasonable conditions to mitigate such impacts, and these conditions shall be included in the local government's staff report or equivalent document to be considered by the Local Government in reviewing the proposed amendment or rezoning.

Because the area is essentially built-out and the school district staff have indicated that the impacts of future residential development proposals can be addressed through coordination pursuant to the interlocal agreement, I offer no comment on the proposed amendment.

Again, thank you for the opportunity to review and comment. If you have questions about this letter, or if I may be of assistance, please contact me at 850-245-9312 or Tracy.Suber@fldoe.org.

Sincerely,
Tracy Suber

Tracy D. Suber
Growth Management and Facilities Policy Liaison
Office of Educational Facilities
325 West Gaines Street, Suite 1014, Tallahassee, Florida 32399-0400
850-245-9312 Office



From: Susan M. Caljean [<mailto:scaljean@vpsfl.org>]
Sent: Monday, August 01, 2016 2:10 PM
To: ray.eubanks@deo.myflorida.com; Suber, Tracy; Plan.Review@dep.state.fl.us; Deena.Woodward@DOS.MYFlorida.com
Cc: stacy.miller@dot.state.fl.us; mbusha@tcrpc.org; tmanning@sfwmd.gov
Subject: Village of Palm Springs Comprehensive Plan Amendment

Dear Mr. Eubanks,

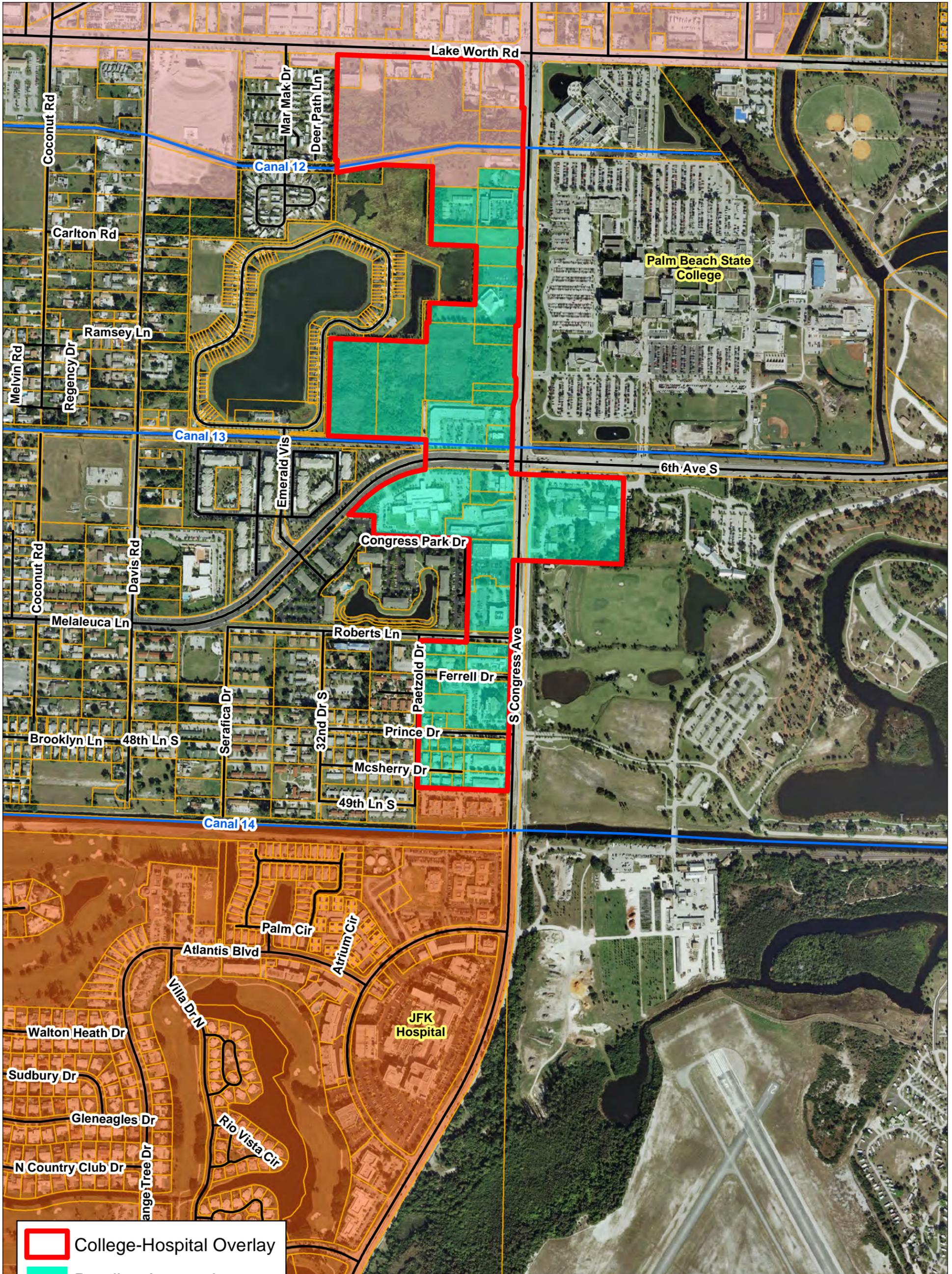
Please see attached. Hard copy to follow in mail.

If anyone needs a hard copy via mail please email your request. Thank you in advance.

Susan Caljean, CMC
Village Clerk
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
561-434-5084

VILLAGE OF PALM SPRINGS

College-Hospital Overlay



-  College-Hospital Overlay
-  Pending Annexation
-  Village Limits
-  Atlantis



DATE: 7/19/2016



updated

SOUTH CONGRESS AVENUE College-Hospital Overlay

Note: Overlay zoning districts are superimposed over portions of one or more underlying base zoning districts (and planned developments) with the intent of supplementing generally applicable development regulations with additional development regulations that address special area-specific conditions, features, or plans while maintaining the character and purposes of the underlying zoning districts. Some overlay zoning districts include standards that modify or supersede standards applied by the underlying base zoning district.

The College-Hospital Overlay is proposed in recognition of the 30,000+ students and 2500 staff that attend the Lake Worth campus of Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both institutions being located along South Congress Avenue and whose employees/clients generate a need for retail, restaurants and personal services in proximity to the campuses. These uses contribute to 2,668 and 2,929 peak hour trips in the AM and PM between JFK Drive and 6th Avenue South¹, respectively, on this 6-lane divided arterial with a LOS capacity of 2,940 peak hour trips. And similarly contribute to the 2,528 AM and 2,882 PM peak hour trips between 6th Avenue South and Lake Worth Road².

Purpose: The purpose of the College-Hospital Overlay (“CHO” or “Overlay”) is to implement strategies of the Congress Avenue Corridor Study by promoting redevelopment of South Congress Avenue with high intensity, high density, multi-use development. One objective is to foster a diversity and mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College and JFK Hospital, and to permit additional development density opportunities suitable to attract a critical mass of housing within proximity of the college and hospital (to serve those uses). And a second objective is to create a higher quality environment for students and professors, medical professionals, and visitors through an urban corridor that offers a full complement of uses (housing, shopping, dining, and recreation).

Area: The Overlay Zone is bordered on the north by Lake Worth Road I-12 Canal, on the south by the City of Atlantis, on the east by Congress Avenue, and on the west by Mar-Mak Mobile Home Park/Emerald Lakes/Paetzold Drive, and consists of approximately 55 acres.

Density/Intensity: For new development, the maximum allowable density shall be thirty-five (35) dwelling units per acre and the maximum allowable intensity shall be 1.0 Floor Area Ratio, when rezoned to Mixed-Use (MU) and designed as a planned development that fulfills the intent of the overlay. These standards apply to lands classified Mixed Use by the Future Land Use Map, and replace or supplement those standards applicable to the underlying base land

¹ Palm Beach County Traffic Engineering – 2016 Peak Hour Counts, 6/16/16

² Palm Beach County Traffic Engineering – 2015 Peak Hour Counts, 1/27/16

updated

development district through approval of a mixed-use planned development (MU) per Subdivision VIII. See attached chart comparing mixed use density/intensity allowances of various cities.

Compatibility: Any project proposed under the CHO allowances shall be required to incorporate development design that provides a compatible transition between the overlay area and the adjacent lower-intensity residential neighborhoods.

Modified Development Standards: Performance standards and flexibility offered through waiver allowances of the MU district are applicable to all proposed developments that benefit from/utilize the additional density and intensity afforded by this Overlay.

Parking: In consideration of the demographics of the persons served by the uses in the Overlay, and especially the intended residents (students, medical staff, seasonal residents), a reduction in parking requirements, or use of different parking ratios, is warranted. Dwelling unit bedroom mix, shared parking analyses, and/or other documentation/considerations shall support any parking reductions/variation in parking ratios, which shall be approved as standards of the planned development and based on the mix of uses of the specific project. These deviations are not necessarily transferrable to other properties in the Overlay.

**** NOTE:** *The delineated CHO district is currently unincorporated area that the Village is in the process of annexing. It is currently within the County's Urban Redevelopment Area (URA) and designated as Urban Infill. The URA has unlimited residential density and nonresidential floor area. It is capped only by the allocations within the TCEA. The proposed allowances of the CHO are less intense than those currently allowed by the County.*

Upon annexation, the properties will be designated with a Village land use designation of Commercial or Residential High, depending on the current use. The provisions of the CHO will only become applicable when the property owner petitions for a future land use map amendment to change to Mixed Use land use. At this time, the impacts of the proposed mixed use planned development will be fully analyzed.

updated

COMPARISON

	Residential Potential	Commercial Potential	Redevelopment Potential
Existing RM (with RH land use)	19 du/ac on 7.08 acres	--	134 units
Existing CG (with commercial land use)	--	.5 FAR on 48.22 acres	1.05 million s.f. nonresidential
Existing MU (with RH and Commercial land uses)	19 du/ac on 55 acres	.5 FAR on 55 acres	1045 units 1.2 million s.f. nonresidential
MU (with RH and Commercial land uses) + Proposed Overlay	35 du/ac on 55 acres	1.0 FAR on 55 acres	1925 units 2.4 million s.f. nonresidential

updated

Site-Specific Example:

18.09 acres (10.27 ac res + 7.82 ac com)

Under existing allowances:

With Vertical Integration: 343 units + 395,000 s.f. commercial uses

With Horizontal Mix: 195 units + 170,243 s.f. commercial uses

Under proposed overlay:

With Vertical Integration: 633 units + 788,000 s.f. commercial uses

With Horizontal Mix: 359 units + 340,486 s.f. commercial uses

updated

Impact Analysis

10 Acres Commercial vs. 10 Acres Mixed-Use with CHO Overlay Allowances

Land Use	Maximum Intensity	Traffic Generation ³	Potable Water ⁴	Sanitary Sewer ⁵	Solid Waste ⁶	Parks ⁷
Existing Improvements	41,260 SF commercial uses + 7 acres vacant	350	6601 gpd	4126 gpd	1919 lb/day	-
Existing Commercial Land Use (10 acres)	217,800 s.f. commercial uses	1049	34,848 gpd	21,780 gpd	10,128 lb/day	-
Proposed Mixed Use/CHO	350 dwelling units + 534,600 s.f. commercial uses	4225	158,301 gpd	140,960 gpd	28,114 lb/day	0.175 acres
	Difference	+3176 trips	+154,817 gpd	+119,180 gpd	+17,986 lb/day	+0.175 acres

³ Average Daily Traffic, no capture/internalization assumed

⁴ Nonresidential= 0.16/s.f.; MF Residential=110/capita; 1.89ppu

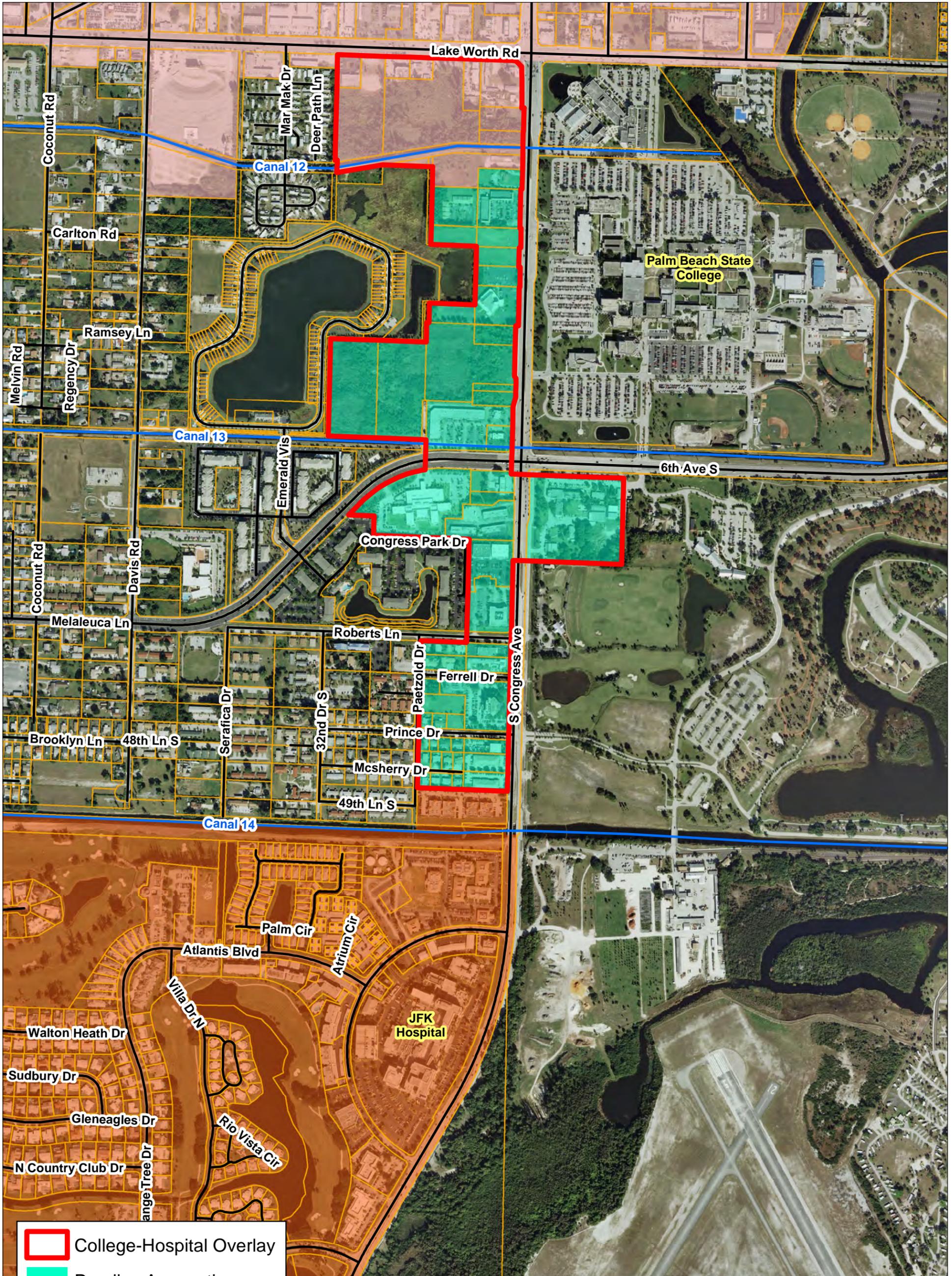
⁵ Nonresidential=100gal/1000s.f.; MF Residential=250/unit

⁶ Residential=4.92 lbs/capital/day; 1.89ppu; Nonresidential=.5 ERU/100sf=4.65lbs/100sf

⁷ 5 acres neighborhood park/10,000 persons

VILLAGE OF PALM SPRINGS

College-Hospital Overlay



-  College-Hospital Overlay
-  Pending Annexation
-  Village Limits
-  Atlantis



DATE: 7/19/2016





Village of Palm Springs

Executive Brief

AGENDA DATE: February 11, 2016

DEPARTMENT: Land Development

ITEM # : Congress Avenue Corridor Study - Phase 1 - Existing Characteristics Analysis & Benefits/Risks Assessment

SUMMARY: The Land Development Department staff is completing Phase 1 of the Congress Avenue Corridor Study in an effort to develop economic (re)development strategies that are specific to the abutting and adjacent properties. Proposed strategies are expected to consider and incorporate the area's/property's unique characteristics, opportunities or threats. With input from the Land Development Board, the corridor has been divided into three (3) segments:

North:	Southern Blvd south to Forest Hill Boulevard
Central:	Forest Hill Boulevard south to 2 nd Avenue North
South:	L-12 south to Atlantis limits

Note: The study was separated into three (3) sections as each sub-area may warrant different development policies based on the characteristics and needs of each segment of the Congress Avenue corridor.

Staff has conducted an initial analysis of the existing uses and evaluated the redevelopment potential along this heavily traveled north-south corridor, which included data collection and "stakeholder interviews" with property/business owners in each sub-area (the interview process is currently on-going).

At this time, Village Council input is desired to provide direction on the development of strategies for the corridor:

CONGRESS AVENUE CORRIDOR DRAFT DIRECTIVES FOR ECONOMIC (RE)DEVELOPMENT

Common Strategy for Entire Corridor:

- Develop a streetscape program (common landscape theme, intersection treatments, pedestrian amenities, decorative bus stops, decorative street lights, signage, etc.) that will establish an identity for the corridor
 - Investigate financing tools (i.e., CRA, etc.) for implementing the streetscape program

North Sub-Area (Heavy Commercial / Light Industrial):

- Develop incentives to encourage assemblage of parcels to create more viable redevelopment properties
- Encourage/partner with Palm Beach County to extend sanitary sewer infrastructure along entire length of corridor
- Revise zoning regulations to promote office, industrial and heavy commercial uses, and uses related to proximity to airport

Central Sub-Area (Neighborhood-Serving Commercial):

- Revise zoning regulations to restrict uses to neighborhood-serving uses (personal services, sustenance retail, restaurants)
- Develop incentives to encourage transition of residential parcels and assemblage of parcels to create longer lot depth to enhance redevelopment opportunities
- Strengthen requirements for compatibility buffers between commercial and residential parcels

South Sub-Area (Institutional Support):

- Revise comprehensive plan and zoning provisions to allow greater density/intensity to promote mixed-use development to serve PBSC and JFK
- Promote restaurant and retail uses oriented towards passersby
- Encourage FDOT to accommodate bicycle lanes within existing road cross-section

Staff has held workshop discussions with the Land Development Board during their November 2015, December 2015 and January 2016 meetings. The Board reviewed the data and stakeholder input and conducted a Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis.

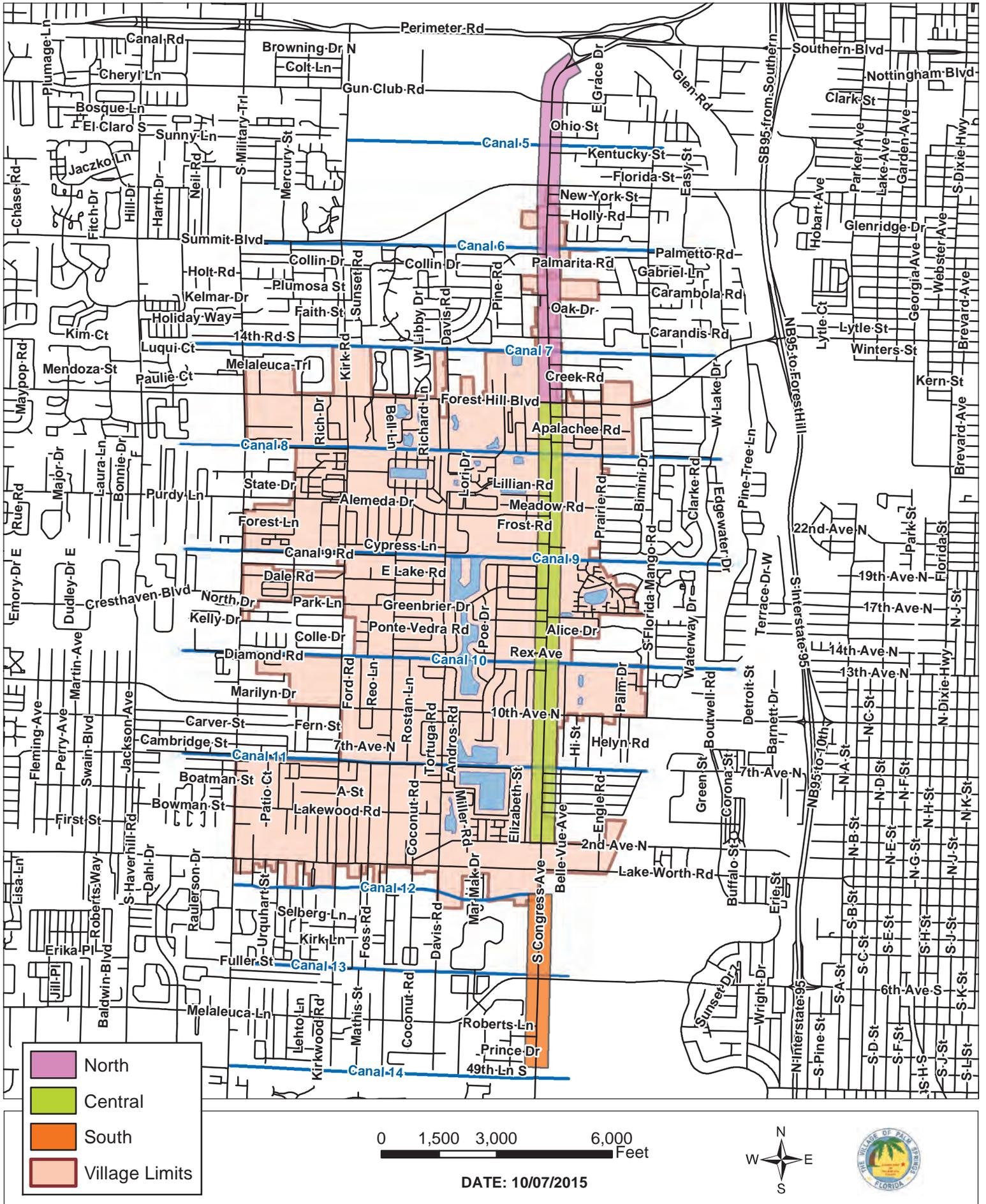
Stakeholder Interview notes and the SWOT analysis for Phase 1 are attached.

ATTACHMENTS:

1. Corridor Overview Map – Sub-Areas
2. Phase 1 Summaries
3. Corridor Maps with Business
4. Corridor Land Use Analysis
5. Parcel Spreadsheets

VILLAGE OF PALM SPRINGS

Congress Avenue Corridor - Overview



CONGRESS AVENUE CORRIDOR

SOUTH Sub-Area

Existing Characteristics

of Parcels: 38

Total Acreage: 55 acres

Total Assessed Value: \$ 31.9 million

Land Uses:

Predominantly unincorporated Urban Infill future land use designations
Upon annexation, Commercial land use and Commercial General (CG) zoning

Businesses: Census Economic Data identifies 4 predominant industries for area:

- Health Care
- Retail Trade
- Construction
- Professional/Scientific/Technical Services

BTR data - See Map and Spreadsheet (medical office cluster in proximity to JFK)

Housing: 110 residential units exist along corridor

Natural and Building Environment:

Infrastructure

PBC Water Utilities service area north of Melaleuca Lane/Roberts Lane

Atlantis service area south of Melaleuca Lane/Roberts Lane

Lake Worth Utilities service area south of 6th Ave S. (east side of Congress)

Fiber optics available through Comcast (FPL Fibernet and AT&T not in corridor)

Area served by LWDD lateral canals (L12, L13, and L14)

C-51 basin rule = no net loss of storage > may affect developable area

Power lines

Major facilities on West side of arterial

Flood zones

AE 13' Zone: South of L12 Canal (north of 6th Ave S)

X Zone: South of 6th Ave S

Environmental Characteristics

No wellfield zones

No State designated brownfields

Soils are generally categorized as Myakka-Immokalee-Basinger, an Urban Land association, which are typically disturbed lands capable of supporting development

Vacant lands south of L12 have remnant wetland characteristics requiring mitigation (Loxahatchee Mitigation Bank is available)

Airport zones

Height restrictions: distance from runway / 100 = max. bldg. height

Lantana Airport horizontal surface elevation 366' MSL extends to L11 Canal

Transportation system:

County 6-lane divided arterial

LOS B = 35,163 adt 6th Ave S-JFK; 35,712 adt LWRd – 6th Ave S

TCEA

38 Parcels abutting Congress are within Exception Area

TCEA approved for 34,390 new net (daily) trips

Road projects

No programmed improvements in TIP or 5-year Road Program

Transit

Palm Tran Route 2 (1/2 hour intervals)

Palm Tran Route 62 via LW Rd to PBSC (20 minute intervals)

Tri-Rail Shuttle Bus from LW station west along LWRD to Congress

Arterial cross-section wider to accommodate Bike lane, but needs to be better delineated

Sidewalks

6' sidewalks on both sides of street, immediately abutting travel lanes

Crosswalks need to be better delineated around College and Park

Zoning

CG parcel minimum dimensions = 100'x200'

Nonconforming parcels under same ownership as abutting parcels to allow for aggregation

Projected Conditions

Market Opportunities

Proximity to Palm Beach State College

Potential for Mixed Use developments to serve PBSC

➤ Need for increased density/intensity to meet need

Stakeholder Interviews

(1)

- Potential for customers due to PBSC, JFK and medical offices is tremendous
- Security issues in area need to be addressed with enhanced policing
- Village should promote development of vacant properties
- Financial incentives for new construction would facilitate new development
- There are sufficient gas stations in the area – promote retail/restaurants
- The Village should brand itself to promote an identity

(2)

- The corridor is currently underserved – there is a need for retail and restaurants
- This is a commuter area (PBSC/JFK) and drive-by uses will be most successful
- There is not a lot of synergy between uses – a stronger connection with PBSC would be beneficial for business viability
- Pedestrian crossing to PBSC needed
- Costs of construction warrant additional density/intensity
- Marketing Palm Springs' identity will generate better exposure and create excitement, which leads to more business interest (more tenants)

(3)

- Homeless panhandlers and vagrants are a major problem that affect the marketability of the plaza to new tenants
- Litigiousness becoming an issue and affecting profitability (ADA lawsuits)
- Not sure the Village can create a better business environment due to these issues

(4)

- Traffic along this segment of Congress Avenue can be heavy at times – need adequate median cuts and U-turns for any new businesses along the corridor
- Property owners in the area need to undertake better upkeep of their properties (landscaping and buildings)
- Additional restaurants and retail area needed to serve students/faculty
- Homeless are an issue; have to rely on Trespass citations to control
- PBSC is a commuter campus – pedestrian improvements along the corridor are not needed, and may only contribute to unauthorized entry and requirement for additional fencing along campus perimeters
- Need adjacent businesses to have adequate parking to meet their own needs so that patrons are not parking at PBSC and crossing street

Benefits and Risks Assessment

Strengths:

Proximity to Palm Beach State College and JFK Hospital
Village has Mixed-Use land use – just need to promote it
Village willing to annex entire corridor for consistent treatment/application of strategies
Corridor study will allow community to review/revise permissible densities/intensities
Convenient access to I95; Congress Ave not congested

Weaknesses:

Scarcity of restaurants and uses that cater to student population or medical staff
Public lands on east side of corridor necessitate commercial and residential uses to be located on west side (less land area to provide conveniently located services, restaurants and housing) > may necessitate increase in density/intensity to provide service node
Lack of streetscape to enhance image and demonstrate Village interest in area
Better code enforcement needed on Lake Worth Road to give better impression of area (signs/ads in windows, temporary signs/feather flags, etc.)

Opportunities:

Vacant land and interested property owner willing to develop mixed-use
25,000 students commuting to PBSC along corridor
Medical use should be promoted
Residential uses for medical staff
Change in market conditions and change to Village General Commercial zoning will promote commercial uses that benefit from drive-by traffic of college and hospital
Nice residential areas behind commercial parcels to support businesses along corridor
Ability to annex remainder of commercial corridor to Atlantis limits
John Prince Park provides opportunity for leisure and sports
Amatuer sports complex would benefit area
Village Police, upon annexation, will enforce No Trespass postings and deter loitering/panhandling
Corridor study allows businesses opportunity to influence planning efforts and become more invested in the future
Intergovernmental relations are strong and allow for collaborative efforts
Creation of CRA would provide tool for refining redevelopment strategies, financing initiatives and marketing area
TCEA provides sufficient roadway capacity for redevelopment opportunities
Tri-Rail Shuttle offers transit alternative for students commuting to PBSC

Threats:

Medical office buildings have viable businesses and will be difficult to encourage redevelopment of properties

Homeless are allowed to congregate at John Prince Park

Vagrants at intersection and sleeping at bus stops

East-West arterials need attention to improve traffic flow at peak hours

Ability to enhance pedestrian environment along 6-lane arterial

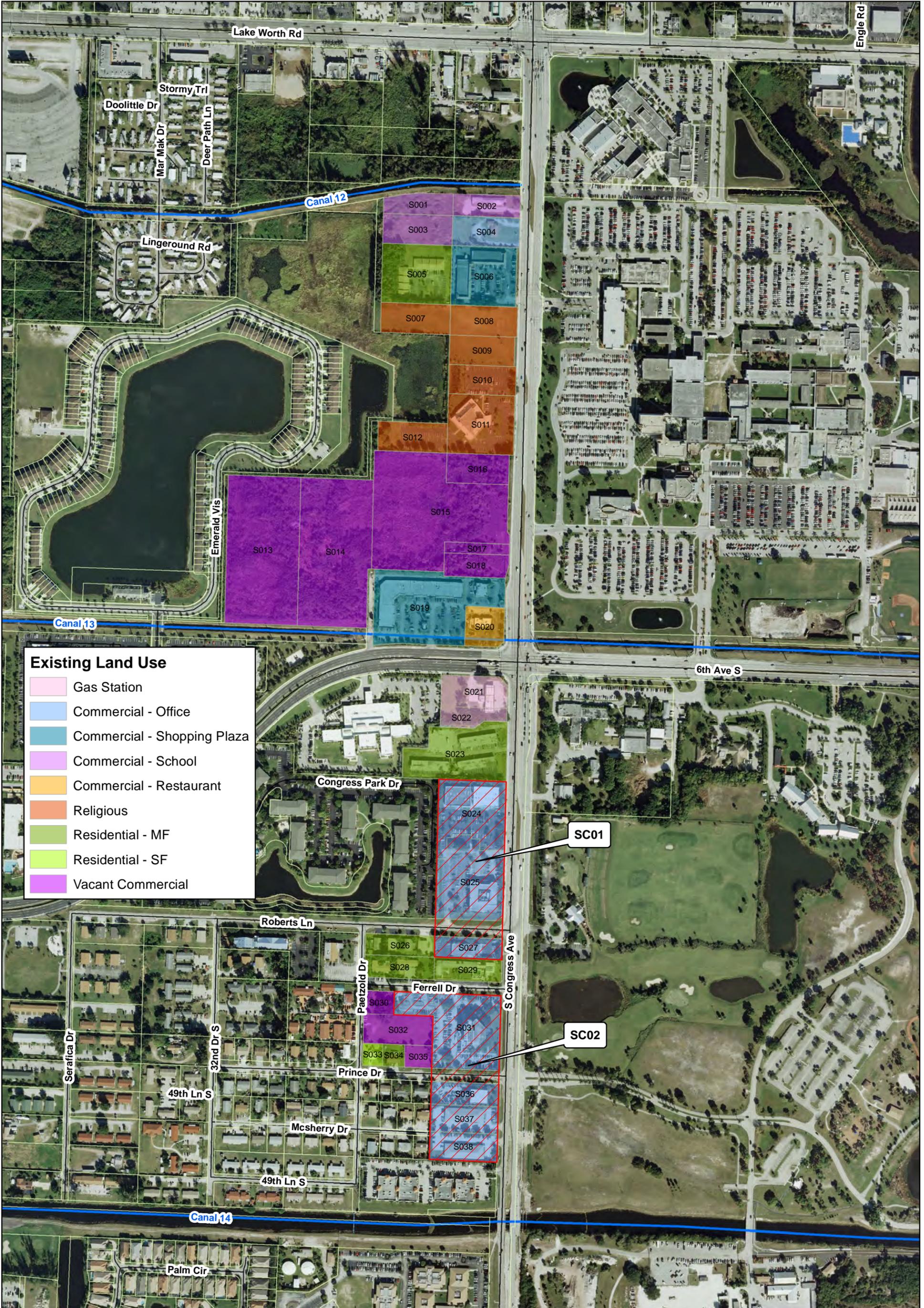
Need own zip code to promote “sense of place” and identity for Palm Springs

Corridor left to market forces with no clear vision

Limited grants or appropriations to assist Village with financial requirements

VILLAGE OF PALM SPRINGS

Congress Avenue Corridor - South Study Area



Existing Land Use

- Gas Station
- Commercial - Office
- Commercial - Shopping Plaza
- Commercial - School
- Commercial - Restaurant
- Religious
- Residential - MF
- Residential - SF
- Vacant Commercial

Clusters



DATE: 11/24/2015



Village of Palm Springs

Congress Avenue Corridor Study (Analysis of Existing Land Use)

South Area - Canal 12 to Atlantis

Map ID	Type of Land Use	Location	Clustering	Cluster Number	Number of Parcels	Number of Businesses	Total Businesses of Same Type
S021	Gas Station	4567 S Congress Ave	No		1	1	1
S022	Gas Station	S Congress Ave	No		1	0	
S004	Commercial - Office	4163 S Congress Ave	No		1	1	8
S024	Commercial - Office	4665 S Congress Ave	Yes	SC01	3	3	
S025		4685 S Congress Ave					
S027	4765 S Congress Ave						
S031	Commercial - Office	4801 S Congress Ave	Yes	SC02	4	4	
S036		4889 S Congress Ave					
S037		4909 S Congress Ave					
S038	4949 S Congress Ave						
S006	Commercial - Shopping Plaza	4175 S Congress Ave	No		1	1	2
S019	Commercial - Shopping Plaza	4455 S Congress Ave	No		1	1	
S001	Commercial - School	S Congress Ave	No		1	0	1
S002	Commercial - School	4137 S Congress Ave	No		1	1	
S003	Commercial - School	S Congress Ave	No		1	0	
S020	Commercial - Restaurant	4483 S Congress Ave	No		1	1	1
S007	Religious	S Congress Ave			1	0	0
S008	Religious	S Congress Ave			1	0	
S009	Religious	S Congress Ave			1	0	
S010	Religious	S Congress Ave			1	0	
S011	Religious	4320 S Congress Ave			1	0	
S012	Religious	4320 S Congress Ave			1	0	
S005	Residential - MF	4177 S Congress Ave			1	0	0
S023	Residential - MF	4611 S Congress Ave			1	0	
S026	Residential - MF	3071 Roberts Lane			1	0	
S028	Residential - MF	3083 Ferrell Drive			1	0	
S029	Residential - MF	4787 S Congress Ave			1	0	
S034	Residential - MF	3093 Prince Drive			1	0	
S033	Residential - SF	3115 Prince Drive			1	0	0
S013	Vacant Commercial	S Congress Ave			1	0	0
S014	Vacant Commercial	S Congress Ave			1	0	
S015	Vacant Commercial	4411 S Congress Ave			1	0	
S016	Vacant Commercial	S Congress Ave			1	0	

S017	Vacant Commercial	S Congress Ave	1	0
S018	Vacant Commercial	S Congress Ave	1	0
S030	Vacant Commercial	3098 Ferrell Drive	1	0
S032	Vacant Commercial	Paetzold Drive	1	0
S035	Vacant Commercial	3075 Prince Drive	1	0

Village of Palm Springs
Congress Avenue Corridor Study
South Area - Canal 12 to Atlantis

Map ID	Street Number	Street Name	PCN	Multiple Addresses	ELLU/Residential	ELU/Non-Residential	Within Village Limits	Parcel Size (Acres)	Assessed Value 2013 (Dollars)	Assessed Value 2015 (Dollars)	Approx Parcel Frontage	Approx Parcel Depth
S001		S Congress Ave	70434430010310010			Commercial - School	Yes	0.6802	79,782	88,638	0'	300'
S002	4137	S Congress Ave	70434430010320010			Commercial - School	Yes	0.7125	191,490	186,228	100'	300'
S003		S Congress Ave	70434430010310020			Commercial - School	Yes	0.9899	124,659	138,497	0'	300'
S004	4163	S Congress Ave	00434430010320020			Commercial - School	No	0.9500	383,040	412,608	135'	300'
S005	4177	S Congress Ave	00434430010310030	4177 Apts 1-16	Residential - MF (16 Units)	Commercial - Office - Professional	No	1.9797	732,871	831,532	0'	300'
S006	4175	S Congress Ave	00434430010320030	4175 Units A-W		Commercial - Shopping Plaza	No	1.8558	1,323,381	1,476,808	275'	300'
S007		S Congress Ave	00434430010310050			Vacant	No	0.9800	141,120	141,120	0'	300'
S008		S Congress Ave	00434430010320050			Vacant	No	0.9600	196,545	198,636	135'	300'
S009		S Congress Ave	00434430010330010			Vacant	No	0.9279	189,969	191,990	135'	300'
S010		S Congress Ave	00434430010330020			Parking Lot	No	0.9600	200,980	202,863	135'	300'
S011	4320	S Congress Ave	00434430010330030			Church Building	No	1.8995	1,394,969	1,663,143	270'	300'
S012	4320	S Congress Ave	00434430010340040			Parking Lot	No	0.9800	233,591	233,284	0'	315'
S013		S Congress Ave	00434430010610010			Vacant	No	5.1800	518,000	518,000	680'	325'
S014		S Congress Ave	00434430010620010			Vacant	No	5.0900	509,000	509,000	0'	335'
S015	4411	S Congress Ave	00434430010340050			Vacant	No	5.8784	587,840	587,840	270'	625'
S016		S Congress Ave	00434430010330050			Vacant	No	0.8925	89,250	89,250	135'	285'
S017		S Congress Ave	00434430010640032			Vacant	No	0.3400	34,000	34,000	50'	300'
S018		S Congress Ave	00434430010640031			Vacant	No	0.7056	70,560	70,560	100'	300'
S019	4455	S Congress Ave	00434430160010000	4455, 4485, 4469 Units 101-123		Commercial - Shopping Plaza	No	3.7800	2,780,651	3,039,257	600'	335'
S020	4483	S Congress Ave	00434430160020000			Commercial - Restaurant	No	0.7400	595,523	630,130	180'	180'
S021	4567	S Congress Ave	00434430010650010			Commercial - Gas Station	No	0.9871	987,046	1,027,117	300'	145'
S022		S Congress Ave	00434430010650032			Commercial - Gas Station	No	0.5945	466,905	471,566	60'	300'
S023	4611	S Congress Ave	00434430010650031	4611 Apts 101-120, 201-215, 301-320	Residential - MF (59 Units)		No	2.4334	1,846,397	2,094,087	280'	450'
S024	4665	S Congress Ave	00434430150000020	4665 Units 100, 102; 4671 Units 100A, 100B, 101		Commercial - Office - Medical	No	2.1000	2,738,328	3,111,339	316'	272'
S025	4685	S Congress Ave	00434430150000010	4685 Units 100, 200		Commercial - Office - Medical	No	2.4100	3,553,898	3,981,432	320'	272'
S026	3071	Roberts Lane	00434430010980010	3071, 3073, 3075, 3077, 3091, 3093, 3103, 3105	Residential - MF (6 Units)		No	0.7000	255,657	309,345	315'	95'
S027	4765	S Congress Ave	00434430010970010	4765 Units A, B		Commercial - Office - Medical	No	0.6700	850,000	841,165	305'	95'
S028	3083	Ferrell Drive	00434430010980020	3083 Apts 5-10, 3105 Apts 1-4	Residential - MF (10 Units)		No	0.7707	246,895	298,744	315'	105'
S029	4787	S Congress Ave	00434430010970020	4787 Apts 1-15	Residential - MF (16 Units)		No	0.7500	487,235	568,431	305'	105'
S030	3098	Ferrell Drive	00434430010980030			Vacant	No	0.3302	50,779	51,354	135'	105'
S031	4801	S Congress Ave	00434430010970030	4801 Units 101-400		Commercial - Office - Medical	No	2.8568	4,900,000	4,523,310	340'	310'
S032		Paetzold Drive	00434430010980040			Vacant	No	0.9897	152,185	153,910	140'	314'
S033	3115	Prince Drive	00434430010980051		Residential - SF		No	0.2200	49,368	78,477	90'	100'
S034	3093	Prince Drive	00434430010980052	3093, 3097	Residential - MF (2 Units)		No	0.2300	72,782	74,465	100'	100'
S035	3075	Prince Drive	00434430010980053			Vacant	No	0.2927	45,008	45,518	125'	100'
S036	4889	S Congress Ave	00434430011280010	4889 Units 100, 201; 3056 Prince Drive		Commercial - Office - Medical	No	0.6901	1,268,088	1,467,564	100'	310'
S037	4909	S Congress Ave	00434430110000010	4909, 4911, 4913, 4915		Commercial - Office - Medical	No	0.9000	369,469	406,416	130'	310'
S038	4949	S Congress Ave	00434430011280030	4949 Units A-E		Commercial - Office - Medical	No	0.9000	1,025,585	1,155,166	130'	310'
TOTALS								55.31	\$ 29,742,846.00	\$ 31,902,790.00		

Kimberly K. Glas-Castro

Subject:

FW: Palm Springs Overlay - Seaglades Inclusion +/- 7.20 Acres

On Jul 14, 2016, at 2:16 PM, kpoyner <kpoyner@bellsouth.net> wrote:

Kim,

Thank you for reaching back out to me so quickly. Per our discussion today, you indicated that Seaglades' 7.2 acres was not included in the 60 acre overlay that is currently being proposed, however, you all were considering it being added at the next meeting.

I just wanted to follow up with you and let you know that we would be very interested in being included in this overlay.

Please keep me updated and if you need anything from me don't hesitate to call!

Have a great day!

Kelly E. Poyner

Graham Realty Partners, LLC

Cell 561-722-0551

Fax 561-792-7507

Kimberly K. Glas-Castro

Subject: FW: Hospial - University Overlay

From: Wild West [<mailto:wildwestcabaret@gmail.com>]
Sent: Tuesday, September 20, 2016 11:27 AM
To: Kimberly K. Glas-Castro
Cc: Kevin McGinley
Subject: Re: Hospial - University Overlay

Hi Kim, Yes we would like the property owned by 3200 Lake Worth Road LLC to be included in the CHO overlay.

Thank you,
Chris Marrero
Scores Palm Beach
561-649-2000 ext 301 office
561-818-2136 cell

From: Kevin McGinley [<mailto:lrmi@bellsouth.net>]
Sent: Friday, September 16, 2016 12:25 PM
To: 'Chris Marrero'
Cc: Kimberly K. Glas-Castro
Subject: Hospial - University Overlay

Please send email to Kim –Glas Castro (and copy me) acknowledging your willingness to be included in the overlay. Kim confirmed to me that you will not be obligated to conform to the overlay standards; it's just an option for future development.

Kglas-castro@vpsfl.org

Kevin McGinley
Land Research Management, Inc.
2240 Palm Beach Lakes Blvd.#103
West Palm Beach, FL 33409
(561) 686-2481



Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Village Manager's Office

ITEM #14: Ordinance No. 2016-18 – Land Development Regulations (LDR) Text Amendment – “College-Hospital Overlay” (CHO) District – South Congress Avenue

SUMMARY: Following the completion of the Congress Avenue Corridor Study, staff has drafted provisions for a new zoning overlay district to encourage re-development near Palm Beach State College and JFK Hospital. As a result, a new College-Hospital Overlay (“CHO”) district has been approved by the Village Council (Ordinance 2016-12) to expand development allowances and flexibility to create value-added opportunities along the south Congress Avenue corridor. As a result of the recently approved Comprehensive Plan Text Amendment, the Land Development department staff is recommending various amendments to adopt specific zoning allowances within the Village’s Land Development Regulations.

Specifically, the proposed new Overlay regulations, if approved, would implement the following amendments:

- . A reduction in parking requirements, or use of different parking ratios, in consideration of the persons served by the uses in the CHO (i.e., students, medical staff, seasonal residents) and shall be approved as standards of the mixed use project
- . Increase in maximum development potential to 35 dwelling units per acre and 1.0 FAR for mixed use projects within the proposed area (See Map)

Note: The proposed amendment is an increase of 16 du/ac and 0.5 FAR over what is currently permissible and the proposed allowances of the Overlay would only be eligible to be utilized within a mixed-use planned development that fulfills the objectives of the CHO (i.e., to provide retail, restaurant and personal services or housing to support the nearby college and hospital uses).

The proposed ordinance was prepared by the Village Attorney and reviewed by the Land Development Director.

The Land Development Board considered the proposed zoning amendments during its July 12th meeting and recommended approval.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on November 10th.

FISCAL IMPACT:

Increased development entitlements should facilitate redevelopment and, thereby, increase the property values within the area.

ATTACHMENTS:

1. Proposed Ordinance 2016-18 – Land Development Regulations Amendment – CHO District
2. Map of College-Hospital Overlay Area

ORDINANCE NO. 2016-18

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, DIVISION 7 “SUPPLEMENTAL REGULATIONS”, TO ADD A NEW SUBDIVISION X “COLLEGE-HOSPITAL OVERLAY” TO INCLUDE SECTIONS 34-1081 THROUGH 34-1084 ENACTING AREA-SPECIFIC DEVELOPMENT ALLOWANCES FOR THE SOUTH CONGRESS AVENUE CORRIDOR; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs (“Village”) has regulations in place at Chapter 34 of the Village Code of Ordinances regarding development or improvements of land; and

WHEREAS, the Village desires to amend the existing regulations to promote economic (re)development of the South Congress Avenue corridor with a diverse mix of uses that will benefit from the drive-by traffic of Palm Beach State College and JFK Hospital; and

WHEREAS, the Village finds that providing a developer of a mixed-use planned development with additional density/intensity allowances will promote a full complement of uses (housing, shopping, dining and recreation) thereby creating a higher quality environment for students and professors, medical professionals, and visitors along this urban corridor; and

WHEREAS, the Village finds adopting supplemental regulations and development allowances through a zoning overlay serves a valid public purpose.

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 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental Regulations”, is hereby amended to add a new Subdivision X “College-Hospital Overlay” to include Sections 34-1081 through 34-1084 to read as follows:

Sec. 34-1081. – College-Hospital Overlay. This subdivision establishes a zoning overlay to be known as the College-Hospital Overlay (“CHO”), which is applicable to all properties along South Congress Avenue, south Lake Worth Road, east of MarMak Mobile Home Park/Emerald Lakes/Paetzold Drive, and north of the City of Atlantis.

Sec 34-1082. – Purpose and Intent. The intent of the CHO is to provide special development regulations to promote economic (re) development along the South Congress Avenue corridor due

to the unique characteristics, opportunities and threats in the area. Objectives of these special development regulations include:

- a) To implement strategies of the Congress Avenue Corridor Study by promoting redevelopment of South Congress Avenue with high intensity, high density, multi-use development.
- b) To foster a diversity and mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency care facility), and to permit additional development density opportunities suitable to attract a critical mass of housing within proximity of the college and hospital (to serve those uses).
- c) To create a higher quality environment for students and professors, medical professionals, and visitors through an urban corridor that offers a full complement of uses (housing, shopping, dining, and recreation).

Sec. 34-1083. - Applicability. The allowances of the CHO are applicable only to properties designated with the Mixed Use land use category and MU zoning district. At the time of rezoning and site plan approval of the MU planned development, the CHO standards may be utilized by the developer to supplement the standards of the underlying MU district and land development regulations in general.

Sec. 34-1084. – Development Standards. CHO mixed-use projects shall generally conform to the requirements of Subdivision VIII. Deviations from the land development regulations provided through this Overlay include:

- a) A maximum allowable density of thirty-five (35) dwelling units per acre and maximum allowable intensity of 1.0 Floor Area Ratio, subject to:
 1. The proposed uses fulfill the objectives of the CHO; and
 2. The development design provides a compatible transition between the CHO project and the adjacent lower-intensity residential neighborhoods.
- b) A reduction in parking requirements, or use of different parking ratios, in consideration of the demographics of the persons served by the uses in the CHO, and especially the intended residents (students, medical staff, seasonal residents). Dwelling unit bedroom mix, shared parking analyses, and/or other documentation/considerations shall support any parking reductions/variation in parking ratios, which shall be approved as standards of the planned development and based on the mix of uses of the specific project. These deviations are not necessarily transferrable to other properties in the CHO.

Section 3. Codification. This 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 with this Ordinance 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:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIZ SHIELDS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the ____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

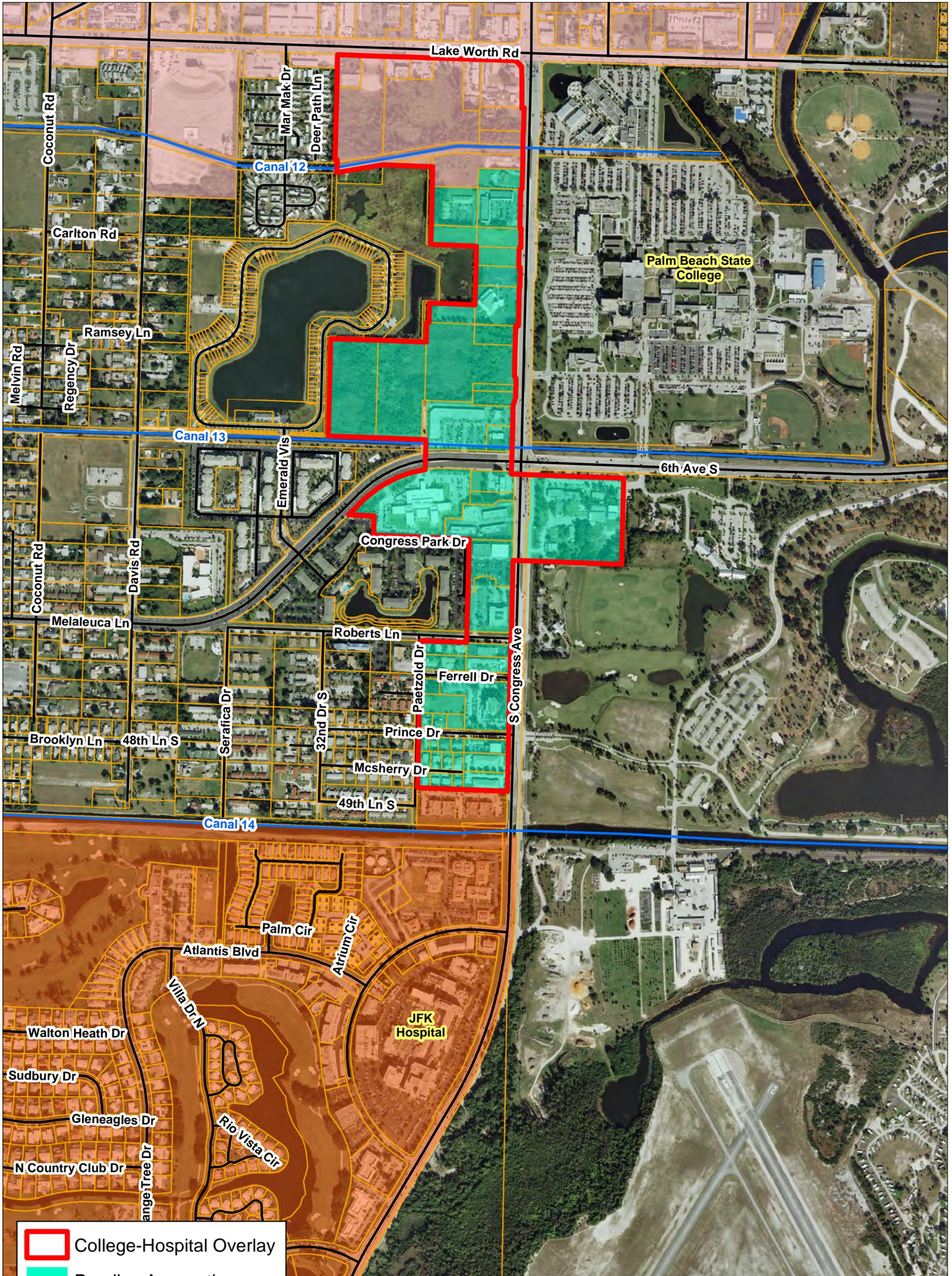
BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS

College-Hospital Overlay



-  College-Hospital Overlay
-  Pending Annexation
-  Village Limits
-  Atlantis



DATE: 7/19/2016





Village of Palm Springs

Executive Brief

AGENDA DATE: October 13, 2016

DEPARTMENT: Land Development

ITEM #15: Ordinance No. 2016-19 – Village Code Amendment – Minor Special Exception Uses

SUMMARY: The Land Development staff is recommending an amendment to Village's Land Development Regulations (LDR) Code that would enable administrative review and approval of "minor" special exception uses to promote business-friendly procedures and enhance re-development opportunities.

The proposed ordinance provides code amendments that define "minor" special exception uses as those with 3,000 s.f. or less, with the exception of several uses (i.e., nightclubs, drive-thru facilities, vehicle sales, etc.), which will continue to require Council approval regardless of size and/or location.

The proposed amendment has been developed by staff and workshopped with the Land Development Board during its August 9th meeting. Additionally, the Board considered the proposed Code amendment during its September 13th meeting and recommended approval.

The proposed Code Amendment was prepared by the Land Development Director and reviewed by the Village Attorney.

If approved on first reading, the proposed ordinance will be presented to the Village Council for 2nd and final reading on November 10, 2016.

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Ordinance No. 2016-19

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 1 “GENERAL PROVISIONS”, SECTION 1-2 “DEFINITIONS AND RULES OF CONSTRUCTION”, TO CLARIFY THE DEFINITION OF SPECIAL EXCEPTION AND TO ADD A DEFINITION FOR MINOR SPECIAL EXCEPTION USES; AND AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE VI “LAND USE”, SECTION 34-606 “SPECIAL EXCEPTION PROCEDURES” TO PROVIDE PROCEDURES FOR MINOR SPECIAL EXCEPTION USES; 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 adopted land development regulations that include designation of certain uses as Special Exceptions to the list of permitted uses within the land development districts; and

WHEREAS, the Village Council desires to amend the Code of Ordinances in the manner reflected below to authorize administrative review of minor special exception uses.

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 1 “General Provisions”, Section 1-2, “Definitions and Rules of Construction”, is hereby amended to modify the definition of “Special Exception” and add a definition for “Minor Special Exception”:

Special Exception. The term "special exception" shall mean a ~~permitted~~ use that would not be appropriate generally or without restriction throughout the zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity. Such uses may be permitted in such zoning districts as special exceptions, as outlined in the applicable zoning district.

Minor Special Exception. A use that would not be appropriate generally or without restriction throughout the zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity, and as such may be permissible as special exceptions, as outlined in the applicable zoning district. Such uses are of a small size, insignificant scale or minimal intensity that allows for administrative review.

Section 3. Chapter 34 “Land Development”, Article VI “Land Use”, Section 34-606 “Special Exception Procedures” is hereby amended to add procedures for minor special exception uses:

(a) The Land Development Board shall review all requests for special exception uses, with the exception of minor special exception uses, except on appeal, and forward their recommendations on the request to the village council for their consideration. The Village Council shall hear and decide requests for special exception uses in a quasi-judicial proceeding. Any person aggrieved by a decision of the council may appeal the final order of the council in accordance with the Florida Rules of Appellate Procedure.

.....[(b) through (d) unchanged]

(e) Minor Special Exception Uses. Uses permissible in each land development district as a special exception use, comprising 3,000 square feet or less in floor area, including outdoor seating area, may be reviewed and approved by administrative decision of the Land Development Director, with the exception of the following uses which are not considered minor regardless of size: nightclub, bar, place of assembly (which may include but is not limited to a club, church, and meeting hall) any use with drive-in/drive-thru window service, medical marijuana treatment center and dispensary, adult entertainment, vehicle sales, and assisted living facility or community residential home.

(1) The Land Development Director may solicit Village staff, consultants and others that may be deemed appropriate to review and comment on the application, and supporting technical and relevant factors. A minor special exception use shall not be approved unless an applicant establishes that all of the criteria of Section 34-606(b) are met.

(2) Should the Land Development Director determine that the proposed minor special exception use is not consistent with the criteria outlined in Section 34-606(b), he/she may either deny the application or impose such conditions of approval as she/he deems necessary to mitigate the adverse impacts of the proposed special exception use.

The conditions of approval may require the applicant to exceed the minimum zoning or land development regulations established by this Code. Conditions of approval may include, but are not limited to, those outlined in Section 34-606(c).

(3) Violation of any conditions, when made a part of the terms under which the minor special exception use is approved, shall be deemed a violation of this chapter subject to enforcement under the provisions of this Code.

(4) Appeal. Any person or entity who applies for a minor special exception use and is denied by the Land Development Director may appeal to the Land Development Board for a minor special exception. Such appeal application shall be filed with the Land Development Director within 30 days of the Land Development Director's written denial. Any person or entity who applies for a minor special exception use and is denied by the Land Development Board may appeal the Land Development Board's decision to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the Land Development Board. An appeal shall be filed within 30 days of the Land Development Board's decision.

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
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LIZ SHIELDS, COUNCIL MEMBER

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the ____ day of _____, 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