



**AGENDA  
VILLAGE COUNCIL MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
226 CYPRESS LANE  
NOVEMBER 10, 2016  
6:30 PM**

**COUNCIL**

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

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

1. Approval of Council Meeting minutes of October 13, 2016  
Staff: Susan Caljean, Village Manager's Office
2. Resolution No. 2016-76 - In Support of the "Safe Cities, Safe Florida" Initiative - Florida League of Cities President Susan Haynie

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, IN SUPPORT OF THE "SAFE CITIES, SAFE FLORIDA" INITIATIVE THROUGH THE FLORIDA LEAGUE OF CITIES, INC. DURING THE FISCAL YEAR 2016-2017.

3. Approval of Acquisition of Utility Service Area - City of Lake Worth - Congress Avenue and 10th Avenue
4. Approval of Rental of Crews with Equipment - Piggyback - Public Services (FY 2017 Funded)  
Staff: David Harden, Acting Public Service Director

**PRESENTATIONS**

- 5. Florida City Government Month - Student Attendees - Palm Springs Community Middle School  
Staff: Brent Morgan, Asst. Village Manager

**PUBLIC COMMENT** (Three minute limit)

**PUBLIC HEARINGS**

- 6. ORDINANCE No. 2016-20 (FIRST READING) - Village Code Amendment - Nightclubs

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION XXII "NIGHTCLUBS", SECTION 34-1311, "DEVELOPMENT STANDARDS", TO PROVIDE REGULATIONS REQUIRING THE INSTALLATION AND USE OF SECURITY CAMERA EQUIPMENT AND FOR THE MAINTENANCE OF ADJACENT AREAS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Staff: Tom Ceccarelli, Police Chief

Motion	Second	Vote
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- 7. 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 Director

Motion	Second	Roll Call Vote
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- 8. ORDINANCE No. 2016-18 (SECOND 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 Director

Motion	Second	Roll Call Vote
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9. ORDINANCE No. 2016-19 (SECOND 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 Director

Motion	Second	Roll Call Vote
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10. ORDINANCE No. 2016-16 (FIRST READING) - Voluntary Annexation, Small-Scale Land Use Amendment & Rezoning

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING TWO PARCELS OF LAND, TOTALING 0.32 ACRES, INDIVIDUALLY OWNED; LOCATED AT 4178 10TH AVENUE NORTH AND 927 GREENE AVENUE, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AND CONCURRENTLY AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE FOR ALL PARCELS TO "MEDIUM DENSITY RESIDENTIAL", PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, SAID LANDS TO BE CONCURRENTLY DESIGNATED WITH A LAND DEVELOPMENT "MULTI-FAMILY RESIDENTIAL" ZONING DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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11. ORDINANCE No. 2016-17 (FIRST READING) - Involuntary Annexation, Small-Scale Land Use Amendment & Rezoning - 25 Parcels along 10th Avenue North, East of Military Trail

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING TWENTY-FIVE (25) PARCELS OF LAND, PURSUANT TO SECTION 171.0413 (5)&(6), INDIVIDUALLY OWNED, CONSISTING OF A TOTAL OF 9.57 ACRES; LOCATED ON EAST OF MILITARY TRAIL, WEST OF GREENE AVENUE, AND FRONTING 10TH AVENUE NORTH; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; CONCURRENTLY AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE TO "COMMERCIAL" AND "MEDIUM DENSITY RESIDENTIAL", PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, SAID LANDS TO BE CONCURRENTLY DESIGNATED WITH A LAND DEVELOPMENT "COMMERCIAL GENERAL" AND "MULTI-FAMILY RESIDENTIAL" ZONING DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP, AND SAID DESIGNATIONS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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12. Resolution 2016-75 - Planned Development Site Plan Amendment (SPR16-07) "Preston Square" (formerly known as Tonset) - South Congress Avenue and Lark Road

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) AMENDMENT TO SITE PLAN (SPR16-07) WITH CONDITIONS AND WAIVERS, THE APPLICATION SUBMITTED BY KEN DE LA TORRE, AGENT FOR THE CONTRACT PURCHASER PULTE HOMES, FORMERLY CALLED "TONSET" THE PROPOSED PRESTON SQUARE SITE PLAN CONSISTS OF 164 FEE-SIMPLE TOWNHOUSE UNITS WITHIN 34 TWO-STORY BUILDINGS, A TOT LOT, WALKING TRAILS WITH FITNESS STATIONS AND TWO LAKES. THE SUBJECT PROPERTY IS LOCATED ON THE EAST SIDE OF SOUTH CONGRESS AVENUE AT LARK ROAD AND ESTABLISHING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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13. RESOLUTION No. 2016-74 - Abandonment of Right-of-Way - Portion of Cross Street

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS,

FLORIDA, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN AND TO A PORTION OF CROSS STREET, BUT RETAINING A UTILITY EASEMENT OVER THE AREA, WHICH IS LOCATED EAST OF MILITARY TRAIL AND SOUTH OF LAKE WORTH ROAD; THE REQUESTED PORTION OF CROSS STREET TO BE VACATED IS AN UNIMPROVED RIGHT-OF-WAY THAT WAS TRANSFERRED TO THE VILLAGE FROM PALM BEACH COUNTY IN DECEMBER 2014 DURING THE ANNEXATION OF THE AREA; THE 40.6' WIDE RIGHT-OF-WAY IS DEDICATED TO THE PUBLIC VIA THE PLAT NO. 1 OF GREEN ACRES PLAT (PLAT BOOK 12, PAGE 72), OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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**ACTIONS AND REPORTS**

- 14. Discuss Proposed Palm Beach County Metropolitan Planning Organization (MPO) Transition to an Independent Agency - Vice Mayor Brinkman - Village's MPO Representative
- 15. 2017 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

**VILLAGE MANAGER COMMENTS**

**VILLAGE COUNCIL COMMENTS**

**ADJOURNMENT**

**NEXT MEETING  
THURSDAY, DECEMBER 8, 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 COUNCIL MEETING  
MINUTES, COUNCIL CHAMBERS  
226 CYPRESS LANE  
VILLAGE OF PALM SPRINGS, FLORIDA  
OCTOBER 13, 2016 AT 6:30 P.M.**

Mayor Bev Smith called the regular meeting of the Village Council to order at 6:34 p.m.

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

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

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 there should be a correction to Item #2 that the April 11<sup>th</sup> date should be changed to April 13<sup>th</sup>, 2017. An addition to the agenda is Item #10-A, to amend our 5 year Capital Improvement Plan to be able to receive a FRDAP grant. Item #3 for the creation of a CRA needs to be removed due to a bid protest we received today.

Mayor Smith asked for a motion to approve the agenda as presented. Vice Mayor Brinkman made a motion to approve, seconded by Council Member Shields. Motion carried 5-0.

**CONSENT AGENDA**

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

**Proclamations**

Mayor Smith read the following proclamations:

Friends of the Library  
City Government Week  
Commissioner Shelley Vana

Commissioner Vana thanked the Mayor, Council, Manager Reade and the residents of the Village for all their support over the years. The Mayor and Council wished

Commissioner Vana well in her future endeavors, and thanked her for her years of service to this community.

Mayor Smith opened the meeting up for public comment. There were comments from the public.

Gary Ready of 3118 Meadow Road wanted to thank Public Safety for being there during the hurricane, some members were there 24 hours.

Virginia Saviato ran for the State House and lost but wanted to thank the Village residents and Chief Ceccarelli and Chief Smith for all their support. She also thanked Johnnie Tieche for all his help.

1. Approval of Council Meeting minutes of September 22, 2016.
2. Approval of Village Council Meeting Schedule – FY 2017

Village Manager Reade stated that 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 13, 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 – 1<sup>st</sup> Public Hearing)

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

Thursday, October 12, 2017

Note: Meeting start times are 6:30 p.m. except for the July 27<sup>th</sup> 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.

### 3. Approve Agreement to Implement Foreclosure Property Registration Process– Community Champions – Best Interest Acquisition

Village Manager Reade stated that 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.

4. Approve Change Order #1 to Task Order #146 – Professional Engineering Services – Utility Storage Building Design and Construction Engineering Services – Eckler Engineering

Village Manager Reade that 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.

**5. Approve Library Annual Plan of Service - FY 2016-2017**

Village Manager Reade stated that 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.

6. Approve Revised Sodium Hypochlorite Purchase Agreement - Piggyback - Public Service Department

Village Manager Reade stated that 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.

7. Approve Memorandum of Understanding - Article 39 - Compensation Plan - Service Employees International Union/Florida Public Services Union (SEIU/FPSU) Agreement

Village Manager Reade state that 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 1<sup>st</sup> 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.

**PRESENTATIONS**

8. Presentation of \$50,000 by David Dearth, Park Manager of MacArthur Beach State Park Florida Recreation Development Assistance (FRDAP) Grant Check - Florida Department of Environmental Protection (FDEP) – Foxtail Palm Park (Kirk Road and Park Lane)

Village Manager Reade stated that 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.

The Mayor thanked Mr. Dearth and the Office of Environmental Protection Agency for this grant.

Village Manager Reade stated that State Representative Kerner could not be here tonight but will attend the ribbon cutting ceremony.

#### **PUBLIC HEARINGS**

Clerk stated that said ordinance was advertised in the Lake Worth Herald on August 18,

2016. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

9. Ordinance 2016-12 - Comprehensive Plan Text Amendment – “College-Hospital Overlay” (CHO) District - South Congress Avenue

Village Manager Reade stated that the 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 14<sup>th</sup> meeting to discuss the proposed Overlay allowances, standards and restrictions. Further, the proposed comprehensive plan language was considered at their July 12<sup>th</sup> meeting and recommended approval. Additionally, the Board considered requests from two property owners with vacant parcels (Seaglades 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 9<sup>th</sup> 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 13<sup>th</sup> meeting, and their recommendation will be provided to the Council prior to 2<sup>nd</sup> 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.

Mayor opened the meeting to the public. There was a comment from the public.

Kelly Pointer of Sealand Investment Company in favor of Ordinance No. 2016-12 for economic growth and the jobs that it will bring to the area.

Mayor Smith asked for a motion to approve Ordinance 2016-12, a motion was made by Council Member Gunther seconded by Council Member Shields. Roll Call Vote, Motion carried 5-0.

Clerk stated that said ordinance was advertised in the Lake Worth Herald on September 29, 2016. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

10. Ordinance No. 2016-18 – Land Development Regulations (LDR) Text Amendment – “College-Hospital Overlay” (CHO) District – South Congress Avenue

Village Manager Reade stated that 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 12<sup>th</sup> meeting and recommended approval.

If approved on 1<sup>st</sup> reading, the proposed ordinance will be considered for 2<sup>nd</sup> and final reading by the Village Council on November 10<sup>th</sup>.

FISCAL IMPACT:

Increased development entitlements should facilitate redevelopment and, thereby, increase the property values within the area.

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

Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

Mayor Smith asked for a motion to approve Ordinance 2016-18, a motion was made by Pro Tem Waller, seconded by Vice Mayor Brinkman. Roll Call Vote, Motion carried 5-0.

11. Ordinance No. 2016-19 – Village Code Amendment – Minor Special Exception Uses

Village Manager Reade stated 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 9<sup>th</sup> meeting. Additionally, the Board considered the proposed Code amendment during its September 13<sup>th</sup> 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 2<sup>nd</sup> and final reading on November 10, 2016.

**FISCAL IMPACT:**

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

Mayor Smith asked for a motion to approve Ordinance 2016-19, a motion was made by Vice Mayor Brinkman, seconded by Council Member Gunther. Roll Call Vote, Motion carried 5-0.

**Actions and Reports**

Village Manager Reade thanked the Mayor and Council for all their support during the hurricane. The emergency Resolution 2016-72 will dissolve on its' own as it is no longer needed for the hurricane. The Utility billing staff has been working on updating the bills to make them easier to read. Another item is the new radio system for the Police Department, the County wants to know if we will be moving forward to tie in with their system. Movie night will be October 21- Goosebumps. The Fall Festival will be Thursday, October 27<sup>th</sup> from 5:30 to 8:30 p.m. students from G Star will be assisting us. There will be a costume contest and pumpkin patch in the courtyard. The hurricane training exercise was held in the Council Chambers. We had held Planning meetings in advance of the storm so we would be prepared. The Police Department as well as the rest of the departments were all in attendance for these meetings. Telephone lines and data lines had all been set up previously. Brought in staff to clean the streets early and drove around the Village and checked on residents. Thanked all the department heads for all their work.

**Council Comments**

Council Member Shields thanked the Police Department and Village Manager Reade for their help during the storm.

Vice Mayor Brinkman commended the staff for the work they did prior and after the storm.

Council Member Gunther thanked the staff.

Mayor Pro Tem Waller thanked staff and reminded everyone about "Reading for the Record" on October 27<sup>th</sup> at the grammar schools.

Mayor Smith thanked all the staff for their efforts with regards to the storm.

**ADJOURNMENT**

Hearing no further business, Mayor Smith adjourned the meeting at 7:26 p.m.

Respectfully submitted,

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Mayor, Bev Smith

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Susan Caljean, Village Clerk

**NEXT REGULAR MEETING:  
NOVEMBER 10, 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:** November 10, 2016

**DEPARTMENT:** Administration

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**ITEM #2:** Resolution No. 2016- 76 - In Support of the "Safe Cities, Safe Florida" Initiative - Florida League of Cities President Susan Haynie

**SUMMARY:** The Florida League of Cities (FLC) new President, Mayor Susan Haynie, City of Boca Raton, has requested member cities to support her "Safe Cities, Safe Florida" initiative, which focuses on providing local governments with training and educational resources to better service their residents in times of crisis.

It is President Haynie's intent to ensure that the FLC will share best practices for building stronger partnerships with agencies and organizations in the areas of incident management, health and safety, crisis communication and interagency coordination.

The President's initiative has three main components:

- . Education
- . Partnerships
- . Resources

The proposed resolution will be provided to the FLC and the President Haynie upon approval. Further, support of this resolution would contribute to the Village's identified goal to ensure that the Village is maintained as a clean and safe community.

### **FISCAL IMPACT:**

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

### **ATTACHMENTS:**

1. Resolution No. 2016-76

**RESOLUTION No. 2016-76**

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, IN SUPPORT OF THE "SAFE CITIES, SAFE FLORIDA" INITIATIVE THROUGH THE FLORIDA LEAGUE OF CITIES, INC. DURING THE FISCAL YEAR 2016-2017**

**WHEREAS**, Florida's municipalities provide extensive services to citizens, residents and visitors each day and these services cover many aspects of the public's health, safety and welfare; and

**WHEREAS**, the Village of Palm Springs shares a vision for providing excellence in every service area, and are committed to proactive preparation for, and rapid response to crises, emergencies and concerns impacting that same health, safety and welfare across all sectors of our Village; and

**WHEREAS**, the Florida League of Cities, Inc. and the Palm Beach County League of Cities will focus on aspects of safety across the service spectrum during Fiscal Year 2016-2017; and

**WHEREAS**, local governments across the United States are similarly joined in this quest due to economic, societal, environmental and other demands; and in this initiative, Florida League of Cities President Susan Haynie has challenged the League's leadership and membership to devote its resources to determining how we can best meet these, each one directly and will all energies; and

**WHEREAS**, the Village will work to share knowledge, join collaboratively in learning and be a catalyst for communicating our findings so that all of Florida is improved by this timely endeavor.

**NOW, THEREFORE, BE IT RESOLVED THAT THE VILLAGE OF PALM SPRINGS, FLORIDA DOES HEREBY:**

1. Pledge support for 'Safe Cities, Safe Florida' to President Haynie and the Florida Cities Board of Directors and participate in this initiative.
2. Commit to helping with shared knowledge to promote the initiative's findings throughout the year as a communications source and outreach catalyst.

Adopted: November 10, 2016

\_\_\_\_\_  
Mayor Bev Smith

Attest:

\_\_\_\_\_  
Susan M. Caljean  
Village Clerk



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Public Service

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**ITEM #3:** Acquisition of Utility Service Area - City of Lake Worth - Congress Avenue and 10th Avenue

**SUMMARY:** Currently, there are (10) ten parcels on the east side of Congress Avenue between 10th Avenue North and the LWDD's Canal 11 that are within the Village limits, however, they are also within the City of Lake Worth's Utility service area. Two (2) properties within this area are currently proceeding with redevelopment plans (i.e., the property at the southeast corner of Congress and 10th Avenue and the former Ben's Steakhouse property) and the City of Lake Worth provided permission for the Village to provide sewer service to the properties.

**Note:** Due to the City of Lake Worth not providing utility infrastructure within this area, the Village previously installed utility lines to support development along this section of the Congress Avenue corridor. In fact, the (Ben's Steakhouse) property owners previously supported the cost to extend an 8" water main across Congress at the L-11 Canal and, in the early nineties, a 4" force main was constructed from the Taco Bell property south to the L-11 right-of-way.

To ensure that redevelopment continues and to provide the most economical utility service, the Village approached the City of Lake Worth to acquire this portion of the City's service area. As a result, the City of Lake Worth proposed a purchase price/cost of \$205,420.73 based on their projected revenue over the next 20 years, discounted at a 3% rate back to the present. It should be noted that this methodology is consistent with calculations performed for previous service area transfers and, based on projections, the Village would expect to recover this cost in approximately about eight years.

The proposed agreement was prepared by the City of Lake Worth and has been reviewed by the Village's Utility Attorney (Corbett and White) due to a conflict with our Village Attorney as well as the Public Service Director and the Assistant Public Service Director.

**Note:** The attached draft agreement is being finalized by the Village's attorney and a finalized version will be provided to the Village Council prior to the November 10th meeting.

**FISCAL IMPACT:**

Funds for the proposed service area acquisition are available within the Water and Sewer Fund - Fund Balance.

**ATTACHMENTS:**

1. Proposed Transfer Agreement

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WORTH AND THE VILLAGE OF  
PALM SPRINGS FOR UTILITY SYSTEM TRANSFER**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF LAKE WORTH**, a Florida municipal corporation (hereinafter “City”), and the **VILLAGE OF PALM SPRINGS, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter “Village”).

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, AS PROVIDED BY LAW AND PURSUANT TO Chapters 125 and 153, Florida Statutes, as well as the City’s Comprehensive Plan, the City is authorized to provide Potable Water and Wastewater service (collectively, “Utility Service”), and pursuant to such authority, presently furnishes Utility Service within the City of Lake Worth, Florida; and

**WHEREAS**, as provided by law and pursuant to Chapter 180, Florida Statutes the City is authorized to provide Utility Service, and pursuant to such authority, presently furnishes Utility Service with the City of Lake Worth, Florida; and

**WHEREAS**, the City and the Village both recognize the desirability and the need to provide Utility Service in an orderly and cost efficient manner that avoids the duplication of utility infrastructure and service; and

**WHEREAS**, the City and Village provide Utility Service to adjacent service areas (“Utility Service Areas”) with the City of Lake Worth, Florida; and

**WHEREAS**, the City and Village wish to transfer certain portions of their respective Utility Service Areas and associated assets utilized in the provision of Utility Service (“Utility Assets”) to each other (the Utility Service Areas and Utility Assets collectively referred to as the “Utility System”); and

**WHEREAS**, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, City and Village hereby covenant and agree as follows:

1. **Recitals.** The foregoing statements are true and correct and are incorporated herein by this reference.

2. **Effective Date.** This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved by the City of Lake Worth Commissioners.

3. **Term.** The obligations of the parties set forth in Sections 5 and 6 shall terminate as of the Closing Date. All other obligations of the parties under this Agreement shall be perpetual.

4. **Definitions.** The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

4.1 “Closing Date” means that date that the Village and City agree to as the deadline to exchange all required documentation to finalize the transfer of Utility Systems as more fully set forth herein. The Closing Date shall occur no later than one hundred eighty (180) days following the Effective Date of this Agreement, unless the City and Village mutually agree to extend the Closing Date.

4.2 “Closing Requirements” has the meaning set forth in Section 5.1.

4.3 “City Utility Service Area” means that area to which the City currently provides Utility Service.

4.4 “Potable Water” – means water for human consumption which meets all applicable Federal, State, and City standards.

4.5 “Transfer Area” is that area currently within the City’s Utility Service Area, which is being transferred to the Village in accordance with this Agreement, and which is depicted in **Exhibit “A”** attached hereto and incorporated herein.

4.6 “Utility Assets” has the meaning set forth in the Whereas clauses to this Agreement.

4.7 “Utility Service” has the meaning set forth in the Whereas clauses to this Agreement.

4.8 “Utility Service Area” has the meaning set forth in the Whereas clauses to this Agreement.

**4.9** “Village Utility Service Area” – means that area to which the Village currently provides Utility Service.

**4.10** “Wastewater” means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from dwelling units, commercial establishments and/or manufacturing facilities, whether treated or untreated.

## **5. Transfer of Utility Systems**

**5.1 Requirements for Closing.** In order to effectuate the Utility Service Area transfers set forth herein, the following actions must be performed by the Village and the City prior to the Closing Date (the “Closing Requirements”).

### A. Transfer Area:

Water: Village shall design and construct, at its sole cost, necessary piping to provide potable water to the customers in the Transfer Area and coordinate with City on the disconnection of the City’s Potable Water main from the Transfer Area system.

Wastewater: Village shall design and construct, at its sole cost, necessary piping to provide wastewater collection to the customers in the Transfer Area and coordinate with City on the disconnection of the City’s Wastewater main from the Transfer Area system.

### C. Developer Agreements:

The City shall provide all Developer Agreements to the Village which the City has entered with any owner of property or regarding any property located in Transfer Area (“City Developer Agreements”) as soon as possible after the Effective Date, but no later than sixty (60) days prior to closing. Upon review by the Village of all such City Developer Agreements, if the City Developer Agreements contain obligations for which the Village cannot or is not reasonably able to satisfy or accept, the Village shall immediately send notice to the City to discuss resolution of the unacceptable obligation(s) in any City Developer Agreement. If a resolution is not reached, the Village has the option to terminate this Agreement at any time prior to closing.

The Village shall provide all Developer Agreements to the City which the Village has entered with any owner of property or regarding any property located in Transfer Area (“Village Developer Agreements”) as soon as possible after the Effective Date, but

no later than sixty (60) days prior to closing. Upon review by the City of all such Village Developer Agreements, if the Village Developer Agreements contain obligations for which the City cannot or is not reasonably able to satisfy or accept, the City shall immediately send notice to the Village to discuss resolution of the unacceptable obligation(s) in any Village Developer Agreement. If a resolution is not reached, the City has the option to terminate this Agreement at any time prior to Closing.

The failure to perform the Closing Requirements shall be grounds for termination under Section 9 herein.

## **5.2 Transfer Area.**

5.2.1 Transfer of Utility System. The City shall sell, assign, transfer and convey to the Village, and the Village shall purchase, accept, and pay for all of the right, title, and interest in the Transfer Area Utility System, in accordance with this Agreement. This transfer includes the transfer of the City's exclusive right to provide Utility Service within Transfer Area to the Village. City shall deliver to the Village, prior to or on the Closing Date, the Bill of Sale of Transfer Area Utility System, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**.

5.2.2 Easement Rights. The City shall transfer to Village all easements, rights, privileges, licenses and prescriptive rights, and other areas owned or used by the City in which the City in fact has rights in connection with the construction, reconstruction, installation, maintenance and operation of the Utility Service Assets with Transfer Area. Prior to or on the Closing Date, City shall deliver to Village the Assignment of Easements, which is attached hereto and incorporated herein as **Exhibit "C"**.

5.2.3 Other Documentation. At least sixty (60) days prior to the Closing Date, if applicable, City shall deliver to the Village the Assignment and Assumption of Developer Agreements, which is attached hereto and incorporated herein as **Exhibit "D"**.

5.2.4 Permits and Approvals. City conveys and Village purchases the Transfer Area Utility System subject to all necessary regulatory approvals and to all conditions, limitations, or restrictions contained therein. All existing original certificates, permits, or other governmental authorizations and approvals of any kind in the possession of the City necessary to operate and maintain the Transfer Area Utility System or to provide Utility Service within Transfer Area in accordance with all governmental requirements shall be transferred to the Village prior to or on the Closing Date.

5.2.5 Customer Transition/Documents. City shall provide to the Village, at least thirty (30) days prior to the Closing Date, all current customer records and supplier lists, and other available information related to supplier lists, surveys, as-built Utility Service plans, engineering and other drawings, designs, blueprints, plans and specifications, any and all reproducible documents, mylars, sepias, and other documents used or held for use with the Transfer Area Utility System, accounting and customer records and all other information and business records in possession of the City that relate to the operation of the Transfer Area Utility System. Village agrees to notify customers in Transfer Area that their Utility Service will be provided by the Village after the Closing Date. Village and City agree to cooperate in transitioning the billing process from the City to the Village. The Village shall charge standard Village rates for Utility Service provided to Transfer Area. Any cash sums which represent Utility Service security deposits held by the City shall be transferred with accrued interest as a credit at Closing to the Village.

**5.3 Valuation of Utility Service Areas/Payment of Difference.** The Village and City agree on the values assigned to Transfer Area as more fully set forth in **Exhibit "E"**, which is attached hereto and incorporated herein. Pursuant to those values, which include certain unpaid fees due from the City to the Village related to the City's electrical capacity charges of \$7,960.81 per month through December 2019, the City is required to remit to the Village a lump sum of \$9,521.14 or monthly payments for twelve months beginning October 2016 through September 2017 a sum of \$793.43.

**6. City Conduct Pending Closing** The City covenants that pending the Closing Date it will act in accordance with the following:

**6.1. Business Conduct.** Except as otherwise consented to in writing by Village, which consent shall not be unreasonably withheld, delayed or conditioned, for the period beginning on the date of execution of this Agreement and ending on the closing Date, City shall:

6.1.1 operate the Transfer Area Utility System in, and only in, the usual, regular and ordinary course and nevertheless comply with all applicable governmental requirements and law:

6.1.2 maintain all of the Transfer Area Utility System's material structures, equipment, permits and other tangible personal property in good repair, order and condition, except for depletion, depreciation, ordinary wear and tear and damage by unavoidable casualty;

6.1.3 keep in full force and effect insurance comparable in amount and scope of coverage to insurance now carried by it for the Transfer Area Utility System;

6.1.4 perform, in all material respects, all of its obligations under agreement, contracts and instruments relating to or affecting the Transfer Area Utility System's properties, assets and operation;

6.1.5 subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative judicial procedures or proceedings applicable to particular permits, comply in all material respect with all statutes, laws, ordinances, rules and regulations applicable to it and to the operation of the Transfer Area Utility System;

6.1.6 promptly advise the Village, in writing, of any material change which adversely affects the operation of the Transfer Area Utility System;

6.1.7 not enter into any transaction which relates to the Transfer Area Utility System, except in furtherance of this Agreement with the Village, or the rendering of any service except in the ordinary course of and pursuant to the reasonable requirements of the business of Village; and

6.1.8 subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative or judicial procedures or proceedings applicable to particular permits, comply with all the Transfer Area Utility System's permit requirements and obtain all necessary permit extensions or renewals with no additional operational or capital obligations such that said permits are valid as of the Closing Date.

**6.2 Absence of Changes.** After the date of the execution of this Agreement, the City shall not

6.2.1 undergo any change in its condition of properties, assets, liabilities, business or operations to be transferred to the Village under this Agreement other than changes in the ordinary course of business which are not, either in any case or in the aggregate, materially adverse to the operation of the Transfer Area Utility System;

6.2.2 acquire or dispose of any of the Transfer Area Utility System's assets or properties to be transferred to the Village under this Agreement except in the furtherance of this Agreement, except in the ordinary course of business and except

with the Village's consent, which shall not be unreasonably withheld, delayed or conditioned;

6.2.3 subject to available administrative remedies pursuant to Chapter 120, Florida statutes, or any administrative or judicial procedures or proceedings applicable to particular permits, intentionally fail to comply with all of the Transfer Area Utility System's permit requirements; and

6.2.4 fail to seek or obtain any necessary permit extensions or renewals so that said permits are valid, extended or seeking extension as of the Closing Date, as applicable.

**6.3 Risk of Loss.** The City shall bear the risk of loss, damage or destruction of the Transfer Area Utility System by fire or other casualty prior to the Closing Date. If the Transfer Area Utility System experiences a material adverse event before the Closing Date, and such damage has not been repaired, or provision made for such repair, by the City as of the Closing Date, the Village shall have the option of (1) taking the Transfer Area Utility System "As Is" without reduction in price, together with the City's assignment to the Village of all rights under its insurance policies and all of the insurance proceeds, if any; or (2) taking the Transfer Area Utility System, "As Is", with a reduction in price, mutually agreed to by Village and City, and the City shall maintain all rights under its insurance policies and to all of the insurance proceeds' or (3) terminating this Agreement with no further obligations or penalties.

**6.4 No Transfers or Encumbrances.** From and after the date of the execution of this Agreement, City will not dispose of, hypothecate or encumber all or any part of the Transfer Area Utility System, without the prior written consent of the Village, which shall not unreasonably be withheld, with the exception of any transactions occurring in the ordinary course of City's business.

**6.5 Performance of Conditions Necessary for Closing.** The City shall perform all of the conditions to closing required by this Agreement prior to or on the closing Date as provided herein.

**6.6 Examination and Inspection.** The City will permit reasonable examination by the Village's authorized representatives of all existing contractual obligations, customer and billing records, physical systems, assets, real estate, rights-of-way, easements and inventories which are utilized by the City in connection with the Transfer Area Utility System. No such examination by the Village's authorized representatives shall interfere with the City's operations of the Transfer Area Utility System or the day-to-day operations of the City's personnel. The City shall

make these available for examination by the Villages authorized representatives at reasonable times and upon prior notice from the Village (not less than forty-eight (48) hours in advance).

7. **Annexation/Municipal Incorporation Laws.** This agreement shall not be construed or interpreted to contract away any rights and authority under the Municipal Annexation or Contraction Act, Chapter 171, Florida Statutes as amended from time to time nor shall anything herein be construed to contract away the Village's right to challenge any annexation in accordance with law. In the event of future annexations or municipal incorporations of any portion of Transfer Area, the City agrees that the Village shall retain the exclusive right to provide Utility Service within Transfer Area.
8. **No Transfer of Powers.** Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for City and Village shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.
9. **Default/Termination.** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default with ninety (90) days following notice may be grounds for termination of this Agreement. Termination for default of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.
10. **Indemnification.** City and Village acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. City and Village agree to be responsible for all such claims and damages, to the extent and limits provided in

Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

11. **Force Majeure.** In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to , Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.
12. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.
13. **Successors and Assigns.** City and Village each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
14. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
15. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected , and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

16. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Village, shall be mailed or delivered to Village at:

Village of Palm Springs  
Attention: Village Manager  
226 Cypress Lane  
Palm Springs, Florida 33461-1699

And if to City, shall be mailed or delivered at:

City of Lake Worth  
Water Treatment Plant  
Attention: Brian A. Shields, P.E.  
301 College Street  
Lake Worth, Florida 33460

With a copy not to constitute notice to:

City Attorney  
7 North Dixie Highway  
Lake Worth, Florida 33460

17. **Filing.** This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

18. **Dispute Resolution.** If the City and Village are involved in a dispute between them which they are unable to resolve, prior to either party initiating any formal litigation proceedings, they both agree to submit the dispute to mediation in accordance with the procedures that are utilized in such instances in the Circuit Court in and for Palm Beach County, Florida, with each party to pay its own costs, fees and expenses and the fees of the mediator to be divided equally between them. The provisions of this paragraph are a condition precedent to either party initiating an action against the other party in relation to this agreement excepting only situations where an emergency exists creating danger to the safety of persons or property.

19. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

20. **Entirety of Agreement.** City and Village agree that this Agreement and any Exhibits hereto set for the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superceded or otherwise altered, except by written instrument executed by the parties.

21. **Palm Beach County Office of the Inspector General.** Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed City contracts, transactions, accounts and records. All parties doing business with the City shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waster, corruption and fraud.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

**IN WITNESS WHEREOF**, City and Village have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

**ATTEST:**

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Christy Goddeau, City Attorney

\_\_\_\_\_  
Date

**VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL**

By: \_\_\_\_\_  
Virginia M. Walton, Clerk

By: \_\_\_\_\_  
Bev Smith, Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

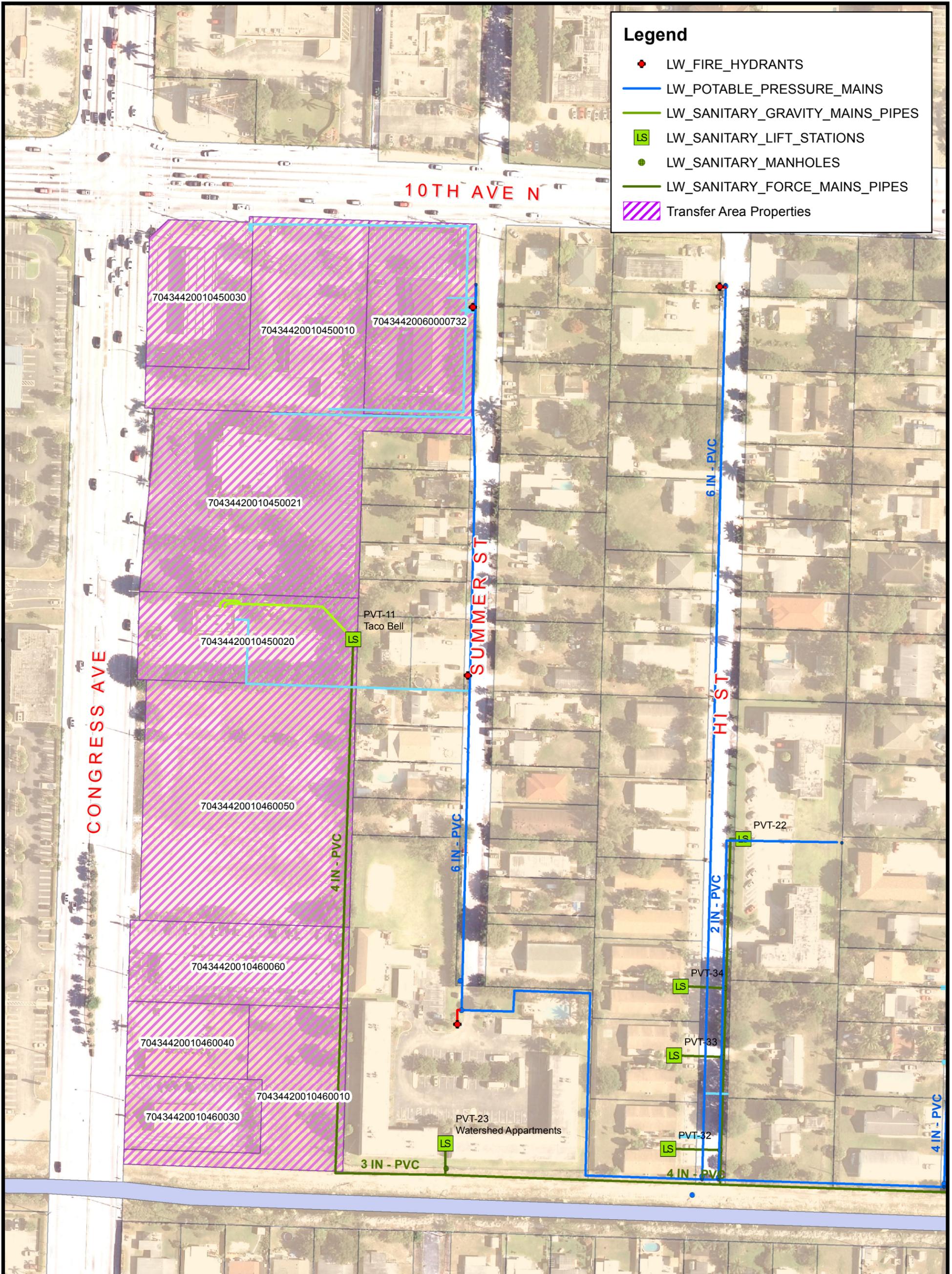
BY: \_\_\_\_\_  
Glen J. Torcivia, Village Attorney

(SEAL)

**EXHIBIT "A"**  
**TRANSFER AREA**



# EXHIBIT A: MAP OF TRANSFER AREA



Florida Statute 119 "Public Records" provides broad access to records maintained by the City, including mapping records. However specific attention of all GIS users is directed to F.S. 119.071 "General exemptions from inspection or copying of public records" that exempts specific information that is maintained within the City's GIS. Specifically any information concerning the floor plans of buildings, the location and attributes of Utilities infrastructure, and security facilities are exempt from the sunshine. All City personnel shall take specific care in the release of GIS materials to ensure only authorized release of this exempted material is done. GIS layer developers who create layers with exempt data shall include the appropriate references to F.S. 119.071(3), and the restriction to the access to the information within the metadata file of the layer.

**EXHIBIT "B"**  
**BILL OF SALE**

Return to:  
City of Lake Worth  
Attn: City Clerk's Office  
7 N. Dixie Highway  
Lake Worth, FL 33460

## **BILL OF SALE**

### **BY CITY OF LAKE WORTH TO THE VILLAGE OF PALM SPRINGS**

**KNOW ALL MEN BY THESE PRESENTS** that THE VILLAGE OF PALM SPRINGS, a municipality organized under the laws of the State of Florida (hereinafter "Buyer") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable considerations paid by THE CITY OF LAKE WORTH, a Florida municipal corporation (hereinafter "Seller"), the receipt of which is hereby acknowledged by Seller, has granted, bargained, sold, transferred, assigned, set over and delivered, and by these presents does grant, bargain, sell, transfer, assign, set over and deliver, unto Buyer, its successors and assigns, the Transfer Area Utility System as located in the area described in Exhibit "A", attached hereto and made a part hereof .

Seller represents for itself, its successors and assigns that all expenses in connection with transfer of the Transfer Area Utility System have been paid in full and the same is free from liens and debts. Seller agrees to indemnify and hold Buyer harmless from any lawful claims of any party for labor and/or materials arising out of construction and installation of the System.

Seller further represents for itself, its successors and assigns that it has exclusive ownership, possession, control and marketable title to the Transfer Area Utility System and the System is subject to no mortgage, pledge, lien, charge, security interest, encumbrance or restriction.

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**IN WITNESS WHEREOF**, this Bill of Sale from City of Lake Worth to the Village of Palm Springs shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

**ATTEST:  
LEGAL**

**APPROVED AS TO FORM AND  
SUFFICIENCY:**

\_\_\_\_\_  
Pamela J. Lopez, City Clerk  
Attorney

By: \_\_\_\_\_  
Christy Goddeau, City

\_\_\_\_\_  
Date

**EXHIBIT "C"**  
**ASSIGNMENT OF EASEMENTS**

**EXHIBIT "D"**  
**ASSIGNMENT & ASSUMPTIONS OF DEVELOPER AGREEMENTS**

**EXHIBIT "E"**  
**VALUES**

**Exhibit E:  
Values of Transfer Area Properties**

PCN:	Property:	Area (ac)	Current LW Water Service?	Current LW Sewer Service?	Land Use:	Usage (Gallons/month)	Base Fee Water	Water Usage Fee	Total Water + 25% Surcharge (Monthly)	Base Fee Sewer	Sewer Usage Fee	25% Surcharge (Monthly)
70434420060000732	2930 10th Ave North	0.87	X		Comm-auto sales	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010450010	2950 10th Ave North	1.13	X		Comm-financial	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010450030	3276 S Congress Ave	0.63	X		Comm-Service Station	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010450021	3320 S Congress Ave	1.72	X		Comm-financial	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010450020	3330 S Congress Ave	0.81	X	X	Comm-Taco Bell	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010460050	3400 S Congress Ave	2.12			Vacant Commercial	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010460060	3444 S Congress Ave	0.75			Comm-One story office	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010460040	3460 S Congress Ave	0.38			Comm-offices	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010460030	3482 S Congress Ave	0.42			Comm-stores	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
70434420010460010	S Congress Ave	0.7			Vacant Commercial	8000	\$ 19.27	\$ 31.52	\$ 63.49	\$ 12.06	\$ 29.20	\$ 51.58
<b>TOTAL:</b>							\$ 192.70	\$ 315.20	\$ 634.88	\$ 120.60	\$ 292.00	\$ 515.75

Year	Total Water Yearly Revenue*	Gross Margin#	Total Sewer Yearly Revenue*	Gross Margin#
2017	\$ 7,618.50	\$ 1,218.96	\$ 6,189.00	\$ 990.24
2018	\$ 7,847.06	\$ 1,255.53	\$ 6,374.67	\$ 1,019.95
2019	\$ 8,082.47	\$ 1,293.19	\$ 6,565.91	\$ 1,050.55
2020	\$ 8,324.94	\$ 1,331.99	\$ 6,762.89	\$ 1,082.06
2021	\$ 8,574.69	\$ 1,371.95	\$ 6,965.77	\$ 1,114.52
2022	\$ 8,831.93	\$ 1,413.11	\$ 7,174.75	\$ 1,147.96
2023	\$ 9,096.89	\$ 1,455.50	\$ 7,389.99	\$ 1,182.40
2024	\$ 9,369.79	\$ 1,499.17	\$ 7,611.69	\$ 1,217.87
2025	\$ 9,650.89	\$ 1,544.14	\$ 7,840.04	\$ 1,254.41
2026	\$ 9,940.41	\$ 1,590.47	\$ 8,075.24	\$ 1,292.04
2027	\$ 10,238.63	\$ 1,638.18	\$ 8,317.50	\$ 1,330.80
2028	\$ 10,545.79	\$ 1,687.33	\$ 8,567.02	\$ 1,370.72
2029	\$ 10,862.16	\$ 1,737.95	\$ 8,824.03	\$ 1,411.85
2030	\$ 11,188.02	\$ 1,790.08	\$ 9,088.76	\$ 1,454.20
2031	\$ 11,523.66	\$ 1,843.79	\$ 9,361.42	\$ 1,497.83
2032	\$ 11,869.37	\$ 1,899.10	\$ 9,642.26	\$ 1,542.76
2033	\$ 12,225.46	\$ 1,956.07	\$ 9,931.53	\$ 1,589.04
2034	\$ 12,592.22	\$ 2,014.76	\$ 10,229.47	\$ 1,636.72
2035	\$ 12,969.99	\$ 2,075.20	\$ 10,536.36	\$ 1,685.82
2036	\$ 13,359.09	\$ 2,137.45	\$ 10,852.45	\$ 1,736.39

\*Based on annual rate increase of 3%

#Based on 16% margin

Combined Total Yearly Revenue
\$ 13,807.50
\$ 14,221.73
\$ 14,648.38
\$ 15,087.83
\$ 15,540.46
\$ 16,006.68
\$ 16,486.88
\$ 16,981.48
\$ 17,490.93
\$ 18,015.66
\$ 18,556.13
\$ 19,112.81
\$ 19,686.19
\$ 20,276.78
\$ 20,885.08
\$ 21,511.64
\$ 22,156.98
\$ 22,821.69
\$ 23,506.34
\$ 24,211.53
\$ 371,012.70

Present Value Water Only	Present Value Sewer Only	Present Value Combined
1 Year payout:		
\$ 113,344.04	\$ 92,076.69	\$ 205,420.73

Electric Utility Debt: \$ 214,941.87 Term of Oct 2016-Dec 2019 (end)  
**Difference: \$ (9,521.14)**

Monthly paid from Oct 2016-Sept 2017:
\$ 9,445.34 \$ 7,673.06 \$ 17,118.39

Electric Utility Debt: \$ 17,911.82 Term of Oct 2016-Dec 2019 (end)  
**Difference: \$ (793.43)**



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Public Service

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**ITEM #4:** Rental of Crews with Equipment - Piggyback - Public Services (FY 2017 Funded)

**SUMMARY:** The Public Service department has a need to enter into a contract to provide equipment and personnel services to assist the Village for emergency/after hour repairs as well as repairs beyond the capabilities of Village staff and equipment in order to provide continued delivery of utility and other public services. To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Palm Beach County contract awarded to Hinterland Group, Inc.. This selection by the County was completed through a competitive selection process - Crews with Equipment, Rental of, Term Contract (Bid Number 16-041/ZG) - on August 16, 2016.

If approved, the Village would accept Hinterland Group Inc.'s pricing by piggybacking Palm Beach County's contract including all terms, conditions and pricing therein. The term of the contract is set to expire on August 31, 2017.

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 has worked with the proposed vendor previously and they provided excellent service.

**FISCAL IMPACT:**

Funds are available and will be charged to the appropriate budget line item depending on the project.

**ATTACHMENTS:**

1. Palm Beach County Invitation to Bid
2. Palm Beach County - Bid Tabulation
3. Palm Beach County - Notice of Award with Contract
4. Approval to Piggyback Letter - Hinterland Group Inc
5. Proposed Agreement - Hinterland Group Inc

Board of County Commissioners

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor



County Administrator

Verdenia C. Baker

Purchasing Department  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
BID #16-041/ZG**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**BID SUBMISSION DATE: JUNE 16, 2016 AT 4:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

**BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**C A U T I O N**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,  
this document may be requested in an alternate format.**

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199  
(561) 616-6800 FAX: (561) 616-6811

**BOARD OF COUNTY COMMISSIONERS  
Palm Beach County  
INVITATION FOR BID**

BID #16-041/ZG	BID TITLE: CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: ZULMA GASCA, SENIOR BUYER		TELEPHONE NO.: (561) 616-6848
FAX NO.: (561) 242-6748	E-MAIL ADDRESS: ZGASCA@PBCGOV.ORG	

All bid responses must be received on or before June 16, 2016, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

**GENERAL CONDITIONS**

**1. GENERAL INFORMATION**

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

**2. LEGAL REQUIREMENTS**

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between

the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County

2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who 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 F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, 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 successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the bidder: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the bidder is required to:

1. maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
2. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the bidder to comply with these requirements shall be a material breach of this Contract.

- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This

Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

n. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

### 3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

### c. SBE BID DOCUMENT LANGUAGE

#### Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses

eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

#### Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

#### Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

#### Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

#### Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

#### (Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

#### Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be

performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

#### Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

#### Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

#### Item 7 – Responsibilities After Contract Award

##### Schedule 3 – SBE/M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn

and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

##### Schedule 4 – SBE/M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

##### Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
  1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
  2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
  3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or,

the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
2. In the event that the successful bidder does not have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

#### 4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's

specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.  
**PALM BEACH COUNTY  
 FINANCE DEPT.  
 P.O. BOX 4036  
 WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

**Note:** Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at [pbcpaymentmgr@mypalmbeachclerk.com](mailto:pbcpaymentmgr@mypalmbeachclerk.com) or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

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

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

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## SPECIAL CONDITIONS

### 8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of **three (3)** references in which similar goods and/or services have been provided within the past **three (3)** years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. Bidder shall provide a list of equipment and facilities available to do the work.

### 10. AWARD BASED ON THE TOTAL FACTORED RATE

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot total factored rate basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

### 11. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than **10%** of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

### 12. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST)

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

**13. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

**14. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

**15. RESPONSE TIME/COMPLETION TIME**

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

Successful bidders' crews with equipment shall be required to respond on site within seventy-two (72) hours after receipt of term contract delivery order (DO) and prosecute the work uninterrupted, in such a manner, with the specified labor and equipment so as to ensure that projects as defined are completed within the timeframe agreed upon, unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Department or the designated County representative. On-site/start times shall be strictly adhered to without deviation.

The successful bidder shall, within seven (7) calendar days from the beginning of such delay, provide written notification of the causes of the delay to the designated County representative and to the Purchasing Department.

If the successful bidder shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God, the period specified for the completion of delivery shall be extended by such time as may be approved in writing by the Purchasing Department.

**16. AS SPECIFIED**

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all services rendered must meet the specifications herein.

**17. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$1,441,500. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

**18. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

**19. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, MOT (maintenance of traffic) conforming to FDOT standard specifications for road and bridge construction, section (102) in its entirety, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

**20. INSURANCE REQUIRED (LOT 1 - COUNTYWIDE)**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than **\$500,000** Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than **\$500,000** Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440. Coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of **\$100,000** Each Accident, **\$500,000** Disease-Policy Limit, **\$100,000** Disease-Each Employee.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**21. INSURANCE REQUIRED (LOT II - AIRPORTS ONLY)**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at [pbc@instracking.com](mailto:pbc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than **\$5,000,000** Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than **\$5,000,000** Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440. Coverage is required for all personnel who work on this project. This shall include the personnel of the contractor and any subcontractors, regardless of the size of the company. Exemptions for small companies shall not be accepted. Coverage must include Employer's Liability with minimum limits of **\$100,000** Each Accident, **\$500,000** Disease-Policy Limit, **\$100,000** Disease-Each Employee.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**SPECIFICATIONS  
 BID #16-041/ZG**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the rental of crews with equipment to be used by various departments throughout Palm Beach County.

**TECHNICAL REQUIREMENTS**

- CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe up to 36" diameter. The County shall furnish required materials.
- CREW – CONCRETE OR METAL PIPE LAYING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavating, installing and back filling equipment necessary for laying pipe 36" up to 84" diameter. The County shall furnish required materials.
- CREW – INFILTRATION DRAINAGE shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation of swales 36" wide, 24" deep, 8" cores to existing drainage inlets. Successful bidder shall also be responsible for all utility locates and hauling away excess materials. County shall furnish all required materials (i.e., rock, filter, cloth, jack & bores, 6' PVC sch. 40 pipe, sand).
- CREW – REPAIR OF STORM DRAINS & PIPING shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, for layout, excavation, repairs and back filling. Successful bidder shall be responsible for all utility locates.
- CREW – REPAIR OF WATER RETENTION, WALLS & BANKS shall consist of a foreman (with 40 hours of OSHA training), a minimum of three (3) experienced men, including layout, excavation, installation, and back filling. Successful bidder shall be responsible for all utility locates.
- DUMP TRUCK, 15 – 20 cu. yd. capacity (for concrete and asphalt disposal).
- WELL POINT EQUIPMENT up to 150 points complete, including pump and jetting equipment (run time only).
- TANDEM DUMP TRUCK with sideboards, 12 cu. yd. capacity.
- TRI-AXLE DUMP TRUCK with sideboards, 18 cu. yd. capacity.

**NOTE:** The above Trucks and Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the Palm Beach County Project Supervisor.

**FLOWABLE FILL (LOT I, ITEM 8)**

Successful bidder, upon request, shall furnish and place "Flowable Fill" as an alternative to compacted soil as approved in the "Florida Department of Transportation Standard Specifications for "Road & Bridge Construction" year 2004, Section 121-1 through 121-7. Compensation shall be paid at the price per Cubic Yard as stated on the Bid Response page. The cubic yard price includes product, delivery and off-loading as directed by Palm Beach County Project Supervisor.

### **SUCCESSFUL BIDDER'S RESPONSIBILITIES**

Successful bidder shall, at a minimum, own or have access to the following list of equipment, if required. The hourly rate offered shall include any/all of the items listed below. Failure to provide the specified equipment shall be sufficient cause for default and contract termination.

- Pneumatic plugs, 6" – 72"
- Steel sheeting and shoring
- 3" Diaphragm pump with 50' discharge hose
- Hydraulic pumps capable of loading tankers
- Laser beam
- Boom truck with 12,000 lb. capacity
- Underwater (hydraulic) saw for cutting pipe
- Air compressor and jack hammers
- Backhoe with minimum lifting capacity of 12,000 lbs. for setting manholes, catch basins, etc.
- Front end loader
- 1 ½ ton asphalt roller
- Vibratory compaction equipment

Successful bidder's equipment shall **not be** substituted without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators shall be fully licensed, as applicable, and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract due to default by the successful bidder.

Successful bidder shall be responsible for repairs and maintenance of its equipment. The equipment shall be operated by the successful bidder and kept in good working condition, including all grease, oil, parts and fuel, as necessary.

Successful bidder's equipment deemed defective by the designated Palm Beach County Project Supervisor shall be promptly removed from the site. Personnel employed either directly or indirectly by the successful bidder, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work on the project. Failure of the successful bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

### **COUNTY'S RESPONSIBILITIES**

The County shall order on an as needed basis.

The County shall furnish materials for the projects. In the event the successful bidder requires additional material(s) supplied by the County to complete a project within the specified agreed upon timeframe, the successful bidder shall notify the Palm Beach County Project Supervisor for that project and, upon approval, the successful bidder shall purchase the material required and the County will reimburse for those materials at bidder's cost of the actual items plus shipping cost. Successful bidder shall be required to provide original receipts of the material purchased to the County Project Supervisor for payment.

The contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County Department, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the successful bidder.

The designated Palm Beach County Project Supervisor or his duly appointed representative shall have the authority to suspend the work for the following reasons: (a) default of the successful bidder; (b) unfavorable weather conditions; (c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the County representative, makes it impractical to secure first-class results.

**DEFINITIONS**

Standard Rate: Hourly rate for actual time worked on site only, 24 hours a day, 7 days a week, 365 days a year, excluding Palm Beach County recognized holidays.

Holiday Rate: Compensation shall be paid at a rate of 2.0 times the awarded standard hourly rate for actual time worked during Palm Beach County recognized holidays.

**PAYMENT**

Payment is based on the unit price provided on the bid response page. Payment shall be rendered ONLY upon the County's satisfaction of services rendered. Unit price shall include, but is not limited to, all supervision, labor, equipment, tools, machinery, transportation, travel, mobilization, demobilization, manpower, fuel, oil, greases, insurance, taxes, fees, plant, suspensions, delays, or any other incidental expenses necessary to fully and completely provide the service(s) as specified above. No additional compensation shall be offered or paid.

Payment for crews with equipment shall be made for actual time worked on site only, 24 hours a day, 7 days a week, 365 days a year.

The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Daily Billing Ticket" to verify actual number of hours worked by the piece of equipment and/or crew, as applicable.

Crews and/or equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of use.

Any down time and transportation/travel between job sites is not to be computed as rental time and will not be compensated.

Any equipment remaining on site, without operator, for the convenience of the successful bidder will not be compensated.

No overtime shall be paid under this contract.

Projects started prior to the termination of this contract shall be allowed an additional thirty (30) days for completion.

**BID RESPONSE  
 BID #16-041/ZG**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**LOT I – COUNTYWIDE**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	TOTAL FACTORED RATE
1.	CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING UP TO 36" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ _____	.16 =	\$ _____
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" UP TO 84" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ _____	.25 =	\$ _____
3.	CREW – INFILTRATION DRAINAGE, AS SPECIFIED HEREIN.	HR	\$ _____	.50 =	\$ _____
4.	DUMP TRUCK, 15 – 20 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ _____	.01 =	\$ _____
5.	WELL POINT EQUIPMENT, AS SPECIFIED HEREIN.	HR	\$ _____	.05 =	\$ _____
6.	TANDEM DUMP TRUCK WITH SIDEBOARDS, 12 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ _____	.01 =	\$ _____
7.	TRI-AXLE DUMP TRUCK WITH SIDEBOARDS, 18 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ _____	.01 =	\$ _____
8.	FLOWABLE FILL, AS SPECIFIED HEREIN.	CU. YD.	\$ _____	.01 =	\$ _____
<b>TOTAL FACTORED RATE LOT I:</b>					\$ _____

**LOT II – AIRPORTS – Per Airport requirements herein**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	TOTAL FACTORED RATE
1.	CREW – CONCRETE OR METAL PIPE LAYING UP TO 36" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ _____	.20 =	\$ _____
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" UP TO 84" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ _____	.20 =	\$ _____
3.	CREW – REPAIR OF STORM DRAINS & PIPING, AS SPECIFIED HEREIN.	HR	\$ _____	.25 =	\$ _____
4.	CREW – REPAIR OF WATER RETENTION WALLS & BANKS, AS SPECIFIED HEREIN.	HR	\$ _____	.25 =	\$ _____

Continued....

FIRM NAME: \_\_\_\_\_

**BID RESPONSE  
 BID #16-041/ZG**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**LOT II – AIRPORTS – Continued...**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	TOTAL FACTORED RATE
5.	DUMP TRUCK, 15 – 20 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ _____	.02 =	\$ _____
6.	WELL POINT EQUIPMENT, AS SPECIFIED HEREIN.	HR	\$ _____	.06 =	\$ _____
7.	TANDEM DUMP TRUCK WITH SIDEBARDS, 12 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ _____	.01 =	\$ _____
8.	TRI-AXLE DUMP TRUCK WITH SIDEBARDS, 18 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ _____	.01 =	\$ _____
<b>TOTAL FACTORED RATE LOT II:</b>					\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL \_\_\_\_\_  
 Acknowledge Qualification of Bidders information is included, per Term and Condition #9? YES/INITIAL \_\_\_\_\_  
 Acknowledge Insurance requirements, per Term and Condition #20 and 21? YES/INITIAL \_\_\_\_\_

<b>* PLEASE AFFIX SIGNATURE WHERE INDICATED        (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</b>	
By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.	
Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.	
FIRM NAME: (Enter the entire legal name of the bidding entity)	DATE:
* SIGNATURE: _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____ ZIP CODE: _____	
TELEPHONE # ( ) TOLL FREE # ( )	E-MAIL: FAX #: ( )
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____	
FEDERAL ID # _____	

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR SOLICITATION #16-041/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:			
ADDRESS:			
CONTACT NAME:			
CONTACT INFORMATION:	PHONE:	CELL PHONE:	
	FAX:	EMAIL:	
SCOPE OF WORK:			
CONTRACT DATES:			

REFERENCE NAME:			
ADDRESS:			
CONTACT NAME:			
CONTACT INFORMATION:	PHONE:	CELL PHONE:	
	FAX:	EMAIL:	
SCOPE OF WORK:			
CONTRACT DATES:			

REFERENCE NAME:			
ADDRESS:			
CONTACT NAME:			
CONTACT INFORMATION:	PHONE:	CELL PHONE:	
	FAX:	EMAIL:	
SCOPE OF WORK:			
CONTRACT DATES:			

**CERTIFICATION OF BUSINESS LOCATION**  
**BID #16-041/ZG**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

\_\_\_\_\_ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
 \_\_\_\_\_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_ Headquarters located in the Glades  
 \_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
 (Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION  
BID #16-041/ZG**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NON-DISCRIMINATION POLICY  
BID #16-041/ZG**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

**OR**

Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**NOTE:**

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**BIDDER:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: \_\_\_\_\_ PROJECT NO. OR BID NO.: \_\_\_\_\_  
 NAME OF PRIME BIDDER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_ USER DEPARTMENT: \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
Total					_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ \_\_\_\_\_  
 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge:

Note: \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage  
\_\_\_\_\_  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

Date: \_\_\_\_\_

**OSBA SCHEDULE 3  
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT#: \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION							SBE-M/WBE Category (check all applicable)							
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge  
 Return to: Palm Beach County \_\_\_\_\_  
 (Signature and Title)

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that \_\_\_\_\_ received  
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_

On \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ from \_\_\_\_\_  
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Work Order)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR VENDOR CODE: \_\_\_\_\_

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: \_\_\_\_\_

=====  
If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

\*Subcontractor Name: \_\_\_\_\_ Amount to be paid: \_\_\_\_\_

\*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.  
=====

By: \_\_\_\_\_  
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_  
Rev. 5 Last updated: 11/18/11

**AWARD RECOMMENDATION  
 BID RE-CAP SHEET**

BID #16-041ZG

BUYER: ZULMA GASCA

TITLE: CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	LP - HS	06/16/16	AWARD POSTED ON WEBSITE	AShaern	7/29/16
POSTING APPROVED	JSmith	7/29/16	AWARD REMOVED FROM WEBSITE	AShaern	8/8/16
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	AShaern	7/29/16	COPY TO OSBA AND DEPARTMENT	AShaern	8/8/16

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

PREFERENCE CODES:  
 "GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid  
 "LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid  
 "SBE" = SBE RANKING (10%)\*  
 "NO LP" = NO "LP" APPLIED

**LOT #1 - COUNTYWIDE**

**STEP 1**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
HINTERLAND GROUP, INC (PRIMARY)	\$182.95	SBE	HINTERLAND GROUP, INC (PRIMARY)	\$182.95	SBE	( 1 )
D.S. EAKINS CONSTRUCTION CORPORATION (SECONDARY)	\$234.80	SBE	D.S. EAKINS CONSTRUCTION CORPORATION (SECONDARY)	\$234.80	SBE	( 1 )

**LOT #2 - AIRPORTS**

**STEP 2**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
HINTERLAND GROUP, INC (PRIMARY)	\$263.90	SBE	HINTERLAND GROUP, INC (PRIMARY)	\$263.90	SBE	( 1 )
D.S. EAKINS CONSTRUCTION CORPORATION (SECONDARY)	\$411.00	SBE	D.S. EAKINS CONSTRUCTION CORPORATION (SECONDARY)	\$411.00	SBE	( 1 )

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

PUR #16 JUL 29 AM 9:52

REMARKS:

Posting Period  
 8/11/16 - 8/5/16

PUR #16 JUL 29 AM 9:05



August 16, 2016

**Purchasing Department**  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 616-6811  
www.pbcgov.com/purchasing

Hinterland Group, INC  
Daniel Duke  
992 W 15th St  
Riviera Beach, FL 33404

TERM CONTRACT #16041

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for CREWS WITH EQUIPMENT, RENTAL OF based on:

- SOLICITATION #16-041/ZG
- OTHER: AWARD OF LOTS #1 & #2 (PRIMARY)

The term of this contract is 09/01/16 through 08/31/17, and has an estimated dollar value of \$1,441,500, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please Zulma Gasca, Buyer at [zgasca@pbcgov.org](mailto:zgasca@pbcgov.org) or (561) 616-6848.

Sincerely,

  
Kathleen M. Scarlett  
Director

- c: Carole Portilla, Engineering
- Chuck Michael, Airports
- Vernetha Green, Water Utilities
- Bonnie Stein, Fire Rescue
- Vicky Cronell, OSBA
- Tonya Johnson, OSBA
- File

**Palm Beach County  
Board of County  
Commissioners**

- Mary Lou Berger, Mayor
- Hal R. Valeche, Vice Mayor
- Paulette Burdick
- Shelley Vana
- Steven L. Abrams
- Melissa McKinlay
- Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

**BID RESPONSE**  
**BID #16-041/ZG**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**LOT I – COUNTYWIDE**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	TOTAL FACTORED RATE
1.	CREW – CONCRETE, PVC, HDPE OR METAL PIPE LAYING UP TO 36" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ 240.00	.16 =	\$ 38.40
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" UP TO 84" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ 285.00	.25 =	\$ 71.25
3.	CREW – INFILTRATION DRAINAGE, AS SPECIFIED HEREIN.	HR	\$ 125.00	.50 =	\$ 62.50
4.	DUMP TRUCK, 15 – 20 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ 150.00	.01 =	\$ 1.50
5.	WELL POINT EQUIPMENT, AS SPECIFIED HEREIN.	HR	\$ 100.00	.05 =	\$ 5.00
6.	TANDEM DUMP TRUCK WITH SIDEBARDS, 12 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ 150.00	.01 =	\$ 1.50
7.	TRI-AXLE DUMP TRUCK WITH SIDEBARDS, 18 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ 150.00	.01 =	\$ 1.50
8.	FLOWABLE FILL, AS SPECIFIED HEREIN.	CU. YD.	\$ 130.00	.01 =	\$ 1.30
<b>TOTAL FACTORED RATE LOT I:</b>					<b>\$ 182.95</b>

**LOT II – AIRPORTS – Per Airport requirements herein**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	TOTAL FACTORED RATE
1.	CREW – CONCRETE OR METAL PIPE LAYING UP TO 36" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ 270.00	.20 =	\$ 54.00
2.	CREW – CONCRETE OR METAL PIPE LAYING 36" UP TO 84" DIAMETER, AS SPECIFIED HEREIN.	HR	\$ 315.00	.20 =	\$ 63.00
3.	CREW – REPAIR OF STORM DRAINS & PIPING, AS SPECIFIED HEREIN.	HR	\$ 280.00	.25 =	\$ 70.00
4.	CREW - REPAIR OF WATER RETENTION WALLS & BANKS, AS SPECIFIED HEREIN.	HR	\$ 250.00	.25 =	\$ 62.50

Continued....

FIRM NAME: Hinterland Group, Inc.

**BID RESPONSE  
BID #16-041/ZG**

**CREWS WITH EQUIPMENT, RENTAL OF, TERM CONTRACT**

**LOT II – AIRPORTS – Continued....**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	TOTAL FACTORED RATE
5.	DUMP TRUCK, 15 – 20 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ <u>180.00</u>	.02 =	\$ <u>3.60</u>
6.	WELL POINT EQUIPMENT, AS SPECIFIED HEREIN.	HR	\$ <u>120.00</u>	.06 =	\$ <u>7.20</u>
7.	TANDEM DUMP TRUCK WITH SIDEBARDS, 12 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ <u>180.00</u>	.01 =	\$ <u>1.80</u>
8.	TRI-AXLE DUMP TRUCK WITH SIDEBARDS, 18 CU. YD. CAPACITY, AS SPECIFIED HEREIN.	HR	\$ <u>180.00</u>	.01 =	\$ <u>1.80</u>
<b>TOTAL FACTORED RATE LOT II:</b>					\$ <u>263.90</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL 

Acknowledge Qualification of Bidders information is included, per Term and Condition #9?

YES/INITIAL 

Acknowledge Insurance requirements, per Term and Condition #20 and 21?

YES/INITIAL 

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

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

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

Hinterland Group, Inc.

DATE:

6/17/2016

**\* SIGNATURE:** 

PRINT NAME: Daniel Duke III

PRINT TITLE: Title

ADDRESS: 992 W. 15th Street

CITY / STATE: Riviera Beach, Florida

ZIP CODE: 33404

TELEPHONE # ( 561 ) 640-3503

TOLL FREE # ( )

E-MAIL: DDuke1@hinterlandgroup.com

FAX #: ( 321 ) 633-7067

APPLICABLE

LICENSE(S)

NUMBER # CGC1520354

TYPE: Certified General Contractor

FEDERAL ID # 205156844

**QUALIFICATIONS OF BIDDERS  
REFERENCES FOR SOLICITATION #16-041/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

<b>REFERENCE NAME:</b>	Palm Beach County		
<b>ADDRESS:</b>	8100 Forest Hill Blvd., West Palm Beach, Florida 33416		
<b>CONTACT NAME:</b>	Conrad Thirbenny		
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> 561-493-6154	<b>CELL PHONE:</b> 561-307-8098	
	<b>FAX:</b> 561-493-6008	<b>EMAIL:</b> CThirbenny@pbcwater.com	
<b>SCOPE OF WORK:</b>	Sewer Rehab and Repair		
<b>CONTRACT DATES:</b>	March 2015 - November 2015		

<b>REFERENCE NAME:</b>	City of West Palm Beach		
<b>ADDRESS:</b>	401 Clematis Street, 5th Floor, West Palm Beach, Florida 33401		
<b>CONTACT NAME:</b>	Daniel Roberge		
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> 561-822-2100	<b>CELL PHONE:</b> 561-402-4900	
	<b>FAX:</b> 561-822-1564	<b>EMAIL:</b> DRoberge@wpb.org	
<b>SCOPE OF WORK:</b>	Rehab, Repair and Installation of Utilities		
<b>CONTRACT DATES:</b>	October 2015 - March 2016		

<b>REFERENCE NAME:</b>	City of Miramar		
<b>ADDRESS:</b>	13900 Pembroke Road, Miramar, Florida 33027		
<b>CONTACT NAME:</b>	Marcelin Denis		
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> 954-883-6802	<b>CELL PHONE:</b> 954-288-7060	
	<b>FAX:</b> 954-602-3635	<b>EMAIL:</b> MPDenis@miramarfl.gov	
<b>SCOPE OF WORK:</b>	Emergency Sewer and Water Repair		
<b>CONTRACT DATES:</b>	February 2016-May 2016		

**DRUG-FREE WORKPLACE CERTIFICATION  
BID #16-041/ZG**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Daniel Duke III the  
(Individual's Name)

President of Hinterland Group, Inc.  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
Signature \_\_\_\_\_ Date 6/17/2016

**NON-DISCRIMINATION POLICY**  
**BID #16-041/ZG**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

**OR**

- Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**NOTE:**

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**BIDDER:**

Hinterland Group, Inc.

Company Name

Signature

Daniel Duke III

Name (type or print)

President

Title

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Crews with Equipment, Rental of, Term Contract PROJECT NO. OR BID NO.: 16-041/ZG  
 NAME OF PRIME BIDDER: Hinterland Group, Inc. ADDRESS: 992 W. 15th Street, Riviera Beach, Florida 33404  
 CONTACT PERSON: Daniel Duke III PHONE NO.: 561-640-3503 FAX NO.: 321-633-7067  
 BID OPENING DATE: June 17, 2016 USER DEPARTMENT: \_\_\_\_\_

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)					DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Minority Business	Small Business		Black	Hispanic	Women	Caucasian	Other (Please Specify)
Hinterland Group, Inc. 992 W. 15th Street 1. Riviera Beach, Florida 33404	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					15%	
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total Bid Price \$ PER BID SCHEDULE Total SBE-M/WBE Participation-Dollar Amount or Percentage of Work 15%

I hereby certify that the above information is accurate to the best of my knowledge:  
 Signature \_\_\_\_\_ Title President

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted. Crew with Equipment, Rental of,

PROJECT NUMBER: 16-041/ZG PROJECT NAME: Term Contract

TO: Hinterland Group, Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: December 9, 2015

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>All</u>	<u>As LISTED</u>	<u>All</u>	<u>PER BID SCHEDULE (00)</u>	<u>100%</u>

at the following price or percentage  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage 15% / Hinterland Group, Inc.  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Hinterland Group, Inc.  
(Print name of SBE-M/WBE Subcontractor)  
By: [Signature]  
(Signature)  
Daniel Duke III/President  
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

Date: June 17, 2016

**HINTERLAND**  
**HG**  **GROUP INC**  
**ENGINEERING CONTRACTOR**

**From:**

Chase Rogers  
Hinterland Group, Inc.  
992 W. 15<sup>th</sup> Street  
Riviera Beach, FL 33404

**TO:** Village of Palm Springs

**ATTN:** Tina Stinson

**RE:** Approval to Piggyback Palm Beach County Contract #16-041/ZG

Hinterland Group, Inc. Hereby agrees to enter into contract with the Village of Palm Springs under the conditions of Palm Beach County Contract #16-041/ZG “Crews with Equipment, Rental of”, by means of piggybacking.

If you have any questions please contact Chase Rogers, at [crogers@hinterlandgroup.com](mailto:crogers@hinterlandgroup.com) or 561-640-3503.

Thank you



Chase Rogers

Hinterland Group, Inc.

**992 W. 15TH ST, RIVIERA BEACH, FL 33404**  
**561-640-3503 OFFICE 561-640-3504 FAX**  
**CGC1520354 CUC1224634 CBC1255077 EC13003615**

## AGREEMENT FOR RENTAL OF EQUIPMENT AND CREWS

This Agreement for Rental of Equipment and Crews Services (“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 **Hinterland Group, Inc.**, 992 W 15<sup>th</sup> Street, Riviera Beach, FL 33404, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

### RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with equipment and crew rental services, in the event the need arises; and,

WHEREAS, Palm Beach County through its competitive selection process awarded Crews with Equipment, Rental of, Term Contract (Bid no. 16-041/ZG) (“County Contract” hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for the rental of equipment and crew services based on the pricing and terms and conditions of the County Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR’s pricing by piggy-backing the County Contract including all terms, conditions and pricing 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. County Contract. The County Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Palm Beach County under the County Contract and all associated and applicable Contract Documents as defined therein.
3. CONTRACTOR’s Proposal. In accordance with the terms and conditions in the County Contract and pricing therein, the CONTRACTOR shall provide equipment and crew rental services as requested by the VILLAGE. The goods and services to be provided by the CONTRACTOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the County 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. County Contract (including all Contract Documents as defined therein which are applicable to the Project); and,
- D. All specifications and drawings provided by the VILLAGE.

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 (excluding Exhibit "A");
- C. The County Contract;
- D. All specifications and drawings provided by the VILLAGE; and,
- E. CONTRACTOR's proposal (Exhibit "A" of this Agreement).

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the unit price amounts stated in the CONTRACTOR's proposal (Exhibit "A") which shall be considered the "Contract price" under the County Contract. CONTRACTOR 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 CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in County Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured. Further, the CONTRACTOR shall provide the VILLAGE with a public construction bond for any purchase order/project in excess of \$200,000.00.
- 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 irrevocably submits 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. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 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 County Contract, which is August 31, 2017. In the event the Palm Beach County Contract is extended, this Agreement may be extended for the same term upon the approval of the CONTRACTOR and the Village Manager.
- 6.11 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

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

#### 7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract.





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Administration

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**ITEM #5:** Florida City Government Month - Student Attendees - Palm Springs Community Middle School

During the month of October 2016, the Village of Palm Springs celebrated Florida City Government Month in an effort to promote information about the Village and the public services that are offered within our community.

In addition to the Proclamation that was established by the Village Council, staff recently attended two (2) eighth grade classes at Palm Springs Community Middle School and provided information about the Village, including our organizational structure, the roles of the Mayor and Council and staff and our daily responsibilities/operations. Additionally, a Mayor and Council were selected and a hypothetical scenario was introduced where there were two locations (one in a residential community and another in a commercial area) where a popular fast food chain may be interested in locating. The student "Council" was responsible for hearing from staff about the proposal, listening to school principals (students selected) as well as community citizens on their thoughts and interests regarding the proposed locations. The Council then discussed the item and the Mayor called for a vote following a motion and second. The Council, in both classes, made the determination to locate the site in a commercial area that was more consistent with the proposed use.

In an effort to continue our celebration of this important month, eleven 8th grade students will be attending the upcoming November 10th Council Meeting and sit with the Council and members of staff. This opportunity will provide our community students with the opportunity to better understand the Village Council's responsibilities and how a Council Meeting is held.

### **FISCAL IMPACT:**

This item does not provide a fiscal impact to the Village.

### **ATTACHMENTS:**

1. List of Students - Palm Springs Community Middle School
2. City Government Month - Proclamation



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*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:** November 10, 2016

**DEPARTMENT:** Police Department

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**ITEM #6:** Ordinance 2016-20 - Village Code Amendment - Nightclubs

**SUMMARY:** The Police Department is recommending various amendments to Village Code related to Night Clubs to ensure increased public safety by clarifying and expanding security camera requirements and maintenance. The proposed amendment includes the following:

- . When security cameras must be operational, the minimum number of cameras per square foot of the establishment and the areas must be monitored
- . The length of time that recordings must be retained and made available to law enforcement
- . Signage notifying patrons of the use of on-site security cameras
- . Ensure the premises is clean (e.g. free of trash and debris), including parking lots and adjacent open spaces

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

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 8, 2016.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Proposed Ordinance 2016-20 - Nightclubs

**ORDINANCE NO. 2016-20**

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION XXII "NIGHTCLUBS", SECTION 34-1311, "DEVELOPMENT STANDARDS", TO PROVIDE REGULATIONS REQUIRING THE INSTALLATION AND USE OF SECURITY CAMERA EQUIPMENT AND FOR THE MAINTENANCE OF ADJACENT AREAS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances regarding use and improvements of land; and

**WHEREAS**, the Village desires to amend the existing regulations for nightclubs to require installation and use of security camera equipment; and

**WHEREAS**, the Village finds making amendments to existing regulations for nightclubs 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 District Regulations", Subdivision XXII "Nightclubs", Section 34-1311, "Development Standards", of the Village Code is hereby amended as follows:

**Section 34-1311. Development Standards.**

In addition to applicable regulations and requirements set forth in other sections of this article, the following minimum standards and regulations shall apply to the development or use of property for a nightclub. Such standards shall be met regardless of the existence of lesser standards that shall be imposed by other agencies or government.

- (1) It shall be unlawful for persons under the age of 21 to enter, patronize, visit, be admitted to, or allowed access in any nightclub, except as hereinafter provided. This restriction shall not apply to:
  - a) Persons accompanied by either of their parents (natural, adoptive, or stepparent) or legal guardian (appointed by a court);
  - b) In the case of hotels and other similar multi-use establishments, this restriction applies only to those areas of the establishment operating primarily as a nightclub, and not as a restaurant or lounge;
  - c) A nightclub, during any time period in which it is not serving or selling alcoholic beverages to the public or allowing alcohol to be consumed on its premises; provided that one hour before anyone under the age of 21 is admitted into the establishment, all alcoholic beverages previously served to customers, or being consumed by customers, are removed from customer access and otherwise discarded, and the establishment's entire inventory of alcoholic beverages is properly secured from public access. Securing alcoholic beverages from public access includes locking beer taps and securing or removing all open bottles in the bar area. The bar is required to be inspected by a law enforcement officer to ensure compliance prior to opening for persons under age 21. The sale, service or consumption of alcoholic beverages may not resume until all persons under the age of 21 have vacated the premises;
  - d) Members of the military or armed services with proper military identification to show that they are currently on active duty with a branch of the United States military; or
  - e) Persons employed by or at the alcoholic beverage establishments.
- (2) Live entertainment is permitted, with the exception of adult entertainment.
- (3) Pyrotechnics are prohibited.
- (4) Gaming devices, such as pool tables and pinball machines, are prohibited. Video devices and televisions are authorized except that no pornographic material shall be permitted to be shown on any video device or television.
- (5) All patrons entering a nightclub shall be subject to a weapons check.
- (6) There shall be no private rooms within a nightclub other than bathrooms, one office, and a kitchen.
- (7) No common areas or access halls with other businesses are allowed. Direct access to the outside building shall be the only non-emergency entrance.

- (8) Back doors shall be configured as "emergency exits" only. These doors must be fully equipped with panic hardware with an audible alarm that sounds when door is opened.
- (9) ~~Rear exits shall be equipped with security cameras that are placed to monitor activity and monitors are located at the front entrance. The cameras will be equipped with recording devices which will be available to law enforcement officers as requested.~~ All nightclubs shall maintain a security camera system capable of recording and retrieving video images, which must be activated and record video during all hours of operation. The nightclub will install and maintain one security camera for every six hundred (600) square feet of interior space and adjacent exterior patio areas. The cameras shall continuously capture an unobstructed view of the interior or exterior of the establishment and the interior and exterior images of the entrance and exit doors. The monitors and recording equipment will be located at the establishment. Recorded video images shall be stored for a minimum of thirty (30) days and provided, without court order, to a law enforcement officer within three (3) days of the request and in a format that the police department can utilize. Each nightclub required to have cameras pursuant to this provision shall prominently display signage on the premises to include, at a minimum, at the entrance(s) and one inside the establishment notifying patrons of the presence and use of the security cameras.
- (10) All alcoholic beverages including empty bottles from patrons and employees shall be surrendered at the exit and shall not be taken into the parking lot or outside area.
- (11) All nightclubs shall maintain their premises, and any accessory premises such as parking lots or open space adjacent to such premises, clean and free from trash and debris at all times.
- (142) No one shall loiter outside the nightclub at any time whether the establishment is open or closed.
- (123) Patrons that repeatedly cause disturbances shall be deemed a nuisance and denied entry.

**Section 3. Codification.** The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

**Section 4. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 5. Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable,

void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall become effective immediately upon adoption.

Council Member \_\_\_\_\_, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

	<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: \_\_\_\_\_

Ordinance No. 2016-20

ATTEST:

BY: \_\_\_\_\_  
Susan M. Caljean, Village Clerk

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: \_\_\_\_\_  
Glen J. Torcivia, Village Attorney



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Land Development

---

**ITEM #7:** 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 2,200 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 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 November 10th meeting, and their recommendation will be provided to the Council prior to 2nd and final reading.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Land Development Director.

The proposed ordinance was approved on 1st reading during the September 8, 2016 Council Meeting and is being re-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.

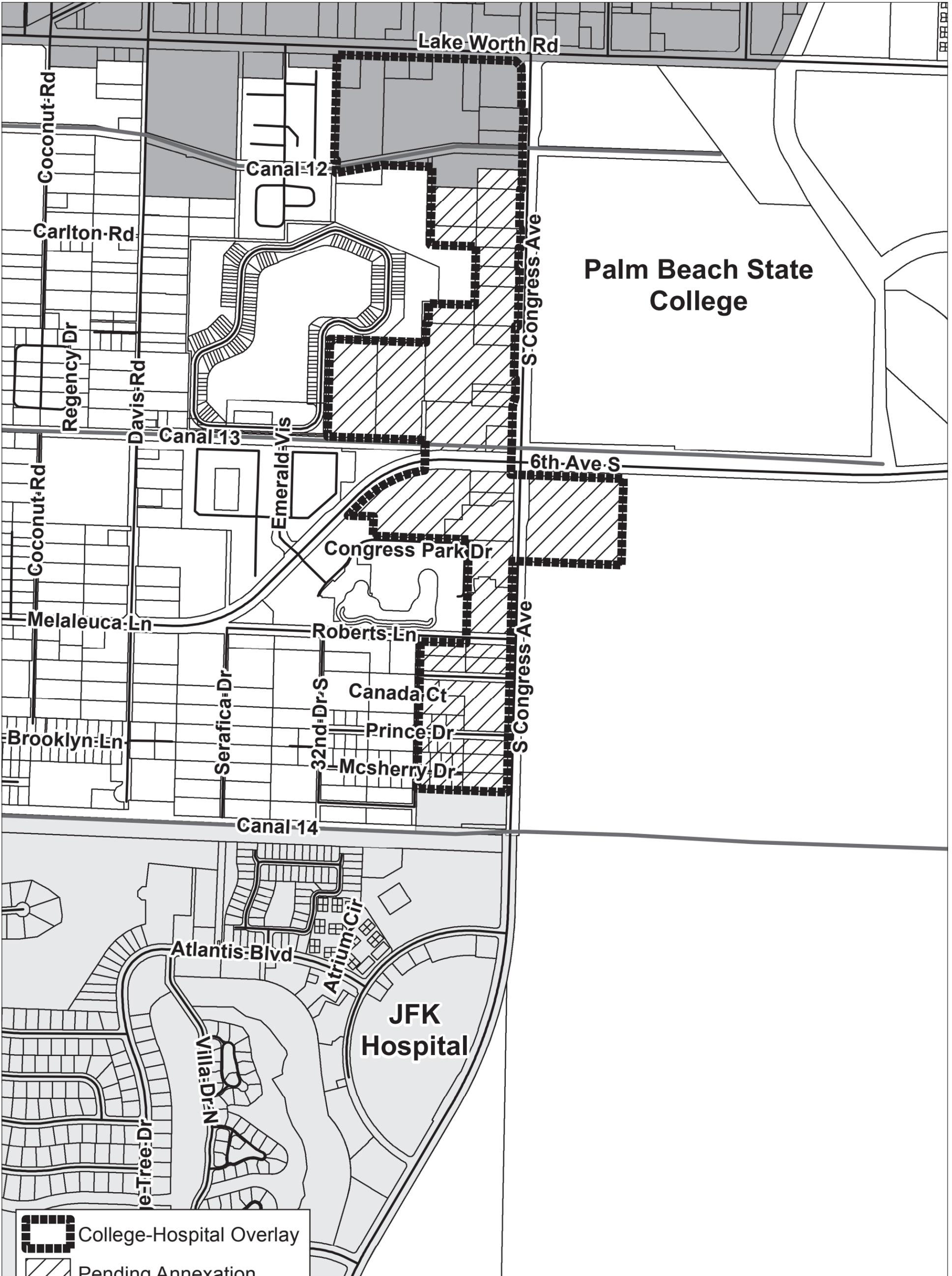
**Policy O.1:** The allowances of the CHO shall only be applicable to properties along the South Congress Avenue corridor, south of Lake Worth Road, designated with the Mixed Use land use category and Mixed-Use (MU) zoning district that fulfill the objectives of the Overlay. The applicable properties are depicted in the Map O.1.

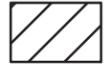
**Policy O.2:** The Village shall provide incentives through the CHO to promote a diverse mix of restaurants, retail, offices, and other commercial uses that benefit from drive-by traffic of Palm Beach State College (a commuter campus) and JFK Hospital (a full service emergency facility), and to attract 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



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 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.

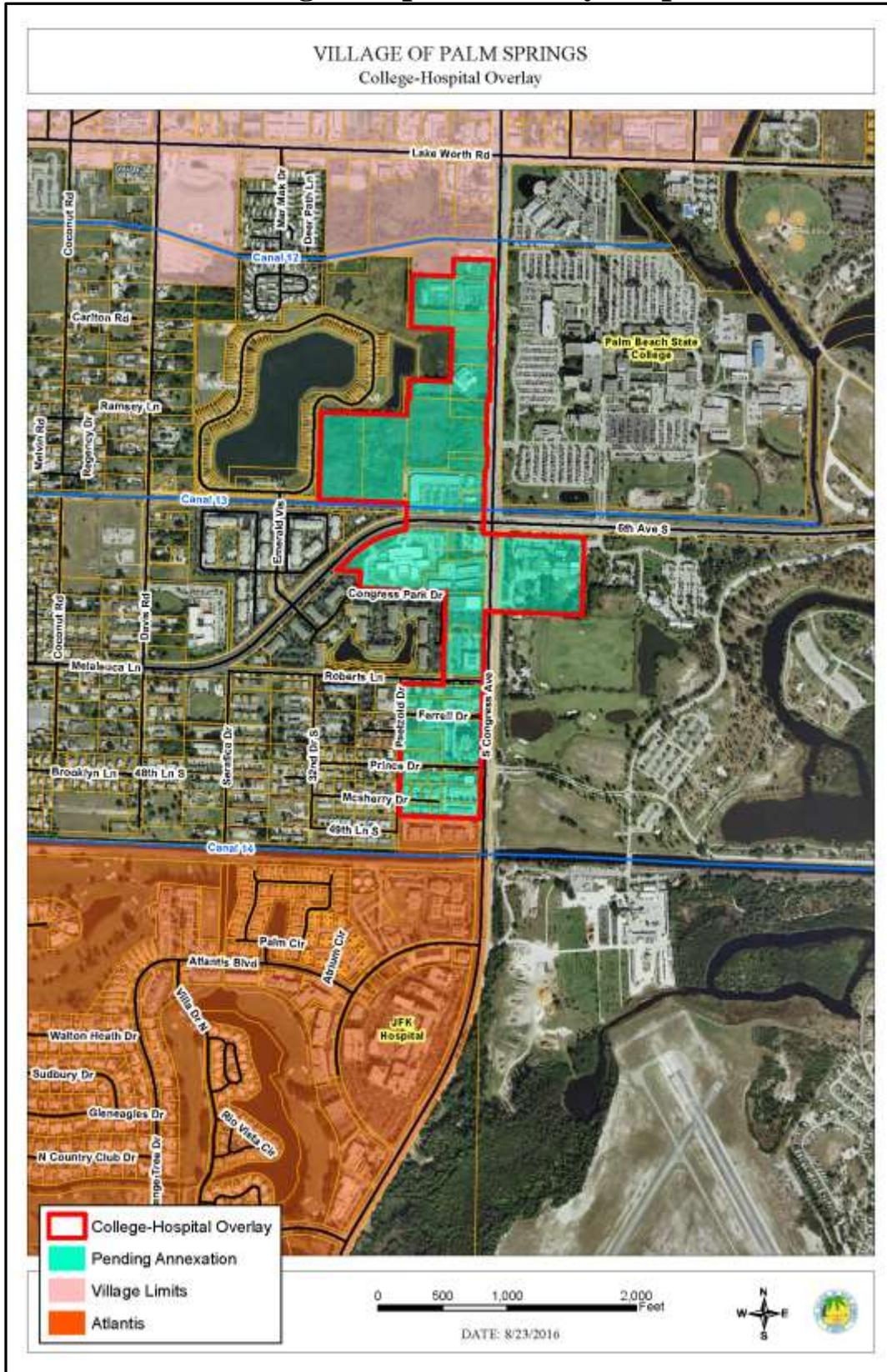
The CHO is established in recognition of the 30,000+ students and 2500 staff that attend Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility), both 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

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**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](mailto:larry.hymowitz@dot.state.fl.us)

## Kimberly K. Glas-Castro

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**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](mailto:doblaczy@sfwmd.gov)

## Kimberly K. Glas-Castro

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**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](mailto: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](mailto: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



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**From:** Susan M. Caljean [<mailto:scaljean@vpsfl.org>]  
**Sent:** Monday, August 01, 2016 2:10 PM  
**To:** [ray.eubanks@deo.myflorida.com](mailto:ray.eubanks@deo.myflorida.com); Suber, Tracy; [Plan.Review@dep.state.fl.us](mailto:Plan.Review@dep.state.fl.us); [Deena.Woodward@DOS.MYFlorida.com](mailto:Deena.Woodward@DOS.MYFlorida.com)  
**Cc:** [stacy.miller@dot.state.fl.us](mailto:stacy.miller@dot.state.fl.us); [mbusha@tcrpc.org](mailto:mbusha@tcrpc.org); [tmanning@sfwmd.gov](mailto: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



## 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**

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**Subject:**

FW: Palm Springs Overlay - Seaglades Inclusion +/- 7.20 Acres

On Jul 14, 2016, at 2:16 PM, kpoyner <[kpoyner@bellsouth.net](mailto: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

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**Subject:** FW: Hospial - University Overlay

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**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

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**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](mailto:Kglas-castro@vpsfl.org)

Kevin McGinley  
Land Research Management, Inc.  
2240 Palm Beach Lakes Blvd.#103  
West Palm Beach, FL 33409  
(561) 686-2481

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 6<sup>th</sup> Avenue South<sup>1</sup>, 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 6<sup>th</sup> Avenue South and Lake Worth Road<sup>2</sup>.

**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

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<sup>1</sup> Palm Beach County Traffic Engineering – 2016 Peak Hour Counts, 6/16/16

<sup>2</sup> 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

	<b>Residential Potential</b>	<b>Commercial Potential</b>	<b>Redevelopment Potential</b>
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 <sup>3</sup>	Potable Water <sup>4</sup>	Sanitary Sewer <sup>5</sup>	Solid Waste <sup>6</sup>	Parks <sup>7</sup>
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
	<b>Difference</b>	+3176 trips	+154,817 gpd	+119,180 gpd	+17,986 lb/day	+0.175 acres

<sup>3</sup> Average Daily Traffic, no capture/internalization assumed

<sup>4</sup> Nonresidential= 0.16/s.f.; MF Residential=110/capita; 1.89ppu

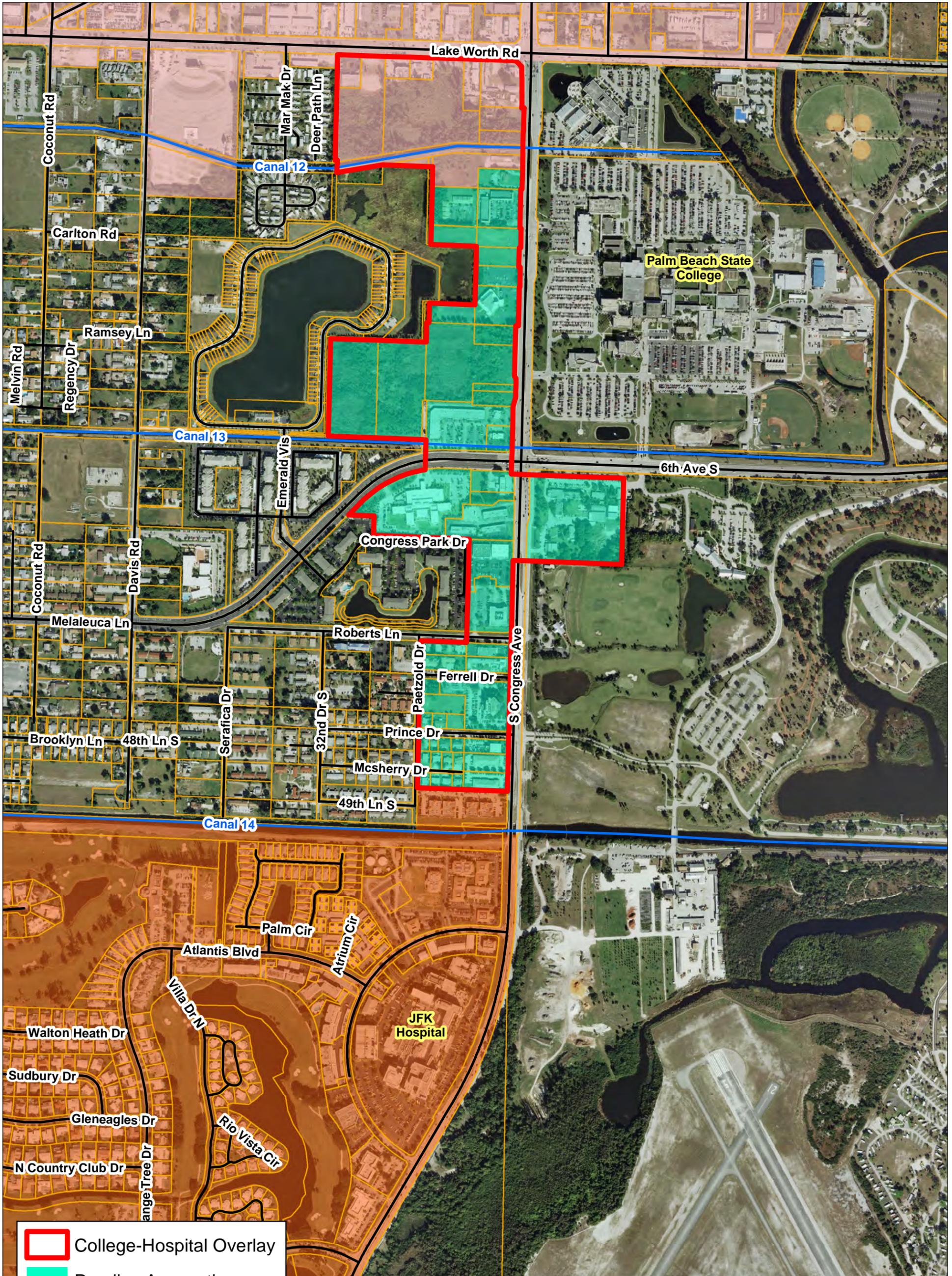
<sup>5</sup> Nonresidential=100gal/1000s.f.; MF Residential=250/unit

<sup>6</sup> Residential=4.92 lbs/capital/day; 1.89ppu; Nonresidential=.5 ERU/100sf=4.65lbs/100sf

<sup>7</sup> 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

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**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 <sup>nd</sup> 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.

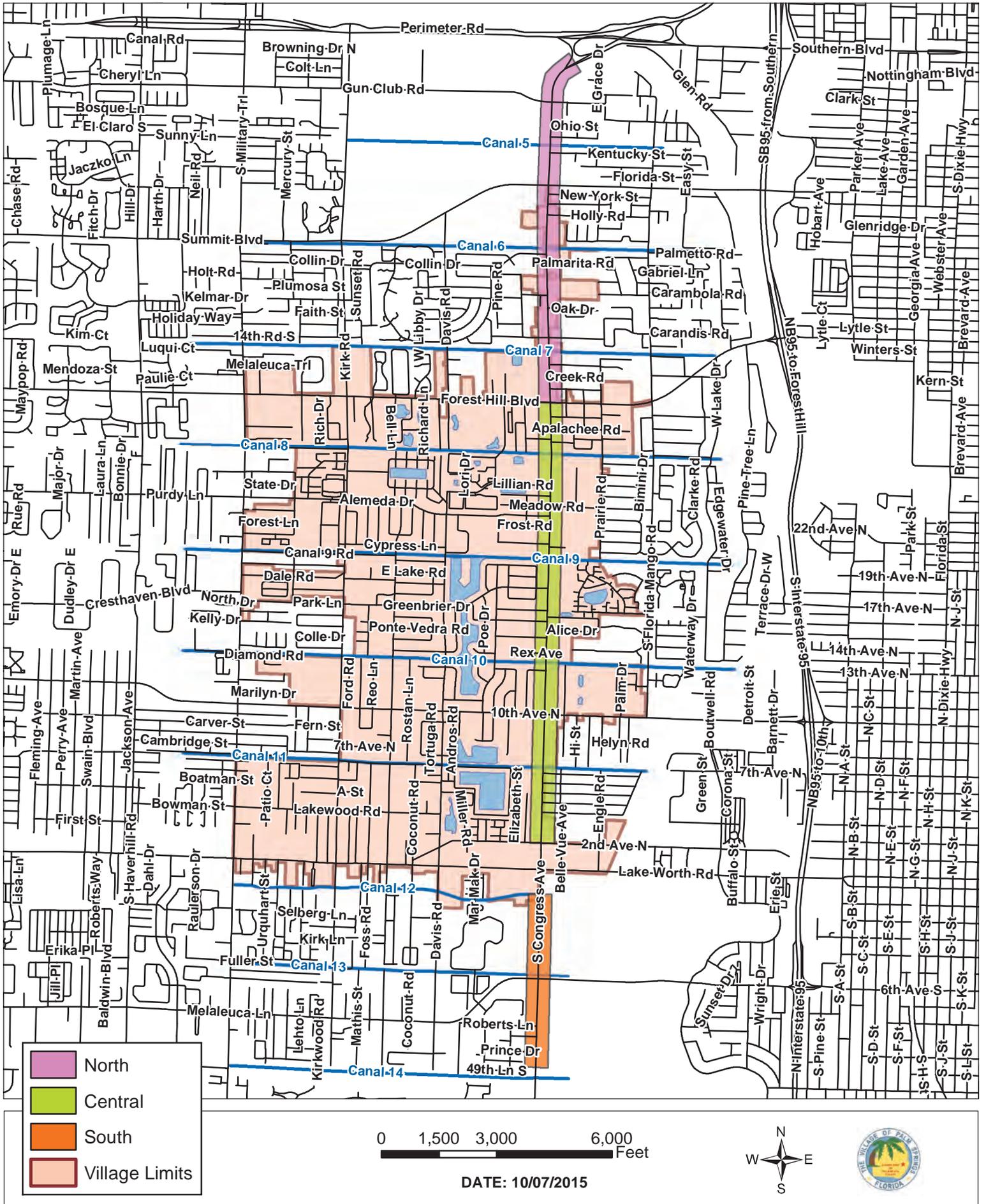
Stakeholder Interview notes and the SWOT analysis for Phase 1 are attached.

#### **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 6<sup>th</sup> 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 6<sup>th</sup> Ave S)

X Zone: South of 6<sup>th</sup> 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 6<sup>th</sup> Ave S-JFK; 35,712 adt LWRd – 6<sup>th</sup> 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*

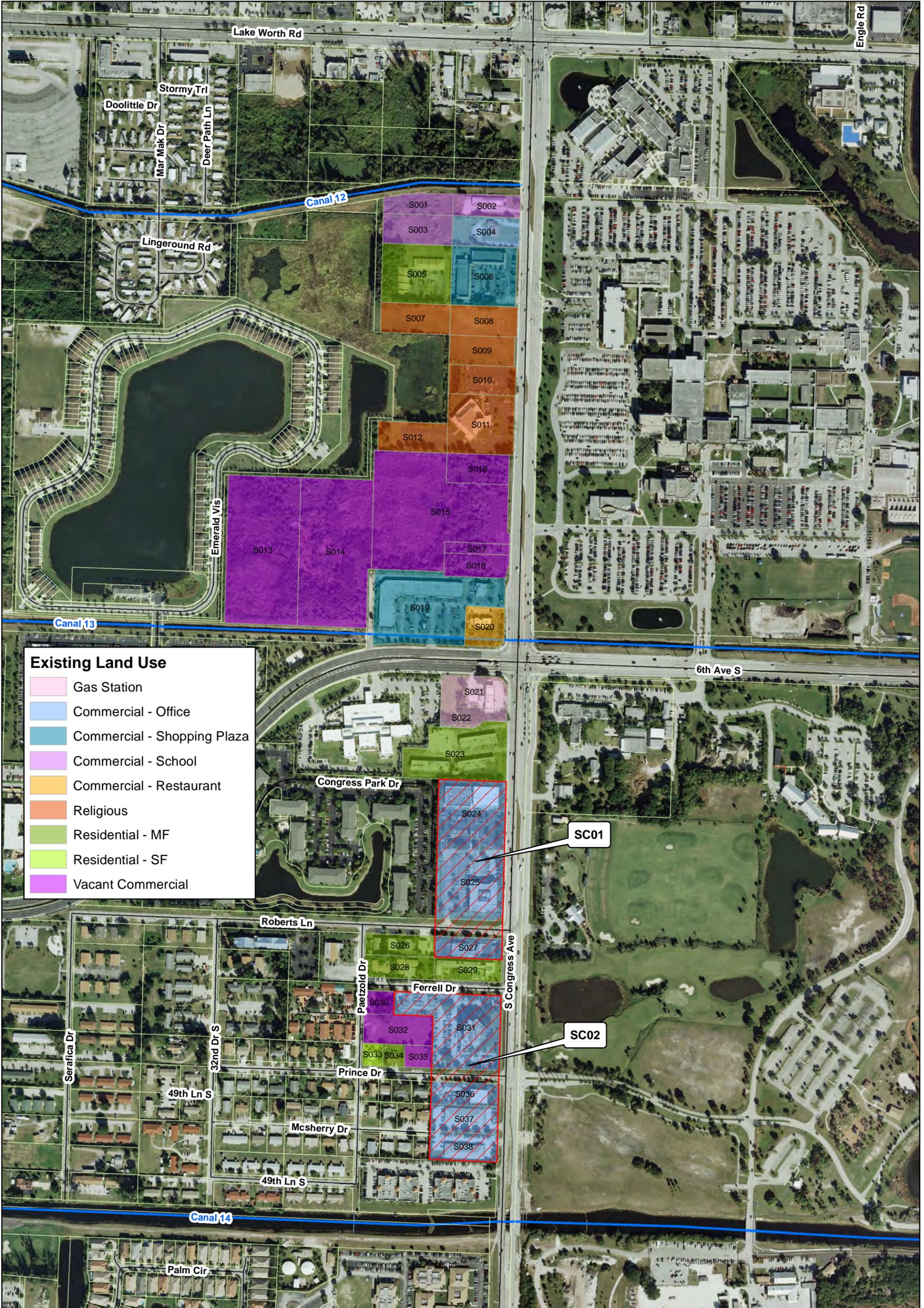
*Need own zip code to promote “sense of place” and identity for Palm Springs*

*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	ELU/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'
<b>TOTALS</b>								55.31	\$ 29,742,846.00	\$ 31,902,790.00		

**Kimberly K. Glas-Castro**

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**Subject:**

FW: Palm Springs Overlay - Seaglades Inclusion +/- 7.20 Acres

On Jul 14, 2016, at 2:16 PM, kpoyner <[kpoyner@bellsouth.net](mailto: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

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**Subject:** FW: Hospial - University Overlay

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**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

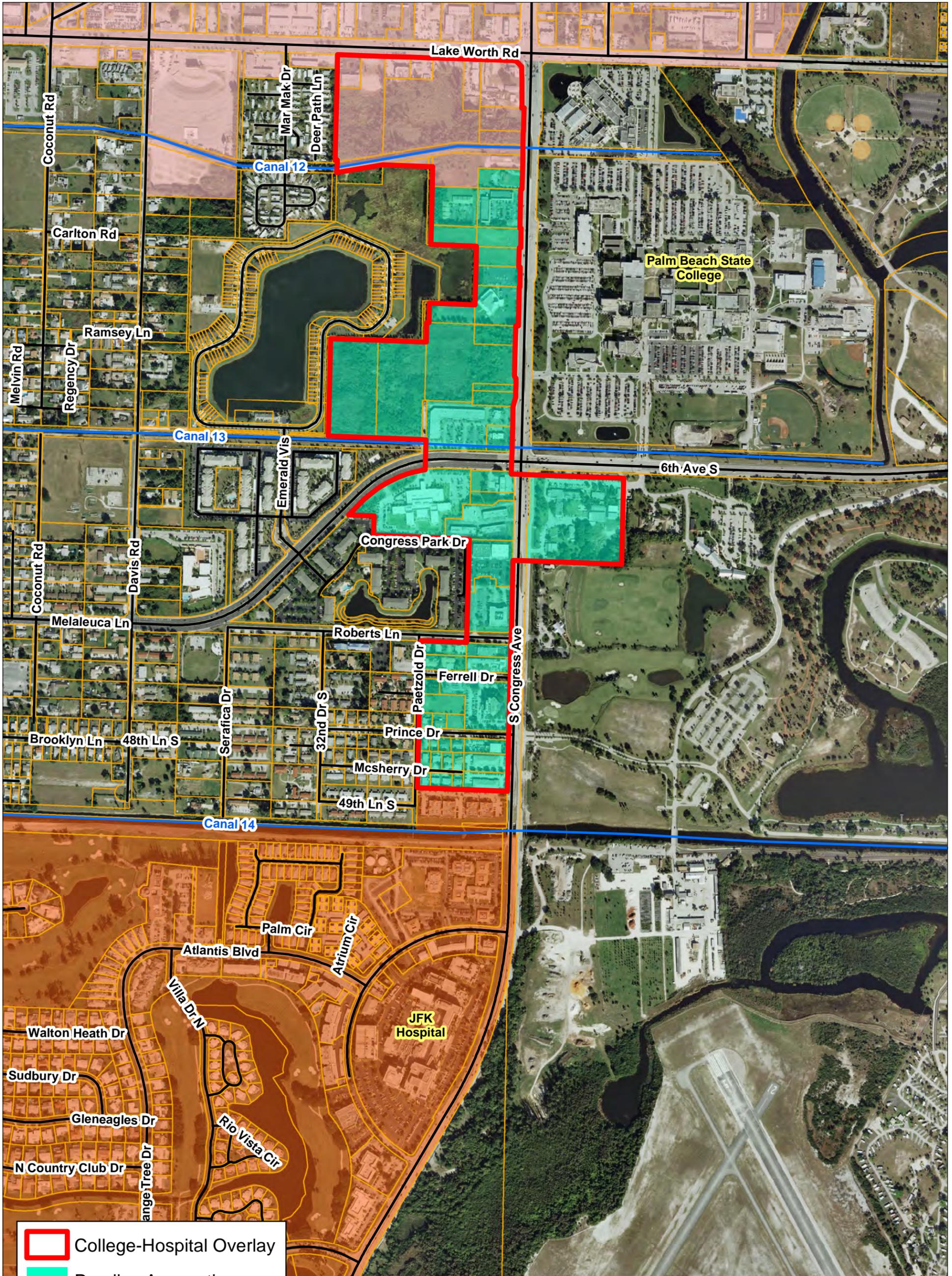
Please send email to Kim –Glas Castro (and copy me) acknowledging your willingness to be included in the overlay. Kim confirmed to me that you will not be obligated to conform to the overlay standards; it's just an option for future development.

[Kglas-castro@vpsfl.org](mailto: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

## College-Hospital Overlay



-  College-Hospital Overlay
-  Pending Annexation
-  Village Limits
-  Atlantis



DATE: 7/19/2016





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Land Development

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**ITEM #8:** 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.

The proposed ordinance was approved on 1st reading on October 13, 2016, and is being presented

for 2nd and final reading.

**FISCAL IMPACT:**

Increased development entitlements should facilitate redevelopment and, thereby, increase 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:

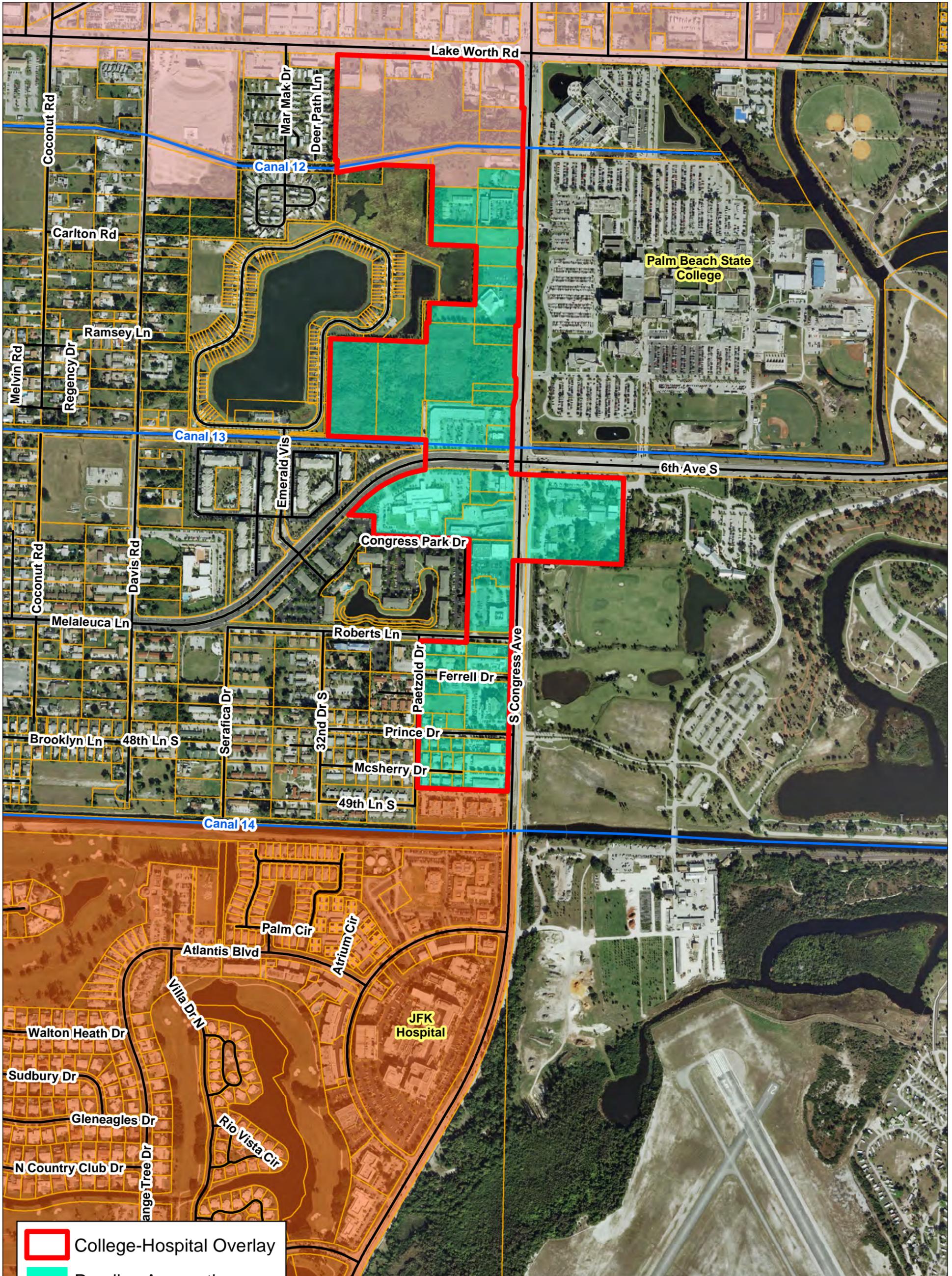
BY: \_\_\_\_\_  
SUSAN M. CALJEAN, VILLAGE CLERK

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:** November 10, 2016

**DEPARTMENT:** Land Development

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**ITEM #9:** 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.

The proposed ordinance was approved on 1st reading during the October 13, 2016 Council Meeting and is being presented for 2nd and final reading.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

1. Proposed Ordinance 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



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Land Development

**ITEM #10:** Ordinance 2016-16 – Voluntary Annexation, Land Use & Rezoning (Small Scale) - 4178 10th Avenue North & 927 Greene Avenue

**SUMMARY:** Pursuant to Village annexation objectives, discussions have been ongoing with property owners in the “10th Avenue North” area regarding the benefits of annexation. The subject annexation area is generally located on the east side of Military Trail, on both sides of 10th Avenue North, and west of the Memorial Gardens Cemetery.

The property owners, Ms. Gabrielle Smith (4178 10th Avenue North) and Ms. Mary Powell (927 Greene Avenue), have consented to voluntarily annex, however, there are registered voters that prevent these parcels from being included in the §171.0413 involuntary annexation package.

The properties are both developed as residential homes and are less than 10 acres in size (0.16 acres each). The proposed (small scale) Land Use and Zoning designations for these properties are as follows:

<b>Existing Future Land Use</b>	<b>Proposed Future Land Use</b>	<b>Existing Zoning</b>	<b>Proposed Zoning</b>
PBC – Medium Residential (5 units per acre)	Medium-Density Residential	PBC –Multi- Family Residential, RM	Multi-Family Residential, RM

Note: See parcels #26 and #27 on the attached table and map.

Palm Beach County issued a letter on November 2, 2016 indicating that there is no concern with the annexation and finds that the proposed annexation is consistent with state statutes.

The Land Development Board considered the proposed annexation during their October 25th 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 December 8, 2016.

**FISCAL IMPACT:**

The assessed value of the each parcel is \$25,000 and will contribute to the Village's overall property values.

**ATTACHMENTS:**

1. Proposed Ordinance 2016-16
2. Annexation Parcel Summaries - Table 1
3. Annexation Study
4. PBC Letter
5. PBC Annexation Information Sheet
6. Aerial, Location, FLU and Zoning Maps

**ORDINANCE NO. 2016-16**

(SMALL SCALE ANNEXATION, LAND USE AMENDMENT & REZONING)

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING TWO PARCELS OF LAND, TOTALING 0.32 ACRES, INDIVIDUALLY OWNED; LOCATED AT 4178 10<sup>TH</sup> AVENUE NORTH AND 927 GREENE AVENUE, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; AND CONCURRENTLY AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE FOR ALL PARCELS TO "MEDIUM DENSITY RESIDENTIAL", PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, SAID LANDS TO BE CONCURRENTLY DESIGNATED WITH A LAND DEVELOPMENT "MULTI-FAMILY RESIDENTIAL" ZONING DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Petitioner(s), individually owned, constituting all of the fee simple title holders to those lands located at 4178 10<sup>th</sup> Avenue North and 927 Greene Avenue, and more particularly described in **Exhibit "A"** ("the subject properties"), attached hereto and made a part hereof, have voluntarily requested the Village of Palm Springs annex said lands into the corporate limits of the Village; and

**WHEREAS**, Concurrent with the annexation, the Village is seeking to re-designate the Future Land Use and Land Development district for said lands; and

**WHEREAS**, the existing land use designation assigned to the subject properties are Palm Beach County "MR-5" and the existing zoning designations are "RM"; and

**WHEREAS**, the Village has adopted a Comprehensive Plan pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"); and

**WHEREAS**, the Department of Economic Opportunity has determined that the Village's Comprehensive Plan is "in compliance" with the provisions of the Act and Rule 9J-5, Florida Administrative Code; and

**WHEREAS**, the Village Council, sitting as the Village's Local Planning Agency (the "LPA") has conducted a public hearing as required by Section 163.3174(4)(a), Florida

Statutes (F.S.) to consider the requests for a Comprehensive Plan Amendment to designate the Future Land Use of all the subject properties to “commercial” and Land Development Zoning District for all the subject properties to “multi-family residential (RM)”; and

**WHEREAS**, the Village Council, has considered the requests for annexation, land use amendment and re-zoning designations, and has also considered the recommendation of the Village staff; and

**WHEREAS**, the Village Council has determined that granting the requests for annexation, land use amendment and re-zoning designations serves a valid public purpose.

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

**Section 1. Findings.** The Village Council finds the above statements are true and correct, and serve as a basis for consideration of this ordinance; that said lands are contiguous and reasonably compact with the corporate limits of the Village of Palm Springs, create no enclaves, pockets or finger areas in serpentine patterns and otherwise meets all of the requirements set forth in section 171.043, Florida Statutes, for annexation. Further, the Village can effectively provide police, fire, and sanitary services to said lands, all in compliance with the terms and requirements of Chapter 171, Florida Statutes, and the Village of Palm Springs Code.

**Section 2. Annexation.** The Village Council has determined that development of said lands upon annexation shall be in accordance with the regulatory requirements of Palm Beach County, until such time as the Village Comprehensive Land Use Plan amendment herein shall become effective. That the parcels of land more particularly described in **Exhibit "A"**, are hereby annexed into and shall be within the corporate limits of the Village of Palm Springs, Florida, and that same shall henceforth be a part of said Village as if said lands were originally a part of the Village of Palm Springs.

**Section 3. Future Land Use.** Concurrent with said annexations, the Future Land Use designations in the Village’s Comprehensive Land Use Plan shall be established as “Medium Density Residential”. Until such time as this said amendments are reviewed by

the Florida Department of Economic Opportunity, as provided by law, and the appeal period thereafter, but not sooner than 31 days following the effective date of this ordinance, all development of said lands shall be subject to the requirement of Chapter 171.062(2), Florida Statutes, the same stating that the County Land Use Plan, Zoning, and Subdivision regulations shall apply.

**Section 4. Zoning.** Concurrent with said annexations, the Land Development (Zoning) District designations on the official Village of Palm Springs Zoning Map shall be established as "Multi-Family Residential (RM)", subject to the approval and appeal period stated in Section 3, above.

**Section 5. Directions to the Village Clerk.** The Village Clerk is hereby authorized and directed to forthwith cause the designations of the zoning of the properties described in attached **Exhibit "A"**, as set forth in Section 4 of this Ordinance, on the official Village of Palm Springs Zoning Map. The Village Clerk shall also cause the boundaries as set forth in the Village Charter to be amended and codified. The Village Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, pursuant to Section 2.01, Village Charter, the Florida Department of State, and the Florida Department of Economic Opportunity.

**Section 6. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 7. 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 8. 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

## Exhibit "A"

### Voluntary Annexation - 10th Avenue North (Ordinance 2016-16)

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE_FLU	PROPOSED VILLAGE_ZONING	VOLUNTARY?
26	00424424180000291	SMITH GABRIELLE	MR-5	RM	4178	10TH AVE N	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES
27	00424424180000281	POWELL MARY H	MR-5	RM	927	GREENE AVE	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES
<b>Total Acres:</b>							0.32						
								\$ 50,000.00		<b>Total Assessed Value</b>			

**§171.0413 Involuntary Annexation - 10th Avenue North  
Ordinance 2016-17**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	0042442405000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	\$ 849,386.00	No	PACKING	Commercial	CG	YES
2	0042442405000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	\$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	0042442405000080	DUTHLER GERALD	UI	UI	4441	10TH AVE N	0.2594	\$ 397,469.00	No	STORE/OFFICE/RESIDENTIAL	Commercial	CG	YES
4	00424424050000100	COMMUNITY CREDIT CORPORATION	UI	UI	N/A	10TH AVE N	0.1303	\$ 201,253.00	No	OFFICE	Commercial	CG	YES
5	00424424050000110	COMMUNITY CREDIT CORPORATION	UI	UI	4433	10TH AVE N	0.1297	\$ 94,981.00	No	OFFICE	Commercial	CG	YES
6	00424424050000120	SHELDON SALLY P	UI	UI	4409	10TH AVE N	0.3908	\$ 256,929.00	No	MULTIFAMILY - 5 UNITS	Med. Residential	RM	NO
7	00424424050000150	CORDOBA JUAN C & CORDOBA YOLANDA M	UI	UI	4391	10TH AVE N	0.2594	\$ 289,130.00	No	STORES	Commercial	CG	YES
8	00424424050000170	FIRM BUSINESS VENTURES LLC	UI	UI	4363	10TH AVE N	0.2594	\$ 112,774.00	No	VACANT COMMERCIAL	Commercial	CG	NO
9	00424424050000190	GARCIA COOPER MISPA	UI	UI	4349	10TH AVE N	0.1297	\$ 130,731.00	No	INSURANCE	Commercial	CG	NO
10	00424424050000200	WEISS BRADLEY G & WEISS CETTY M	UI	UI	4343	10TH AVE N	0.2594	\$ 285,485.00	No	PROF OFFICES	Commercial	CG	NO
11	00424424050000220	ENDOW PROPERTIES INC	UI	UI	4317	10TH AVE N	0.2594	\$ 319,620.00	No	STORES	Commercial	CG	NO
12	00424424050000240	MATALIA HITESH	UI	UI	4299	10TH AVE N	0.2594	\$ 239,918.00	No	STORES	Commercial	CG	NO
13	00424424050000260	MR CLEAN LAUNDRY LLC	UI	UI	4281	10TH AVE N	0.2594	\$ 377,225.00	No	SERVICE SHOPS	Commercial	CG	NO
14	00424424050000280	K & M PEARLS LLC	UI	UI	4259	10TH AVE N	0.2610	\$ 295,873.00	No	OFFICE	Commercial	CG	YES
15	00424424010000222	PETROLEUM ADVANTAGE PROPERTIES LLC	UI	UI	4468	10TH AVE N	1.0740	\$ 1,075,503.00	No	STORES	Commercial	CG	YES
16	00424424010000223	SAINT MARTIN I LLC	UI	UI	4440	10TH AVE N	0.4646	\$ 128,322.00	No	VACANT COMMERCIAL	Commercial	CG	YES
17	004244240100991170	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2814	\$ 77,722.00	No	VACANT COMMERCIAL	Commercial	CG	YES
18	00424424100991166	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2351	\$ 64,922.00	No	VACANT COMMERCIAL	Commercial	CG	YES
19	00424424010000224	LOS ESTEROS ASSOCIATES LP	UI	UI	4400	10TH AVE N	0.6523	\$ 964,783.00	No	STORES	Commercial	CG	YES
20	00424424010000220	LOS ESTEROS ASSOCIATES LP	UI	UI	N/A	10TH AVE N	0.5144	\$ 149,224.00	No	VACANT COMMERCIAL	Commercial	CG	YES
21	00424424010000230	4300 10TH AVENUE LLC	UI	UI	4300	10TH AVE N	0.3283	\$ 300,000.00	No	OFFICE	Commercial	CG	YES
22	00424424010000240	DARMETTA FRANCESCA & DARMETTA SALVATORE	UI	UI	4290	10TH AVE N	0.3407	\$ 350,204.00	No	STORES	Commercial	CG	YES
23	00424424010000430	EL MESIAS CHURCH OF THE NAZARENE INC	UI	UI	4262	10TH AVE N	0.2433	\$ -	No	RELIGIOUS	Commercial	CG	YES
24	00424424180000540	REYES GROUP MNGMNT INC	MR-5	RM	3271	GRACE AVE	0.8900	\$ 621,278.00	No	PRV SCHL/COLL	Med. Residential	RM	YES
25	00424424180000300	WARBIRD PROPERTIES LLC	MR-5	RM	930	GRACE AVE	0.4600	\$ 139,630.00	No	MULTIFAMILY - 3 UNITS	Med. Residential	RM	YES

**Total Parcels:** 25  
**Voluntary Parcels:** 18  
% 72%

**Total Acres:** 9.57  
**Acres Voluntary:** 7.76  
% 81%

\$ 8,013,154.00 **Total Assessed Value**

Voluntary  
Involuntary  
Individual Voluntary (Voters)

**Voluntary Annexation - 10th Avenue North (Ordinance 2016-16)**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
26	00424424180000291	SMITH GABRIELLE	MR-5	RM	4178	10TH AVE N	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES
27	00424424180000281	POWELL MARY H	MR-5	RM	927	GREENE AVE	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES

**Total Acres:** 0.32

\$ 50,000.00 **Total Assessed Value**

# 10<sup>TH</sup> AVENUE NORTH ANNEXATION AREA

## Existing Conditions

Area:	9.89 acres
Parcels:	27 individual properties 25 voluntary 2 involuntary
Use(s):	residential 2 single-family units 8 multi-family units
Land Use:	PBC Medium Residential and Urban Infill
Zoning:	PBC RM and UI
Average Property Value:	\$298,635
Population Estimate:	21 residents

## Village Considerations

Land Use:	Village Medium Density Residential and Commercial
Zoning:	Village RM and CG
Services:	

**Utilities** Sewer facilities recently installed south of 10<sup>th</sup> Avenue North, and connections are being completed by the property owners

**Roads** 10<sup>th</sup> Avenue North is County road and is generally in good condition with sidewalks on both sides of the road

Side roads, Greene Avenue and Grace Avenue, will remain under County ownership/maintenance. These local roads do not include sidewalks. Roads are in good condition and have recently been repaved after utility work.

Street lights are located at intersections.

**Parks** The annexation area is centrally located between the 1.773-acre Lakewood Park (Lakewood Road and Kirk Road) and the new 1.862-acre Fox Tail Palm Park (Park Lane and Kirk Road). Both neighborhood parks are of sufficient size to serve 3500 residents<sup>1</sup> and 3700 residents, respectively.

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<sup>1</sup> Based on Village LOS standard of 5 acres/10,000 population

Library	The estimated 21 residents are projected to undertake 84 circulations/year, will require 59 materials, and necessitate 0.014 <sup>2</sup> librarians to serve their needs; however, it should be remembered that the Village Library currently serves the general public and not solely residents.
Police	The estimated 28 residents necessitate .07 officers <sup>3</sup> to serve this area. However, this does not represent the impact on Police services because the area is primarily commercial in nature. PBSO responded to 105 calls for service for the subject area for the period July 2015-2016, which includes property damage crimes such as graffiti and vandalism.
Code Compliance	The area is within the County's "Acacia Villas" Countywide Community Revitalization Team ("CCRT") area. A CCRT <sup>4</sup> area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.). The addition of 9.89 acres necessitates 0.02 code enforcement officers <sup>5</sup> to serve the area.
Permitting	Construction of a new Wawa gas station will provide permitting revenue, as well as minor increases due to utility connections, fences and minor repairs and renovations resulting from code enforcement activity.
Garbage	Advanced Systems = existing provider; residential service to transfer to Republic Services on Oct 1 <sup>st</sup> , commercial to remain with Advanced
Surfacewater	unaffected – LWDD area
Fire Rescue	unaffected – PBC Fire Rescue
Electric	unaffected – FPL
Schools	unaffected – existing residences and student population

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<sup>2</sup> Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita

<sup>3</sup> Based on State of Florida average LOS of 2.4 officers per 1,000 residents

<sup>4</sup> Countywide Community Revitalization Team (CCRT)

<sup>5</sup> Based on 1 code officer per square mile

## Fiscal Sustainability

### Budgetary Considerations:

- Police Officers @ \$124,469<sup>6</sup> > .07 officers = \$8,713
- Code Enforcement Officer @ \$65,340 > .02 code officers = \$1,307
- Utility Surcharge – loss of 25% surcharge (revenue source)  
as area become Village residents/property owners

Additional Ad Valorem: \$32,253<sup>7</sup>

Non-measurable Factors: Increase in other revenue sources, including sales tax, gas tax, franchise fees, etc.

Expansion of Village boundary provides contiguousness to Military Trail parcels to allow further annexation of commercial parcels (which tend to have more value)

Elimination of blight and undesired activities as result of Policing and Code Enforcement

Median income of area contributes to Village's eligibility to become a CDBG entitlement city (annual revenue allocation)

A Safe Village = Priceless

---

<sup>6</sup> Staff costs includes personnel and equipment

<sup>7</sup> Based on 4 mills and 2016 assessed values



**Department of Planning,  
Zoning & Building**

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

Planning Division 233-5300  
Zoning Division 233-5200  
Building Division 233-5100  
Code Enforcement 233-5500  
Contractors Certification 233-5525  
Administration Office 233-5005  
Executive Office 233-5228  
[www.pbcgov.com/pzb](http://www.pbcgov.com/pzb)

**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

November 2, 2016

Kim Glas-Castro, AICP LEED AP  
Land Development Director  
Village of Palm Springs  
226 Cypress Lane, Village Hall  
Palm Springs, FL 33461

**RE: Proposed Annexations Tenth Ave N Voluntary, 2017-70-001 and  
Tenth Ave N Voluntary Involuntary, 2017-70-002**

Dear Ms. Glas-Castro:

Thank you for providing the County advance notice and the opportunity to review the annexations summarized below.

Name	Description
<b>Tenth Ave N Voluntary 2017-70-001</b>	<b>Acres:</b> 0.32 <b>Location:</b> Southwest corner of 10th Ave N & Green Ave <b>First Reading:</b> 11/10/2016 <b>Second Reading:</b> 12/8/2016
<b>Tenth Ave N Voluntary Involuntary 2017-70-002</b>	<b>Acres:</b> 9.57 <b>Location:</b> North and south sides of 10th Ave N, east side of Military Trl <b>First Reading:</b> 11/10/2016 <b>Second Reading:</b> 12/8/2016

Upon review of the annexations, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes (F.S.). Various County departments provided the following comments:

- The County Engineering Department recommends that the Village protect a 25 ft corner clip at the northwest intersection of 10<sup>th</sup> Ave N and Greene Ave, as well as corner clips on the northeast and southeast corners of the intersection with Military Trl and both corners of the intersection with Grace Ave and Greene Ave. Additionally, any future development should provide for the ultimate right of way for 10<sup>th</sup> Ave N and Military Trl (92-feet expanded). There are 13 existing street lights on the north side of 10<sup>th</sup> Ave N from Military Trl to Kirk Ave, owned and maintained by Florida Power and Light (FPL) for which the County are billed by FPL. These street lights will be transferred to the Village once the annexations are adopted.
- The Engineering and Code Enforcement staff expressed concerns over omitting portions of platted lots from the annexation and encourages the Village to pursue the annexation of the remaining parcels within the platted lots. Lot owners may be left with an illegal subdivision of land



- within the unincorporated area. This pertains to the south 42.82 ft of lots 28 and 29.
- The proposed annexations area is within the County's Urban Redevelopment Area (URA). Most of the properties within these proposed annexations have a future land use designation of Urban Infill (UI) and are located in an established Priority Redevelopment Area (PRA) that could utilize the Traffic Concurrency Exception Area provisions as well as other incentives for redevelopment. Parcels with the following property control numbers: 00-42-44-24-01-000-0222, 00-42-44-24-01-000-0223, 00-42-44-24-10-099-1170 and 00-42-44-24-10-099-1166 were recently approved under the UI guidelines for a convenience store with gas sales and a type I restaurant.

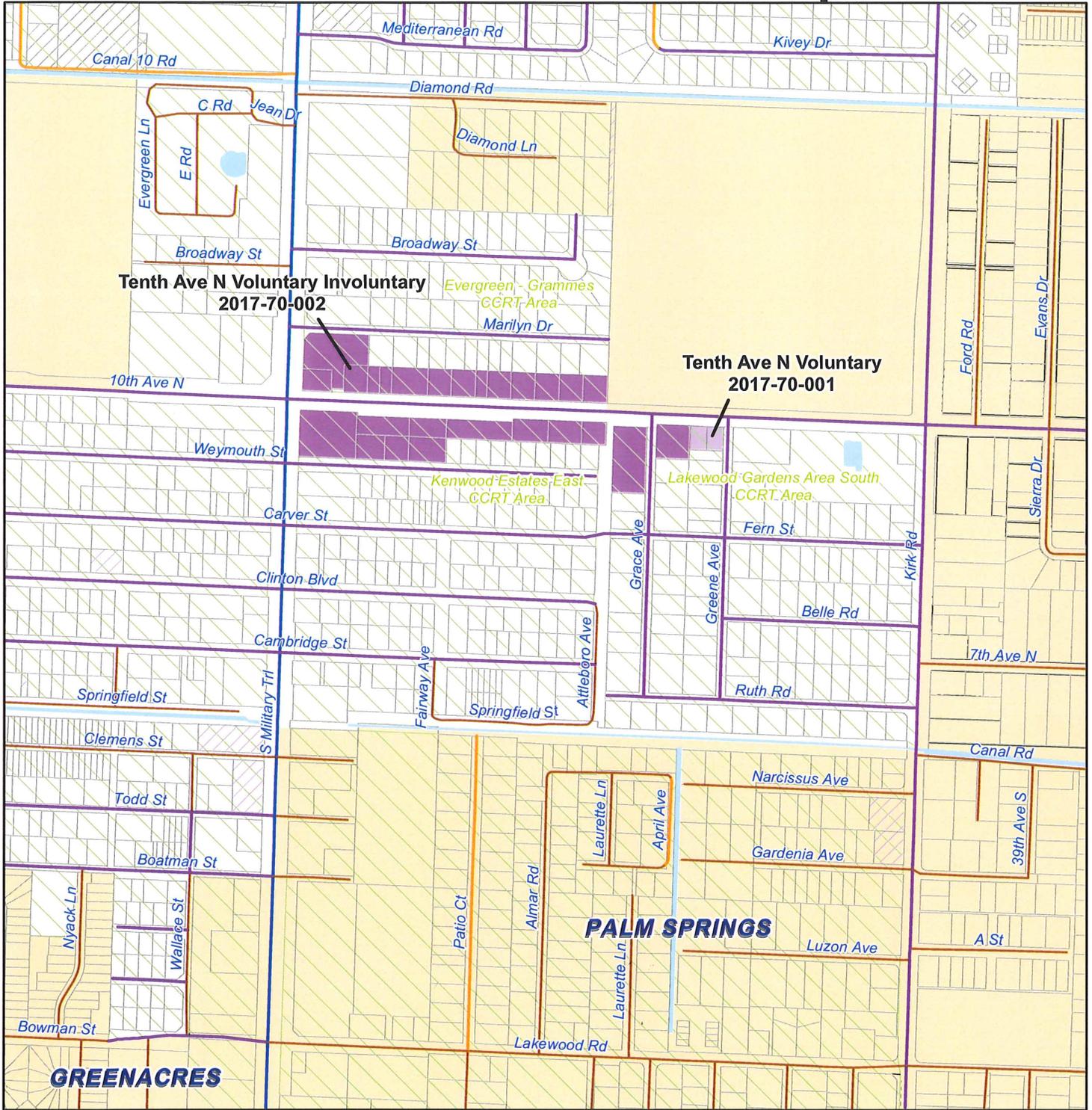
The County remains consistent in our efforts to cooperatively work with the Village on resolving annexation challenges. Please contact the following staff for questions: Dept. of Engineering Tammy Lee at 561-684-4019; Code Enforcement Steve Cramer at 561-233-5281; and the URA, Ed Nessenthaler at 561-233-5328. For any other comments or questions, please contact Patricia Behn, Principal Planner, at 561-233-5332.

Sincerely,

Lorenzo Aghemo  
Planning Director

cc: The Honorable Shelley Vana, District 3 Commissioner  
Faye Outlaw, Assistant County Administrator  
Patrick Rutter, PZ&B Executive Director  
Bob Banks, AICP, Chief Land Use County Attorney  
Rich Reade, Village Manager, Village of Palm Springs  
Patricia Behn, Principal Planner, PBC  
Ed Nessenthaler, Senior Planner, PBC  
Steve Cramer, Senior Code Enforcement Officer, PBC  
Tammy Lee, Engineering Dept., PBC

# Annexation Location Map



Proposed Annexation	Municipality	<b>Right-of-Way Maintenance</b>	
Proposed Annexation	Water	<b>County ROW Maintenance</b>	<b>Other ROW Maintenance</b>
CCRT Area		County Maintained	State Maintained
		Courtesy Maintained	Other

Updated: 10/18/2016  
 Contact: Nicole Delsoin  
 Filename: N:\Div\Proj\Annex\FY2016

Note: Map is not official, for informational purposes only  
 Source: ROW Maintenance Data PBC Engineering  
 Dept 2015 GISPROD SDE GEODATA.CENTRALINE\_LN



**Planning, Zoning & Building**

2300 N. Jog Rd.  
 West Palm Beach, FL 33411  
 Phone (561) 233-5300



**Palm Beach County  
Annexation Information Sheet**

Please submit the following information regarding each proposed annexation:

<b>Annexation Name</b>	<b>10<sup>TH</sup> Avenue North Voluntary Parcels</b>
Annexation Type	<b>Voluntary</b>
Acres	<b>0.32 acres</b>
Location	<b>4178 10<sup>th</sup> Avenue North &amp; 927 Greene Avenue</b>
Existing Use	<b>Single Family Residential</b>
Proposed Use	<b>Same</b>
County Future Land Use	<b>MR-5</b>
County Zoning	<b>RM</b>
City Future Land Use	<b>Medium Density Residential</b>
City Zoning	<b>Multi-Family Residential (RM)</b>
First Reading ( <i>if known</i> )	<b>November 10, 2016</b>
Second Reading ( <i>if known</i> )	<b>December 8, 2016</b>
Ordinance Num. ( <i>if known</i> )	<b>Ordinance No. 2016-16</b>
Location Map	<b>(Please Attach)                      Map # 26 &amp; 27</b>
Parcel Control Numbers	<b>00-42-44-24-18-000-0291 00-42-44-24-18-000-0281</b>

**§171.0413 Involuntary Annexation - 10th Avenue North  
Ordinance 2016-17**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	0042442405000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	\$ 849,386.00	No	PACKING	Commercial	CG	YES
2	0042442405000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	\$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	0042442405000080	DUTHLER GERALD	UI	UI	4441	10TH AVE N	0.2594	\$ 397,469.00	No	STORE/OFFICE/RESIDENTIAL	Commercial	CG	YES
4	00424424050000100	COMMUNITY CREDIT CORPORATION	UI	UI	N/A	10TH AVE N	0.1303	\$ 201,253.00	No	OFFICE	Commercial	CG	YES
5	00424424050000110	COMMUNITY CREDIT CORPORATION	UI	UI	4433	10TH AVE N	0.1297	\$ 94,981.00	No	OFFICE	Commercial	CG	YES
6	00424424050000120	SHELDON SALLY P	UI	UI	4409	10TH AVE N	0.3908	\$ 256,929.00	No	MULTIFAMILY - 5 UNITS	Med. Residential	RM	NO
7	00424424050000150	CORDOBA JUAN C & CORDOBA YOLANDA M	UI	UI	4391	10TH AVE N	0.2594	\$ 289,130.00	No	STORES	Commercial	CG	YES
8	00424424050000170	FIRM BUSINESS VENTURES LLC	UI	UI	4363	10TH AVE N	0.2594	\$ 112,774.00	No	VACANT COMMERCIAL	Commercial	CG	NO
9	00424424050000190	GARCIA COOPER MISPA	UI	UI	4349	10TH AVE N	0.1297	\$ 130,731.00	No	INSURANCE	Commercial	CG	NO
10	00424424050000200	WEISS BRADLEY G & WEISS CETTY M	UI	UI	4343	10TH AVE N	0.2594	\$ 285,485.00	No	PROF OFFICES	Commercial	CG	NO
11	00424424050000220	ENDOW PROPERTIES INC	UI	UI	4317	10TH AVE N	0.2594	\$ 319,620.00	No	STORES	Commercial	CG	NO
12	00424424050000240	MATALIA HITESH	UI	UI	4299	10TH AVE N	0.2594	\$ 239,918.00	No	STORES	Commercial	CG	NO
13	00424424050000260	MR CLEAN LAUNDRY LLC	UI	UI	4281	10TH AVE N	0.2594	\$ 377,225.00	No	SERVICE SHOPS	Commercial	CG	NO
14	00424424050000280	K & M PEARLS LLC	UI	UI	4259	10TH AVE N	0.2610	\$ 295,873.00	No	OFFICE	Commercial	CG	YES
15	00424424010000222	PETROLEUM ADVANTAGE PROPERTIES LLC	UI	UI	4468	10TH AVE N	1.0740	\$ 1,075,503.00	No	STORES	Commercial	CG	YES
16	00424424010000223	SAINT MARTIN I LLC	UI	UI	4440	10TH AVE N	0.4646	\$ 128,322.00	No	VACANT COMMERCIAL	Commercial	CG	YES
17	004244240100991170	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2814	\$ 77,722.00	No	VACANT COMMERCIAL	Commercial	CG	YES
18	00424424100991166	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2351	\$ 64,922.00	No	VACANT COMMERCIAL	Commercial	CG	YES
19	00424424010000224	LOS ESTEROS ASSOCIATES LP	UI	UI	4400	10TH AVE N	0.6523	\$ 964,783.00	No	STORES	Commercial	CG	YES
20	00424424010000220	LOS ESTEROS ASSOCIATES LP	UI	UI	N/A	10TH AVE N	0.5144	\$ 149,224.00	No	VACANT COMMERCIAL	Commercial	CG	YES
21	00424424010000230	4300 10TH AVENUE LLC	UI	UI	4300	10TH AVE N	0.3283	\$ 300,000.00	No	OFFICE	Commercial	CG	YES
22	00424424010000240	DARMETTA FRANCESCA & DARMETTA SALVATORE	UI	UI	4290	10TH AVE N	0.3407	\$ 350,204.00	No	STORES	Commercial	CG	YES
23	00424424010000430	EL MESIAS CHURCH OF THE NAZARENE INC	UI	UI	4262	10TH AVE N	0.2433	\$ -	No	RELIGIOUS	Commercial	CG	YES
24	00424424180000540	REYES GROUP MNGMNT INC	MR-5	RM	3271	GRACE AVE	0.8900	\$ 621,278.00	No	PRV SCHL/COLL	Med. Residential	RM	YES
25	00424424180000300	WARBIRD PROPERTIES LLC	MR-5	RM	930	GRACE AVE	0.4600	\$ 139,630.00	No	MULTIFAMILY - 3 UNITS	Med. Residential	RM	YES

**Total Parcels:** 25  
**Voluntary Parcels:** 18  
% 72%

**Total Acres:** 9.57  
**Acres Voluntary:** 7.76  
% 81%

\$ 8,013,154.00 **Total Assessed Value**

Voluntary  
Involuntary  
Individual Voluntary (Voters)

**Voluntary Annexation - 10th Avenue North (Ordinance 2016-16)**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
26	00424424180000291	SMITH GABRIELLE	MR-5	RM	4178	10TH AVE N	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES
27	00424424180000281	POWELL MARY H	MR-5	RM	927	GREENE AVE	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES

**Total Acres:** 0.32

\$ 50,000.00 **Total Assessed Value**

# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



- Voluntary (Ord 2016-17)
- Involuntary (Ord 2016-17)
- Individual Voluntary (Ord 2016-16)
- Village Limits



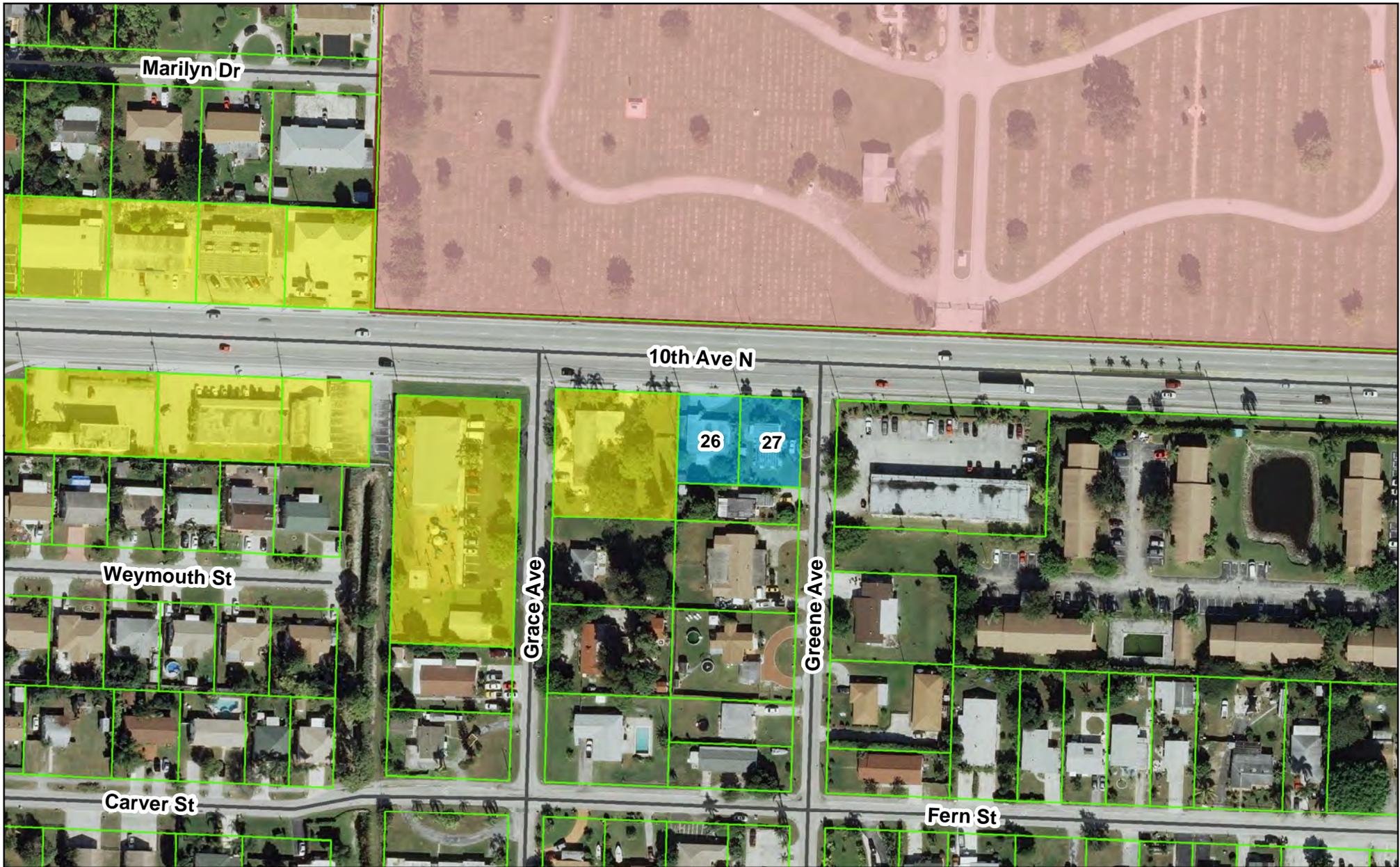
DATE: 9/20/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



-  Individual Voluntary (Ord 2016-16)
-  Pending Annexation (Ord 2016-17)
-  Village Limits



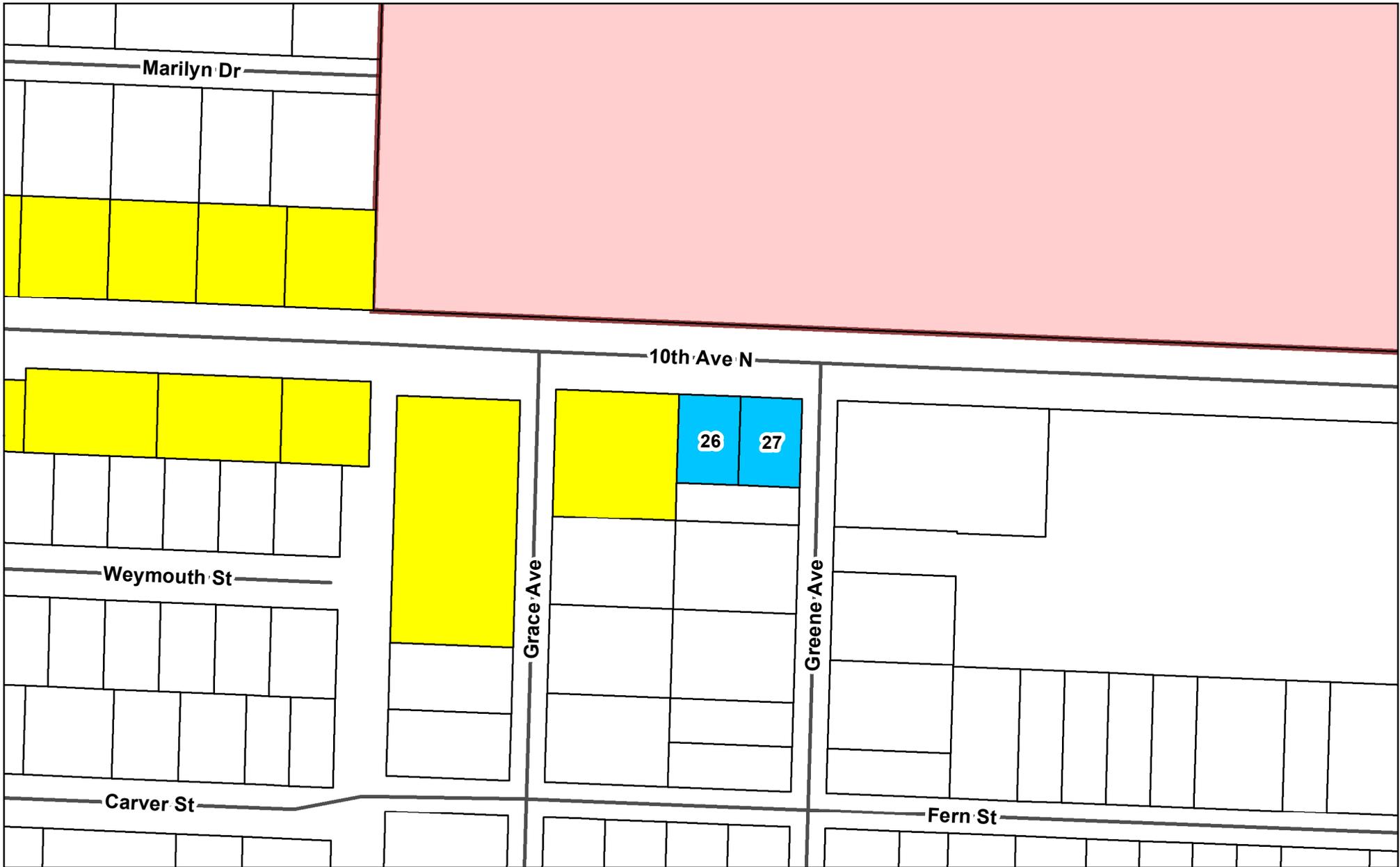
DATE: 10/13/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



- Individual Voluntary (Ord 2016-16)
- Pending Annexation (Ord 2016-17)
- Village Limits



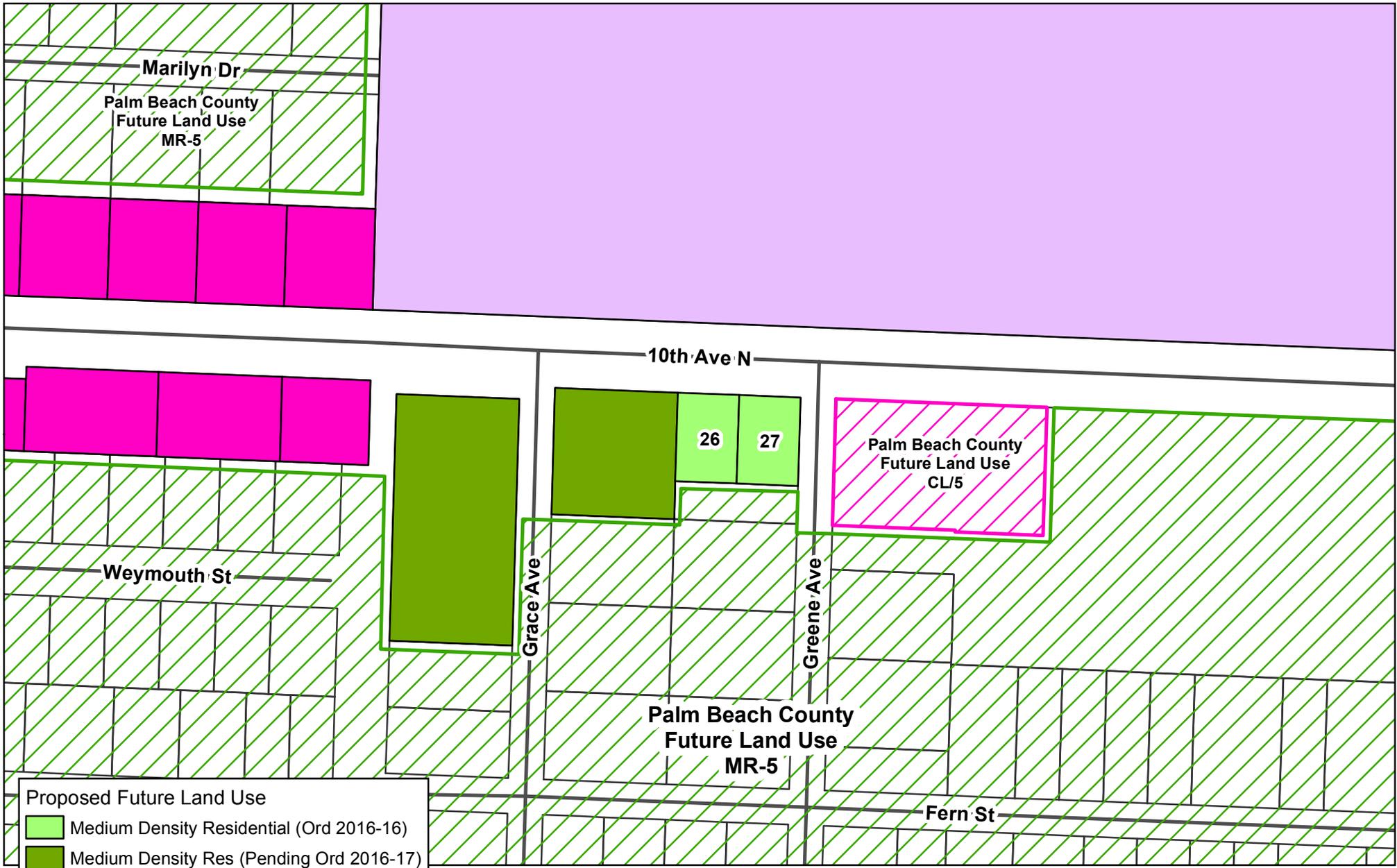
DATE: 10/13/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Future Land Use

Figure 2

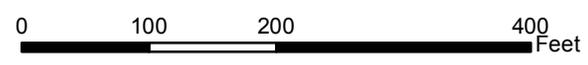


**Proposed Future Land Use**

- Medium Density Residential (Ord 2016-16)
- Medium Density Res (Pending Ord 2016-17)
- Commercial (Pending Ord 2016-17)

**Existing Future Land Use**

- Commercial



DATE: 10/13/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Zoning

Figure 3





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Land Development

**ITEM #11:** Ordinance 2016-17 - Involuntary Annexation (§171.0413, F.S.) - Land Use & Rezoning (Small Scale) - 25 Parcels along 10th Avenue North, East of Military Trail

**SUMMARY:** Pursuant to Village annexation objectives, discussions have been ongoing with property owners in the “10th Avenue North Lake Worth Road / Military Trail” area regarding the benefits of annexation. The subject annexation area is generally located on the east side of Military Trail, along both sides of 10th Avenue North west of the Memorial Gardens Cemetery (see map).

Chapter 171.0413 (5) & (6), Florida Statutes provides for the involuntary annexation of property when the area to be annexed does not have any registered electors, consent from more than 50% of the parcels & consenting parcels total more than 50% of the total acreage.

Within the proposed involuntary annexation area, twenty-five (25) parcels (totaling 9.57 acres) are proposed to be annexed under §171.0413, F.S. Of these twenty-five (25) parcels, fourteen (14) property owners (56% of properties) have consented to annexation by executing voluntary annexation petitions, which represents 60% of the total acreage (5.7 acres) in the proposed involuntary annexation area.

The properties are currently developed as a mix of commercial and multi-family uses and each individual property is less than 10 acres and developed with an urban use. The proposed (small scale) Land Use and Zoning designations for these properties are as follows:

<b>Existing Future Land Use</b>	<b>Proposed Future Land Use</b>	<b>Existing Zoning</b>	<b>Proposed Zoning</b>
PBC –Urban Infill and Medium Residential (5 units per acre)	Commercial and Medium-Density Residential	PBC –Urban Infill, and Multi-Family Residential, RM	Commercial General, CG and Multi-Family Residential, RM

Note: See attached table and map.

As required by state law for all involuntary annexations, an Urban Services Report has been prepared for this annexation area and has been submitted to Palm Beach County. As a result, Palm Beach County issued a letter on November 2, 2016 indicating that there is no concern with the annexation and finds that the proposed annexation is consistent with state statutes.

The Land Development Board considered the proposed annexation during their October 25th 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 December 8, 2016.

**FISCAL IMPACT:**

The assessed value of the twenty-five (25) parcels is approximately \$8 million and will contribute to the Village's overall property values. Further, there is immeasurable value from the addition of the proposed parcels along the 10th Avenue North corridor as they are expected to contribute to the Village's strategies for economic (re-)development and our sense of identity.

**ATTACHMENTS:**

1. Proposed Ordinance 2016-17
2. Involuntary Annexation Process - Chapter 171.0413 (5) & (6), Florida Statutes
3. Annexation Parcel Summaries - Table 1
4. Urban Services Report
5. Annexation Study
6. PBC Letter
7. PBC Annexation Information Sheet
8. Aerial, Location FLU and Zoning Maps

**ORDINANCE NO. 2016-17**

(SMALL SCALE ANNEXATION, LAND USE AMENDMENT & REZONING)

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING TWENTY-FIVE (25) PARCELS OF LAND, PURSUANT TO SECTION 171.0413 (5)&(6), INDIVIDUALLY OWNED, CONSISTING OF A TOTAL OF 9.57 ACRES; LOCATED ON EAST OF MILITARY TRAIL, WEST OF GREENE AVENUE, AND FRONTING 10<sup>TH</sup> AVENUE NORTH; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; CONCURRENTLY AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE TO "COMMERCIAL" AND "MEDIUM DENSITY RESIDENTIAL", PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, SAID LANDS TO BE CONCURRENTLY DESIGNATED WITH A LAND DEVELOPMENT "COMMERCIAL GENERAL" AND "MULTI-FAMILY RESIDENTIAL" ZONING DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP, AND SAID DESIGNATIONS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Palm Springs, Florida has obtained the signed consent of the owners of more than fifty percent of the contiguous, compact, unincorporated real property which forms the proposed annexation area of 9.57 acres, more or less, and which is more specifically described herein below; and

**WHEREAS**, such owners desire that said real property be annexed into the Village of Palm Springs, Florida, pursuant to the provisions of Section 171.0413, Florida Statutes; and

**WHEREAS**, each of the parcels of real property to be annexed hereby either have been developed for urban purposes, or the annexation area is adjacent on at least 60 percent of its boundary to areas developed for urban purposes, as defined by Section 171.031(8), Florida Statutes; and

**WHEREAS**, Concurrent with the annexation, the Village is seeking to re-designate the Future Land Use and Land Development districts for said lands; and

**WHEREAS**, the existing land use designations assigned to all the subject properties is Palm Beach County , "MR5", and "Urban Infill", and the existing zoning

designations are “RM” and “UI”; and

**WHEREAS**, the Village has adopted a Comprehensive Plan pursuant to the “Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

**WHEREAS**, the Department of Economic Opportunity has determined that the Village’s Comprehensive Plan is “in compliance” with the provisions of the Act and Rule 9J-5, Florida Administrative Code; and

**WHEREAS**, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) has conducted a public hearing as required by Section 163.3174(4)(a), Florida Statutes (F.S.) to consider the requests for a Comprehensive Plan Amendment to designate the Future Land Use of the subject properties to “medium density residential” and “commercial”; and rezoning of the Land Development (Zoning) District for the subject properties to “residential multi-family” and “commercial general”; and

**WHEREAS**, the Village Council, has considered the requests for annexation, land use amendment and re-zoning designations, and has also considered the recommendation of the Village staff; and

**WHEREAS**, it is the opinion of the Village Council that it is in the best public interests that the real property hereinafter described be annexed into the Village of Palm Springs, Florida.

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

**Section 1.** The Village Council of the Village of Palm Springs finds that the consents for annexation obtained by the Village bear the signatures of the owners of more than fifty percent of the contiguous, compact, unincorporated real property hereby annexed into the Village of Palm Springs, Florida in accordance with Chapter 171 Part II, Florida Statutes.

**Section 2.** The Village Council of the Village of Palm Springs finds that each of the parcels of real property to be annexed hereby has been developed for urban purposes, or the annexation area is adjacent on at least 60 percent of its boundary to areas developed for urban purposes, as defined by Section 171.031(8), Florida

Statutes.

**Section 3. Future Land Use.** Concurrent with said annexations, the Future Land Use designations in the Village's Comprehensive Land Use Plan shall be established as "Residential Multi-Family" and "Commercial", more particularly designated in **Exhibit "A"**. Until such time as this said amendments are reviewed by the Florida Department of Economic Opportunity, as provided by law, and the appeal period thereafter, but not sooner than 31 days following the effective date of this ordinance, all development of said lands shall be subject to the requirement of Chapter 171.062(2), Florida Statutes, the same stating that the County Land Use Plan, Zoning, and Subdivision regulations shall apply.

**Section 4. Zoning.** Concurrent with said annexations, the Land Development (Zoning) District designations on the official Village of Palm Springs Zoning Map shall be established as "Residential Multi-Family" and "Commercial General", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 3, above.

**Section 5. Directions to the Village Clerk.** The Village Clerk is hereby authorized and directed to forthwith cause the designations of the zoning of the properties described in attached **Exhibit "A"**, as set forth in Section 4 of this Ordinance, on the official Village of Palm Springs Zoning Map. The Village Clerk shall also cause the boundaries as set forth in the Village Charter to be amended and codified. The Village Clerk shall submit such documentation as required by law to give effect to this ordinance to the Clerk of the Circuit Court, pursuant to Section 2.01, Village Charter, the Florida Department of State, and the Florida Department of Economic Opportunity.

**Section 6. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 7. 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 8. 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

**EXHIBIT "A"**  
MAP AND TABLE

### **171.0413 Annexation procedures.**

(5) If more than 70 percent of the land in an area proposed to be annexed is owned by individuals, corporations, or legal entities which are not registered electors of such area, such area shall not be annexed unless the owners of more than 50 percent of the land in such area consent to such annexation. Such consent shall be obtained by the parties proposing the annexation prior to the referendum to be held on the annexation.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

**§171.0413 Involuntary Annexation - 10th Avenue North  
Ordinance 2016-17**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	0042442405000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	\$ 849,386.00	No	PACKING	Commercial	CG	YES
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3	0042442405000080	DUTHLER GERALD	UI	UI	4441	10TH AVE N	0.2594	\$ 397,469.00	No	STORE/OFFICE/RESIDENTIAL	Commercial	CG	YES
4	00424424050000100	COMMUNITY CREDIT CORPORATION	UI	UI	N/A	10TH AVE N	0.1303	\$ 201,253.00	No	OFFICE	Commercial	CG	YES
5	00424424050000110	COMMUNITY CREDIT CORPORATION	UI	UI	4433	10TH AVE N	0.1297	\$ 94,981.00	No	OFFICE	Commercial	CG	YES
6	00424424050000120	SHELDON SALLY P	UI	UI	4409	10TH AVE N	0.3908	\$ 256,929.00	No	MULTIFAMILY - 5 UNITS	Med. Residential	RM	NO
7	00424424050000150	CORDOBA JUAN C & CORDOBA YOLANDA M	UI	UI	4391	10TH AVE N	0.2594	\$ 289,130.00	No	STORES	Commercial	CG	YES
8	00424424050000170	FIRM BUSINESS VENTURES LLC	UI	UI	4363	10TH AVE N	0.2594	\$ 112,774.00	No	VACANT COMMERCIAL	Commercial	CG	NO
9	00424424050000190	GARCIA COOPER MISPA	UI	UI	4349	10TH AVE N	0.1297	\$ 130,731.00	No	INSURANCE	Commercial	CG	NO
10	00424424050000200	WEISS BRADLEY G & WEISS CETTY M	UI	UI	4343	10TH AVE N	0.2594	\$ 285,485.00	No	PROF OFFICES	Commercial	CG	NO
11	00424424050000220	ENDOW PROPERTIES INC	UI	UI	4317	10TH AVE N	0.2594	\$ 319,620.00	No	STORES	Commercial	CG	NO
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15	00424424010000222	PETROLEUM ADVANTAGE PROPERTIES LLC	UI	UI	4468	10TH AVE N	1.0740	\$ 1,075,503.00	No	STORES	Commercial	CG	YES
16	00424424010000223	SAINT MARTIN I LLC	UI	UI	4440	10TH AVE N	0.4646	\$ 128,322.00	No	VACANT COMMERCIAL	Commercial	CG	YES
17	004244240100991170	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2814	\$ 77,722.00	No	VACANT COMMERCIAL	Commercial	CG	YES
18	00424424100991166	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2351	\$ 64,922.00	No	VACANT COMMERCIAL	Commercial	CG	YES
19	00424424010000224	LOS ESTEROS ASSOCIATES LP	UI	UI	4400	10TH AVE N	0.6523	\$ 964,783.00	No	STORES	Commercial	CG	YES
20	00424424010000220	LOS ESTEROS ASSOCIATES LP	UI	UI	N/A	10TH AVE N	0.5144	\$ 149,224.00	No	VACANT COMMERCIAL	Commercial	CG	YES
21	00424424010000230	4300 10TH AVENUE LLC	UI	UI	4300	10TH AVE N	0.3283	\$ 300,000.00	No	OFFICE	Commercial	CG	YES
22	00424424010000240	DARMETTA FRANCESCA & DARMETTA SALVATORE	UI	UI	4290	10TH AVE N	0.3407	\$ 350,204.00	No	STORES	Commercial	CG	YES
23	00424424010000430	EL MESIAS CHURCH OF THE NAZARENE INC	UI	UI	4262	10TH AVE N	0.2433	\$ -	No	RELIGIOUS	Commercial	CG	YES
24	00424424180000540	REYES GROUP MNGMNT INC	MR-5	RM	3271	GRACE AVE	0.8900	\$ 621,278.00	No	PRV SCHL/COLL	Med. Residential	RM	YES
25	00424424180000300	WARBIRD PROPERTIES LLC	MR-5	RM	930	GRACE AVE	0.4600	\$ 139,630.00	No	MULTIFAMILY - 3 UNITS	Med. Residential	RM	YES

**Total Parcels:** 25  
**Voluntary Parcels:** 18  
% 72%

**Total Acres:** 9.57  
**Acres Voluntary:** 7.76  
% 81%

\$ 8,013,154.00 **Total Assessed Value**

Voluntary  
Involuntary  
Individual Voluntary (Voters)

**Voluntary Annexation - 10th Avenue North (Ordinance 2016-16)**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
26	00424424180000291	SMITH GABRIELLE	MR-5	RM	4178	10TH AVE N	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES
27	00424424180000281	POWELL MARY H	MR-5	RM	927	GREENE AVE	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES

**Total Acres:** 0.32

\$ 50,000.00 **Total Assessed Value**

# URBAN SERVICES REPORT

10<sup>th</sup> Avenue North

Area Generally Located  
West of Kirk Road & East of Military Trail



September, 2016

## **INTRODUCTION**

Chapter 171.0413(6), F.S. provides for the involuntary annexation of property when the annexed area does not have any registered electors. The area can be annexed when more than 50% of the parcels of land in the area proposed to be annexed consent to the annexation. Prior to the annexation, a report shall be prepared that sets forth the provision of urban services in the area and a map of the area. The report shall be filed with the Palm Beach County ("County") Board of County Commissioners at least fifteen (15) days prior to the Village of Palm Springs ("Village") initiating any formal proceedings regarding the annexation.

The proposed area of annexation is consistent with objectives of both the Village and the County in that it will help square off the Village's boundaries and will simplify the urban service boundary.

## **DESCRIPTION OF AREA TO BE ANNEXED**

The proposed area to be annexed is adjacent to the Village's central-western boundary along both sides of 10<sup>th</sup> Avenue North, east of Military Trail. The area contains 9.57 acres and consists of 25 parcels. Table I indicates the owner's name, lot size, address and parcel control number for each property. Figure 1 depicts a map of the area. The voluntary annexations constitute 60 % of the land area and 56% of the parcels in the area to be annexed (See Table 1). No enclaves are created as a result of this annexation.

It should be noted that concurrently with this involuntary annexation, two other annexations are being considered: 1) the voluntary annexation of 0.16 acres owned by Gabrielle Smith, and 2) the voluntary annexation of 0.16 acres owned by Mary Powell. These two annexations are not part of the Chapter 171.043, F.S. involuntary proceedings because there are registered voters on the parcels.

## **CHARACTER OF AREA TO BE ANNEXED**

Chapter 171.043, F.S. requires that an area to be annexed meet the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3). The subject area meets (1) and (2):

Subsection (1) "The total area to be annexed must be contiguous to the municipalities boundaries at the time of annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality."

“Compactness means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns. Any annexation proceeding in any county in the state shall be designed in such a manner as to ensure that the area will be reasonably compact.”

**The area proposed to be annexed is contiguous to the Village boundaries and is reasonably compact and does not create any enclaves or fingers of unincorporated land remaining that might lead to inefficient service delivery.**

Subsection (2) “Part or all of the area to be annexed must be developed for urban purposes”. An area developed for urban purposes is defined as any area which meets any one of the following standards:

- (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
- (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
- (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

**The area proposed to be annexed via Section 171.0413 involuntary procedures complies with subsection (2); however the majority of the annexation area is nonresidential and very few of the parcels in the area to be annexed are used for residential purposes. All residential parcels are used for urban purposes and are less than 5 acres in size.**

## **FUTURE LAND USE AND ZONING DESIGNATIONS**

The current Palm Beach County future land use designation and zoning districts for all of the properties within the proposed annexation area are summarized on Table 1. The predominant zoning can be characterized as a form of commercial (Urban Infill), and four of the parcels are designated as medium density residential (5 du/ac). Figures 2 and 3 indicate the proposed Village of Palm Springs Future Land Use and Zoning designations for the properties. The proposed future land use designation in the Village of Palm Springs for all of the nonresidential properties is Commercial and the proposed zoning classification is Commercial General (“CG”). The residential properties are proposed for Medium Density Residential land use and Multi-Family (“RM”) zoning.

## **INVENTORY OF PUBLIC FACILITIES AND SERVICES**

### *Roadways.*

The properties front 10<sup>th</sup> Avenue North. 10<sup>th</sup> Avenue North is classified as an urban minor arterial. This segment of the road between Military Trail and Kirk Road is a County roadway with an 80-foot cross-section. There are sidewalks on the North and South sides of 10<sup>th</sup> Avenue North. 10<sup>th</sup> Avenue North is a 4-lane roadway with a center dual turn-lane and an expanded intersection at Military Trail.

Two Local Streets bisect the annexation area: Grace Avenue and Greene Avenue. These road rights-of-way will remain under the jurisdiction of Palm Beach County until the balance of the residential parcels fronting these streets are annexed into the Village.

### *Drainage.*

The developed lots in this area are substantially impervious and non-conforming. On many of the parcels there does not appear to be positive legal outfall except sheet flow into 10<sup>th</sup> Avenue North. A County drainage ditch located on the west side of the Dorsey funeral home and cemetery provides outfall to the L-10 canal to the north. The drainage system will not change unless or until the properties are redeveloped.

### *Potable Water and Sanitary Sewer.*

The properties are within the Village of Palm Springs Utility Service Area. There will be no change in the water and sewer service by annexing into the Village. Two (2) water mains serve the area: a 12" line is located on the north side of the 10<sup>th</sup> Avenue North right-of-way, and an 8" line is located within the Weymouth Street right-of-way, to the south of the annexation area. Similarly, two (2) 8" sanitary sewer lines are located parallel to the water lines within the same rights-of-way. These interconnected systems are adjoined with a 12" water main and 8" sanitary sewer line that runs down Grace Avenue, and a 6" water main and 8" sewer line that runs down Greene Avenue.

### *Police.*

The area is currently served by the Palm Beach County Sheriff's Office. Once the annexation is effective, the Village of Palm Springs will assume the police protection services. The Village has 44 sworn officers, 17 civilian employees, and 20 part-time employees and volunteers. The Department is organized into Administration, Patrol Division, Criminal Investigation Division, and Support Services Division.

### *Fire Protection and Emergency Medical Services.*

The Village has been served by Palm Beach County Fire Rescue since 2009 with both fire protection and emergency medical services. The Palm Springs Police Department continues to be the First Responders for all emergency calls, including fire and medical calls. A majority of Palm Springs' officers are certified Emergency Medical Technicians and one (1) is a certified Paramedic.

### *Garbage and Public Works.*

The Village has a franchise agreement with Republic Services to pick up and haul all solid waste, trash, and recycling within the Village municipal boundaries. The involuntary annexation area is served by Advanced Systems, who will continue to provide service for an interim period. Newly annexed areas will transfer their service to the Village's hauler upon expiration of Advance System's contract.

### *Planning and Zoning and Building Services.*

The Village of Palm Springs has its own Land Development Department which performs all planning, zoning, and building plan review for new development and construction. Additionally, all inspections for new construction are performed by this department. Occupational licenses will be issued by the Village for all businesses operating inside the municipal limits.

### *Leisure Services.*

The Village has an active Leisure Services department that provides activities for the young and old alike. The Village Center Complex Campus is 23.5 acres and includes four lighted baseball fields and two lighted multi-purpose fields, basketball and tennis courts, a sand volleyball court, a water park, two tot lots, an 18-hole golf putting course, a teen center, and several instructional multi-purpose rooms. Additionally, the Village has Sago Park and Frost Lake Park and five other neighborhood passive parks to serve residents and their guests.

### *Library.*

The Village has its own 11,800 s.f. Library with a collection of 53,288 materials. Additionally, residents have access to an online eBook collection of 4,220 items and 111 online magazines. The Palm Springs Library is a part of COALA, which is a resource management agreement with Boynton Beach, Delray Beach, North Palm Beach, Lake Park, and the Village of Palm Springs. The Village also has a reciprocal use agreement with the Palm Beach County Library System.

**The area to be annexed consists primarily of commercial properties, and the few residential properties are not likely to impact these services.**

### *General Government.*

All daily administrative functions and general government support will be available to the properties by the Village if annexed into the corporate limits.

# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



-  Voluntary (Ord 2016-17)
-  Involuntary (Ord 2016-17)
-  Individual Voluntary (Ord 2016-16)
-  Village Limits



DATE: 9/20/2016



**§171.0413 Involuntary Annexation - 10th Avenue North  
Ordinance 2016-17**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	0042442405000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	\$ 849,386.00	No	PACKING	Commercial	CG	YES
2	0042442405000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	\$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	0042442405000080	DUTHLER GERALD	UI	UI	4441	10TH AVE N	0.2594	\$ 397,469.00	No	STORE/OFFICE/RESIDENTIAL	Commercial	CG	YES
4	00424424050000100	COMMUNITY CREDIT CORPORATION	UI	UI	N/A	10TH AVE N	0.1303	\$ 201,253.00	No	OFFICE	Commercial	CG	YES
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12	00424424050000240	MATALIA HITESH	UI	UI	4299	10TH AVE N	0.2594	\$ 239,918.00	No	STORES	Commercial	CG	NO
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**Total Parcels:** 25  
**Voluntary Parcels:** 18  
 % 72%

**Total Acres:** 9.57  
**Acres Voluntary:** 7.76  
 % 81%

\$ 8,013,154.00 **Total Assessed Value**

Voluntary  
 Involuntary  
 Individual Voluntary (Voters)

**Voluntary Annexation - 10th Avenue North (Ordinance 2016-16)**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
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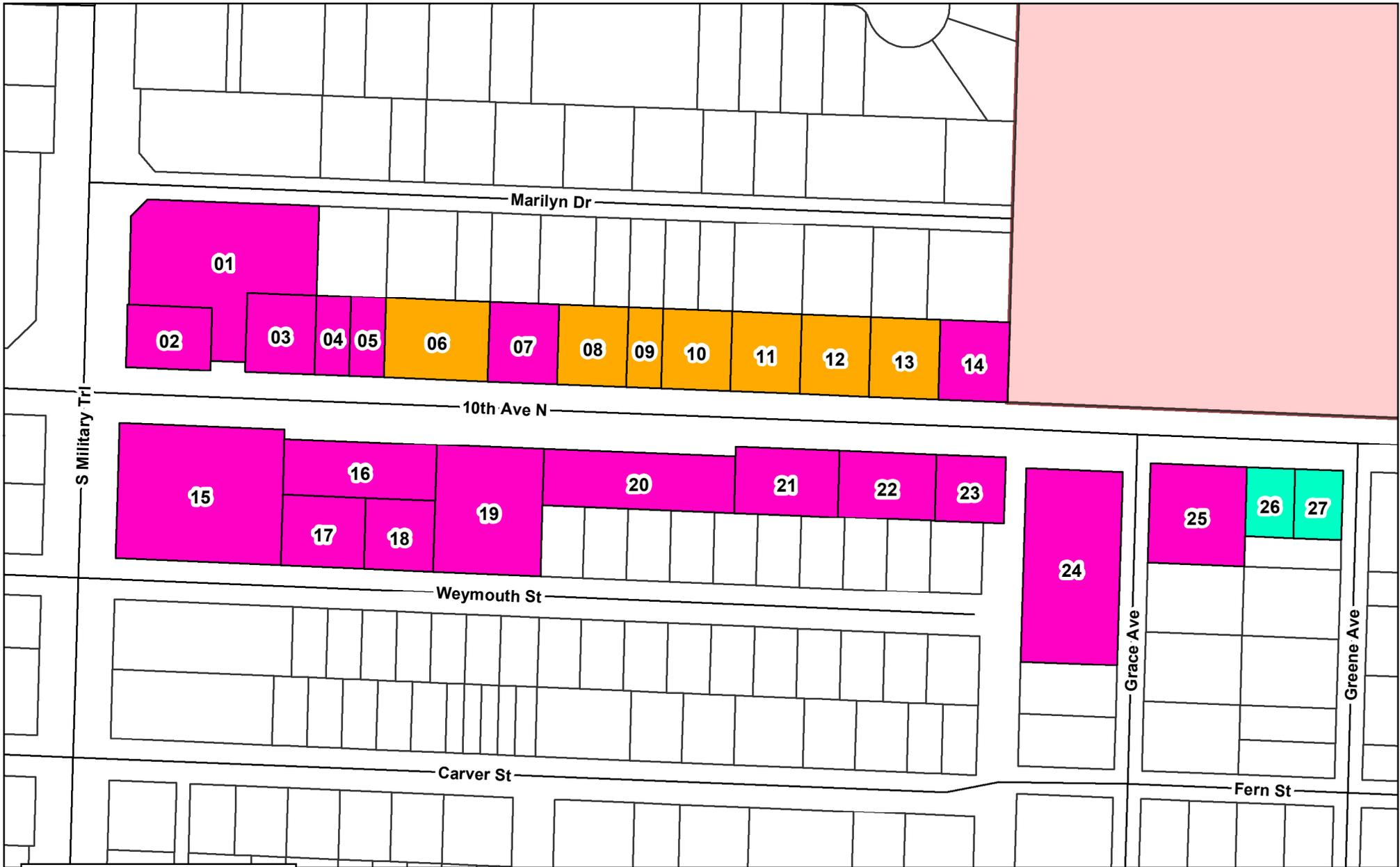
**Total Acres:** 0.32

\$ 50,000.00 **Total Assessed Value**

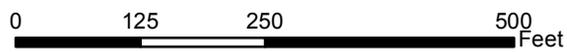
# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



- Voluntary (Ord 2016-17)
- Involuntary (Ord 2016-17)
- Individual Voluntary (Ord 2016-16)
- Village Limits



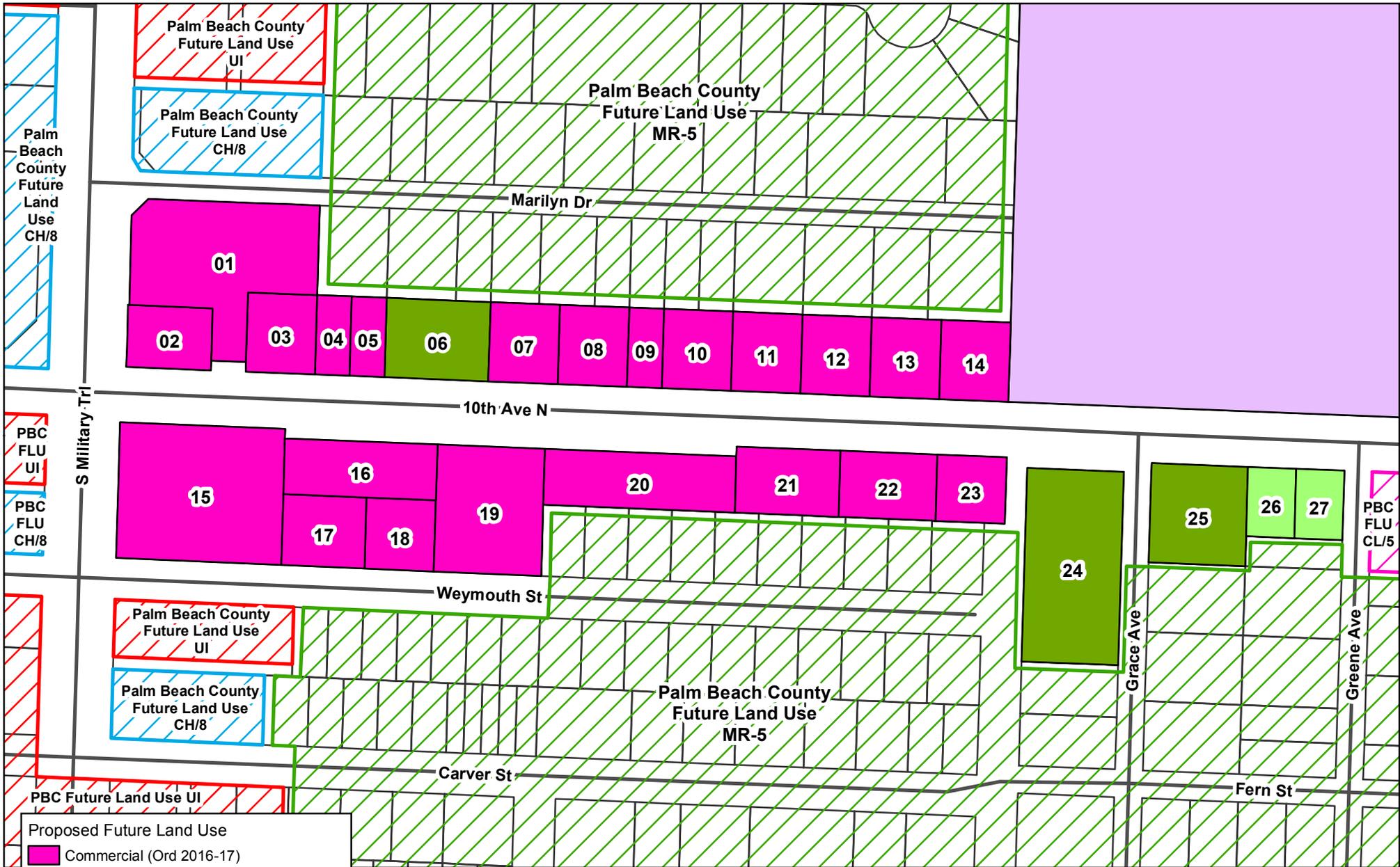
DATE: 9/20/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Future Land Use

Figure 2

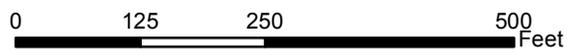


**Proposed Future Land Use**

- Commercial (Ord 2016-17)
- Medium Density Residential (Ord 2016-17)
- Medium Density Residential (Ord 2016-16)

**Existing Future Land Use**

- Commercial



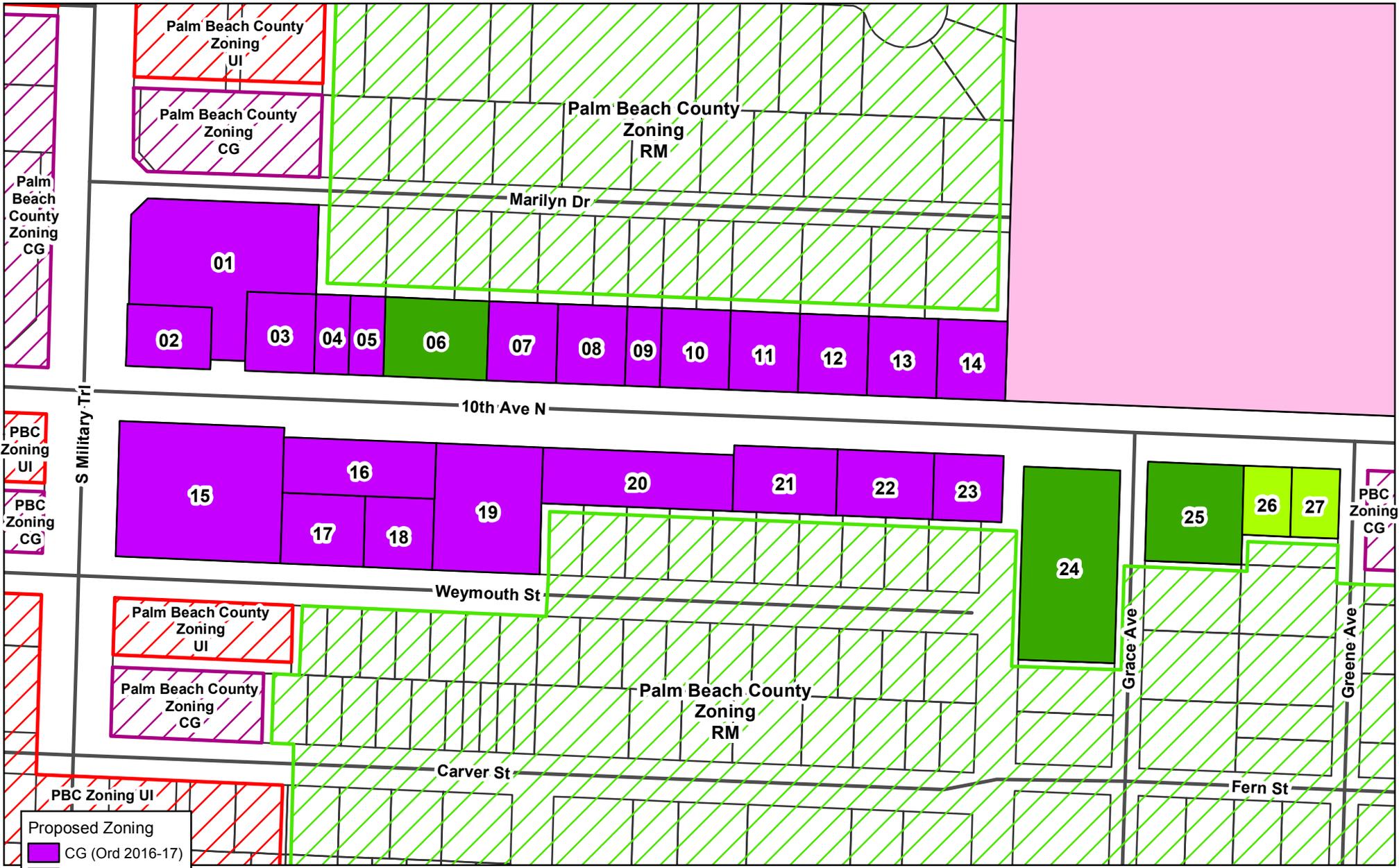
DATE: 9/20/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Zoning

Figure 3

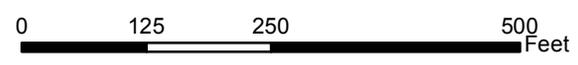


**Proposed Zoning**

- CG (Ord 2016-17)
- RM (Ord 2016-17)
- RM (Ord 2016-16)

**Existing Zoning**

- CG



DATE: 9/20/2016



# 10<sup>TH</sup> AVENUE NORTH ANNEXATION AREA

## Existing Conditions

Area:	9.89 acres
Parcels:	27 individual properties 25 voluntary 2 involuntary
Use(s):	residential 2 single-family units 8 multi-family units
Land Use:	PBC Medium Residential and Urban Infill
Zoning:	PBC RM and UI
Average Property Value:	\$298,635
Population Estimate:	21 residents

## Village Considerations

Land Use:	Village Medium Density Residential and Commercial
Zoning:	Village RM and CG
Services:	

**Utilities** Sewer facilities recently installed south of 10<sup>th</sup> Avenue North, and connections are being completed by the property owners

**Roads** 10<sup>th</sup> Avenue North is County road and is generally in good condition with sidewalks on both sides of the road

Side roads, Greene Avenue and Grace Avenue, will remain under County ownership/maintenance. These local roads do not include sidewalks. Roads are in good condition and have recently been repaved after utility work.

Street lights are located at intersections.

**Parks** The annexation area is centrally located between the 1.773-acre Lakewood Park (Lakewood Road and Kirk Road) and the new 1.862-acre Fox Tail Palm Park (Park Lane and Kirk Road). Both neighborhood parks are of sufficient size to serve 3500 residents<sup>1</sup> and 3700 residents, respectively.

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<sup>1</sup> Based on Village LOS standard of 5 acres/10,000 population

Library	The estimated 21 residents are projected to undertake 84 circulations/year, will require 59 materials, and necessitate 0.014 <sup>2</sup> librarians to serve their needs; however, it should be remembered that the Village Library currently serves the general public and not solely residents.
Police	The estimated 28 residents necessitate .07 officers <sup>3</sup> to serve this area. However, this does not represent the impact on Police services because the area is primarily commercial in nature. PBSO responded to 105 calls for service for the subject area for the period July 2015-2016, which includes property damage crimes such as graffiti and vandalism.
Code Compliance	The area is within the County's "Acacia Villas" Countywide Community Revitalization Team ("CCRT") area. A CCRT <sup>4</sup> area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.). The addition of 9.89 acres necessitates 0.02 code enforcement officers <sup>5</sup> to serve the area.
Permitting	Construction of a new Wawa gas station will provide permitting revenue, as well as minor increases due to utility connections, fences and minor repairs and renovations resulting from code enforcement activity.
Garbage	Advanced Systems = existing provider; residential service to transfer to Republic Services on Oct 1 <sup>st</sup> , commercial to remain with Advanced
Surfacewater	unaffected – LWDD area
Fire Rescue	unaffected – PBC Fire Rescue
Electric	unaffected – FPL
Schools	unaffected – existing residences and student population

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<sup>2</sup> Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita

<sup>3</sup> Based on State of Florida average LOS of 2.4 officers per 1,000 residents

<sup>4</sup> Countywide Community Revitalization Team (CCRT)

<sup>5</sup> Based on 1 code officer per square mile

## Fiscal Sustainability

### Budgetary Considerations:

- Police Officers @ \$124,469<sup>6</sup> > .07 officers = \$8,713
- Code Enforcement Officer @ \$65,340 > .02 code officers = \$1,307
- Utility Surcharge – loss of 25% surcharge (revenue source)  
as area become Village residents/property owners

Additional Ad Valorem: \$32,253<sup>7</sup>

Non-measurable Factors: Increase in other revenue sources, including sales tax, gas tax, franchise fees, etc.

Expansion of Village boundary provides contiguousness to Military Trail parcels to allow further annexation of commercial parcels (which tend to have more value)

Elimination of blight and undesired activities as result of Policing and Code Enforcement

Median income of area contributes to Village's eligibility to become a CDBG entitlement city (annual revenue allocation)

A Safe Village = Priceless

---

<sup>6</sup> Staff costs includes personnel and equipment

<sup>7</sup> Based on 4 mills and 2016 assessed values



**Department of Planning,  
Zoning & Building**

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

Planning Division 233-5300  
Zoning Division 233-5200  
Building Division 233-5100  
Code Enforcement 233-5500  
Contractors Certification 233-5525  
Administration Office 233-5005  
Executive Office 233-5228  
[www.pbcgov.com/pzb](http://www.pbcgov.com/pzb)

**Palm Beach County  
Board of County  
Commissioners**

Mary Lou Berger, Mayor  
Hal R. Valeche, Vice Mayor  
Paulette Burdick  
Shelley Vana  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

November 2, 2016

Kim Glas-Castro, AICP LEED AP  
Land Development Director  
Village of Palm Springs  
226 Cypress Lane, Village Hall  
Palm Springs, FL 33461

**RE: Proposed Annexations Tenth Ave N Voluntary, 2017-70-001 and  
Tenth Ave N Voluntary Involuntary, 2017-70-002**

Dear Ms. Glas-Castro:

Thank you for providing the County advance notice and the opportunity to review the annexations summarized below.

Name	Description
<b>Tenth Ave N Voluntary 2017-70-001</b>	<b>Acres:</b> 0.32 <b>Location:</b> Southwest corner of 10th Ave N & Green Ave <b>First Reading:</b> 11/10/2016 <b>Second Reading:</b> 12/8/2016
<b>Tenth Ave N Voluntary Involuntary 2017-70-002</b>	<b>Acres:</b> 9.57 <b>Location:</b> North and south sides of 10th Ave N, east side of Military Trl <b>First Reading:</b> 11/10/2016 <b>Second Reading:</b> 12/8/2016

Upon review of the annexations, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes (F.S.). Various County departments provided the following comments:

- The County Engineering Department recommends that the Village protect a 25 ft corner clip at the northwest intersection of 10<sup>th</sup> Ave N and Greene Ave, as well as corner clips on the northeast and southeast corners of the intersection with Military Trl and both corners of the intersection with Grace Ave and Greene Ave. Additionally, any future development should provide for the ultimate right of way for 10<sup>th</sup> Ave N and Military Trl (92-feet expanded). There are 13 existing street lights on the north side of 10<sup>th</sup> Ave N from Military Trl to Kirk Ave, owned and maintained by Florida Power and Light (FPL) for which the County are billed by FPL. These street lights will be transferred to the Village once the annexations are adopted.
- The Engineering and Code Enforcement staff expressed concerns over omitting portions of platted lots from the annexation and encourages the Village to pursue the annexation of the remaining parcels within the platted lots. Lot owners may be left with an illegal subdivision of land



- within the unincorporated area. This pertains to the south 42.82 ft of lots 28 and 29.
- The proposed annexations area is within the County's Urban Redevelopment Area (URA). Most of the properties within these proposed annexations have a future land use designation of Urban Infill (UI) and are located in an established Priority Redevelopment Area (PRA) that could utilize the Traffic Concurrency Exception Area provisions as well as other incentives for redevelopment. Parcels with the following property control numbers: 00-42-44-24-01-000-0222, 00-42-44-24-01-000-0223, 00-42-44-24-10-099-1170 and 00-42-44-24-10-099-1166 were recently approved under the UI guidelines for a convenience store with gas sales and a type I restaurant.

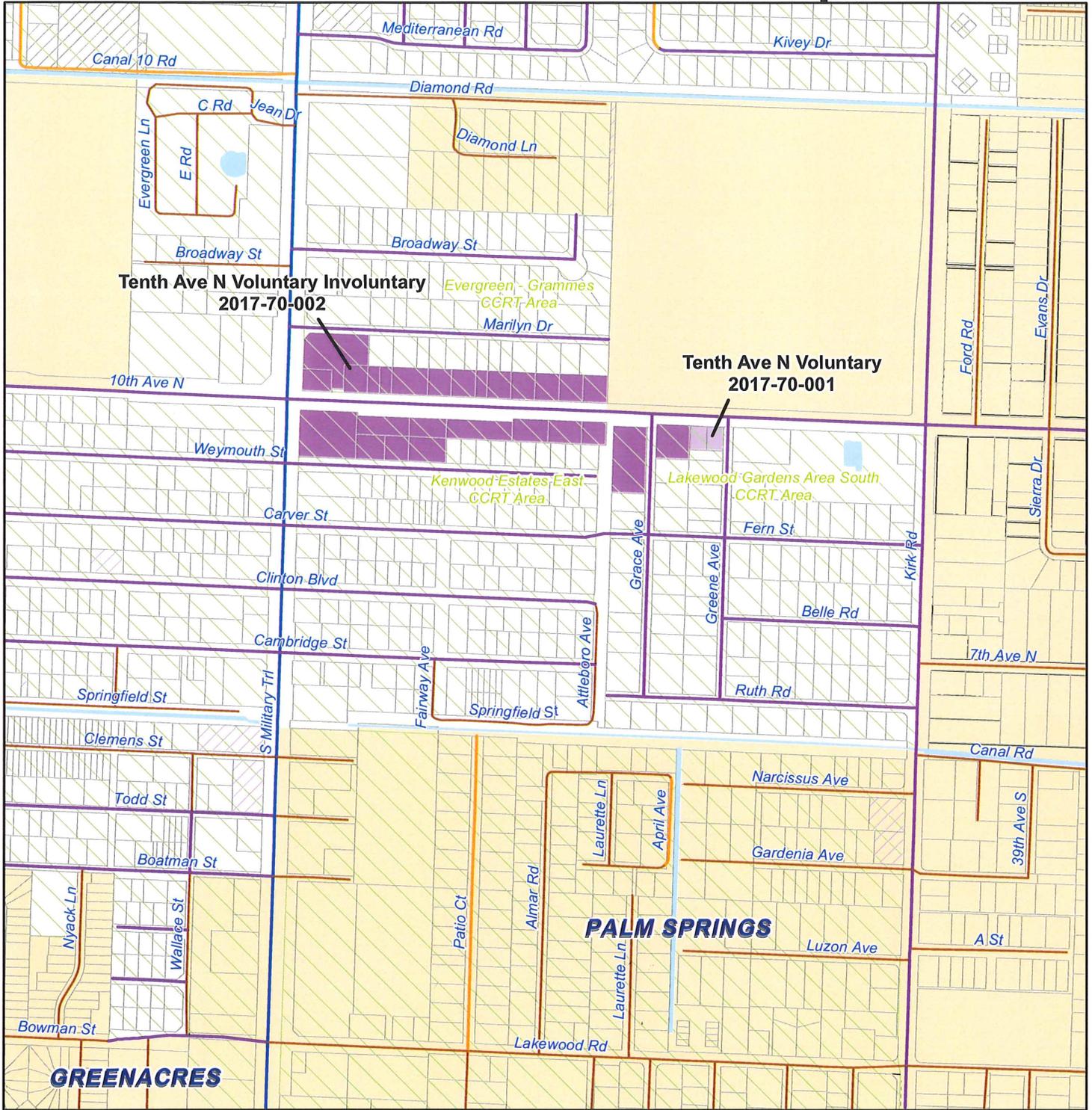
The County remains consistent in our efforts to cooperatively work with the Village on resolving annexation challenges. Please contact the following staff for questions: Dept. of Engineering Tammy Lee at 561-684-4019; Code Enforcement Steve Cramer at 561-233-5281; and the URA, Ed Nessenthaler at 561-233-5328. For any other comments or questions, please contact Patricia Behn, Principal Planner, at 561-233-5332.

Sincerely,

Lorenzo Aghemo  
Planning Director

cc: The Honorable Shelley Vana, District 3 Commissioner  
Faye Outlaw, Assistant County Administrator  
Patrick Rutter, PZ&B Executive Director  
Bob Banks, AICP, Chief Land Use County Attorney  
Rich Reade, Village Manager, Village of Palm Springs  
Patricia Behn, Principal Planner, PBC  
Ed Nessenthaler, Senior Planner, PBC  
Steve Cramer, Senior Code Enforcement Officer, PBC  
Tammy Lee, Engineering Dept., PBC

# Annexation Location Map



Proposed Annexation	Municipality	<b>Right-of-Way Maintenance</b>	
Proposed Annexation	Water	<b>County ROW Maintenance</b>	<b>Other ROW Maintenance</b>
CCRT Area		County Maintained	State Maintained
		Courtesy Maintained	Other

Updated: 10/18/2016  
 Contact: Nicole Delsoin  
 Filename: N:\Div\Proj\Annex\FY2016

Note: Map is not official, for informational purposes only  
 Source: ROW Maintenance Data PBC Engineering  
 Dept 2015 GISPROD SDE GEODATA.CENTERLINE\_LN



**Planning, Zoning & Building**

2300 N. Jog Rd.  
 West Palm Beach, FL 33411  
 Phone (561) 233-5300



**Palm Beach County  
Annexation Information Sheet**

Please submit the following information regarding each proposed annexation:

<b>Annexation Name</b>	<b>10<sup>TH</sup> Avenue North Involuntary Annexation</b>
Annexation Type	<b>§171.0413(6) F.S. Involuntary</b>
Acres	<b>9.57 acres total (25 parcels)</b>
Location	<b>10<sup>th</sup> Avenue North, generally located east of Military Trail and west of the Village limits</b>
Existing Use	<b>Various – see spreadsheet</b>
Proposed Use	<b>Same</b>
County Future Land Use	<b>Urban Infill and MR-5</b>
County Zoning	<b>UI and RM</b>
City Future Land Use	<b>Commercial and Medium Density Residential</b>
City Zoning	<b>Commercial General (CG) and Multi-Family Residential (RM)</b>
First Reading ( <i>if known</i> )	<b>November 10, 2016</b>
Second Reading ( <i>if known</i> )	<b>December 8, 2016</b>
Ordinance Num. ( <i>if known</i> )	<b>Ordinance No. 2016-17</b>
Location Map	<b>(Attached)                      Map # 1-25</b>
Parcel Control Numbers	<b>See Attached</b>

**§171.0413 Involuntary Annexation - 10th Avenue North  
Ordinance 2016-17**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	0042442405000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	\$ 849,386.00	No	PACKING	Commercial	CG	YES
2	0042442405000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	\$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	0042442405000080	DUTHLER GERALD	UI	UI	4441	10TH AVE N	0.2594	\$ 397,469.00	No	STORE/OFFICE/RESIDENTIAL	Commercial	CG	YES
4	00424424050000100	COMMUNITY CREDIT CORPORATION	UI	UI	N/A	10TH AVE N	0.1303	\$ 201,253.00	No	OFFICE	Commercial	CG	YES
5	00424424050000110	COMMUNITY CREDIT CORPORATION	UI	UI	4433	10TH AVE N	0.1297	\$ 94,981.00	No	OFFICE	Commercial	CG	YES
6	00424424050000120	SHELDON SALLY P	UI	UI	4409	10TH AVE N	0.3908	\$ 256,929.00	No	MULTIFAMILY - 5 UNITS	Med. Residential	RM	NO
7	00424424050000150	CORDOBA JUAN C & CORDOBA YOLANDA M	UI	UI	4391	10TH AVE N	0.2594	\$ 289,130.00	No	STORES	Commercial	CG	YES
8	00424424050000170	FIRM BUSINESS VENTURES LLC	UI	UI	4363	10TH AVE N	0.2594	\$ 112,774.00	No	VACANT COMMERCIAL	Commercial	CG	NO
9	00424424050000190	GARCIA COOPER MISPA	UI	UI	4349	10TH AVE N	0.1297	\$ 130,731.00	No	INSURANCE	Commercial	CG	NO
10	00424424050000200	WEISS BRADLEY G & WEISS CETTY M	UI	UI	4343	10TH AVE N	0.2594	\$ 285,485.00	No	PROF OFFICES	Commercial	CG	NO
11	00424424050000220	ENDOW PROPERTIES INC	UI	UI	4317	10TH AVE N	0.2594	\$ 319,620.00	No	STORES	Commercial	CG	NO
12	00424424050000240	MATALIA HITESH	UI	UI	4299	10TH AVE N	0.2594	\$ 239,918.00	No	STORES	Commercial	CG	NO
13	00424424050000260	MR CLEAN LAUNDRY LLC	UI	UI	4281	10TH AVE N	0.2594	\$ 377,225.00	No	SERVICE SHOPS	Commercial	CG	NO
14	00424424050000280	K & M PEARLS LLC	UI	UI	4259	10TH AVE N	0.2610	\$ 295,873.00	No	OFFICE	Commercial	CG	YES
15	00424424010000222	PETROLEUM ADVANTAGE PROPERTIES LLC	UI	UI	4468	10TH AVE N	1.0740	\$ 1,075,503.00	No	STORES	Commercial	CG	YES
16	00424424010000223	SAINT MARTIN I LLC	UI	UI	4440	10TH AVE N	0.4646	\$ 128,322.00	No	VACANT COMMERCIAL	Commercial	CG	YES
17	004244240100991170	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2814	\$ 77,722.00	No	VACANT COMMERCIAL	Commercial	CG	YES
18	00424424100991166	SAINT MARTIN I LLC	UI	UI	N/A	WEYMOUTH ST	0.2351	\$ 64,922.00	No	VACANT COMMERCIAL	Commercial	CG	YES
19	00424424010000224	LOS ESTEROS ASSOCIATES LP	UI	UI	4400	10TH AVE N	0.6523	\$ 964,783.00	No	STORES	Commercial	CG	YES
20	00424424010000220	LOS ESTEROS ASSOCIATES LP	UI	UI	N/A	10TH AVE N	0.5144	\$ 149,224.00	No	VACANT COMMERCIAL	Commercial	CG	YES
21	00424424010000230	4300 10TH AVENUE LLC	UI	UI	4300	10TH AVE N	0.3283	\$ 300,000.00	No	OFFICE	Commercial	CG	YES
22	00424424010000240	DARMETTA FRANCESCA & DARMETTA SALVATORE	UI	UI	4290	10TH AVE N	0.3407	\$ 350,204.00	No	STORES	Commercial	CG	YES
23	00424424010000430	EL MESIAS CHURCH OF THE NAZARENE INC	UI	UI	4262	10TH AVE N	0.2433	\$ -	No	RELIGIOUS	Commercial	CG	YES
24	00424424180000540	REYES GROUP MNGMNT INC	MR-5	RM	3271	GRACE AVE	0.8900	\$ 621,278.00	No	PRV SCHL/COLL	Med. Residential	RM	YES
25	00424424180000300	WARBIRD PROPERTIES LLC	MR-5	RM	930	GRACE AVE	0.4600	\$ 139,630.00	No	MULTIFAMILY - 3 UNITS	Med. Residential	RM	YES

**Total Parcels:** 25  
**Voluntary Parcels:** 18  
% 72%

**Total Acres:** 9.57  
**Acres Voluntary:** 7.76  
% 81%

\$ 8,013,154.00 **Total Assessed Value**

Voluntary  
Involuntary  
Individual Voluntary (Voters)

**Voluntary Annexation - 10th Avenue North (Ordinance 2016-16)**

MAP_NUMBER	PCN	OWNER_NAME	PBC FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	EXISTING USE	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
26	00424424180000291	SMITH GABRIELLE	MR-5	RM	4178	10TH AVE N	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES
27	00424424180000281	POWELL MARY H	MR-5	RM	927	GREENE AVE	0.1600	\$ 25,000.00	Yes	SINGLE FAMILY	Med. Residential	RM	YES

**Total Acres:** 0.32

\$ 50,000.00 **Total Assessed Value**

# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



- Voluntary (Ord 2016-17)
- Involuntary (Ord 2016-17)
- Individual Voluntary (Ord 2016-16)
- Village Limits



DATE: 9/20/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



- Voluntary (Ord 2016-17)
- Involuntary (Ord 2016-17)
- Individual Voluntary (Ord 2016-16)
- Village Limits



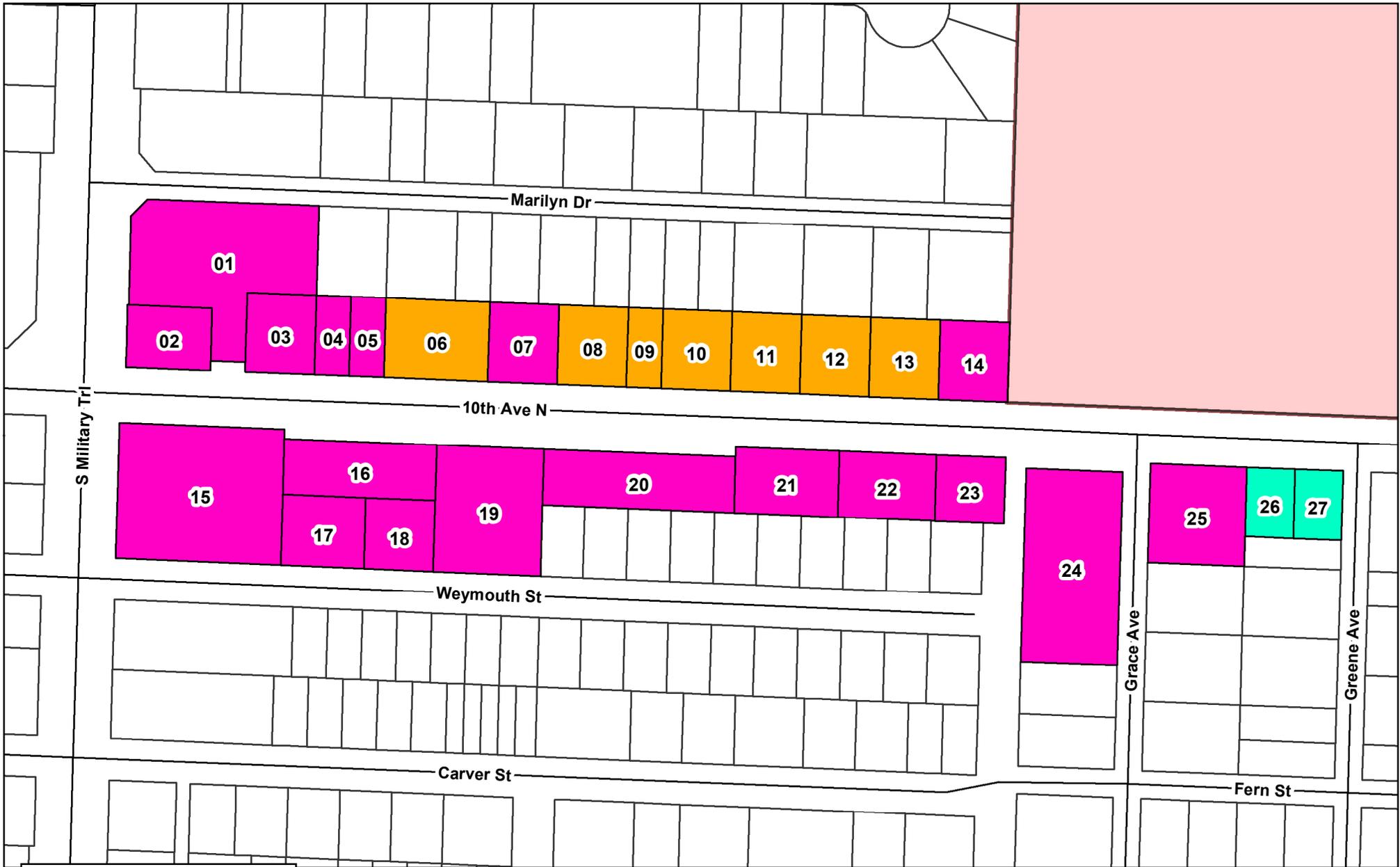
DATE: 9/20/2016



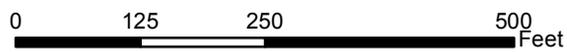
# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



- Voluntary (Ord 2016-17)
- Involuntary (Ord 2016-17)
- Individual Voluntary (Ord 2016-16)
- Village Limits



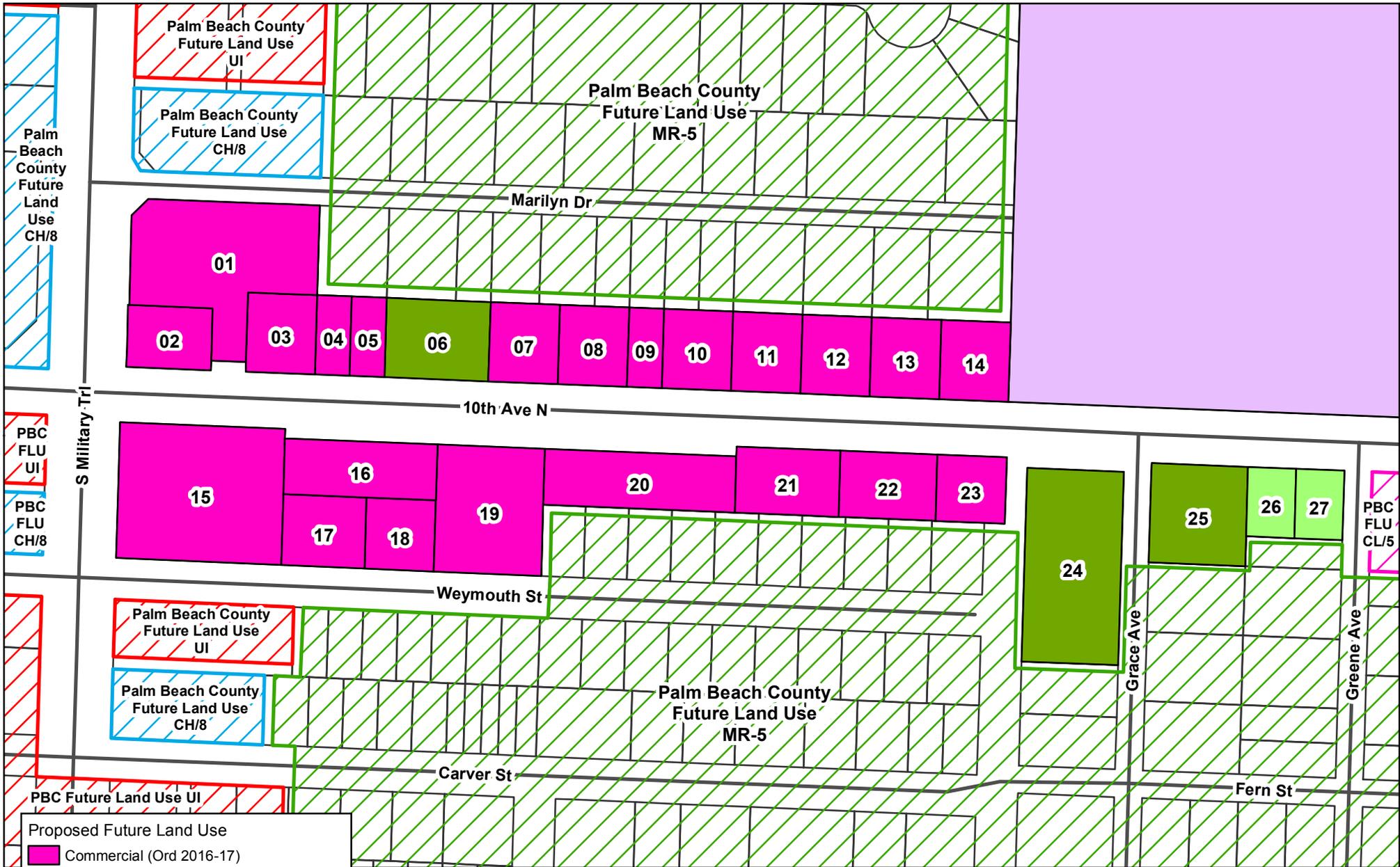
DATE: 9/20/2016



# VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Future Land Use

Figure 2

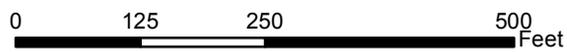


**Proposed Future Land Use**

- Commercial (Ord 2016-17)
- Medium Density Residential (Ord 2016-17)
- Medium Density Residential (Ord 2016-16)

**Existing Future Land Use**

- Commercial



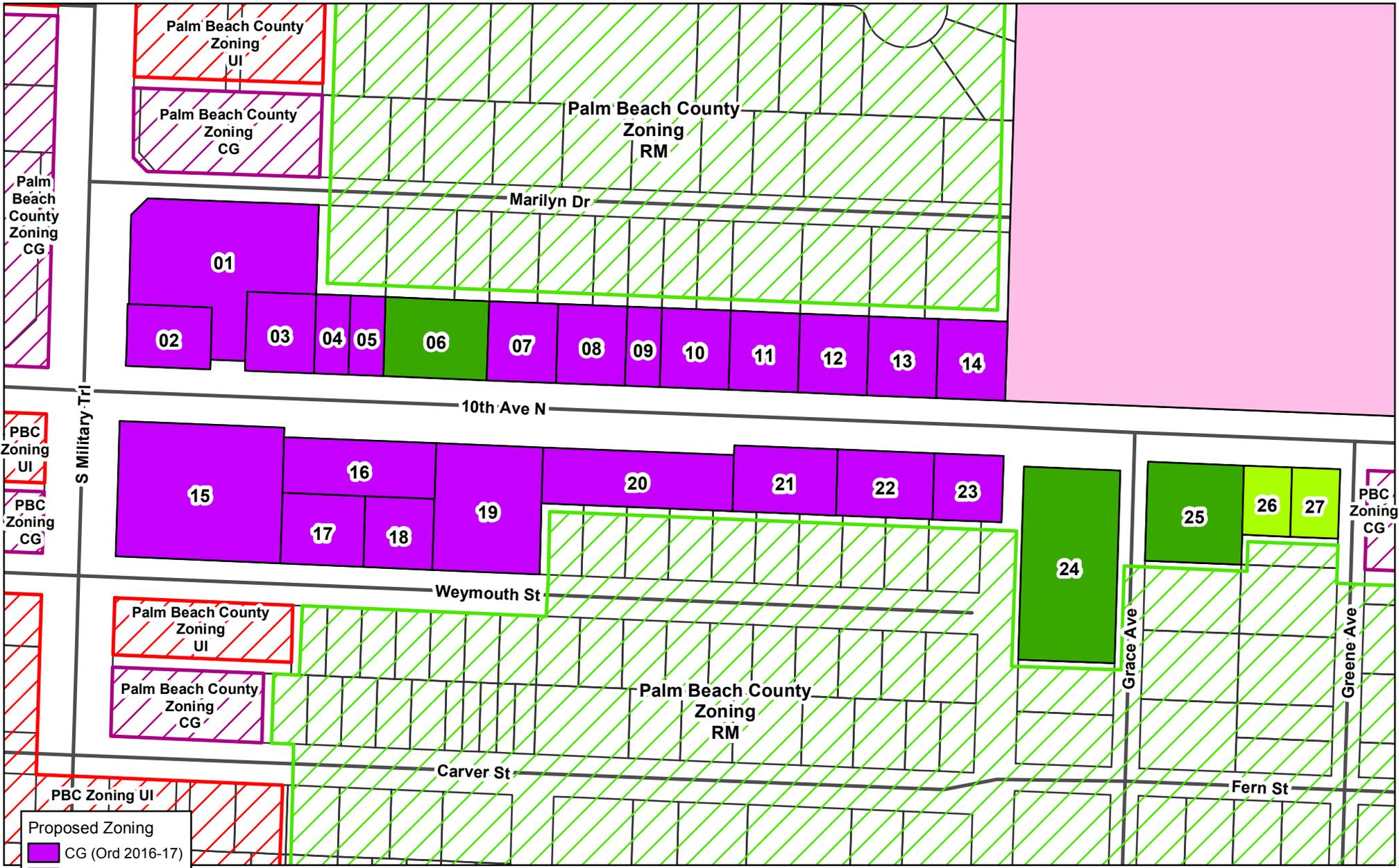
DATE: 9/20/2016



# VILLAGE OF PALM SPRINGS

## Annexation on 10th Avenue N - Zoning

Figure 3

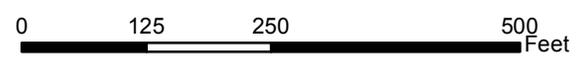


**Proposed Zoning**

- CG (Ord 2016-17)
- RM (Ord 2016-17)
- RM (Ord 2016-16)

**Existing Zoning**

- CG



DATE: 9/20/2016





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Land Development

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**ITEM #12:** Resolution 2016-75 - Planned Development Site Plan Amendment (SPR16-07) – Preston Square (formerly Tonset) – South Congress Avenue and Lark Road

**SUMMARY:** Mr. Ken de la Torre, agent for the contract purchaser, Pulte Homes, has submitted a request to modify the site plan of the planned development formerly called “Tonset”. The proposed Preston Square site plan consists of 164 fee-simple townhouse units within 34 two-story buildings, a tot lot, walking trails with fitness stations and four lakes. The subject 18.92-acre property is located on the east side of South Congress Avenue at Lark Road.

On May 21, 2009, the Village Council approved a site plan (Resolution No. 2009-41) permitting a residential development comprised of 210 townhouse units within 19 two-story buildings, a swimming pool and terrace, playground, passive park and two lakes to be constructed not the proposed property. Prior to the expiration of the original site plan on December 31, 2013, the Village Council approved a five-year time extension on November 14, 2013 (Resolution 2013-57).

Within the proposed new (revised) site plan, townhomes will include 3-bedroom units and will be configured in 4-unit or 6-unit arrangements. The end units will maintain 2-car garages while the interior units provide single car garages. The buildings have a maximum height of 35’ and an optional screened lanai is available to each buyer (extending 12’x14’ into the rear yard of the platted lot).

Note: Within the proposed the revised site plan, the applicant is requesting the following two (2) waivers:

- . Permit a 32’ wide private residential access street in lieu of a 50’ wide local road
- . Provide for individual curbside garbage collection rather than common dumpsters

Preston Square is proposed to be accessed via Lark Road only. An emergency vehicle access point is provided along Prairie Road that will be secured with a Knox Lock Box. Additionally, the proposed site plan includes the abandonment of a portion of Lark Road, which would be considered by the Village Council at a subsequent meeting. The developer would be responsible for improving Lark Road with a standard 50’ cross-section that includes sidewalks on both sides of the street. Improvements to Lark Road at Congress Avenue include a median separator to direct outbound traffic to the right-out (northbound) direction only, and tubular markers extending from the Congress

Avenue median to prevent illegal left-turns (southbound) onto Lark Road. The Congress Avenue and Lark Road landscape buffers include mature live oaks (relocated from the property), royal palms, sabal palms and crepe myrtle trees.

The Land Development Board considered the proposed amendment to the planned development during its October 11, 2016 meeting and recommended approval.

Note: Residents of the Bahama Heights neighborhood (unincorporated Palm Beach County), to the east, attended the Land Development Board meeting and expressed concern about the eastern perimeter treatment. As a result, the developer met with the neighbors and revised the plans to provide a 2' berm with 6' concrete wall within the eastern perimeter buffer (planted with enhanced landscaping along its Prairie Road side).

Based on the surrounding characteristics and the proposed reduction in density and building massing, staff does not find that the requested site plan modifications will negatively impact the area or be detrimental to the public welfare.

### **FISCAL IMPACT:**

The proposed 164 unit residential townhouse development is expected to increase the Village's property tax revenue upon completion.

### **ATTACHMENTS:**

1. Resolution 2016-75
2. Staff Report
3. Colored Site Plan
4. Site Plan
5. Landscape Plans
6. Eastern Buffer Plan
7. Eastern Buffer Cross-Section
8. Applicant's Narrative & Justification Statement(s)
9. Proposed Building Colors
10. Building Elevations and Floor Plans
11. Lanai Detail
12. Entrance Detail
13. Open Space Calculation
14. Letter of Support - Trinity Temple
15. Letter of Support - Radiant Leather
16. Traffic Performance Standards Review - Palm Beach County

## RESOLUTION NO. 2016-75

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) AMENDMENT TO SITE PLAN (SPR16-07) WITH CONDITIONS AND WAIVERS, THE APPLICATION SUBMITTED BY KEN DE LA TORRE, AGENT FOR THE CONTRACT PURCHASER PULTE HOMES, FORMERLY CALLED "TONSET" THE PROPOSED PRESTON SQUARE SITE PLAN CONSISTS OF 164 FEE-SIMPLE TOWNHOUSE UNITS WITHIN 34 TWO-STORY BUILDINGS, A TOT LOT, WALKING TRAILS WITH FITNESS STATIONS AND TWO LAKES. THE SUBJECT PROPERTY IS LOCATED ON THE EAST SIDE OF SOUTH CONGRESS AVENUE AT LARK ROAD AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, on May 21, 2009, the Village Council adopted Resolution No. 2009-41, permitting a residential development comprised of 210 townhouse units within 19 two-story buildings, a swimming pool and terrace, playground, passive park and two lakes; and

**WHEREAS**, the original site plan approval expired on December 31, 2013 and the Village Council approved a five-year time extension via Resolution 2013-57 on November 14, 2013; and

**WHEREAS**, the applicant is requesting 2 waivers: 1) to allow a 32' wide private residential access street in lieu of a 50' wide local road, and 2) individual curbside garbage collection instead of common dumpsters; and

**WHEREAS**, the townhouses will be 3-bedroom units, and will be configured in 4-unit or 6-unit arrangements. The end units will have 2-car garages and the interior units will have single car garages. The buildings have a maximum height of 35'. An optional screened lanai is available to each buyer, extending 12' x 14' into the rear yard of the platted lot; and

**WHEREAS**, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Land Development Board; and has otherwise been fully informed regarding this matter.

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

**Section 1.** The Village Council having received and considered the request of the Applicant for Amendment of the Site Plan (SPR16-07) and 2 waivers: 1) to allow a 32' wide private residential access street in lieu of a 50' wide local road, and 2) individual curbside garbage pickup instead of common dumpsters, and having been otherwise fully apprised of the premises herein, the Village Council hereby approves the said request, the amendment and two waivers, subject to those conditions listed on

**Resolution No. 2016-75**

Exhibit "A", attached hereto and incorporated herein by reference.

a. Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

**Section 2.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution.  
Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VICE MAYOR, JONI BRINKMAN	<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 the Resolution duly passed and adopted this \_\_\_\_\_ day of NOVEMBER, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

**Resolution No. 2016-75**

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY



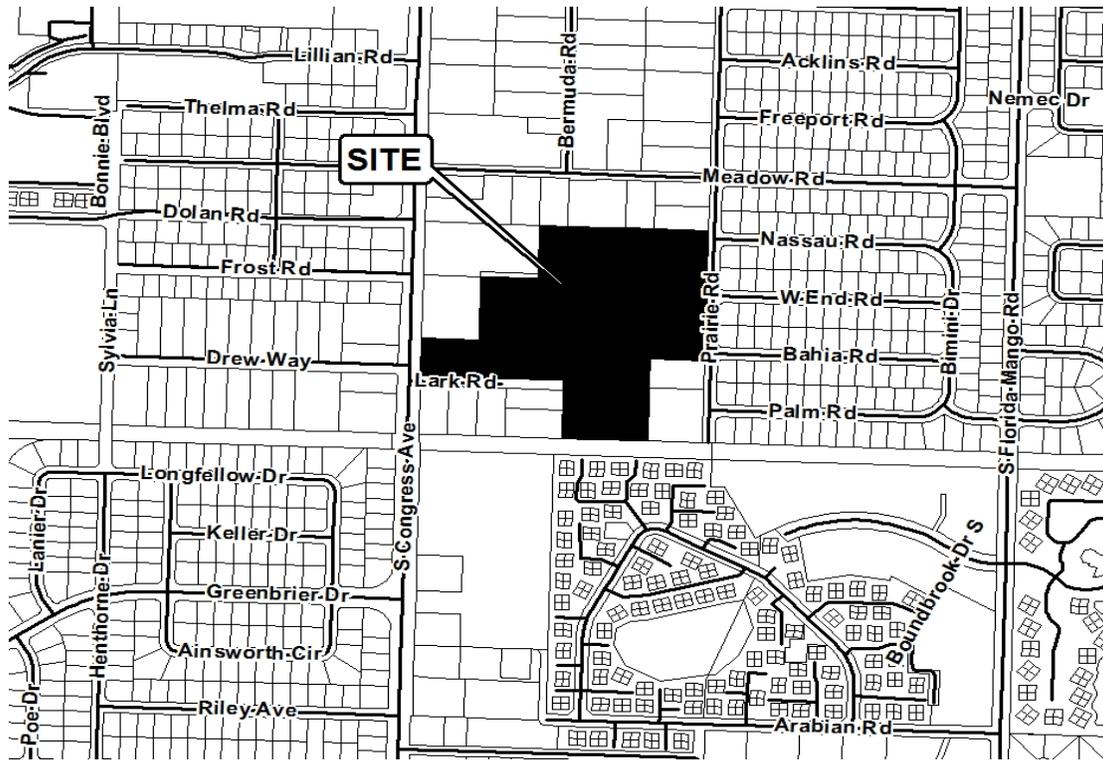
## LAND DEVELOPMENT STAFF REPORT

**SUBJECT:** Site Plan Amendment- Preston Square (fka Tonset) Planned Development Revised after LDB

Application Summary			
<b>Applicant</b>	Pulte Home Corporation	<b>Submittal Date</b>	6/24/2016
<b>Reference Name</b>	Tonset Property	<b>Case Number</b>	SPR16-07
		<b>Parcel control No</b>	70-43-44-17-05-003-0130, 70-43-44-17-05-005-0051, 70-43-44-17-05-004-0041 & 70-43-44-17-05-004-0042
<b>Location</b>	2406 S Congress Ave and two vacant lots on Congress Ave and one vacant lot on Lark Rd.	<b>Site Area</b>	Assemblage of 4 properties 18.92 acres
<b>LDB Meeting</b>	October 11, 2016	<b>Council Meeting</b>	November 10, 2016
Requests			
<b>Number of Buildings</b>	34 two story townhome buildings; configured in four-unit buildings or six-unit building		
<b>Number of Units</b>	164 fee-simple dwelling units		
<b>Waivers</b>	Requesting a waiver from Sec. 34-511 (c) to allow 32' wide residential access street instead of having 50' wide right of way for local access roadway. Proposing individual curbside collection service instead of common dumpsters, as approved by Republic Services.		
Parking			
<b>Code</b>	<b>Required</b>	<b>Provided</b>	<b>Meets Requirement</b>
<b>Total Parking</b>	513 (2.5 per unit plus 25% for guest)	517	Yes
Setbacks			
<b>Code</b>	<b>Required Minimum</b>	<b>Proposed</b>	<b>Meets Requirement</b>
<b>Front yard</b>	25 feet	Over 300 feet	Yes
<b>Rear yard</b>	20 feet	30 feet	Yes
<b>Side yard corner</b>	25 feet (from lark Rd)	40 feet	Yes
<b>Side interior</b>	20 feet (from North property line)	30 feet	Yes
Site Characteristics			
<b>Existing Use</b>	4 Vacant lots	<b>Proposed Use</b>	Residential
<b>Zoning</b>	Residential Multiple-Family	<b>Existing Future Land Use</b>	High Density Residential
Surrounding Existing Land Use, Future Land Use, and Zoning			
<b>Direction</b>	<b>Existing Use</b>	<b>Future Land Use</b>	<b>Zoning District</b>
North	Commercial office building, residential dwelling units and child day care facility	Commercial & Low Density Residential	Commercial General (CG) & Residential Single Family (RS)
South	Place of Assembly and Commercial retail businesses	Commercial & High Density Residential	Commercial General (CG) & Residential Multiple-Family (RM)
East	Residential dwelling units	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
West	Child day care facility & Commercial businesses	Commercial	Commercial General (CG)

### Recommendation

Land Development Staff recommends conditional approval of the 164 fee-simple dwelling units as part of the Planned Development, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.



### I Site History

- Ordinance 2006-42: Annexation  
The vacant parcel of lands was voluntarily annexed into the Village of Palm Springs on September, 2006 as Residential Single Family zoning district. At the time of the annexation there was an agreement (Resolution 2006-66) to make certain allowances regarding the development requirements in the applicable land use/zoning district.
- Ordinance 2007-26: Comprehensive Plan Amendment  
On November, 2007 the Village Council approved the amendment of the Future Land Use Map (FLUM) to incorporate the land Use Designation as High Density Residential.
- Ordinance 2008-26: Zoning re-designation.  
On December, 2008 the Village Council approved the changed of the zoning classification from the original designation with Palm Beach County of Single Family Residential to Residential Multiple-Family (RM).
- Resolution 2009-41: Site Plan  
A Site Plan was approved by The Village Council on May, 2009 to construct 210 townhomes in 19 two-story buildings. This project has a build out date of August 14, 2019.

## **II Comprehensive Plan Consistency**

- The subject properties Zoning and Future Land Use designation are Residential Multiple-Family (RM) and High Density Residential, respectively. The gross acreage of the property allows up to 359 dwelling units at the maximum intensity of the land use category (19 dwelling units per acre).
- The proposed Site Plan Amendment is consistent with goals, objective and policies of the Village's Comprehensive Plan.
- The proposed residential project fulfills Village effort to maximize the use of properties.

## **III Waiver Requested**

### **1. Right-of-Way width for Local Street.**

Minimum right-of-way width for a local street is 50 feet. The applicant is proposing a 32 feet (private) residential access street to utilize the innovative Planning Techniques of the Planned Development. The result of such techniques results in allocation of more areas for open space and utilization of less impervious surfaces.

## **III Neighborhood Compatibility**

- Some properties adjacent to the North side are single family residential lots.
- Two child day cares are located on the vicinity of the property; one is "Small World Preschool" located on the North side and "Little Blue Academy" located on the East side.
- Properties lying on the East side are Unincorporated Palm Beach County with residential uses.
- Some medical offices are located on the North and West of the property.

## **IV Regulatory Issues:**

- The Site Plan conforms to the property development standards for Planned Developments.
- The community will be accessed by the existing Lark Road right-of-way with an emergency access only on Prairie Rd.
- Project is located within the C-51 drainage basin which required a minimum of 18% lake storage area.
- A Utility/Civil Plan application is required for review and approval. This review may result in additional requirements that necessitate subsequent site plan amendments for consistency.
- Improvements at the intersection of Lark Road and South Congress Avenue have been proposed as enumerated below:
  1. Construction of a traffic separator (median) in Lark Road to promote a right-turn-only scenario.
  2. Installation of tubular markers and stripping within Congress Avenue to extend to the existing traffic separator at the immediate intersection of Lark road and South Congress Avenue at the left turn lane.
  3. Installation of markers and stripping at the U-Turn lane (southbound) to extend to the existing separator.

## **V Environmental Issues:**

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

## **VI Community Outreach/ Notification**

- The subject property was posted on September 29, 2016.
- Public Notification letters were mailed to all property owners within 300 foot radius of subject property on September 27, 2016.
- Legal advertisement was published in the paper on September 29, 2016.
- Staff has not received any inquiries or comments as a result of the notices.

## **VII Proposed Development Plan Details**

The petitioner's development plans dated received on June 24, 2016 depicts the following:  
Application for a Site and Development Plan Amendment dated June 24, 2016.

1. Site Plan dated June 24, 2016 revised and resubmitted on October 3, 2016.
2. Architectural plans dated on June 24, 2016 revised and resubmitted on October 3, 2016.
3. Preliminary Engineering plans dated June 24, 2016.
4. Photometric plan dated June 24, 2016.
5. Landscape plans dated June 24, 2016 revised and resubmitted on October 3, 2016.

## **VIII Recommendation**

The previously approved project was never constructed. The amended site plan proposes a reduction of 46 dwelling units.

The applicant is proposing the development of the 18.92 acre parcel with 164 two-story fee-simple townhomes with maximum height of 35'. The townhomes will be three bedrooms homes. Buildings will be configured in either four-units or six-units townhomes where the end units will be 20' wide and the interior units will be 18' wide. The larger end units will have two car garages, while the interior units will have single car garages. The community will have access by the existing Lark Road right-of-way and only emergency access is proposed thru Prairie Road. Additionally each townhouse has an optional screened lanai in the rear of the unit that is limited in size to 12 feet deep by 14 feet wide. Amenities include: two (2) trails with fitness stations and benches underneath decorative pergolas, a gazebo at the end of Bard Street adjacent to the lake, and a tot lot with benches for parents.

In addition the project exceeds some of the minimum requirements for a Planned Development as shown on the table below:

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	6.62 acres	9.65 acres
20 percent of open space shall be common amenities	1.32 acres	1.38 acres
2.5 parking spaces per unit plus 25% for guest parking	513 spaces	517 spaces

After the Land Development Board consideration on October 11, 2016, the applicant voluntarily committed to create a visual buffer on the East side of the property (adjacent to Prairie Road), providing a six foot concrete panel wall on a two foot berm. Additionally the applicant is proposing an upgrade to the landscape buffer on the East side to be consistent with the previously approved site plan and to address the concerns expressed by adjacent residents in the past and recently.

Land Development Staff has conducted a review of the application and found the proposed project to be generally consistent with the land development and zoning regulations and all other portions of the code. Staff considers this application as an Amendment to the previous Planned Development / Site Plan approval and recommends conditional approval subject to the following 45 conditions, which replace and supersede conditions of all previous approvals:

1. Build out date **December 31, 2020**.
2. Site plan data shall be revised **prior to Council consideration** to correct parking required as 2.5 parking spaces per unit.
3. Improvements on the right-of-ways of South Congress Ave and Lark Road shall be completed **prior to the issuance of the Certificate of Occupancy for the 65<sup>th</sup> unit** (40% of the project).
4. The common amenity areas shall be completed in their entirety, open for use and accessible to the residents, prior to **the issuance of the Certificate of Occupancy for the 65<sup>th</sup> unit** (40% of the project).
5. The proposed lift station needs to be shown on the Site Plan **prior to Council consideration**.
6. The proposed screened lanai in the rear of the units shall be limited to 12 feet deep by 14 feet wide (refers to sheets A1.11 and A1.11). This size limitation shall be reflected within deed restrictions/HOA covenants.
7. The HOA covenants/deed restrictions shall prohibit the conversion of garages into habitable spaces, the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere except inside garages.
8. Back patios shall be limited to 12 feet deep by 14 feet wide.
9. The emergency access on Prairie Road shall have a Knox Lock which will be utilized by the Village of Palm Springs and Fire Department only.
10. Prior to approval of the Final Plat, permits shall be limited to 1) tree removal, 2) land alteration/utilities, and 3) Building #27, the dry model and sales center.
11. This Planned Development/Site Plan approval is subject to Village Council approving the abandonment of a portion of Lark Road. This abandonment may be subject to reservation of a utility easement to serve the parcels to the east.
12. A Utility/Civil Plan application is required to be review and approved by the Village Engineer and Public Service Director. Requirements resulting from this review process may necessitate a subsequent site plan amendment for consistency. Based on preliminary engineering plans, the following conditions are envisioned:
  - a) The proposed lift station shall be completed and operational (with all agencies' approvals) **prior to issuance of the first Certificate of Occupancy**.
  - b) The Developer is responsible for replacing the 4-inch force main located within the Lark Road right-of-way.
  - c) The Developer shall enter into a Utility Agreement with the Village prior to issuance of a land alteration/utility permit.
13. The Final Plat shall be approved and recorded prior to any sales.
14. The Final Plat and Right-of-Way Abandonment shall be approved by the Village Council prior to permitting.

15. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:  
"NOTICE TO HOMEBUYERS/TENANTS"  
"School age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561) 434-8100 for the most current school assignment(s)".
16. The school bus stop shall be approved by the School District of Palm County. A dedicated easement to Palm Tran shall be kept on the property in case Palm Tran decided to relocated the existing bus shelter( stop 837 located approximately 300 feet to the north) to this location.
17. Approvals/permits must be obtained from all authorities having Jurisdiction prior to obtaining building permits from the Village of Palm Springs including but not limited to LWDD, SFWMD, PBC, FDOT and Palm Beach County Health Department; copies shall be submitted to the Village.
18. The flow in the drainage ditch along Prairie Road shall not be impeded either during or after completion of the project.
19. Drainage calculations shall be reviewed and approved by the Village Engineer prior to permitting.
20. Details of the proposed perimeter fence shall be provided to the Village **prior to Council consideration.**
21. The mail pickup and delivery system shall be approved by the United States Postal Service.
22. Required landscaping, fences or structures shall not be installed within drainage easements or utility easements without written approval of the easement holder.
23. The applicant shall improve Lark Road to Village standards with at least a 25 ft. wide paved road way with a minimum of 4 ft. side walk and swale on each side. The entire right-of-way width is 50 ft.
24. The Homeowners Association shall be responsible for the maintenance of all landscaped buffers and lawn maintenance, including the private back yards and between screen enclosures.
25. The common space shall be placed in a form of common ownership by residents of the Planned Development, such as a duly constituted and legally responsible community association, cooperative, or a similar entity. The legal instrument shall be reviewed by and found acceptable to the Village Attorney and recorded in compliance with Section 34-1065 of the Land Development Regulations.
26. Each home owner shall be responsible to store the individual garbage canister inside the unit garage and place it curbside on collection days only.
27. The Homeowners Association will provide for reserves for all common areas including roof repairs and replacements. Since there is a single common roof to a building, all repairs and replacements shall be done on an entire building basis.
28. All site lighting shall be according with the Village Land Development Regulations.
29. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
30. The construction dumpster shall be only provided by Republic Services who is under franchise Agreement with the Village.
31. A six (6) ft. construction fence shall be installed around the perimeter of the construction site prior to commencement of any site work or construction activity and shall remain through

substantial completion. A silt barrier shall be installed in addition to the fence. A track pad shall be provided to contain dirt/silt to the construction site.

32. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
33. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the Land Development Department at time of permitting.
34. Trees/palms slated for removal and destruction shall be offered to the village for relocation to a public property. Property owners shall provide at least 60 days' notice to the village and grant the village permission to enter the property and relocate any trees approved for removal.
35. Verify utility and easement locations to ensure that there are no conflicts with landscaping, and revise at time of permitting, as needed.
36. Landscaped areas shall be irrigated. New irrigation systems shall be maintained separately from potable water distribution systems, and shall include rain sensor shut-off mechanisms.
37. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of construction activity. Permits are required from the Land Development Department prior to commencing any tree removal, land alteration, or construction. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
38. All electric/utilities shall be underground.
39. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
40. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
41. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
42. The civil engineer of record shall certify the site construction prior to Final Certificate of Occupancy.
43. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
44. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
45. At the time of CO, the petitioner shall provide the Land Development Department with electronic copies of as-builts.



RESIDENTIAL  
Z: RS  
LU: LOW DENSITY

SMALL WORLD  
PRESCHOOL  
Z: CG  
LU: COMM.

RESIDENTIAL  
Z: RS  
LU: LOW DENSITY

RESIDENTIAL  
Z: RS  
LU: LOW DENSITY

CONGRESS PARK  
OFFICE CONDO  
Z: CG  
LU: COMM.

FOUNDCARE / COMP. COMMUNITY  
CARE NETWORK INC.  
Z: CG  
LU: COMM.

NASSAU  
ROAD

6' HT. WALL ON  
2' HT. BERM

EMERGENCY ACCESS  
ONLY. FENCE FOR  
EMERGENCY ACCESS  
KNOX LOCK FENCE TO  
TERMINATE INTO  
PERIMETER WALL

STABILIZED  
EMERGENCY  
ACCESS

WEST END  
ROAD

6' HT. WALL ON  
2' HT. BERM

BAHIA ROAD

RESIDENTIAL  
Z: RM  
LU: MEDIUM DENSITY

RESIDENTIAL  
UNINCORPORATED PBC  
Z: RS  
LU: INST

TRINITY TEMPLE  
Z: RM  
LU: HIGH DENSITY

CONGRESS TOWN CENTER  
Z: CG  
LU: COMM.

RADIANT LEATHER CARE INC  
Z: CG  
LU: COMM.

CANAL NO. L-9

CONGRESS AVENUE

FITNESS STATION #1

LARK ROAD

MAIL KIOSK

TOT LOT W/ BENCHES  
FITNESS STATION #6  
REC AREA  
53 AC.  
(INCLUDES FITNESS  
TRAIL AREA)

WATER SURFACE  
82 AC.

WATER SURFACE  
1.11 AC.

WATER SURFACE  
1.18 AC.

WATER SURFACE  
36 AC.

10' BUFFER

10' BUFFER

10' BUFFER

10' BUFFER

10' BUFFER

10' BUFFER

15' BUFFER

15' BUFFER

15' BUFFER

TROUBADOUR STREET

BARD STREET

BYRON STREET

BYRON STREET

POST STREET

PRAIRIE ROAD

DISCOURT  
WAY

EQU

EQU

EQU

**SITE DATA**

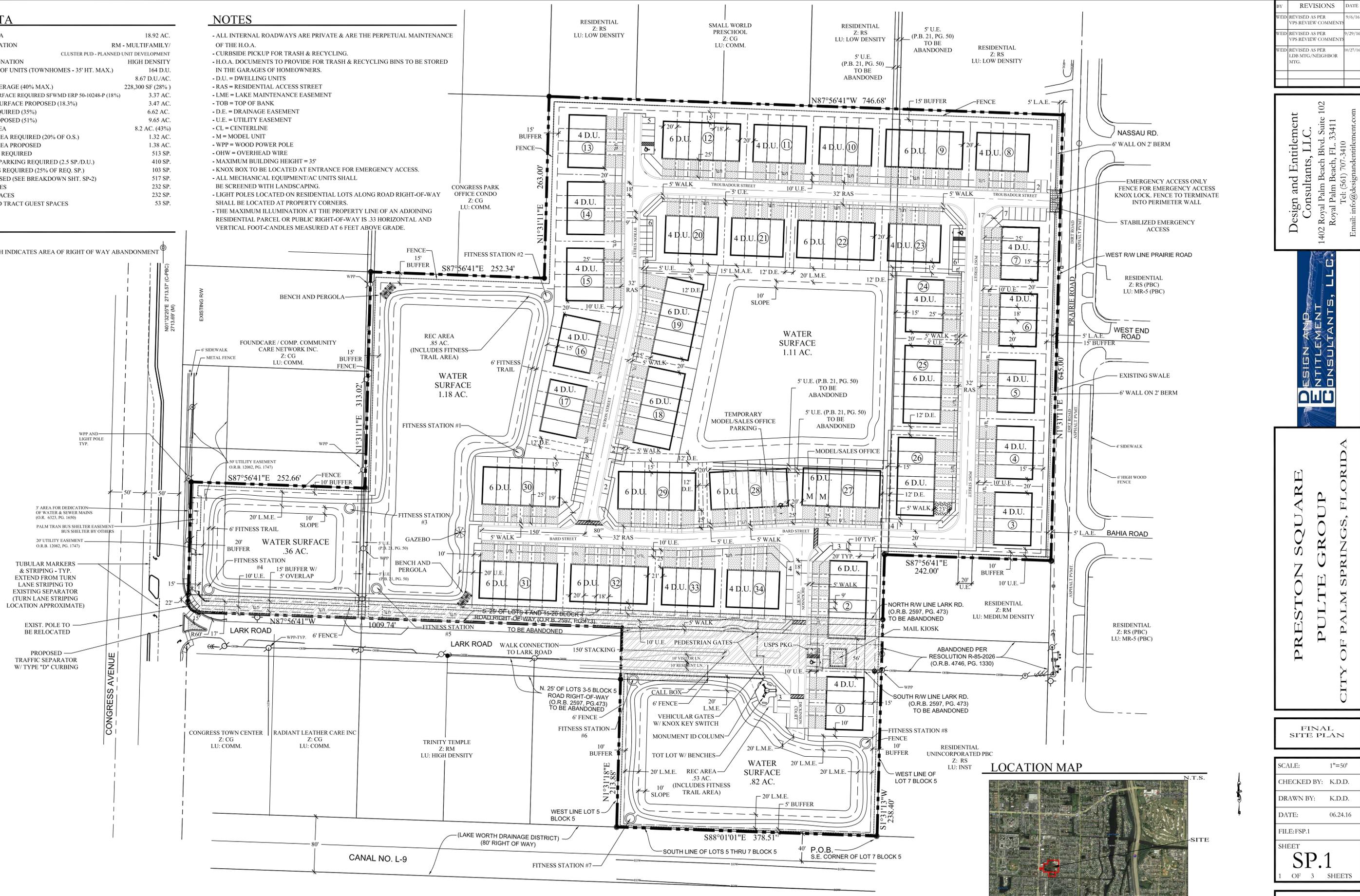
TOTAL SITE AREA	18.92 AC.
ZONING DESIGNATION	RM - MULTIFAMILY/ CLUSTER PUD - PLANNED UNIT DEVELOPMENT
LAND USE DESIGNATION	HIGH DENSITY
TOTAL NUMBER OF UNITS (TOWNHOMES - 35' HT. MAX.)	164 D.U.
DENSITY	8.67 D.U./AC.
TOTAL LOT COVERAGE (40% MAX.)	228,300 SF (28%)
TOTAL WATER SURFACE REQUIRED SF/MD ERP 50-10248-P (18%)	3.37 AC.
TOTAL WATER SURFACE PROPOSED (18.3%)	3.47 AC.
OPEN SPACE REQUIRED (35%)	6.62 AC.
OPEN SPACE PROPOSED (51%)	9.65 AC.
IMPERVIOUS AREA	8.2 AC. (43%)
PRIVATE REC AREA REQUIRED (20% OF O.S.)	1.32 AC.
PRIVATE REC AREA PROPOSED	1.38 AC.
TOTAL PARKING REQUIRED	513 SP.
RESIDENTIAL PARKING REQUIRED (2.5 SP./D.U.)	410 SP.
GUEST SPACES REQUIRED (25% OF REQ. SP.)	103 SP.
PARKING PROPOSED (SEE BREAKDOWN SHT. SP-2)	517 SP.
GARAGE SPACES	232 SP.
DRIVEWAY SPACES	232 SP.
PRIVATE ROAD TRACT GUEST SPACES	53 SP.

**LEGEND**

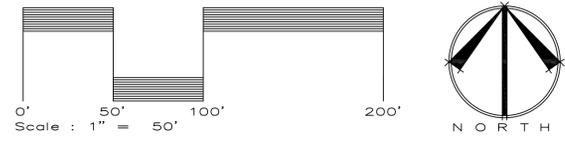
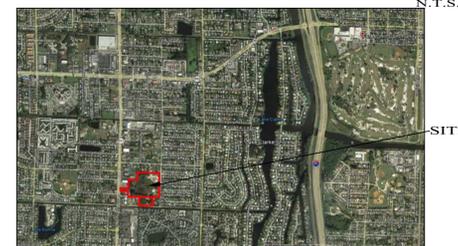


**NOTES**

- ALL INTERNAL ROADWAYS ARE PRIVATE & ARE THE PERPETUAL MAINTENANCE OF THE H.O.A.
- CURBSIDE PICKUP FOR TRASH & RECYCLING.
- H.O.A. DOCUMENTS TO PROVIDE FOR TRASH & RECYCLING BINS TO BE STORED IN THE GARAGES OF HOMEOWNERS.
- D.U. = DWELLING UNITS
- RAS = RESIDENTIAL ACCESS STREET
- LME = LAKE MAINTENANCE EASEMENT
- TOB = TOP OF BANK
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- CL = CENTERLINE
- M = MODEL UNIT
- WPP = WOOD POWER POLE
- OHW = OVERHEAD WIRE
- MAXIMUM BUILDING HEIGHT = 35'
- KNOX BOX TO BE LOCATED AT ENTRANCE FOR EMERGENCY ACCESS.
- ALL MECHANICAL EQUIPMENT/AC UNITS SHALL BE SCREENED WITH LANDSCAPING.
- LIGHT POLES LOCATED ON RESIDENTIAL LOTS ALONG ROAD RIGHT-OF-WAY SHALL BE LOCATED AT PROPERTY CORNERS.
- THE MAXIMUM ILLUMINATION AT THE PROPERTY LINE OF AN ADJOINING RESIDENTIAL PARCEL OR PUBLIC RIGHT-OF-WAY IS .33 HORIZONTAL AND VERTICAL FOOT-CANDLES MEASURED AT 6 FEET ABOVE GRADE.



**LOCATION MAP**



BY	REVISIONS	DATE
WED	REVISED AS PER VPS REVIEW COMMENTS	9/6/16
WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16
WED	REVISED AS PER LDB MTG/NEIGHBOR MTG.	10/27/16

**Design and Entitlement Consultants, LLC.**  
 1402 Royal Palm Beach Blvd, Suite 102  
 Royal Palm Beach, FL 33411  
 Tel: (561) 707-3410  
 Email: info@designandentitlement.com

**DESIGN AND ENTITLEMENT CONSULTANTS, LLC.**

**PRESTON SQUARE  
 PULTE GROUP  
 CITY OF PALM SPRINGS, FLORIDA**

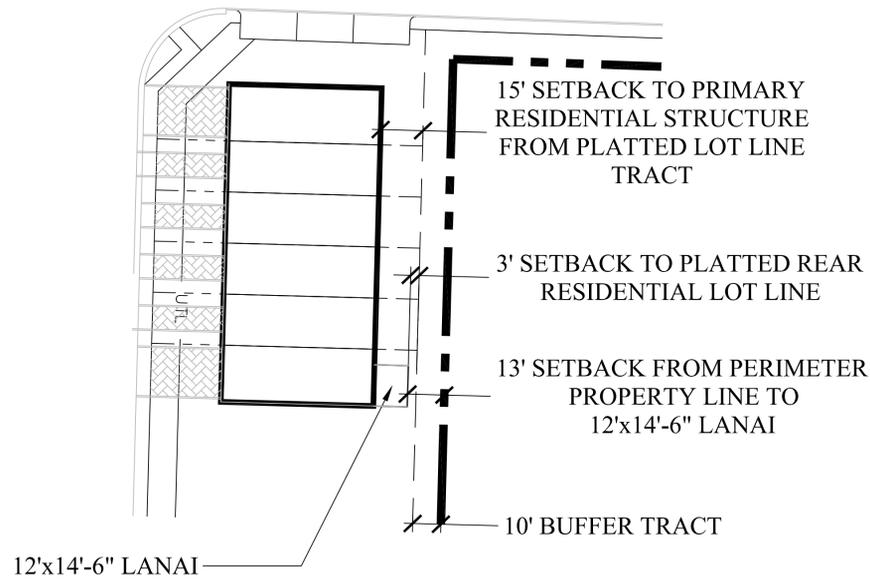
**FINAL SITE PLAN**

SCALE:	1"=50'
CHECKED BY:	K.D.D.
DRAWN BY:	K.D.D.
DATE:	06.24.16
FILE:	FSP.1
SHEET	<b>SP.1</b>
	1 OF 3 SHEETS

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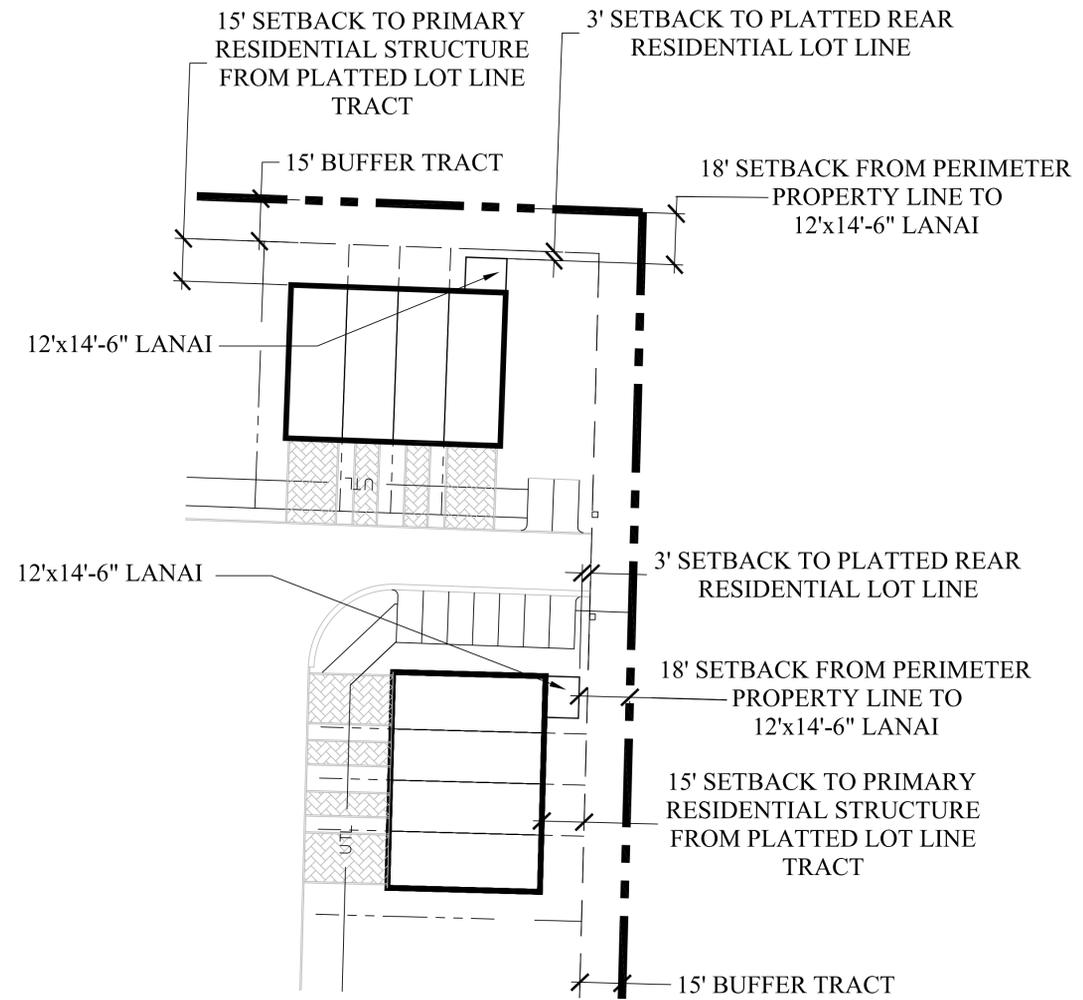
# 10' BUFFER SETBACK DETAIL

1"=30'



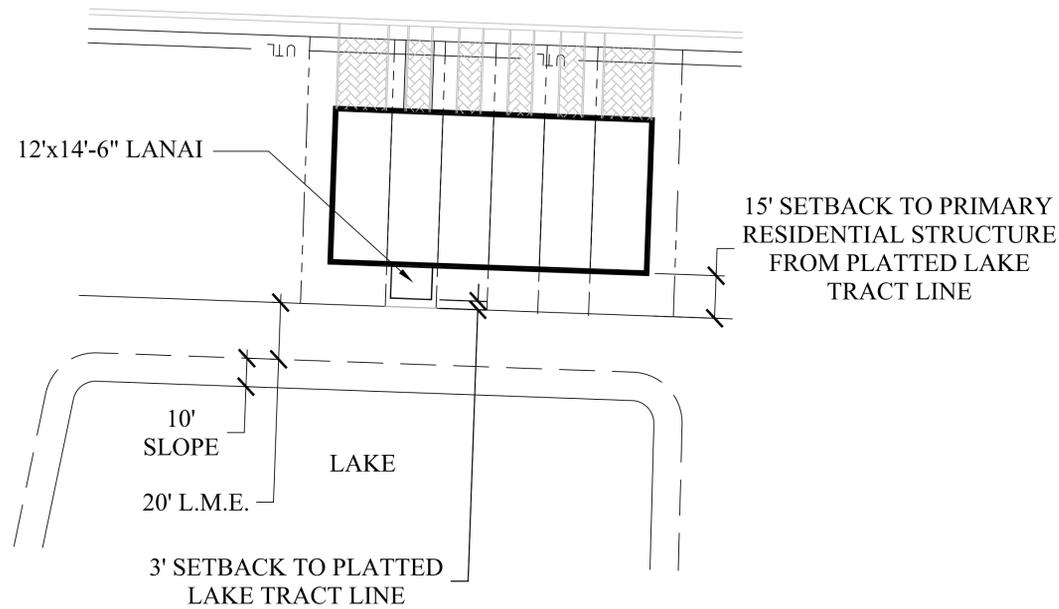
# 15' BUFFER SETBACK DETAIL

1"=30'



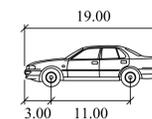
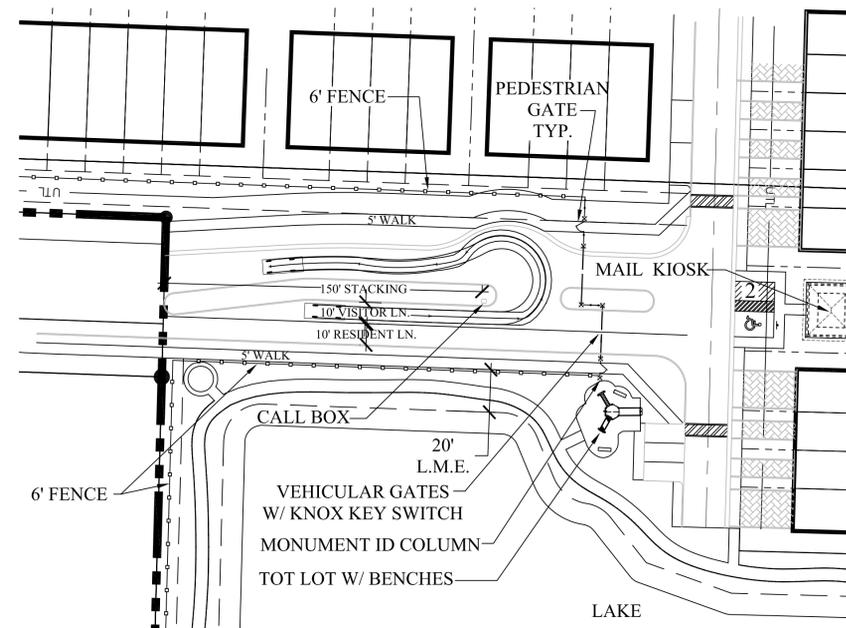
# LAKE TRACT SETBACK DETAIL

1"=30'



# ENTRY DETAIL

1"=40'



P	feet
Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6

BY	REVISIONS	DATE
WED	ARCHITECTURAL REVS	10/3/16
WED	REVISED AS PER P&Z/CITY MGR. MTG.	10/27/16

Design and Entitlement Consultants, LLC.  
 1402 Royal Palm Beach Blvd., Suite 102  
 Royal Palm Beach, FL, 33411  
 Tel: (561) 707-3410  
 Email: info@designandentitlement.com



PRESTON SQUARE  
 PULTE GROUP  
 CITY OF PALM SPRINGS, FLORIDA

LANAI SETBACK & ENTRY DETAILS

SCALE:	AS NOTED
CHECKED BY:	K.D.D.
DRAWN BY:	W.E.D.
DATE:	09.23.16
FILE:	FSP.1
SHEET	SP.3/DET.2
	3 OF 3 SHEETS

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**PROPERTY DEVELOPMENT REGULATION TABLE**

SETBACK	PROPOSED
FRONT (STREET)	25'
SIDE (INTERIOR)	10'/20' BLDG. SEP.
REAR	15'

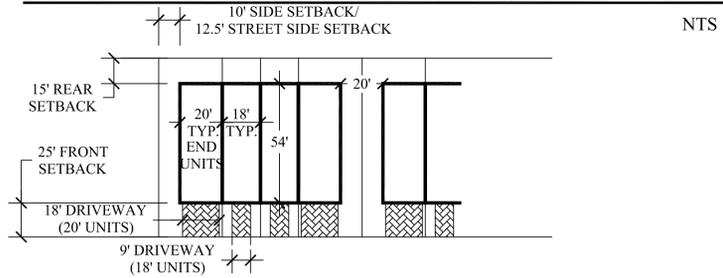
**GAZEBO**

OCTAGON GAZEBO OR SIMILAR SPECIFICATION.

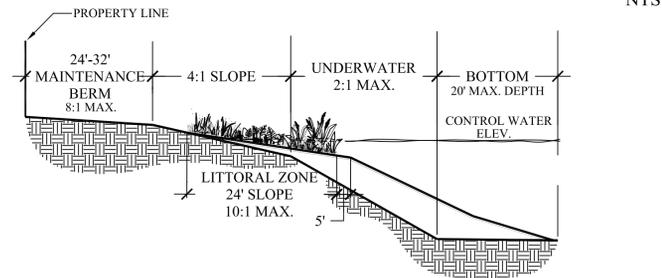
NTS



**TYPICAL PROPERTY DEVELOPMENT REGULATION DETAIL**



**TYPICAL LAKE SECTION**



**SITE IMPERVIOUS CALCULATIONS**

IMPERVIOUS IMPROVEMENT	SITE ACREAGE 18.92 AC.				
	LINEAR FOOTAGE	SQUARE FOOTAGE	NO. OF UNITS	TOTAL IMPERVIOUS	SITE TOTAL PERVIOUS
32' INTERNAL R.A.S. PAVEMENT (INCLUDES 5' SIDEWALK & PARKING)	3,515 L.F.	112,492 S.F.		112,492 S.F.	
MULTI-FAMILY FOOTPRINT INCL. DRIVEWAY (4 & 6 UNIT)		228,300 S.F.	164 D.U.	228,300 S.F.	
REC AREA (FITNESS TRAIL)	2,709 L.F.	16,254 S.F.		16,254 S.F.	
<b>TOTAL</b>	6,224 L.F.	357,046 S.F.	164 D.U.	357,046 S.F.	467,109 S.F.*

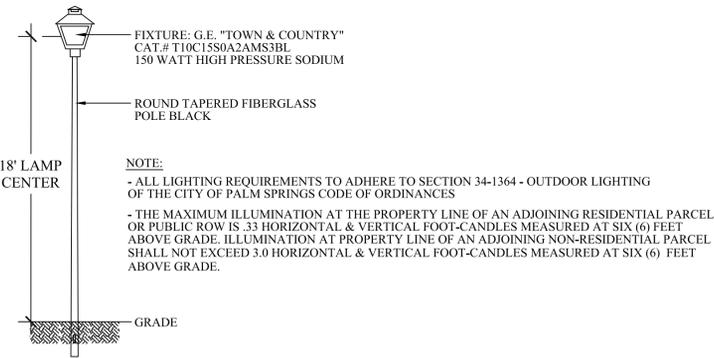
\* INCLUDES LAKES.

**PARKING CALCULATION BREAKDOWN**

4 UNIT BUILDING			6 UNIT BUILDING		
QTY./UNIT	PKG. SPACE TYPE	TOTAL SPS./UNIT	QTY./UNIT	PKG. SPACE TYPE	TOTAL SPS./UNIT
2	2 CAR GARAGE	4	2	2 CAR GARAGE	4
2	TANDEM DRIVEWAYS	4	2	TANDEM DRIVEWAYS	4
2	1 CAR GARAGE	2	4	1 CAR GARAGE	4
2	SINGLE CAR DRIVEWAYS	2	4	SINGLE CAR DRIVEWAYS	4
<b>TOTAL SPS./UNIT</b>		<b>12 SPACES</b>	<b>TOTAL SPS./UNIT</b>		<b>16 SPACES</b>
<b>TOTAL 4 UNIT BLDGS = 20 BLDGS</b>		<b>TOTAL 4 UNIT SPACES = 240 SPS.</b>	<b>TOTAL 6 UNIT BLDGS = 14 BLDGS</b>		<b>TOTAL 6 UNIT SPACES = 224 SPS.</b>

**INTERNAL VEHICULAR ACCESSWAY STREET LIGHT DETAIL - FPL STANDARD TOWN & COUNTRY LIGHT**

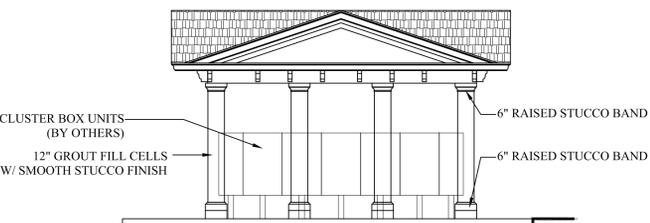
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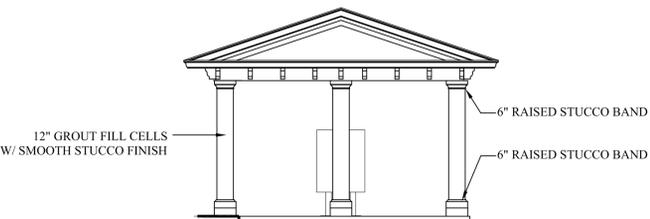
**MAIL KIOSK DETAIL**

OR SIMILAR PRODUCT & SPECIFICATION.

NTS



**FRONT & REAR ELEVATION**

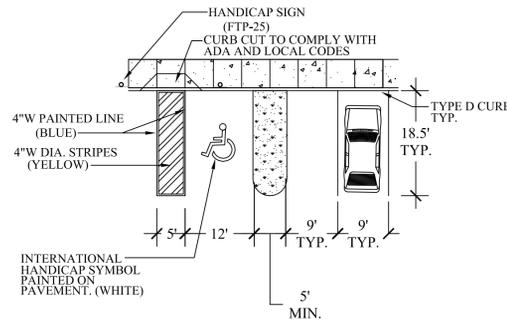


**SIDE ELEVATION**

**HANDICAP/PARKING DETAIL**

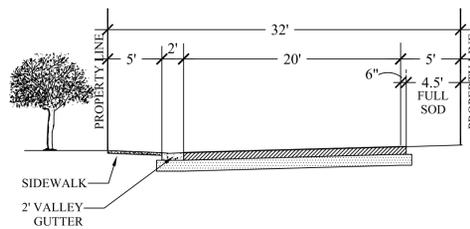
**NOTE:** DESIGN TO CONFORM TO: PALM SPRINGS, FLORIDA CODE SECTION 34-1328  
 ALL DIMENSIONS AND NOTES ARE TYPICAL

NTS



**32' RESIDENTIAL ACCESS STREET (R.A.S.) CROSS SECTION**

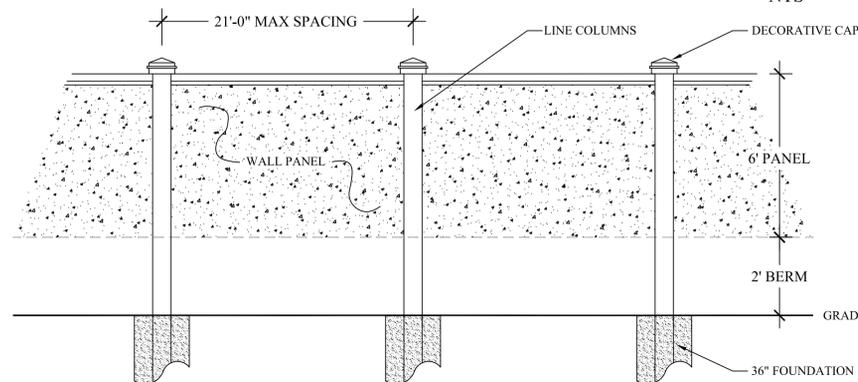
NTS



**EAST BUFFER (PRAIRIE RD.) WALL PANEL CONCEPTUAL ELEVATION DETAIL**

OR SIMILAR PRODUCT & SPECIFICATION.

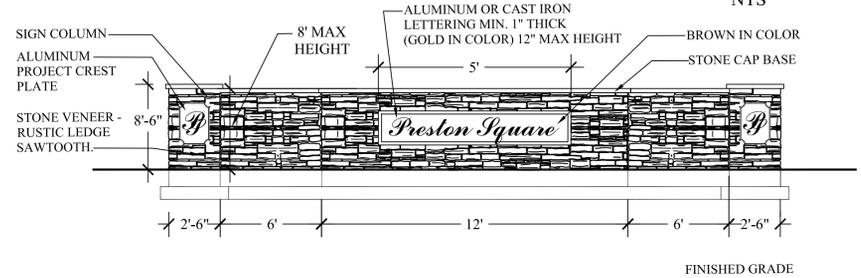
NTS



**CONCEPTUAL MONUMENT SIGN DETAIL**

**NOTE:** MONUMENT SIGN TO BE CONSTRUCTED IN ACCORDANCE TO ARTICLE IV, SECTION 34-326 OF VILLAGE OF PALM SPRINGS CODE.

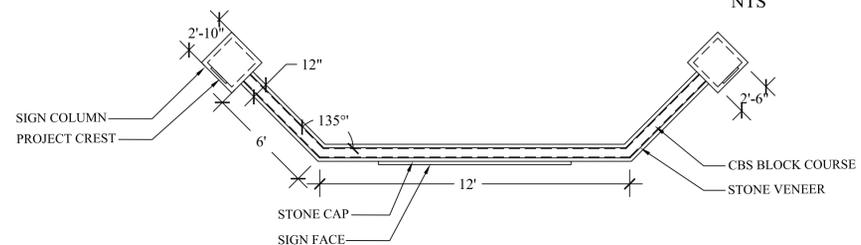
NTS



**CONCEPTUAL MONUMENT SIGN PLAN**

**NOTE:** MONUMENT SIGN TO BE CONSTRUCTED IN ACCORDANCE TO ARTICLE IV, SECTION 34-326 OF VILLAGE OF PALM SPRINGS CODE.

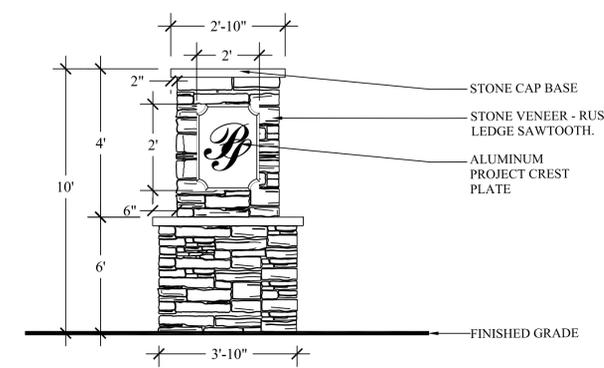
NTS



**CONCEPTUAL PROJECT IDENTIFICATION COLUMN DETAIL**

**NOTE:** IDENTIFICATION COLUMN TO BE LOCATED WITHIN ENTRY OF PROJECT AT PEDESTRIAN GATE AREAS.

NTS



BY	REVISIONS	DATE
WED	REVISED AS PER VPS REVIEW COMMENTS	8/31/16
WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16
WED	REVISED AS PER PKZ/CITY MGR. MTG.	10/27/16

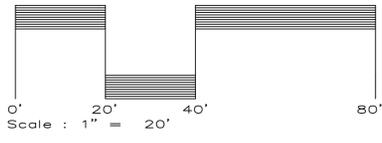
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 Royal Palm Beach, FL, 33411  
 Tel: (561) 707-3410  
 Email: info@designandentitlement.com

**DESIGN AND ENTITLEMENT CONSULTANTS, LLC.**

**PRESTON SQUARE PULTE GROUP**  
 CITY OF PALM SPRINGS, FLORIDA

**SITE DETAIL SHEET**

SCALE:	NTS
CHECKED BY:	K.D.D.
DRAWN BY:	K.D.D.
DATE:	06.24.16
FILE:	CSP.1
SHEET	SP.2/DET.1
	2 OF 3 SHEETS



BY	REVISIONS	DATE
WED	REVISED AS PER VPS REVIEW COMMENTS	8/31/16
WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16

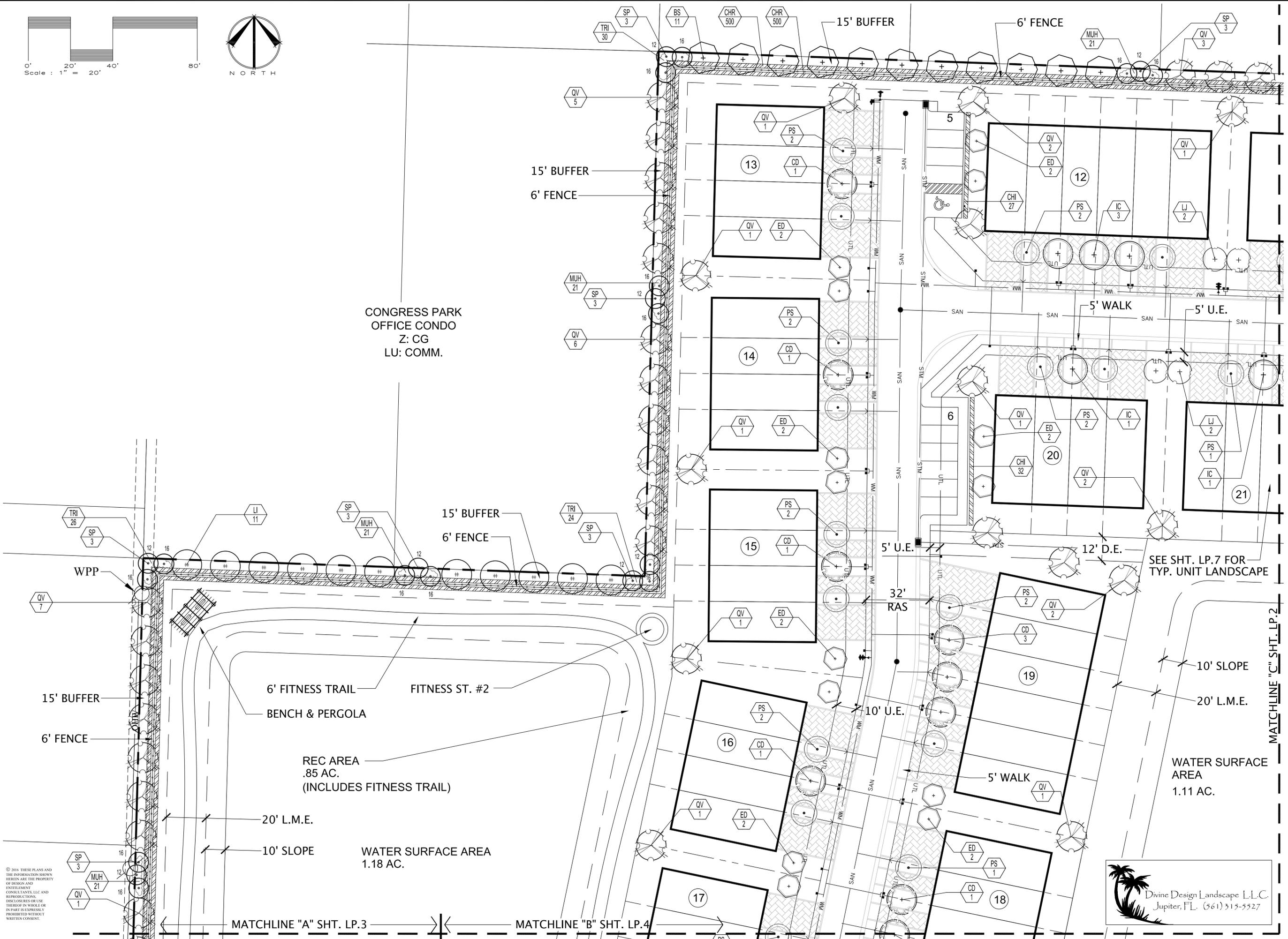
Design and Entitlement Consultants, LLC.  
 2135 Belcrest Court  
 Royal Palm Beach, FL, 33411  
 Tel: (561) 707-3410  
 Email: info@designandentitlement.com



PRESTON SQUARE  
 PULTE GROUP  
 CITY OF PALM SPRINGS, FLORIDA

LANDSCAPE PLAN	
SCALE:	1"=20'
CHECKED BY:	W.E.D./R.M.B.
DRAWN BY:	W.E.D.
DATE:	06.24.16
FILE:	FLP.1
SHEET	LP.1
	1 OF 8 SHEETS

CONGRESS PARK  
 OFFICE CONDO  
 Z: CG  
 LU: COMM.



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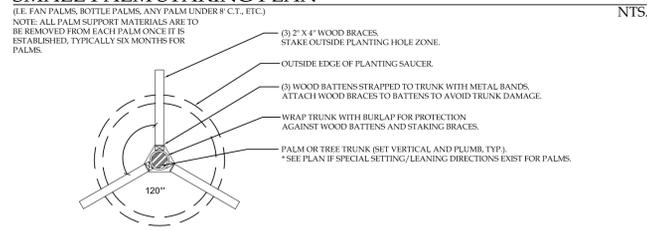


MATCHLINE "C" SHT. LP.2

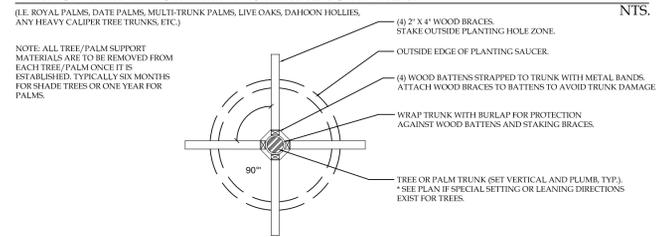
MATCHLINE "A" SHT. LP.3

MATCHLINE "B" SHT. LP.4

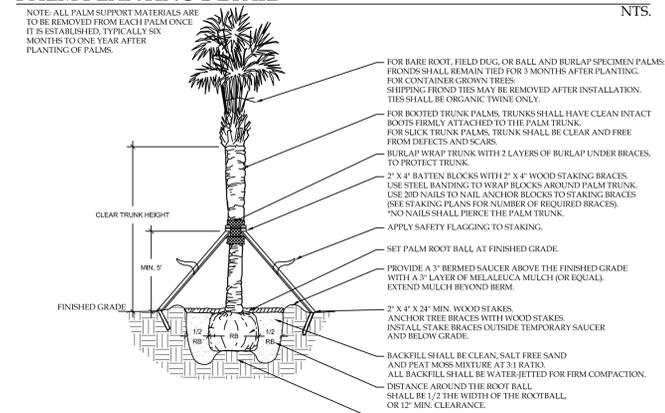
### SMALL PALM STAKING PLAN



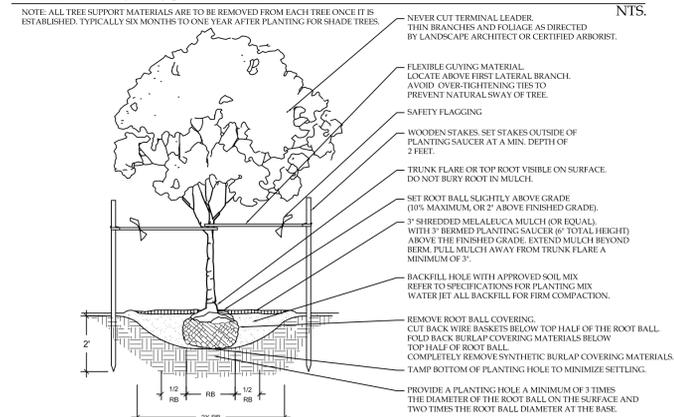
### LARGE PALM OR TREE STAKING PLAN



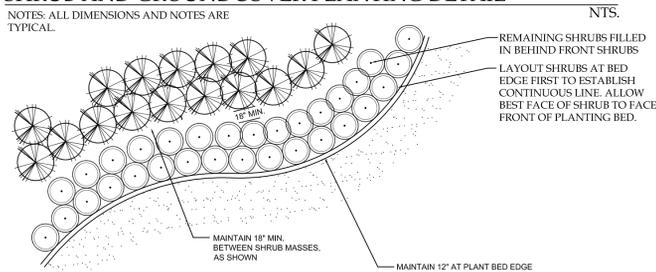
### PALM PLANTING DETAIL



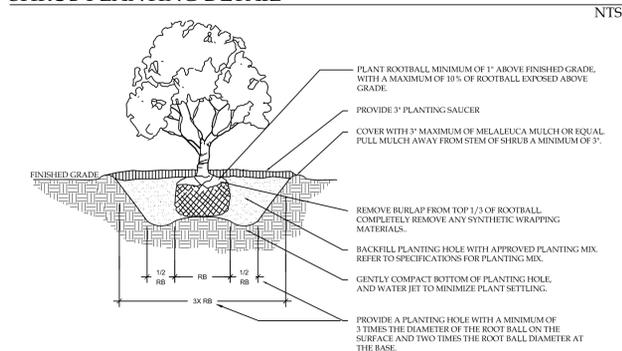
### TREE PLANTING DETAIL



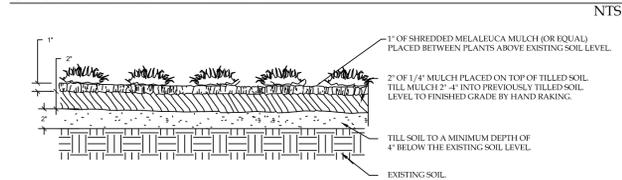
### SHRUB AND GROUND COVER PLANTING DETAIL



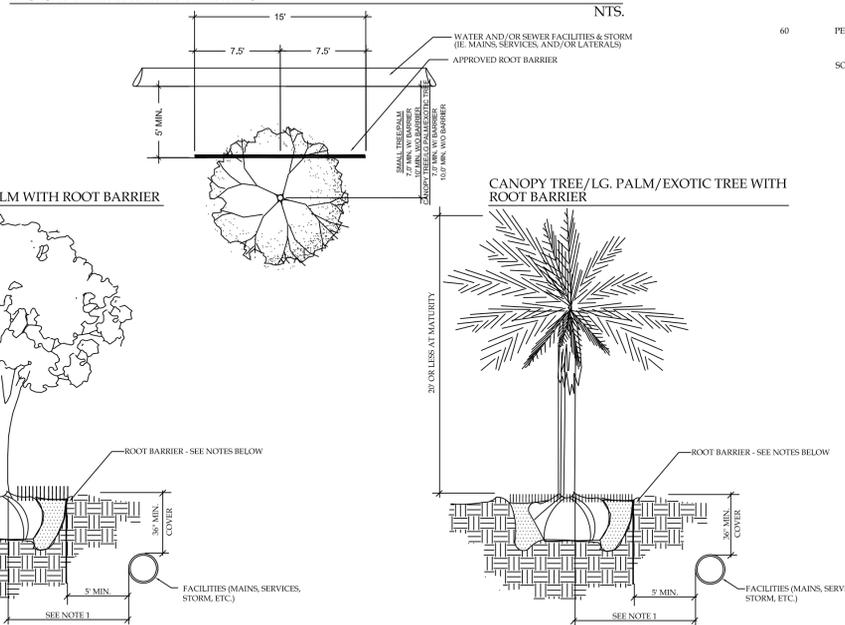
### SHRUB PLANTING DETAIL



### GROUND COVER DETAIL



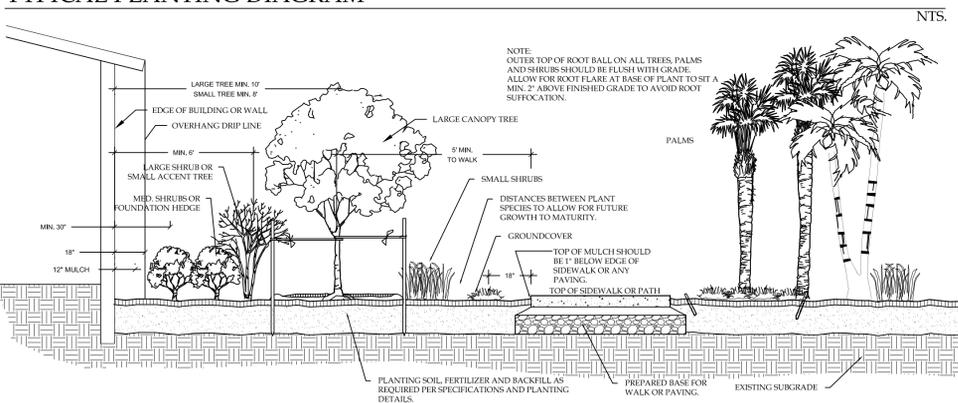
### ROOT BARRIER DETAILS



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)  
 1. THIS DISTANCE SHALL BE 7\"/>

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)  
 1. THIS DISTANCE SHALL BE 10\"/>

### TYPICAL PLANTING DIAGRAM



### LANDSCAPE SCHEDULE

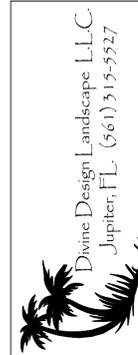
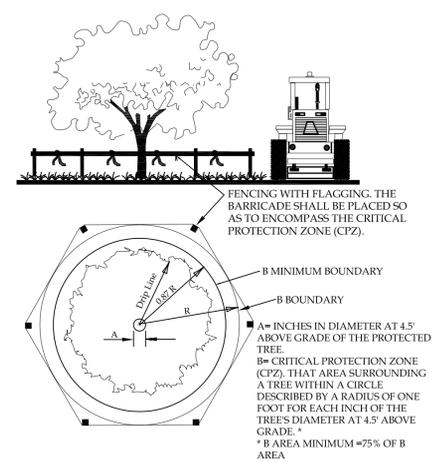
NATIVE	QTY	CODE	BOTANICAL NAME	COMMON NAME	SIZE & REMARK
<b>TREES</b>					
*	33	BS	Bursera simaruba	Gumbo Limbo	12 HT x 5 Spr., 2\"/>
*	31	CD	Coccoloba diversifolia	Pigeon Plum	12 HT x 5 Spr., 2\"/>
*	27	ED	Elaeocarpus decipiens	Japanese Blueberry	12 HT x 5 Spr., 2\"/>
*	60	IC	Ilex cassine	Dahoon Holly	12 HT x 5 Spr., 2\"/>
*	10	JT	Jatropha integririma	Jatropha	6-7 OAH, Standard
*	51	LJ	Lagerstroemia indica "Tuscarora"	Crape Myrtle	12 HT x 5 Spr., 2\"/>
*	28	LI	Ligustrum japonicum	Wax Privet	6 HT x 6 Spr., multi-trunk, 3.5\"/>
*	5	PE	Pinus eliottii "Densa"	South Florida Slash Pine	12 HT x 5 Spr., 2\"/>
*	20	PI	Pinus eliottii "Densa"	South Florida Slash Pine	see plan for OAH, (8\"/>
*	147	QV	Quercus virginiana	Live Oak	12 HT x 5 Spr., 2\"/>
*	72	PS	Psychosperma elegans	Solitaire Palm	10 CT., matching
*	21	RE	Roystonea elata	Royal Palm	12 GW, matching
*	89	SP	Sabal palmetto	Cabbage Palm	see plan for CHTL, slick trunks
<b>ACCENTS</b>					
*	4	CRI	Crinum augustum "Queen Emma"	Queen Emma Crinum	36\"/>
<b>SHRUBS</b>					
*	4	CON	Conocarpus erectus	Green Buttonwood	#15, 5 OAH, full
*	37	CE	Conocarpus erectus	Green Buttonwood	6 x 6, full
*	1960	CHR	Chrysobalanus icaco "Red Tip"	Red Tip Coco Plum	30x18\", 24\"/>
*	234	CHI	Chrysobalanus icaco	Coco Plum	#3, 24\"/>
*	2785	CLU	Clusia guttata	Small Leaf Clusia	#7, 30\"/>
*	179	FIC	Ficus microcarpa "Green Island"	Green Island Ficus	#3, 14\"/>
*	47	HYM	Hymenocallis latifolia	Spider Lily	#3, 24\"/>
*	136	IVN	Ilex vomitoria "Stokes Dwarf"	Dwarf Yaupon Holly	#3, 14\"/>
*	33	MC	Myrica cerifera	Wax Myrtle	6\"/>
*	212	MUH	Muhlenbergia capillaris	Pink Muhly Grass	#3, 24\"/>
*	62	SCH	Schefflera arboricola	Arboricola	#3, 24\"/>
*	84	SCT	Schefflera arboricola "Trinette"	Trinette	#3, 24\"/>
*	285	TRI	Tripsacum floridanum	Dwarf Gamma Grass	#3, 24\"/>
*	38	THY	Thyallis	Thyallis	#3, 24\"/>
<b>GROUND COVER</b>					
*	60	PEN	Pentas lanceolata "Graftin"	Lavender & Lipstick Pentas	#1, 8\"/>
SOD *A			Stenotaphrum secundatum	St. Augustine "Floritan"	Solid Sod, Sq. Ft. to be determined by land contractor

### LANDSCAPE NOTES:

- STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, UTILITIES OR ROADWAYS.
- TREE REMOVAL/RELOCATION PERMIT IS REQUIRED PRIOR TO REMOVING OR RELOCATING TREES.
- CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLANS. PERMITS THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT (LA) SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
- ANY TREES THAT CONFLICT WITH LIGHT POLE LOCATIONS ARE TO BE ADJUSTED OR UTILIZED ELSEWHERE. LA TO BE CONTACTED WHEN SCENARIO FIRST OCCURS.
- ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30\"/>

### TREE PROTECTION DETAIL

- NOTES:  
 -ALL DIMENSIONS AND NOTES ARE TYPICAL.  
 -THIS DETAIL APPLIES TO ALL TREES THAT ARE TO BE PRESERVED IN PLACE OR RELOCATED



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PRESTON SQUARE  
 PULTE GROUP  
 CITY OF PALM SPRINGS, FLORIDA

LANDSCAPE DETAILS  
 SCALE: NTS  
 CHECKED BY: W.E.D./R.M.B.  
 DRAWN BY: W.E.D.  
 DATE: 06.24.16  
 FILE: FLP.1  
 SHEET  
**LP.8**  
 8 OF 8 SHEETS

BY	REVISIONS	DATE
WED	REVISED AS PER VPS REVIEW COMMENTS	8/31/16
WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16

NOTE: NO SOD TO BE INSTALLED AGAINST SIDES OF BUILDINGS. 12 INCHES OF MULCH TO BE INSTALLED AROUND PERIMETER.

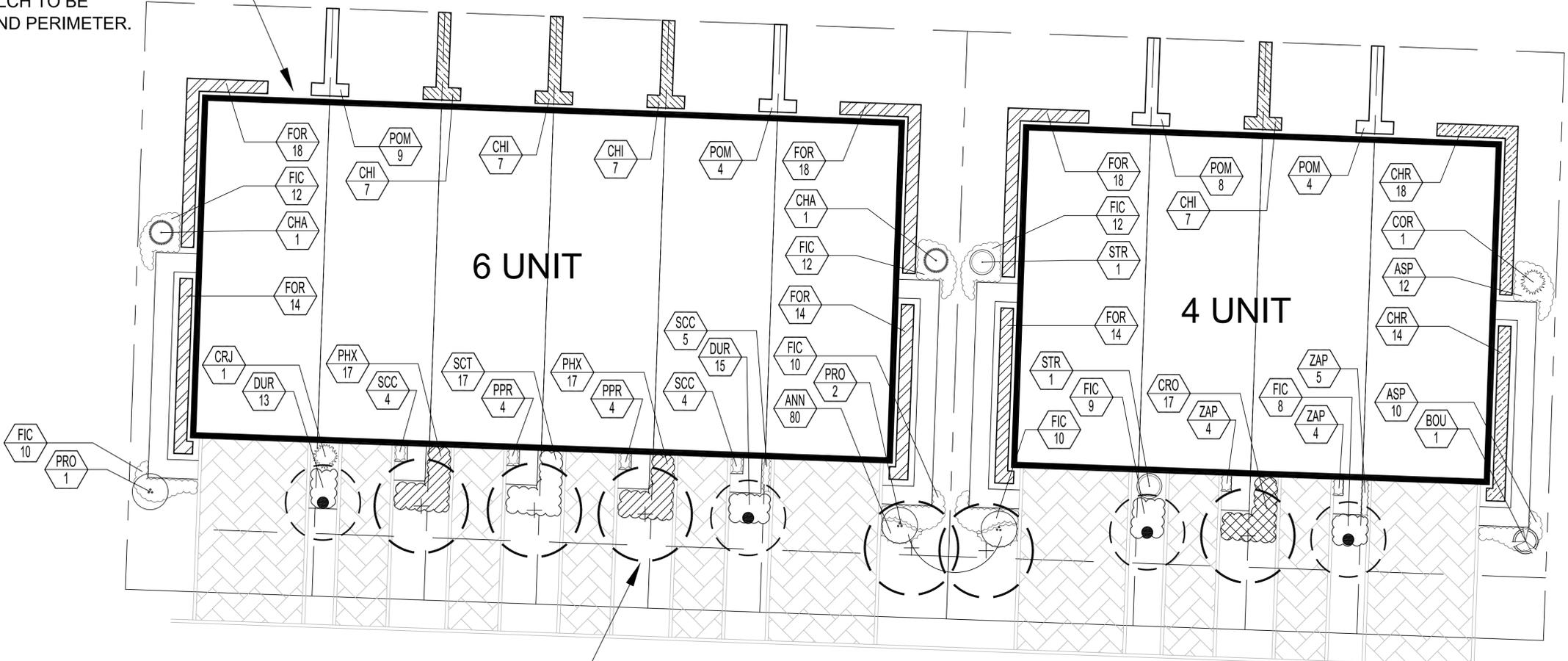
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PRESTON SQUARE  
PULTE GROUP  
CITY OF PALM SPRINGS, FLORIDA

TYPICAL UNIT  
LANDSCAPE PLAN

SCALE: 1"=10'  
CHECKED BY: W.E.D./R.M.B.  
DRAWN BY: W.E.D.  
DATE: 06.24.16  
FILE: CSP.1  
SHEET  
**LP.7**  
7 OF 8 SHEETS



LANDSCAPE SCHEDULE - 6 UNIT (14 TOTAL)

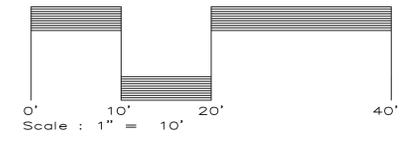
NATIVE QTY	CODE	BOTANICAL NAME	COMMON NAME	SIZE & REMARK
<u>ACCENTS</u>				
2	CHA	Chaenodorea cataractarum	Cat Palm	36' x 36', full
1	CRI	Crinum jagus	St. Christopher Lily	36' x 36', full
2	PRO	Phoenix roebelenii	Pygmy Date Palm	#7, 3'-4' Ht. triple, full
<u>SHRUBS</u>				
21	CHI	Chrysobalanus icaco	Coco Plum	#3, 24" x 18", 24" OC.
28	DUR	Duranta erecta "Gold Mound"	Gold Mound	#3, 14" x 14", 18" OC.
44	FIC	Ficus microcarpa "Green Island"	Green Island Ficus	#3, 14" x 14", 24" OC.
64	FOR	Forstiera segregata	Florida Privet	#3, 24" x 18", 24" OC.
34	PHX	Philodendron "Xanadu"	Xanadu	#3, 14" x 14", 24" OC.
12	POM	Podocarpus macrophyllus "Maki"	Podocarpus	#3, 24" x 18", 24" OC.
8	PPR	Podocarpus macrophyllus "Pringles"	Dwarf Podocarpus	#3, 18" x 18", 24" OC.
17	SCC	Schefflera arboricola "Compacta"	Mini Arboricola	#3, 14" x 14", 18" OC.
17	SCT	Schefflera arboricola "Trinette"	Trinette	#3, 24" x 24", 24" OC.
<u>GROUNDCOVERS</u>				
40	ANN	Annuals	Annuals by season	4' pots, full
	SOD "A"	Stenotaphrum secundatum	St. Augustine "Floritan"	Solid Sod, Sq. Ft. to be determined by land contractor

LANDSCAPE SCHEDULE - 4 UNIT (20 TOTAL)

NATIVE QTY	CODE	BOTANICAL NAME	COMMON NAME	SIZE & REMARK
<u>ACCENTS</u>				
1	BOU	Bougainvillea "Helen Johnson"	Bougainvillea	#7, 4' Ht., tree form
1	COR	Cordyline frutescens "Red Sister"	Ti Plant	#7, 3'-4' Ht., full
1	PRO	Phoenix roebelenii	Pygmy Date Palm	#7, 3'-4' Ht. triple, full
2	STR	Strelitzia reginae	Bird of Paradise	#7, 24" x 24", 3'PPP, full
<u>SHRUBS</u>				
22	ASP	Asparagus densiflorus "Meyersii"	Foxtail Fern	#3, 14" x 14", 18" OC.
7	CHI	Chrysobalanus icaco	Coco Plum	#3, 24" x 18", 24" OC.
32	CHR	Chrysobalanus icaco "Red Tip"	Red Tip Coco Plum	36" x 18", 24" OC.
28	CRO	Codiaeum variegatum "Dreadlocks"	Dreadlocks Croton	#3, 18" x 18", 24" OC.
40	FIC	Ficus microcarpa "Green Island"	Green Island Ficus	#3, 14" x 14", 24" OC.
32	FOR	Forstiera segregata	Florida Privet	#3, 24" x 18", 24" OC.
12	POM	Podocarpus macrophyllus "Maki"	Podocarpus	#3, 24" x 18", 24" OC.
<u>GROUNDCOVERS</u>				
40	ANN	Annuals	Annuals by season	4' pots, full
13	ZAP	Zamia floridana	Coontie	#1, 12" x 14" spr., 18" OC.
	SOD "A"	Stenotaphrum secundatum	St. Augustine "Floritan"	Solid Sod, Sq. Ft. to be determined by land contractor

NOTE: PROPOSED LANDSCAPING FOR TYPICAL UNITS TO BE ADJUSTED ACCORDINGLY TO ACCOMMODATE FIELD ELEMENTS, UTILITIES, ETC.

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WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16

Divine Design Landscape L.L.C.  
Jupiter, FL (561) 515-5527

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PULTE GROUP  
CITY OF PALM SPRINGS, FLORIDA

LANDSCAPE PLAN

SCALE: 1"=20'  
CHECKED BY: W.E.D./R.M.B.  
DRAWN BY: W.E.D.  
DATE: 06.24.16  
FILE: CSP.1  
SHEET  
**LP.6**  
6 OF 8 SHEETS



RESIDENTIAL UNINCORPORATED PBC  
Z: RS  
LU: INST

MATCHLINE "G" SHT. LP.4

QV 8  
CLU 332  
CLU 337

QV 7

CD 1

IC 19

10' BUFFER  
6' FENCE

10' SLOPE

WATER SURFACE AREA  
.82 AC.

FITNESS ST. #8

FITNESS ST. #7

5' BUFFER  
6' FENCE

20' L.M.E.

10' BUFFER  
6' FENCE

(LAKE WORTH DRAINAGE DISTRICT)  
(80' RIGHT OF WAY)

EOW

EOW

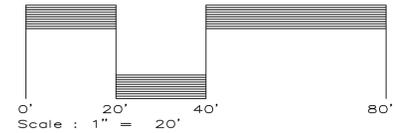
EOW

EOW

EOW

EOW

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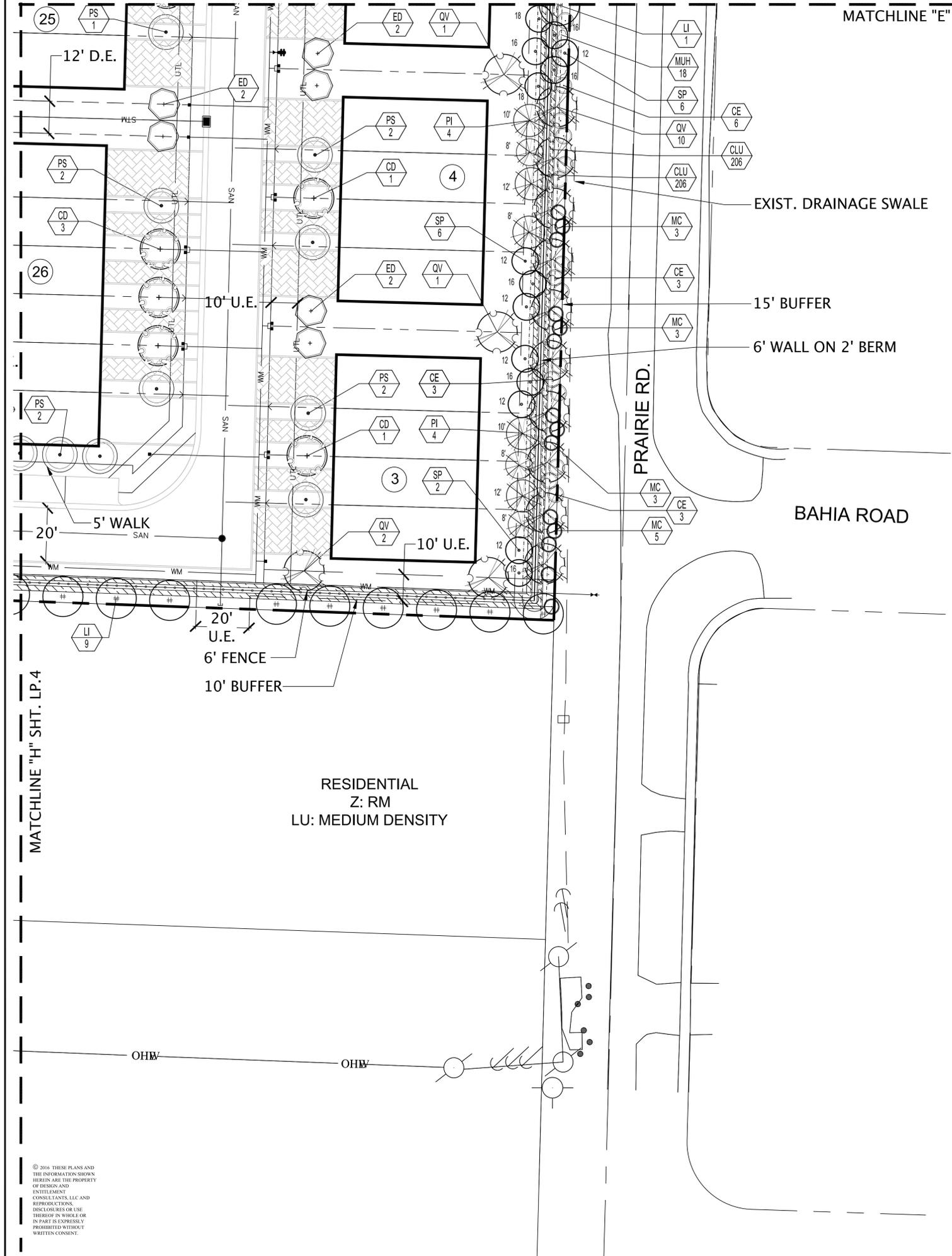


MATCHLINE "E" SHT. LP.2

25

26

MATCHLINE "H" SHT. LP.4



RESIDENTIAL  
Z: RM  
LU: MEDIUM DENSITY

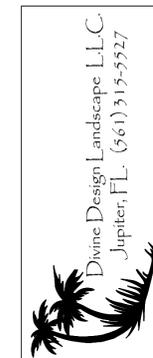
EXIST. DRAINAGE SWALE

15' BUFFER

6' WALL ON 2' BERM

PRAIRIE RD.

BAHIA ROAD



BY	REVISIONS	DATE
WED	REVISED AS PER VPS REVIEW COMMENTS	8/31/16
WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16
WED	REVISED AS PER VPS REVIEW COMMENTS	10/27/16
WED	REVISED AS PER LDB MTG/NEIGHBOR MTG.	

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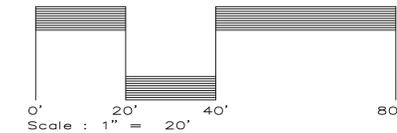
PRESTON SQUARE  
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CITY OF PALM SPRINGS, FLORIDA

LANDSCAPE PLAN

SCALE: 1"=20'  
CHECKED BY: W.E.D./R.M.B.  
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DATE: 06.24.16  
FILE: CSP.1

SHEET  
**LP.5**  
5 OF 8 SHEETS

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WATER SURFACE AREA  
1.18 AC.

FITNESS ST. #1

MATCHLINE "A" SHT. LP.1

MATCHLINE "D" SHT. LP.2

WATER SURFACE AREA  
1.11 AC.

12' D.E.

5' U.E. (P.B. 21, PG. 50)  
TO BE  
ABANDONED

5' U.E. (P.B. 21, PG. 50)  
TO BE  
ABANDONED

SEE SHT. LP.7 FOR  
TYP. UNIT LANDSCAPE

BY	REVISIONS	DATE
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WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16
WED	REVISED AS PER P/Z & CITY MGR MFG	10/27/16

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LANDSCAPE PLAN

SCALE: 1"=20'

CHECKED BY: W.E.D./R.M.B.

DRAWN BY: W.E.D.

DATE: 06.24.16

FILE: CSP.1

SHEET

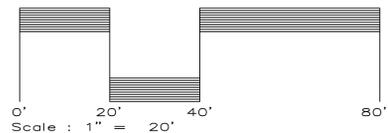
LP.4

4 OF 8 SHEETS

MATCHLINE "F" SHT. LP.3

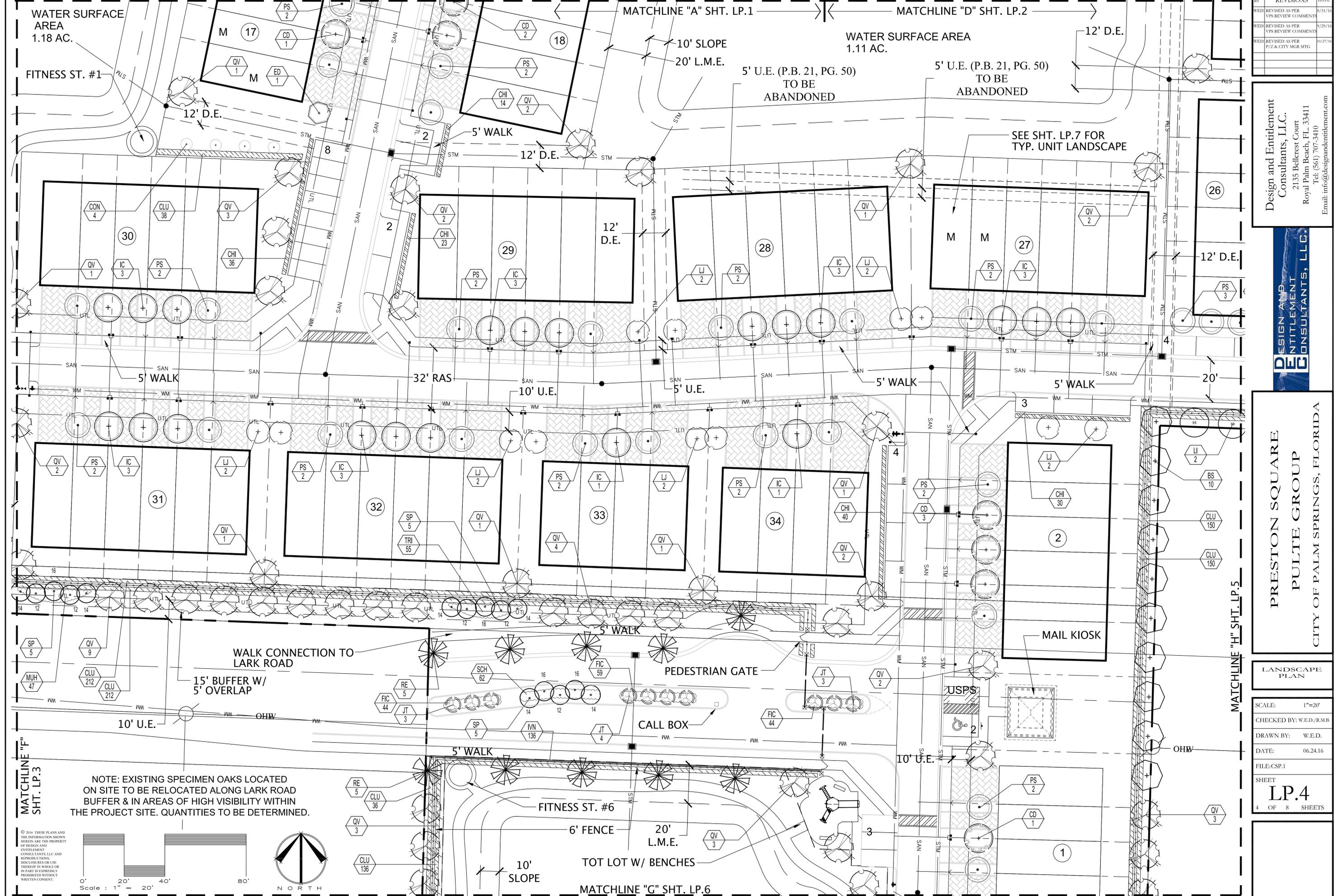
NOTE: EXISTING SPECIMEN OAKS LOCATED ON SITE TO BE RELOCATED ALONG LARK ROAD BUFFER & IN AREAS OF HIGH VISIBILITY WITHIN THE PROJECT SITE. QUANTITIES TO BE DETERMINED.

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MATCHLINE "H" SHT. LP.5

MATCHLINE "G" SHT. LP.6



BY	REVISIONS	DATE
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WED	REVISED AS PER V/S REVIEW COMMENTS	9/29/16
WED	REVISED AS PER P/Z & CITY MGR MTG	10/27/16

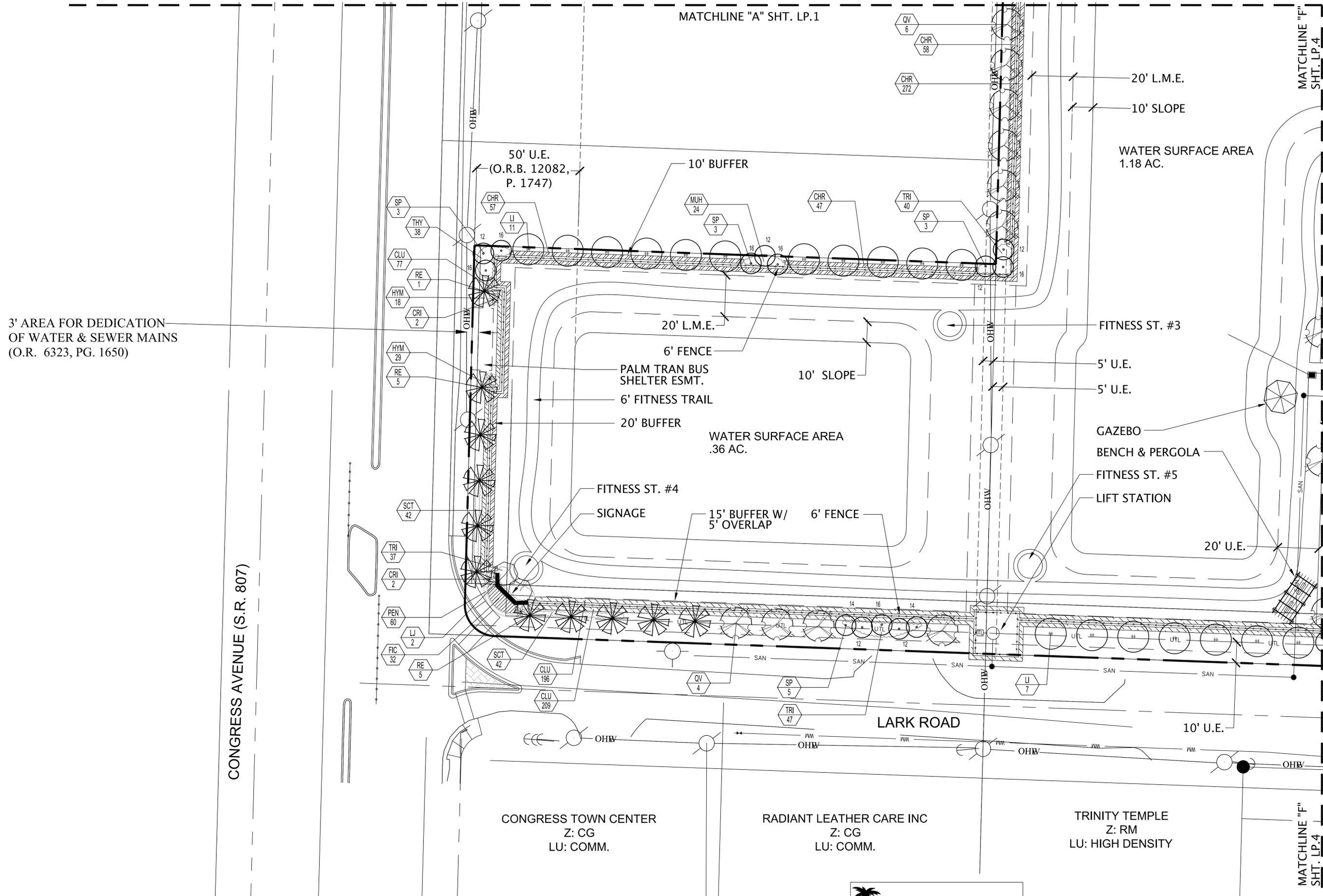
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 Royal Palm Beach, FL. 33411  
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PRESTON SQUARE  
 PULTE GROUP  
 CITY OF PALM SPRINGS, FLORIDA

LANDSCAPE PLAN

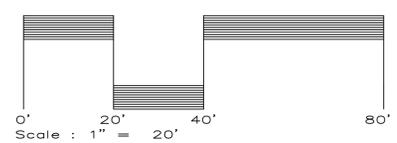
SCALE:	1"=20'
CHECKED BY:	W.E.D./R.M.B.
DRAWN BY:	W.E.D.
DATE:	06.24.16
FILE:	CSP.1
SHEET	LP.3
	3 OF 8 SHEETS



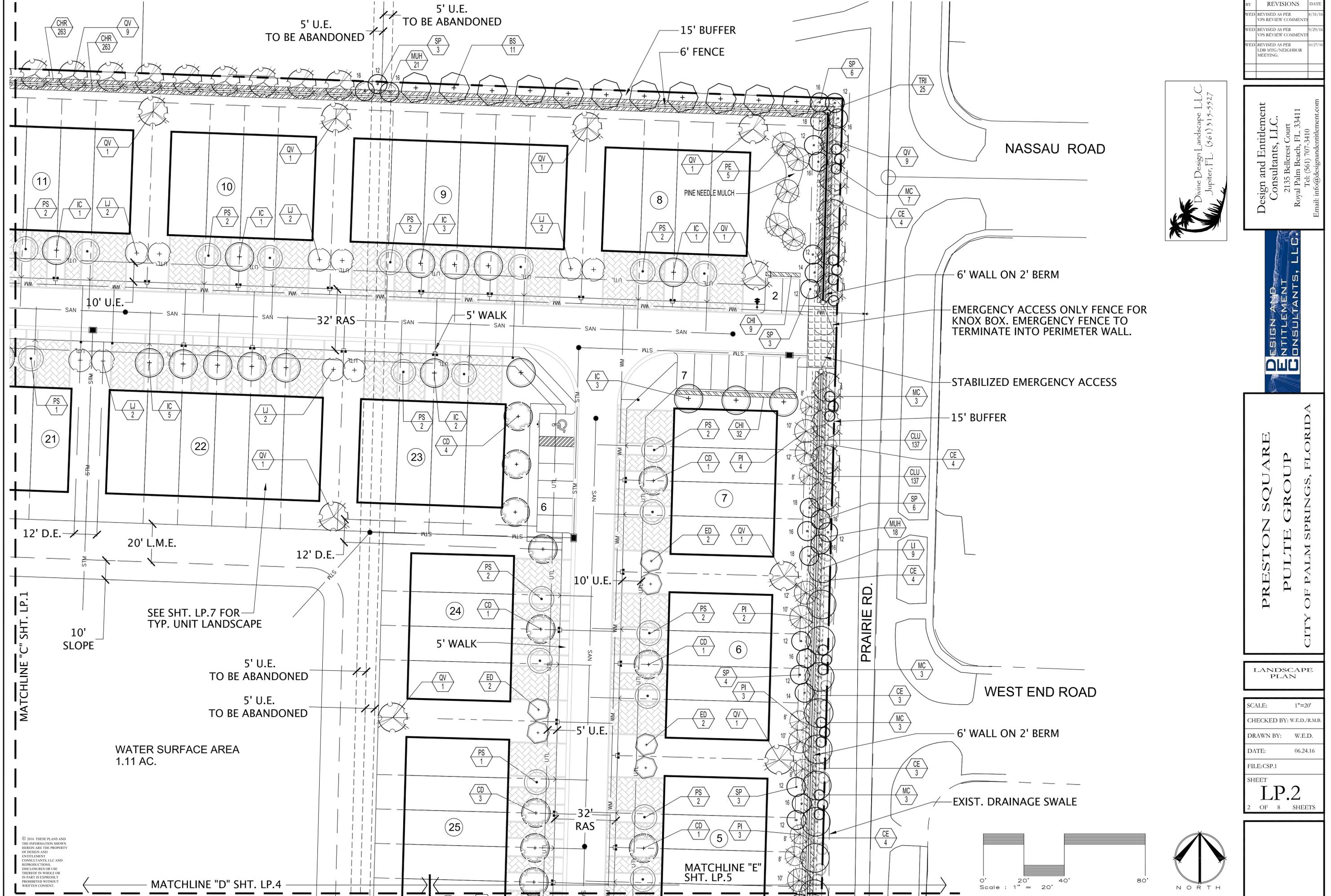
3' AREA FOR DEDICATION OF WATER & SEWER MAINS (O.R. 6323, PG. 1650)

CONGRESS AVENUE (S.R. 807)

NOTE: EXISTING SPECIMEN OAKS LOCATED ON SITE TO BE RELOCATED ALONG LARK ROAD BUFFER & IN AREAS OF HIGH VISIBILITY WITHIN THE PROJECT SITE. QUANTITIES TO BE DETERMINED.



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WED	REVISED AS PER VPS REVIEW COMMENTS	9/29/16
WED	REVISED AS PER LDM MTG/NEIGHBOR MEETING	10/27/16



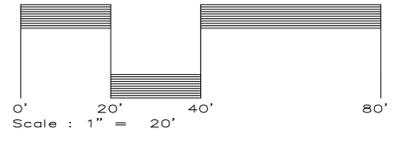
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CITY OF PALM SPRINGS, FLORIDA

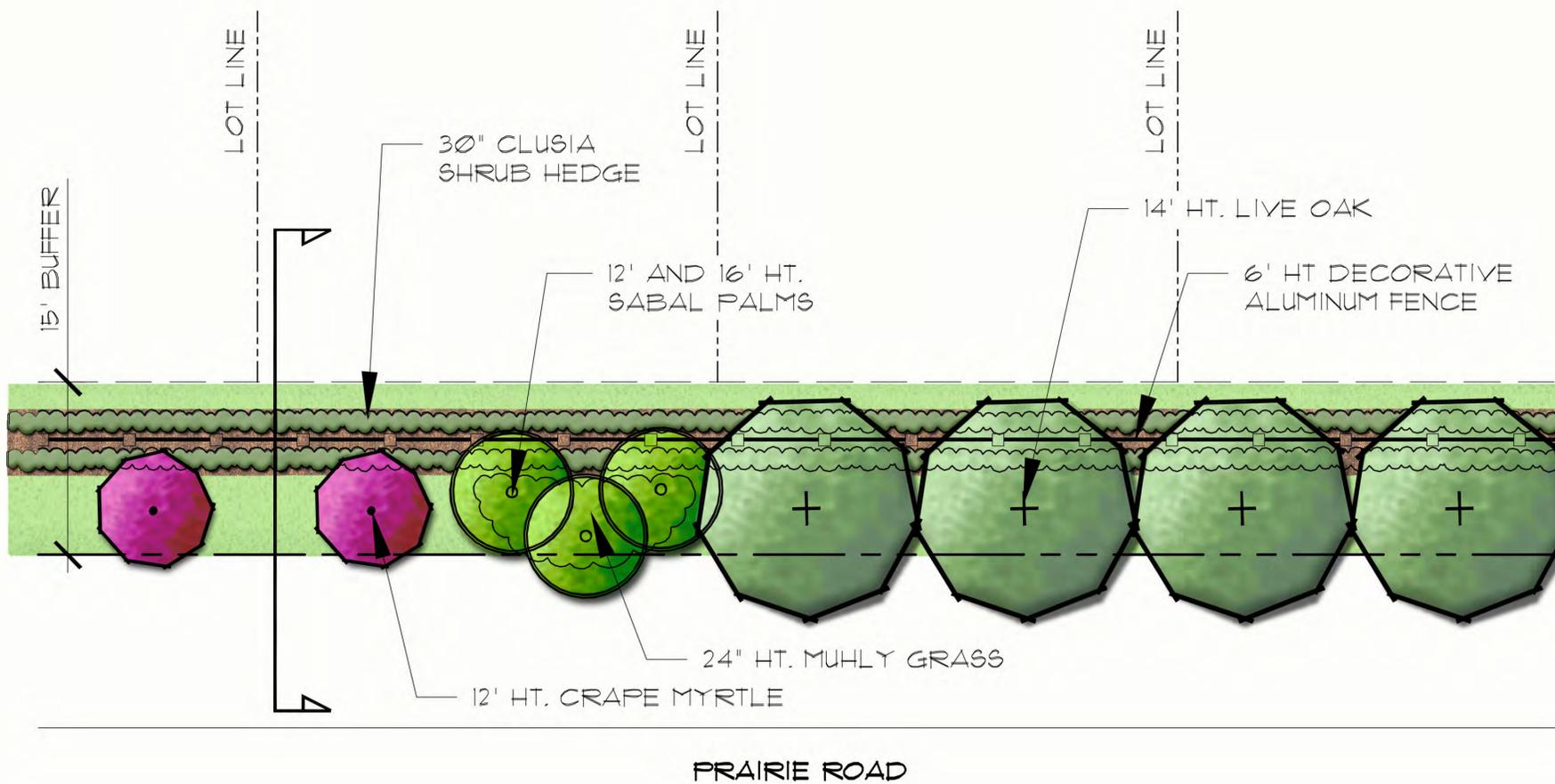
LANDSCAPE PLAN

SCALE: 1"=20'  
CHECKED BY: W.E.D./R.M.B.  
DRAWN BY: W.E.D.  
DATE: 06.24.16  
FILE: CSP.1  
SHEET  
**LP.2**  
2 OF 8 SHEETS

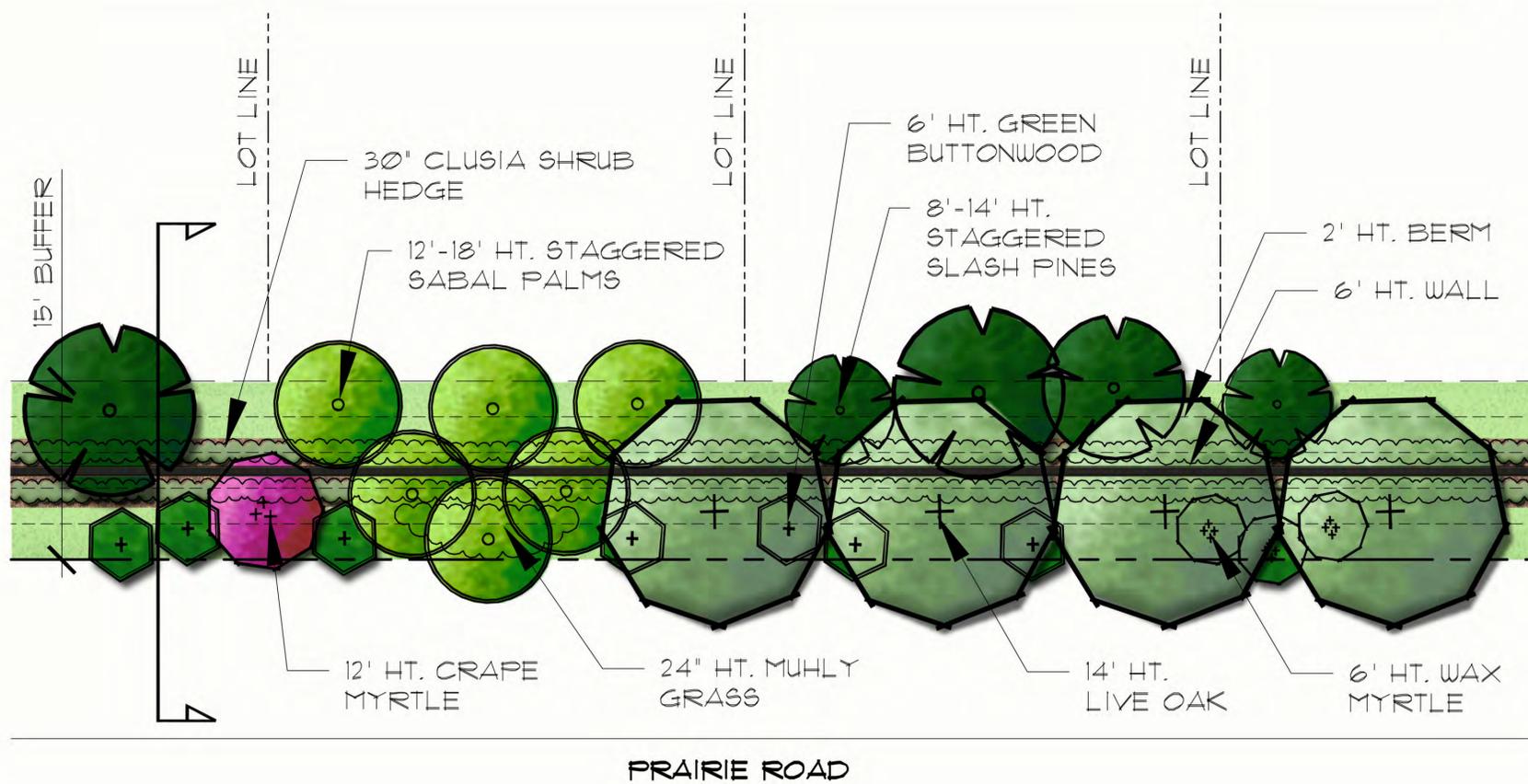


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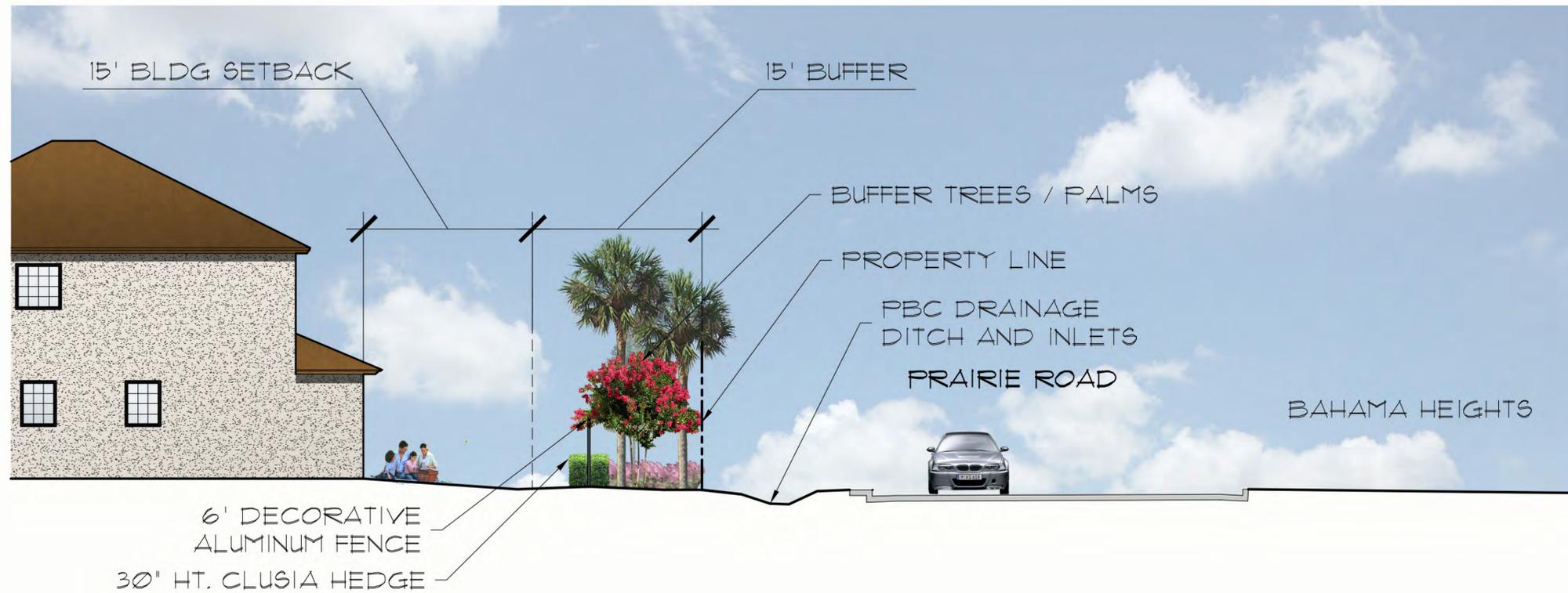
# ORIGINAL PROPOSED BUFFER



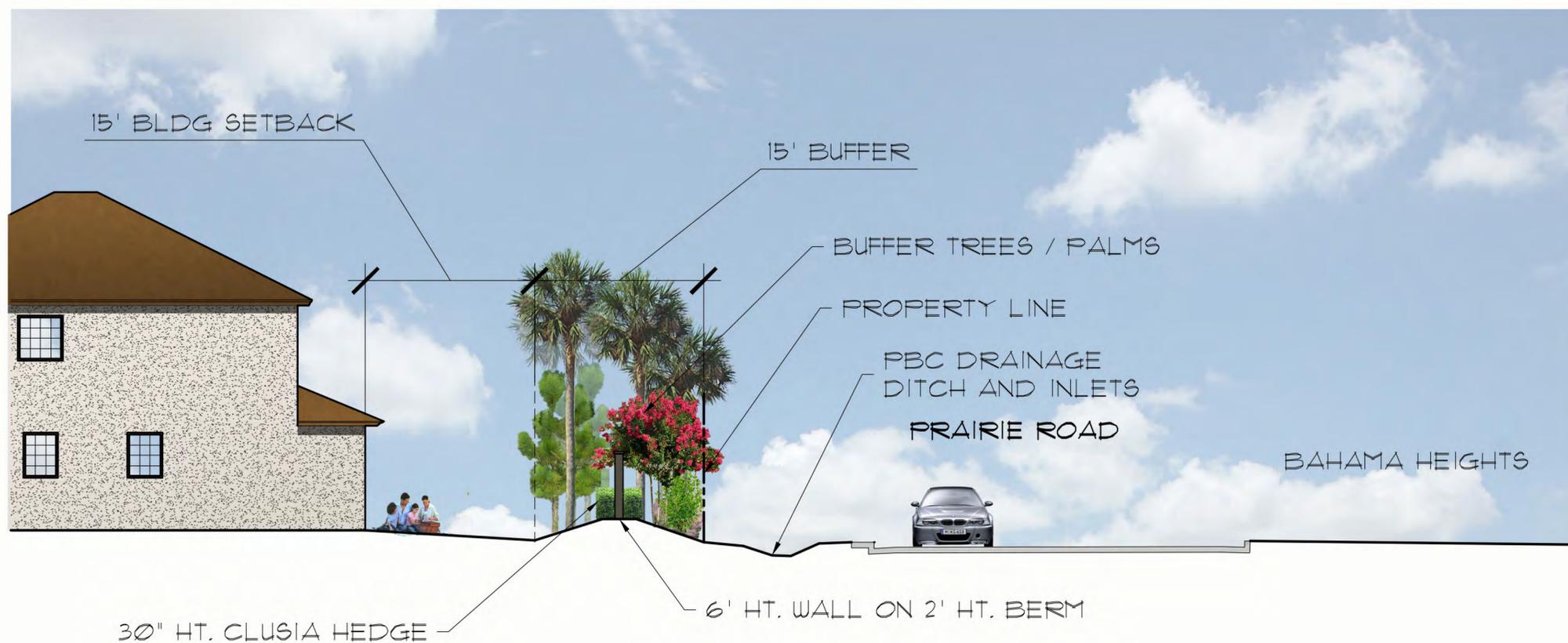
# UPGRADED PROPOSED BUFFER



# ORIGINAL PROPOSED BUFFER



# UPGRADED PROPOSED BUFFER





Planning, Site and Master Planning, Landscape Architecture, Due Diligence, Project Management  
1402 Royal Palm Beach Blvd. Suite 102 Royal Palm Beach, Fl. 33411 561-707-3410

**Project Narrative**  
**Tonset Property**  
**Major Site Plan Application**  
**June 24, 2016**  
**Revised: October 11, 2016**  
**October 27, 2016**

**Introduction and Proposed Application**

This Site Plan Application is being filed on behalf of Pulte Home Corporation (the applicant) in order to develop the Tonset Property in the Village of Palm Springs into a residential community. The development is located on the east side of Congress Avenue, approximately 2/3 of a mile south of Forest Hill Blvd. and is comprised of approximately 18.92 acres. Pulte Home Corporation is proposing a fee simple residential townhome community.

**Project History**

On September 28, 2006, the Village of Palm Springs Council approved Resolution No. 2006-66 to approve the annexation of the property into the Village of Palm Springs. On February 28, 2008, the Village Council adopted Ordinance No. 2007 – 26, which approved a Comprehensive Land Use Amendment for a series of properties annexed into Palm Springs. The Tonset property was included within the property list. The Land Use designation was subsequently changed from an original use of Commercial and Low Density Residential (PBC) and a Low Density Residential (Palm Springs) to the Village of Palm Springs Future Land Use High Density Residential. Additionally, on December 11<sup>th</sup>, 2008 Ordinance 8 – 26 was approved by the Village Council. This ordinance changed the original Zoning Designation of Single Family Residential (PBC – RS Zoning) and Commercial General (PBC – CG Zoning) to a Designation of Residential Multiple Family (RM) within the Village of Palm Springs.

In addition to the Land Use Amendment and Rezoning approval, the Village Council approved Resolution No. 2009-41 for Site Plan Approval on May 21, 2009. This Resolution approved the development of the site for the construction of 210 Townhomes in 19 two-story buildings, a swimming pool and terrace, playground, passive park, and two lakes. This past Site Plan Approval was extended, but the project was never constructed.

Pulte Homes is submitting a new Final Site Plan application to develop the property in accordance to the previously approved Land Use Amendment and Zoning Designation. Simultaneously with this Final Site Plan application, the applicant will be requesting waivers and certain City of Palm Springs code deviations, which is an allowable permitted use as a PUD Cluster Development within the RM Residential Multi-Family Zoning designation. In summary, Pulte will be requesting relief from certain Palm Springs Code requirements, which are discussed in detail below. A brief summary is provided in the later part of this document. The details and justifications of the request are provided within the Waiver request section of this document.

### **Surrounding Properties and Compatibility**

The surrounding properties for the proposed Tonset Property development are as follows. Adjacent to the north property line, which consists of 746.68 lineal feet of frontage, there are scattered Single-Family residential lots, with the Zoning Designation of RS. Land Use designations for these properties are Low Density Residential. In addition to these various residential lots the Small World Preschool is to the north of the Tonset Property. This property has a Zoning Designation of CG, along with a Land Use Designation of Commercial. See table below for breakdown.

Prairie Road runs along the majority of the east side of the Tonset property for a distance of 645 lineal feet. To the East of Prairie Road there exists Single-Family residential lots. These residential lots are within Unincorporated Palm Beach County and have Palm Beach County Zoning Designation of RS, along with a Palm Beach County Land Use Designation of MR-5. Additionally, there is approximately 407 lineal feet along the southeast property line where there exists a vacant piece of property along with a Single-Family residential lot at the SE corner of the property. The vacant property has Palm Springs Zoning Designation of RM, along with a Palm Springs Land Use Designation of Medium Density. The residential lot that is further south is located within unincorporated Palm Beach County and has a Palm Beach County Zoning Designation of RS, along with a Palm Beach County Land Use Destination of Institutional.

The total lineal footage of the southern property line of the Tonset property is approximately 995 lineal feet. The western portion of the southern property line, starting at the SW corner of the property at Congress Avenue, runs adjacent to Lark Road for an approximate distance of 616 lineal feet. To the south of Lark Road, starting at the westernmost property, there exists a commercial property called Congress Town Center. This property has a Palm Springs Zoning Designation of CG, along with a Land Use Designation of Commercial. To the east of this property is Radiant Leather Care, Inc. This property has a Palm Springs Zoning Designation of CG, along with a Palm Springs Land Use Designation of Commercial. To the east of this property, is the Trinity Temple which also owns two parcels to the east that are vacant. The Trinity Temple Property has a Palm Springs Zoning Designation of RM, along with a Palm Springs Land Use Designation of High Density. The remaining approximate 379 lineal feet of the southern portion of the property runs adjacent to Canal No. L-9. Across the canal there exists a townhome development and a condominium development.

The total lineal footage of the western portion of the property is approximately 500 feet. The properties adjacent to the northern 313 lineal feet consist of a medical office building, Foundcare Community Care Network Inc., and a multi-story office building, Congress Park. Both properties have Palm Springs Zoning Designation of CG, along with Palm Springs Land Use Designation of Commercial. The remaining approximate 186 lineal feet of the western property line run adjacent to Congress Avenue.

A summary of zoning and land uses of surrounding properties is provided below:

<b>Adjacent property to the:</b>	<b>Land Use Designation</b>	<b>Zoning Designation</b>	<b>Existing use(s) of Property</b>	<b>Approved use(s) of Property</b>
NORTH	Low Density Residential & Commercial	RS & CG	Single-Family & Pre-School Nursery	Residential & Commercial
SOUTH	Commercial & High Density	CG & RM	Congress Town Ctr., Radiant Leather Care, Inc., Trinity Temple	Residential & Commercial
EAST	MR-5 (PBC), Medium Density, & INST (PBC)	RM, & RS (PBC)	Single-Family	Residential, Vacant
WEST	Commercial	CG	Office Condo & Comprehensive Community Care Network, Inc.	Commercial

In order to transition with the surrounding properties, perimeter landscape buffers are proposed as per the Village of Palm Springs Code of Ordinances, Section 34-162. The North, South, and West buffers contain a six foot decorative fence and landscaping and the East buffer contains a six foot concrete panel wall on a two foot berm. The East buffer treatment is proposed to provide a visual buffer for the neighborhood adjacent to Prairie Road. In providing the concrete panel wall, the Applicant is consistent with the previously approved plans and is addressing the concerns expressed by adjacent residents in the past and recently. The Applicant is also proposing an upgrade to the landscape in the East buffer that exceeds Village code requirements.

### **Development Program and Application Requirements**

This section of the narrative describes the development program that is proposed as well provides a brief summary of how the proposed Tonset Property Site Plan application conforms to the requirements of the various sections of the Village of Palm Springs Code of Ordinances. Specific details are provided below, along with the relevant land development code sections referenced. Details have been provided on the provided Detail Sheet, which provides additional information regarding conformance to the Palm Springs Code.

The applicant is proposing the development of this 18.92 acre parcel with fee-simple townhomes built with the quality and precision that makes Pulte Home Corporation one of the biggest builders in the nation. The Site Plan proposes to construct 164 dwelling units offering an opportunity for new prospective buyers in the market. Price points will be priced accordingly in order to be absorbed by young families, within the home buying market place. The townhomes will be 2-story with a proposed maximum height of 35 feet, which is relatively common for 2-story single family attached townhome product. The townhomes will be three bedroom homes and buildings will be configured in either four-unit buildings or six-unit buildings. The end units will be larger 20' wide residential units and the interior townhome units will be 18' wide residential units. The larger end units will have two car garages, while the interior units will have single car garages.

The community will be accessed by the existing Lark Road right of way, which will be a secured private access with a vehicular gate and call box for visitors. This secured access will also include a Knox Box for EMS and Police emergency access. Vehicular gates, along with fencing which will terminate into the perimeter buffer fencing will provide the private community security. No public access from Prairie Road is proposed. An emergency access from Prairie Road is proposed. This emergency access will be fenced and will have a Knox Lock which will be utilized by the City of Palm Springs EMS and Police Department only. The interior roadway is proposed to be a private, 32 - foot Residential Access Street (R.A.S.) and will be the perpetual maintenance obligation of the new homeowner's association to be formed.

The proposed cross section of the R.A.S. is in accordance with Palm Beach County's Engineering Department Standard Detail 100.1B and includes one five-foot sidewalk on one side of the road for pedestrian connectivity. This proposed 32' residential access street, along with the proposed single walkway cross section will be included as part of the waiver request, which will be addressed and expounded upon below.

This new community will have offer plenty of opportunity for outdoor activities that appeal to active, health conscious families. The proposed amenity package includes two fitness trails with fitness stations offered along the trail. These fitness stations will provide individual fitness routines and opportunities that, combined with jogging or walking, will provide a well-balanced exercise for the entire body. Additionally, the route of the trails takes one along the proposed lakes within the community, providing a scenic route while one exercises. The community amenity package also offers passive recreational opportunities to sit and relax on benches along the lakes underneath decorative pergolas. For those with young families, a tot lot is offered with views across one of the lakes. This tot lot will also contain benches for parents to relax and monitoring their young children.

The Applicant is proposing property development regulations and setbacks that are conducive to townhome developments, as allowed per Subdivision III – RM Residential Multifamily Zoning, Section 34-766 and Subdivision IX Planned Developments, Section 34-1064.e.1. A front setback of twenty-five (25') - feet is proposed, which is consistent with both referenced sections of the code. A ten (10') – side yard, which provides for twenty (20') – feet of building separation is proposed. Finally, a rear yard setback of fifteen (15') – feet is proposed.

Additionally, the Applicant is proposing property development regulations/setbacks for the construction of an optional screened lanai in the rears of the units. The lanai option is offered to prospective home buyers up to a maximum dimension of 14'-6" feet wide by 12 feet deep. The proposed lanai setbacks apply to three (3) locations within the site: 1) Residential units that abut a 10 foot buffer; 2) Residential units that abut a 15 foot buffer and; 3) Residential units that abut a lake tract. The following are the setbacks applicable for each of the three scenarios:

**A. 10 Foot Buffer Tract Setback**

- The proposed lanai shall be constructed no closer than three (3) feet from the platted rear residential lot line.
- The proposed lanai shall be constructed no closer than thirteen (13) feet from the perimeter property line to the edge of the lanai.

**B. 15 Foot Buffer Tract Setback**

- The proposed lanai shall be constructed no closer than three (3) feet from the platted rear residential lot line.
- The proposed lanai shall be constructed no closer than thirteen (18) feet from the perimeter property line to the edge of the lanai.

**C. Lake Tract Setback**

- The proposed lanai shall be constructed no closer than three (3) feet from the platted lake tract line.

Please refer to the attached Exhibit entitled “Lanai Setback Details” for depictions of the above mentioned setbacks.

Subdivision IX Planned Developments, Section 34-1064.d.3 requires that planned developments provide for 35 percent of the gross land area for open space, which would amount to approximately 6.62 acres. The applicant is proposing approximately 9.65 acres of open space exceeding the minimum required by over three (3) acres. As per Section 34-1064.d.3, 20 percent of the open space is dedicated to common amenities. The amount of private recreation area provided is 1.38 acres, which exceeds the 1.32 acre minimum. As indicated previously, this private recreation area consists of passive and active recreational opportunities that will be accessible by families within the new community.

In order to address Division 8, Off-Street Parking and Loading, Section 34-1329 of the Village’s code, sufficient parking is proposed within the residential community. The applicant is proposing fee simple attached single family townhomes. The code provides a category of multiple family dwellings, which requires 2.5 spaces per unit plus an additional 25% for guest parking spaces. Using this calculation, the required number of parking spaces is 410 spaces and 103 guest spaces for a total of 513 required spaces. The Applicant is proposing a total of 517 spaces, exceeding the minimum requirement. Please refer to the Site Data and the Table on the Site Detail Sheet (SP.2) for parking calculation breakdowns. All of the proposed twenty (20) foot end units of the townhomes will have 18’ wide driveways. This driveway width provides for two of the standard nine (9) foot wide parking spaces. The interior units will have a minimum width of 9’ for the driveway, which still meets the Village standard for parking width. Driveway depths within the townhomes will be 25’ from the roadway tract, which exceeds the minimum depth of 18.5, as required by Section 34-1328 of the code. Guest parking spaces are also proposed to serve the townhome units. The guest spaces are distributed to be as close to residential buildings as possible and distributed within all quadrants of the project. Parallel parking spaces were also utilized in order to provide additional guest spaces in a compact, efficient design pattern.

Finally, as part of this application Pulte is requesting the ability to pull permits for dry models and sales office prior to plat. The end unit of building #27 is proposed be a model/sales office and the adjacent unit will be the next model. The ability to pull model and sales office permits prior to plat assist with opening up for sales as early as possible and having a grand opening for the community to generate excitement and activity for perspective homebuyers.

## **Waiver Request Summary**

The following is a brief summary of the proposed Waiver Request from certain standard code requirements and regulations of the Village of Palm Springs Code of Ordinances that the applicant is requesting. This code waiver request is requested, as allowed by City of Palm Springs Code Section 1063.c.1. Applicable justifications are summarized below for each waiver request.

### **A. Waiver Request #1 - Proposed 32-foot Residential Access Street Cross Section**

1. **Request:** Article V, Section 34-511.c. provides for a minimum right of way width of 50' for local access roadways. The applicant is proposing a 32' wide residential access street cross section. This cross section is modeled after the 32' residential access street cross section detail from Palm Beach County standard detail #100.1B. This cross section utilizes a walkway on one side of the roadway. See attached detail as reference.

- a. **Primary Justification:** The primary justification for this proposed roadway cross section is to utilize the innovative Planning Techniques of the cluster development PUD, in order to provide for compact and efficient development for development areas. The result of such techniques, results in allocation of more areas for open space. Green building techniques provide for utilization of less impermeable surfaces in order to provide more permeable areas to recharge aquifers. Finally, this project is located within the C-51 drainage basin. This drainage basin provides for a minimum of 18% lake storage area. Compact and efficient design techniques were incorporated in order to allocate more space for open space and drainage areas.

### **2. City of Palm Springs Waiver Request Criteria Subdivision IX, Section 1063.c**

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.

1. **Justification:** The proposed request will not be injurious to surrounding properties, since the proposed project will be buffered with a significant amount of landscaping as well as a perimeter fence and wall to provide transitions to surrounding properties. In addition, the applicant is requesting a reduced right of way width and a walkway on one side of the road, which will result in less pavement and impervious areas, which utilizes the goal of Policy A.2 of the Palm Springs Comp Plan. This policy provides for encouragement of cluster developments, which utilize innovative planning techniques to not be detrimental to public health safety and welfare. In this case, utilization of Green Building practices to reduce impervious area is utilized with less pavement.

- b. The request results from innovative design in which other minimum standards are exceeded.
1. Justification: Innovative Planning Techniques of cluster developments is utilized, which results in compact and efficient development. This results in utilization of land for more open space. With a proposed reduction in pavement by not providing for additional walkway area, the minimum required 20% of open space is exceeded. Connectivity is still achieved throughout the community, with the utilization of cross walks to provide every residential home safe access to the internal walkway, which will connect to the existing public walks on Lark Road and Congress Avenue.
- c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.
1. Justification: By requesting a reduction in the right of way width, along with a walkway on one side of the road, the site will have less impervious area. The property is located within the C-51 Drainage Basin of Palm Beach County. This drainage basin, as well as the conditions of the existing South Florida Water Management District Permit #50-10248-P, require a minimum of 18% site drainage retention by proposed lakes. Compact design practices were utilized in order to allow for maximum open space area in order to achieve this retention area onsite.
- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as desiccation of rights-of-way, extension of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural building and site design techniques.
1. Justification: The waiver request to utilize a reduced right of way width, along with a walkway on one side of the road, will result in more area for open space. Focus was placed heavily on making sure that all units will have safe access to this internal walkway in order to provide pedestrian connectivity. These internal pedestrian connections which will connect to the public right of way of Lark Road, which will contain walks which will connect to the existing walkways on Congress Avenue. This site design technique of a single walkway has been utilized successfully by other Pulte communities. The applicant is proposing desirable architectural single family attached townhomes, as provided within the submitted architectural plans.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.
  - 1. Justification: The reduction in the amount of impervious area results in allocation of additional open space areas, which will be utilized for perimeter landscape buffering. This perimeter landscape buffering will provide for transitions from surrounding parcels.
  
- f. Economic issues may not be used to justify waivers
  - 1. Justification: N/A.
  
- g. The request is compatible with existing and potential land uses adjacent to the development site.
  - 1. Justification: The reduction in the amount of impervious area from a reduced right of way, which includes a sidewalk on one side, results in allocation of additional open space areas, which will be utilized for perimeter landscape buffering. This perimeter landscape buffering will provide for transitions from surrounding parcels. Many of the surrounding parcels are residential in use. In areas where there exists an incompatible use, adequate landscape buffering is provided with lush landscaping and perimeter fencing.
  
- h. Waiver request from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.
  - 1. Justification: N/A. The minimum required private recreational area is exceeded. The site design provides for internal connectivity, so that all residential homes will have safe pedestrian access to the internal recreational amenities and the proposed internal fitness trail.
  
- i. Waiver requests from maximum height limitation shall further demonstrate that the the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.
  - 1. Justification: N/A. With the proposed rear setback of 10' and the surrounding 15' perimeter landscape buffer, residential units will be setback a minimum of 25' from the property line. This setback, in addition to the perimeter landscape buffering will provide transition to surrounding properties.

On behalf of Pulte Home, Design and Entitlement Consultants, LLC. respectfully requests approval of this Final Site Plan Application to subdivide the Tonset property into a single family attached townhomes residential subdivision.

Sincerely,



Kenneth DeLaTorre  
Design and Entitlement Consultants, LLC.

CC: David Kanarek, Pulte Group  
Greg Pettibon, Pulte Group  
Tony Palumbo, Pulte Group  
Scott Backman, Dunay, Miskel, Backman LLP

**Preliminary Community Exterior Color Information Possible Options**

**Division:** South Florida  
**Community Name:** Preston Square  
**Products Offered:** Townhomes

Package	1	2	3	4	5	6	7	8	9									
<b>House Colors:</b>																		
Body Stucco Color:	SW 7547 Sandbar		SW 7624 Silvermist		SW 7565 Oyster Bar		SW 7057 Silver Strand		SW 6119 Antique White		SW 0049 Silver Gray		SW 7649 Silverplate		SW 6079 Diverse Beige		SW 7568 Neutral Ground	
Trim:	SW7551 Greek Villa		SW7636 Origami White		SW 7564 Polar Bear		SW 7056 Reserved White		SW 7566 Westhighland White		SW 7637 Oyster White		SW 7646 First Star		SW 6084 Modest White		SW 7006 Extra White	
Garage Door:	SW 7507 Stone Lion		SW7636 Origami White		SW 7536 Bittersweet Stem		SW 7058 Magnetic Gray		SW 6121 Whole Wheat		SW 7744 Zeus		SW 7017 Dorian Gray		SW 7501 Threshold Taupe		SW 7530 Barcelona Beige	
Front Door:	SW 2811 Rookwood Blue Green		SW 7622 Hamburg Gray		SW 7717 Ligonier Tan		SW 7617 Mediterranean		SW 7629 Grapy		SW 0016 Billiard Green		SW 6251 Outerspace		SW 0005 Deepest Mauve		SW 6223 Still Water	
Driveway Paver Color:	Knight Bridge		Knight Bridge		Knight Bridge		Knight Bridge		Knight Bridge		Knight Bridge		Knight Bridge		Knight Bridge		Knight Bridge	

Windows, Fascia, & Soffits	White or Bronze. Uniform color either option.
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# 18' & 20' FL TOWNHOMES

## GENERAL NOTES

THESE PLANS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF:  
FLORIDA BUILDING CODE 5TH EDITION (2014) RESIDENTIAL  
BUILDING TYPE: VB

-ALL WOOD IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.

-MINIMUM INSULATION PER SPEC AND ENERGY CALCULATIONS.

-PROTECTION FROM TERMITES: PROVIDE TERMITE PROTECTION WITH REGISTERED TERMITE PREVENTION SYSTEM IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

-REGISTERED TERMITE PREVENTION SYSTEM TO BE APPROVED SYSTEM ON FIRST FLOOR PER MANUF. INSTRUCTIONS AND BAIT SYSTEM.

R703.6.1 LATH.

ALL LATH AND LATH ATTACHMENTS SHALL BE OF CORROSION-RESISTANT MATERIALS. EXPANDED METAL OR WOVEN WIRE LATH SHALL BE ATTACHED WITH 11/2-INCH-LONG (38 MM), 11 GAGE NAILS HAVING A 7/16-INCH (11.1 MM) HEAD, OR 7/8-INCHLONG (22.2 MM), 16 GAGE STAPLES, SPACED AT NO MORE THAN 6 INCHES (152 MM), OR AS OTHERWISE APPROVED.

R703.6.2 PLASTER.

PLASTERING WITH PORTLAND CEMENT PLASTER SHALL BE NOT LESS THAN THREE COATS WHEN APPLIED OVER METAL LATH OR WIRE LATH AND SHALL BE NOT LESS THAN TWO COATS WHEN APPLIED OVER MASONRY, CONCRETE, PRESSURE-PRESERVATIVE TREATED WOOD OR DECAY-RESISTANT WOOD AS SPECIFIED IN SECTION R317.1 OR GYPSUM BACKING. IF THE PLASTER SURFACE IS COMPLETELY COVERED BY VENEER OR OTHER FACING MATERIAL OR IS COMPLETELY CONCEALED, PLASTER APPLICATION NEED BE ONLY TWO COATS, PROVIDED THE TOTAL THICKNESS IS AS SET FORTH IN TABLE R702.1(1).

ON WOOD-FRAME CONSTRUCTION WITH AN ON-GRADE FLOOR SLAB SYSTEM, EXTERIOR PLASTER SHALL BE APPLIED TO COVER, BUT NOT EXTEND BELOW, LATH, PAPER AND SCREED.

THE PROPORTION OF AGGREGATE TO CEMENTITIOUS MATERIALS SHALL BE AS SET FORTH IN TABLE R702.1(3).

R703.6.2.1 WEEP SCREEDS.

A MINIMUM 0.019-INCH (0.5 MM) (NO. 26 GALVANIZED SHEET GAGE), CORROSION-RESISTANT WEEP SCREED OR PLASTIC WEEP SCREED, WITH A MINIMUM VERTICAL ATTACHMENT FLANGE OF 3/2 INCHES (89 MM) SHALL BE PROVIDED AT OR BELOW THE FOUNDATION PLATE LINE ON EXTERIOR STUD WALLS IN ACCORDANCE WITH ASTM C 926. THE WEEP SCREED SHALL BE PLACED A MINIMUM OF 4 INCHES (102 MM) ABOVE THE EARTH OR 2 INCHES (51 MM) ABOVE PAVED AREAS AND SHALL BE OF A TYPE THAT WILL ALLOW TRAPPED WATER TO DRAIN TO THE EXTERIOR OF THE BUILDING. THE WEATHER-RESISTANT BARRIER SHALL LAP THE ATTACHMENT FLANGE. THE EXTERIOR LATH SHALL COVER AND TERMINATE ON THE ATTACHMENT FLANGE OF THE WEEP SCREED.

R703.6.3 WATER-RESISTIVE BARRIERS.

WATER-RESISTIVE BARRIERS SHALL BE INSTALLED AS REQUIRED IN SECTION R703.2 AND, WHERE APPLIED OVER WOOD-BASED SHEATHING, SHALL INCLUDE A WATER-RESISTIVE VAPOR-PERMEABLE BARRIER WITH A PERFORMANCE AT LEAST EQUIVALENT TO TWO LAYERS OF GRADE D PAPER. THE INDIVIDUAL LAYERS SHALL BE INSTALLED INDEPENDENTLY SUCH THAT EACH LAYER PROVIDES A SEPARATE CONTINUOUS PLANE AND ANY FLASHING (INSTALLED IN ACCORDANCE WITH SECTION R703.8) INTENDED TO DRAIN TO THE WATER-RESISTIVE BARRIER IS DIRECTED BETWEEN THE LAYERS.

R905.2.7 UNDERLAYMENT APPLICATION.

THE ENTIRE ROOF DECK SHALL BE COVERED WITH AN APPROVED SELF-ADHERING POLYMER MODIFIED BITUMEN SHEET MEETING ASTM D 1970 OR AN APPROVED SELF-ADHERING SYNTHETIC UNDERLAYMENT INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

## AREA CALCULATION (SQ. FT.)

20' END UNIT	WIDTH	DEPTH	LIVING AREA			NON-LIVING AREA				TOTAL AREA U.R.
			1ST FLOOR	2ND FLOOR	TOTAL A/C SPACE	GARAGE	COVERED ENTRY PORCH	COVERED LANAI	UNCONDITIONED STORAGE	
BASE HOUSE	20'-0"	54'-0"	659	1026	1685	400	21	0	0	2106
TOTALS										

## AREA CALCULATION (SQ. FT.)

18' INTERIOR UNIT	WIDTH	DEPTH	LIVING AREA			NON-LIVING AREA				TOTAL AREA U.R.
			1ST FLOOR	2ND FLOOR	TOTAL A/C SPACE	GARAGE	COVERED ENTRY PORCH	COVERED LANAI	UNCONDITIONED STORAGE	
BASE HOUSE	18'-0"	54'-0"	706	943	1649	226	12	0	0	1887
TOTALS										

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**FLORIDA ZONE**  
24311 Walden Center Dr., Suite 300  
Bonita Springs, Florida 34134 (239) 495-4800



INDEX, HOUSE DATA, GEN. NOTES

PRODUCTION MANAGER	
CONTROL DATE:	9/28/16
REV #	DATE / DESCRIPTION

PROJECT TYPE  
**SF ATTACHED**

COMMUNITY NAME  
LAWSON COMMUNITY ID

GARAGE HANDING  
-

VERSION NUMBER  
**1.0**

PLAN NAME / NPC  
**NAVARRE 2498.502**

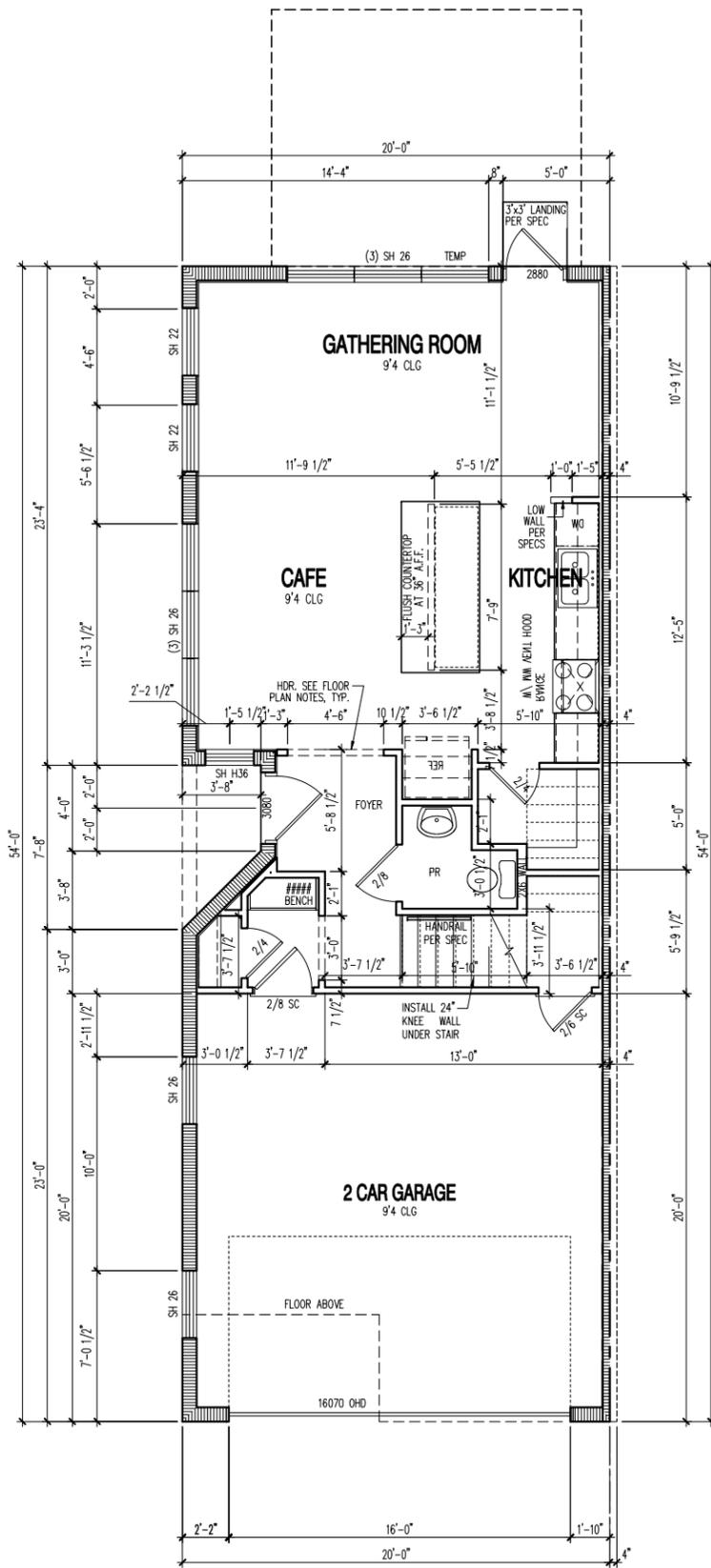
**GRAYTON 2567.520**

LAWSON PLAN ID

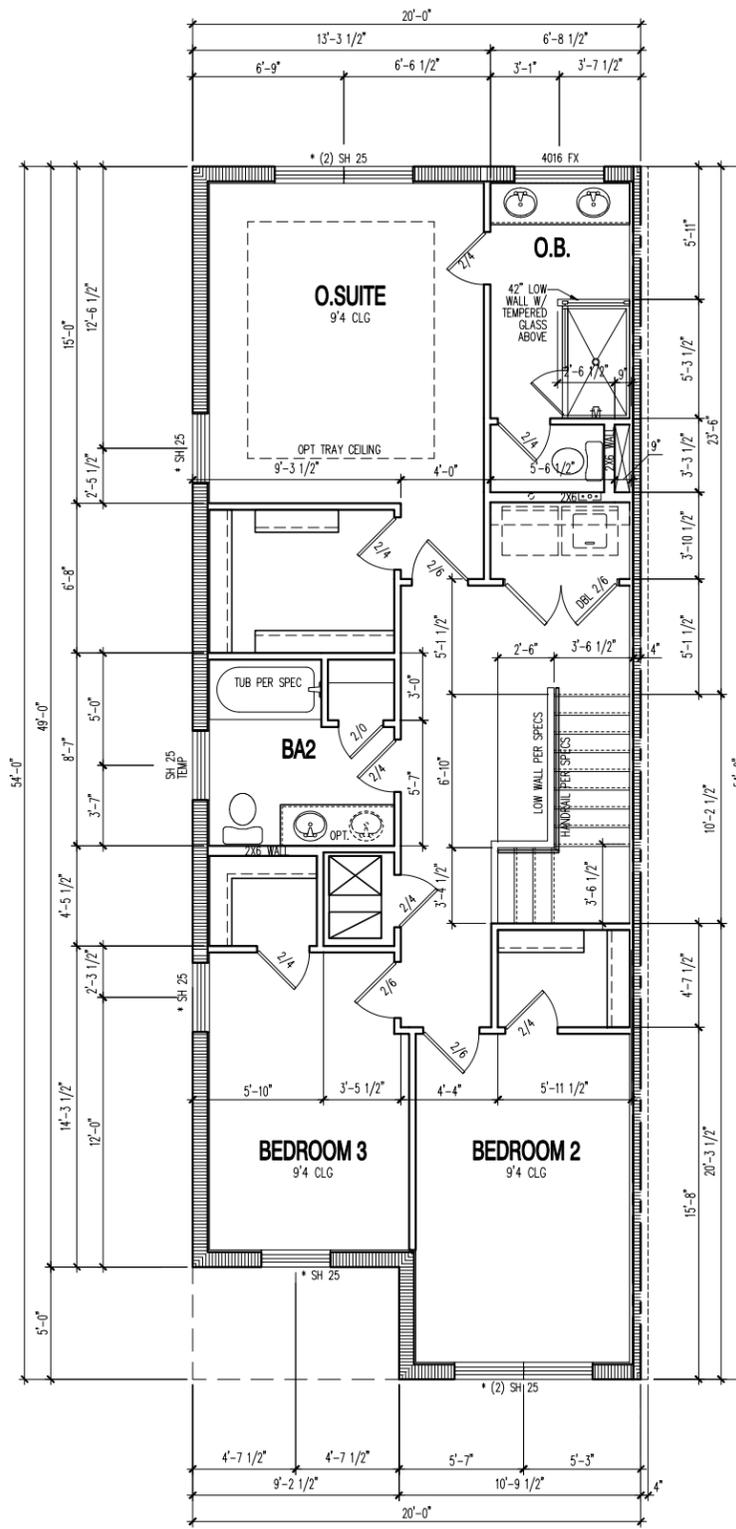
LEGACY PLAN NUMBER / NAME

SHEET  
**G1.1**

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



**GRAYTON - 1ST FLOOR**  
SCALE: 1/4"=1'-0"



**GRAYTON - 2ND FLOOR**  
SCALE: 1/4"=1'-0"

**LEGEND SYMBOLS**

- MASONRY - CONC. BLOCK OR BRICK WALL
- 2X FRAME WALL PER PLAN
- ELEVATION INDICATOR - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR DATUM = 0'-0"
- DENOTES EMERGENCY ESCAPE & RESCUE OPENING

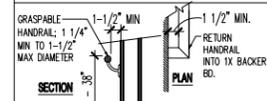
**NOTES:**

- 1-FIELD SHALL VERIFY ALL MASONRY OPNGS.
- 2-2ND FLOOR WINDOWS; ANY OPERABLE WINDOW THAT IS MORE THAN 72" ABOVE GRADE MUST COMPLY WITH R612.2 - MIN. 24" SILL HEIGHT.
- 3-THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC AREA BY NOT LESS THAN 1/2" GYPSUM BOARD APPLIED TO THE GARAGE SIDE, AS PER F.B.C. 302.6 AND IT SHOULD BE SEPARATED FROM ALL HABITABLE ROOMS ABOVE THE GARAGE NOT LESS THAN 1" TYPE "X" GYP. BOARD OR EQUIVALENT. ALL WALLS AND CEILINGS WHICH ARE ADJACENT TO AIR CONDITIONED SPACE SHALL BE INSULATED PER ENERGY CALCULATIONS.
- 4-INSTALL DRAFTSTOPPING IN FLOOR SYSTEM PER FBC R302.12. DRAFTSTOPS SHALL BE INSTALLED SO THAT THE AREA OF THE CONCEALED SPACE DOES NOT EXCEED 1,000 SQUARE FEET AND SHALL DIVIDE THE AREA IN APPROXIMATELY EQUAL AREAS.
- 5-SHOWER ENCLOSURES ARE REQUIRED TO BE TEMPERED PER FBC R308.4.5
- 6-ALL GUARDRAILS TO BE MIN. 36" AFF W/MAXIMUM SPINDLE SPACING OF 4" PER FBC R312.
- 7-FRAME WALLS: 2x6 W/ TOP PLATE @ 9'+ HIGH OR 2x4 W/ TOP PLATE @ 8' HIGH
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- 9- PROVIDE MIN. 1/2" GYP. BOARD ON BOTTOM SIDE OF STAIRS PER FBC R302.7
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- 11- WHERE SOFFITS ARE LESS THAN 5'-0" FROM PROPERTY LINE THE SOFFIT CONSTRUCTION SHALL HAVE A 1-HOUR FIRE RATING PER R302.1. APPLY 2 LAYERS OF 5/8" GYP. BD. TO BOTTOM SIDE OF SOFFIT TO ACHIEVE THIS RATING OR APPROVED EQUAL.

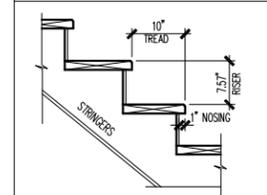
**STAIR CALCS.**

FLOOR TO FLOOR HT.	10'-8"
RISERS	17 @ 7.5"
TREAD	16 @ 10"
NOSING	1"

**HANDRAIL**



**STAIR DIAGRAM**



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24311 Walden Center Dr., Suite 300  
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**BASE FLOOR PLANS**

PRODUCTION MANAGER

CONTROL DATE: 9/28/16

REV #	DATE / DESCRIPTION

PROJECT TYPE: **SF ATTACHED**

COMMUNITY NAME: \_\_\_\_\_

LAWSON COMMUNITY ID: \_\_\_\_\_

GARAGE HANDING: \_\_\_\_\_

VERSION NUMBER: **1.0**

PLAN NAME / NPC: **NAVARRE 2498.502**

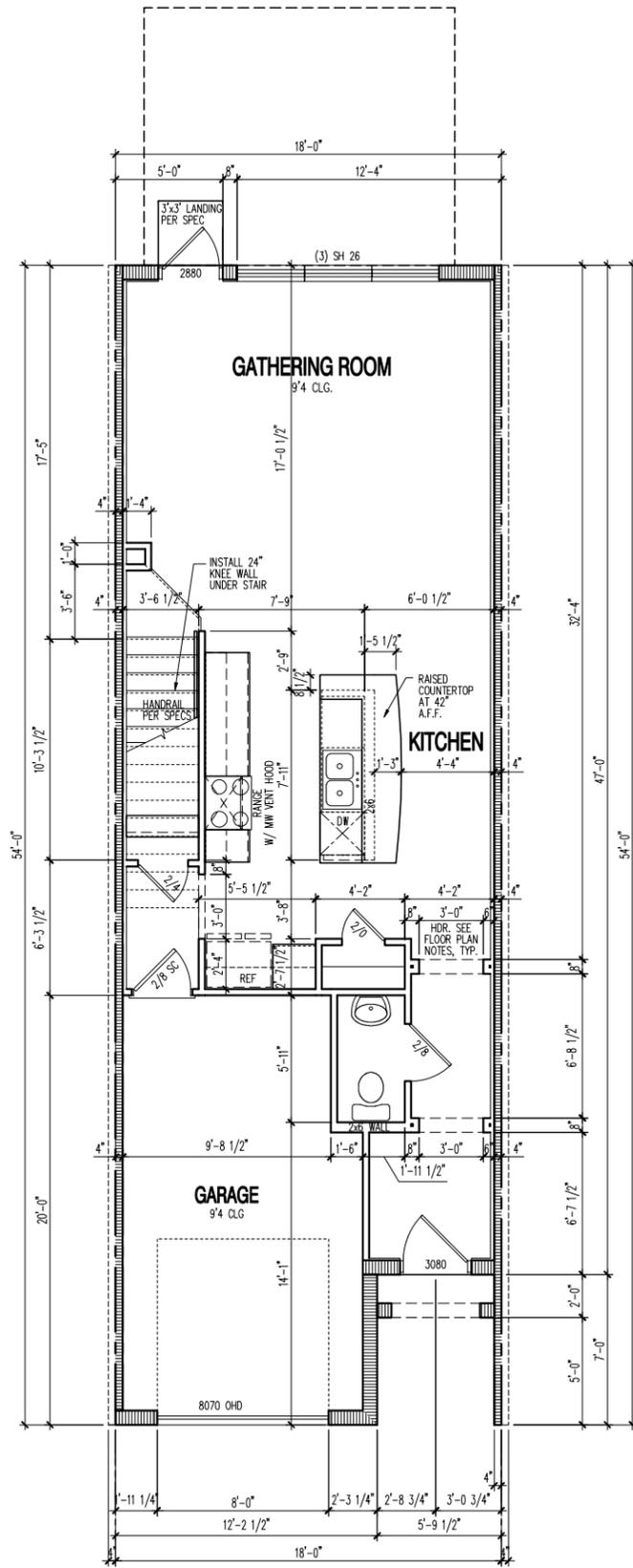
**GRAYTON 2567.502**

LAWSON PLAN ID: \_\_\_\_\_

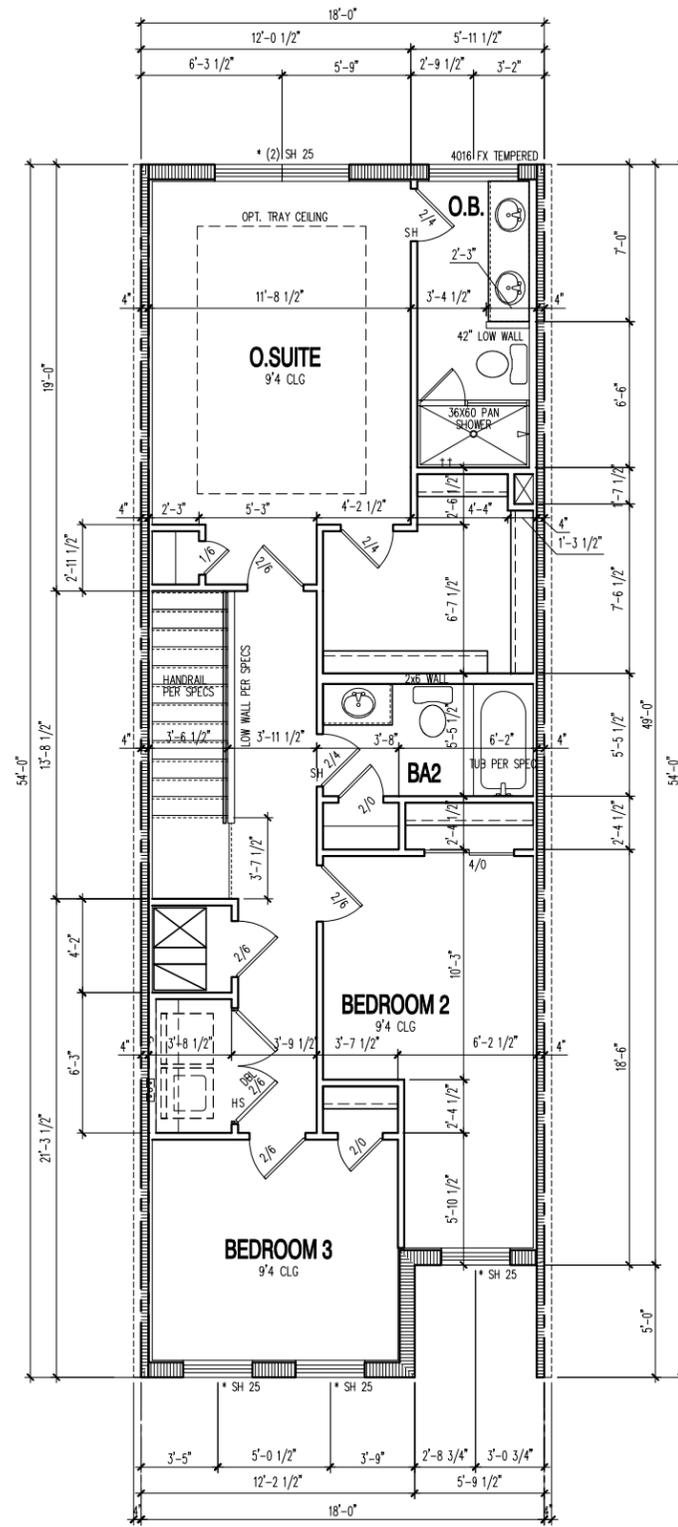
LEGACY PLAN NUMBER / NAME: \_\_\_\_\_

SHEET: **A1.11**

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



**NAVARRE - 1ST FLOOR**  
SCALE: 1/4"=1'-0"



**NAVARRE - 2ND FLOOR**  
SCALE: 1/4"=1'-0"

**LEGEND SYMBOLS**

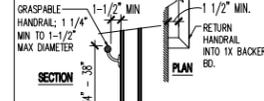
- MASONRY - CONC. BLOCK OR BRICK WALL
- 2X FRAME WALL PER PLAN
- ELEVATION INDICATOR - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR DATUM = 0'-0"
- DENOTES EMERGENCY ESCAPE & RESCUE OPENING

- NOTES:**
- 1-FIELD SHALL VERIFY ALL MASONRY OPNGS.
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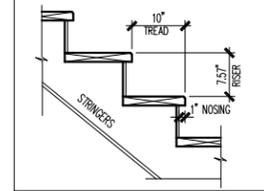
**STAIR CALCS.**

FLOOR TO FLOOR HT.	10'-8"
RISERS	17 @ 7.5"
TREAD	16 @ 10"
NOISNG	1"

**HANDRAIL**



**STAIR DIAGRAM**



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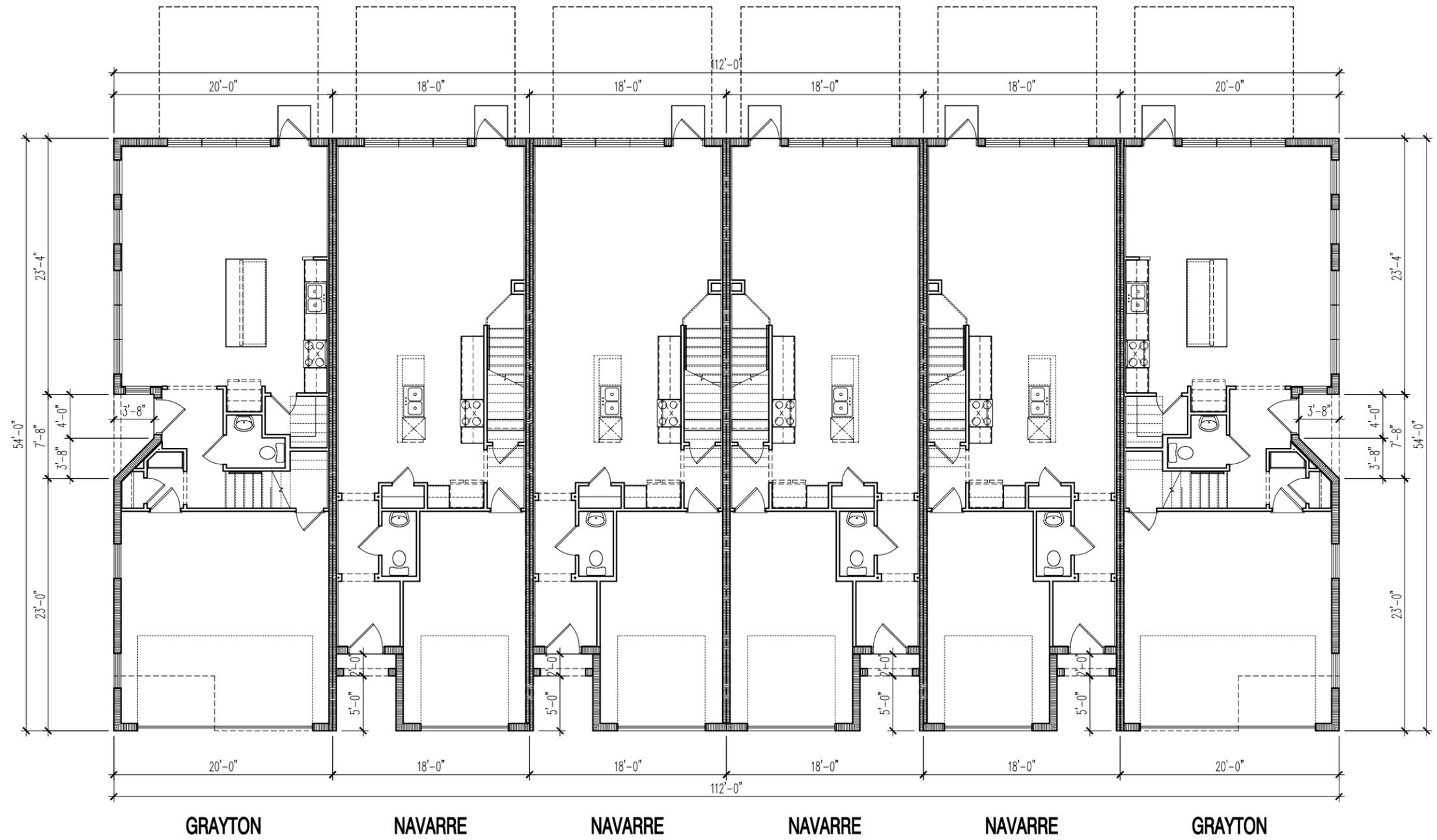
**BASE FLOOR PLANS**

PRODUCTION MANAGER	
CONTROL DATE:	9/28/16
REV #	DATE / DESCRIPTION

PROJECT TYPE	SP ATTACHED
COMMUNITY NAME	
LAWSON COMMUNITY ID	
GARAGE HANDING	
VERSION NUMBER	1.0
PLAN NAME / NPC	NAVARRE 2498.502
GRAYTON	2567.520
LAWSON PLAN ID	
LEGACY PLAN NUMBER / NAME	

SHEET  
**A1.12**

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



**LEGEND SYMBOLS**

- MASONRY - CONC. BLOCK OR BRICK WALL
- WOOD FRAME WALL
- 2-HOUR FIRE RATED WALL - SEE DETAIL
- ELEV. - ELEVATION INDICATOR - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR DATUM = 0'-0"

\* DENOTES EMERGENCY ESCAPE & RESCUE OPENING  
NOTE: FIELD SHALL VERIFY ALL MASONRY OPENINGS.

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FIRST FLOOR PLAN  
BUILDING PLAN

PRODUCTION MANAGER	
CONTROL DATE:	9/28/16
REV # / DATE / DESCRIPTION	

PROJECT TYPE  
**SF ATTACHED**

COMMUNITY NAME

LAWSON COMMUNITY ID

GARAGE HANDING

VERSION NUMBER  
**1.0**

PLAN NAME / NPC  
**NAVARRE 2498.502**

**GRAYTON 2567.520**

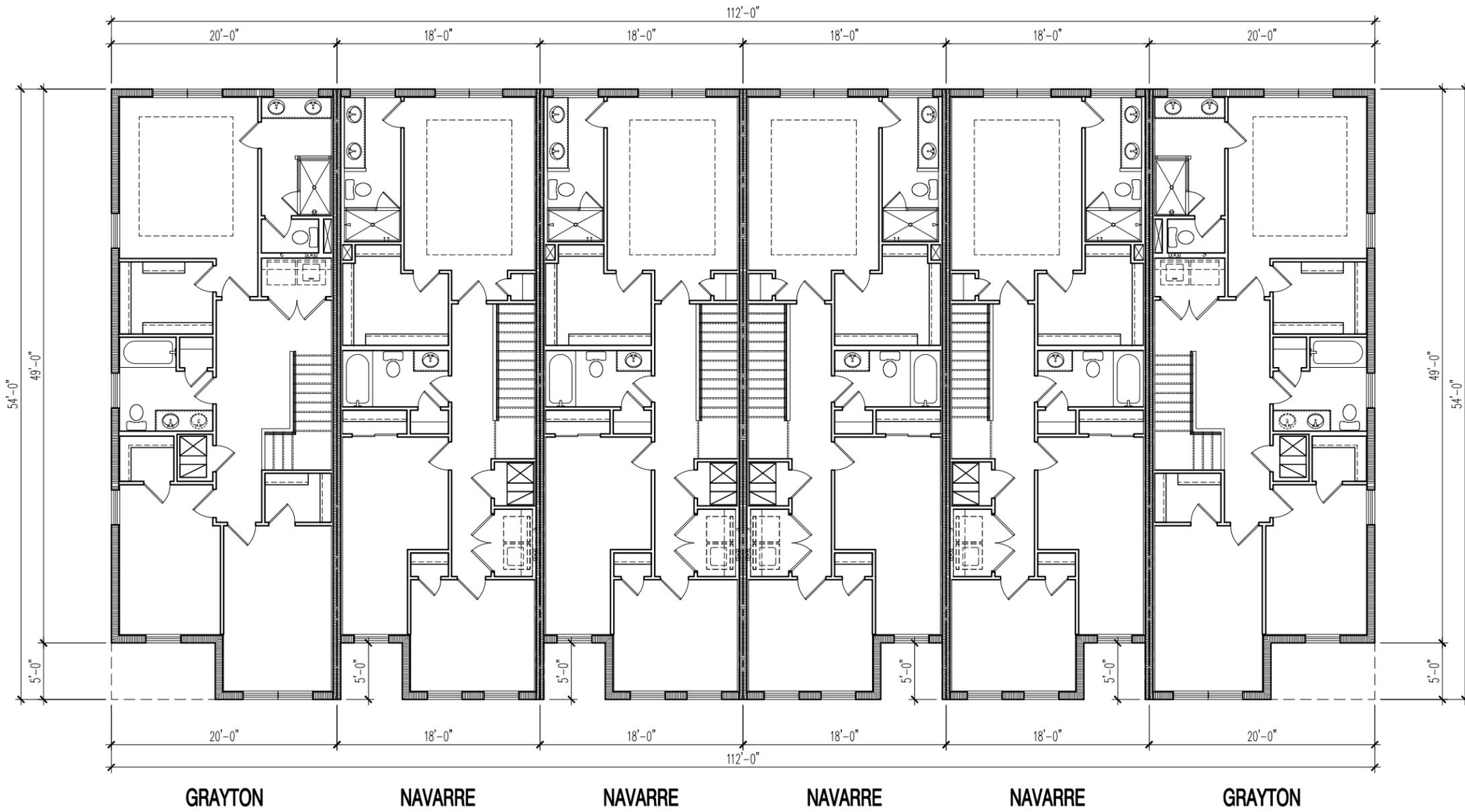
LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME

SHEET  
**B6.1-FM1A**

**FIRST FLOOR BUILDING PLAN**  
SCALE: 3/16"=1'-0"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



GRAYTON

NAVARRE

NAVARRE

NAVARRE

NAVARRE

GRAYTON

**SECOND FLOOR  
BUILDING PLAN**

SCALE: 3/16"=1'-0"

**LEGEND SYMBOLS**

- MASONRY - CONC. BLOCK OR BRICK WALL
- WOOD FRAME WALL
- 2-HOUR FIRE RATED WALL - SEE DETAIL
- ELEV. ELEVATION INDICATOR - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR DATUM = 0'-0"

\* DENOTES EMERGENCY ESCAPE & RESCUE OPENING  
NOTE: FIELD SHALL VERIFY ALL MASONRY OPENINGS.

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**SECOND FLOOR PLAN  
BUILDING PLAN**

PRODUCTION MANAGER	
CONTROL DATE:	9/28/16
REV # / DATE / DESCRIPTION	

PROJECT TYPE  
**SF ATTACHED**

COMMUNITY NAME

LAWSON COMMUNITY ID

GARAGE HANDING

VERSION NUMBER  
**1.0**

PLAN NAME / NPC  
**NAVARRE 2498.502**

**GRAYTON 2567.520**

LAWSON PLAN ID

LEGACY PLAN NUMBER / NAME

SHEET  
**B6.2-FM1A**

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



**FRONT ELEVATION**  
SCALE: 3/16"=1'-0"



**REAR ELEVATION**  
SCALE: 3/16"=1'-0"



**LEFT ELEVATION**  
SCALE: 3/16"=1'-0"



**RIGHT ELEVATION**  
SCALE: 3/16"=1'-0"

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS

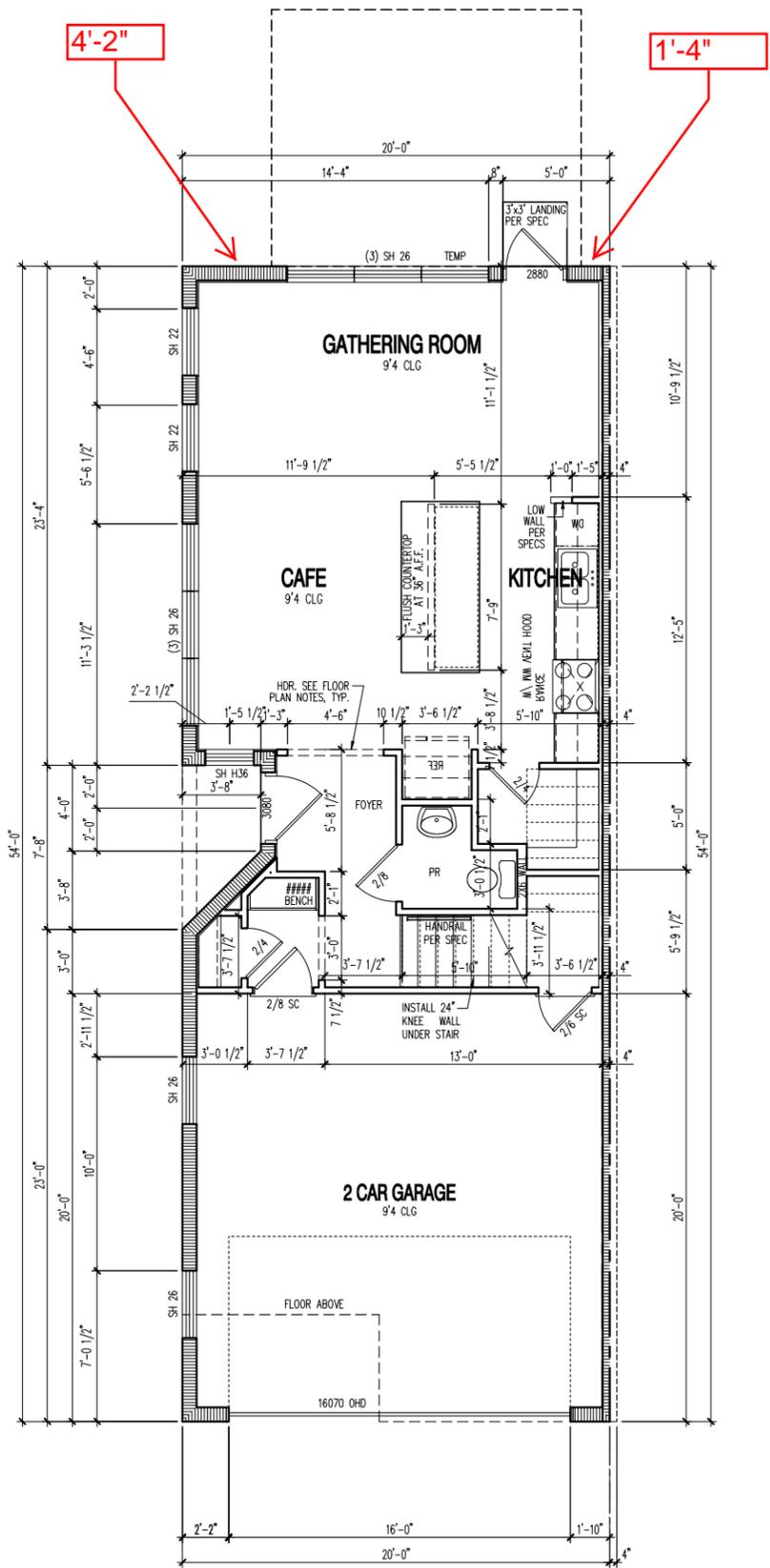
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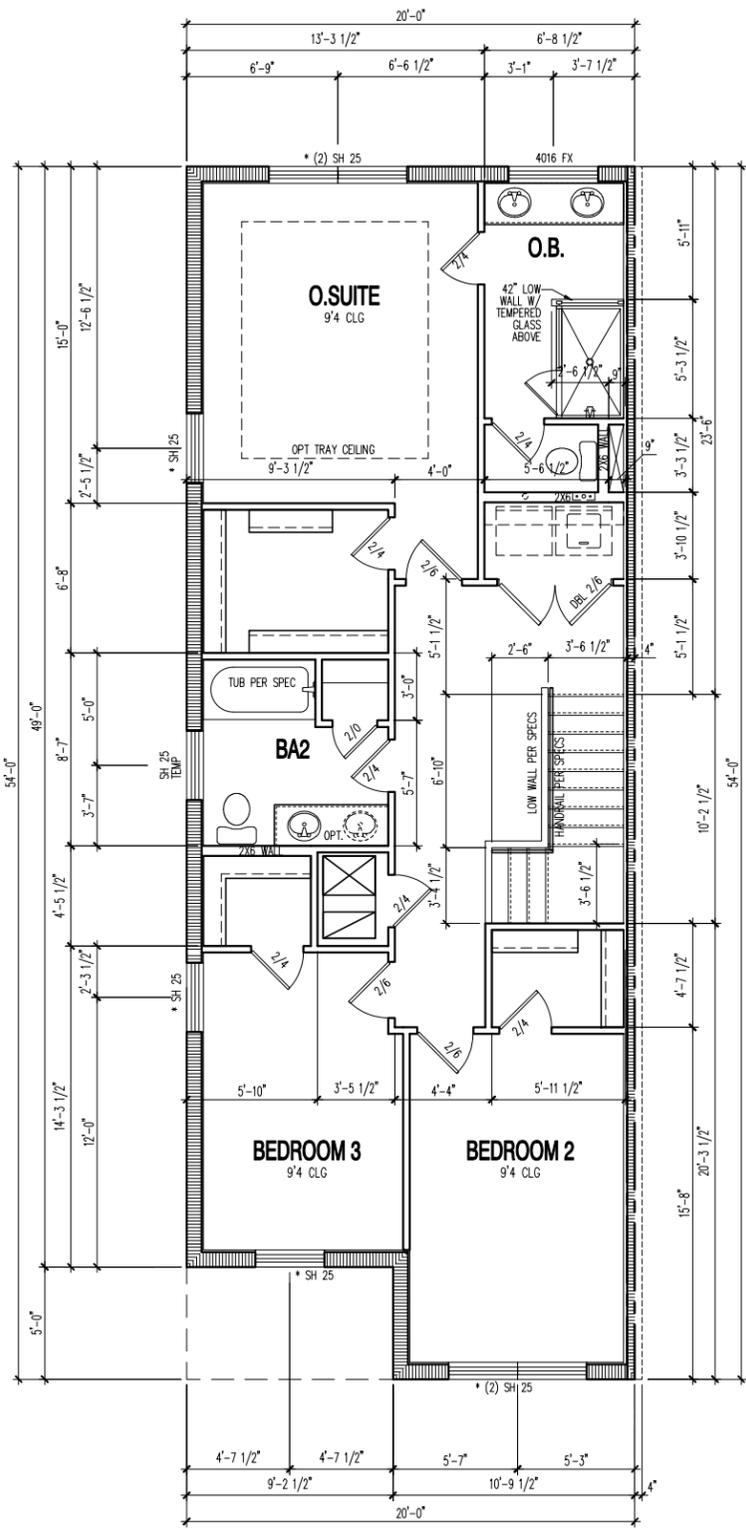
ELEVATIONS - FM2A

PRODUCTION MANAGER	
CONTROL DATE:	9/28/16
REV # / DATE / DESCRIPTION	

PROJECT TYPE	SF ATTACHED
COMMUNITY NAME	
LAWSON COMMUNITY ID	
GARAGE HANDING	
VERSION NUMBER	1.0
PLAN NAME / NPC	NAVARRE 2498.502
GRAYTON	2567.520
LAWSON PLAN ID	
LEGACY PLAN NUMBER / NAME	
SHEET	B6.3-FM1A



**GRAYTON - 1ST FLOOR**  
SCALE: 1/4"=1'-0"



**GRAYTON - 2ND FLOOR**  
SCALE: 1/4"=1'-0"

**LEGEND SYMBOLS**

- MASONRY - CONC. BLOCK OR BRICK WALL
- 2X FRAME WALL PER PLAN
- ELEVATION INDICATOR - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR DATUM = 0'-0"
- DENOTES EMERGENCY ESCAPE & RESCUE OPENING

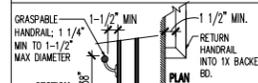
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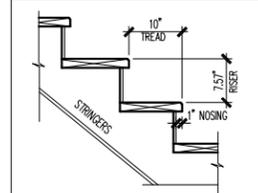
**STAIR CALCS.**

FLOOR TO FLOOR HT.	10'-8"
RISERS	17 @ 7.5"
TREAD	16 @ 10"
NOSING	1"

**HANDRAIL**



**STAIR DIAGRAM**



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**BASE FLOOR PLANS**

PRODUCTION MANAGER

CONTROL DATE: 9/28/16

REV #	DATE / DESCRIPTION

PROJECT TYPE  
**SF ATTACHED**

COMMUNITY NAME

LAWSON COMMUNITY ID

GARAGE HANDING

VERSION NUMBER  
**1.0**

PLAN NAME / NPC  
**NAVARRE 2498.502**

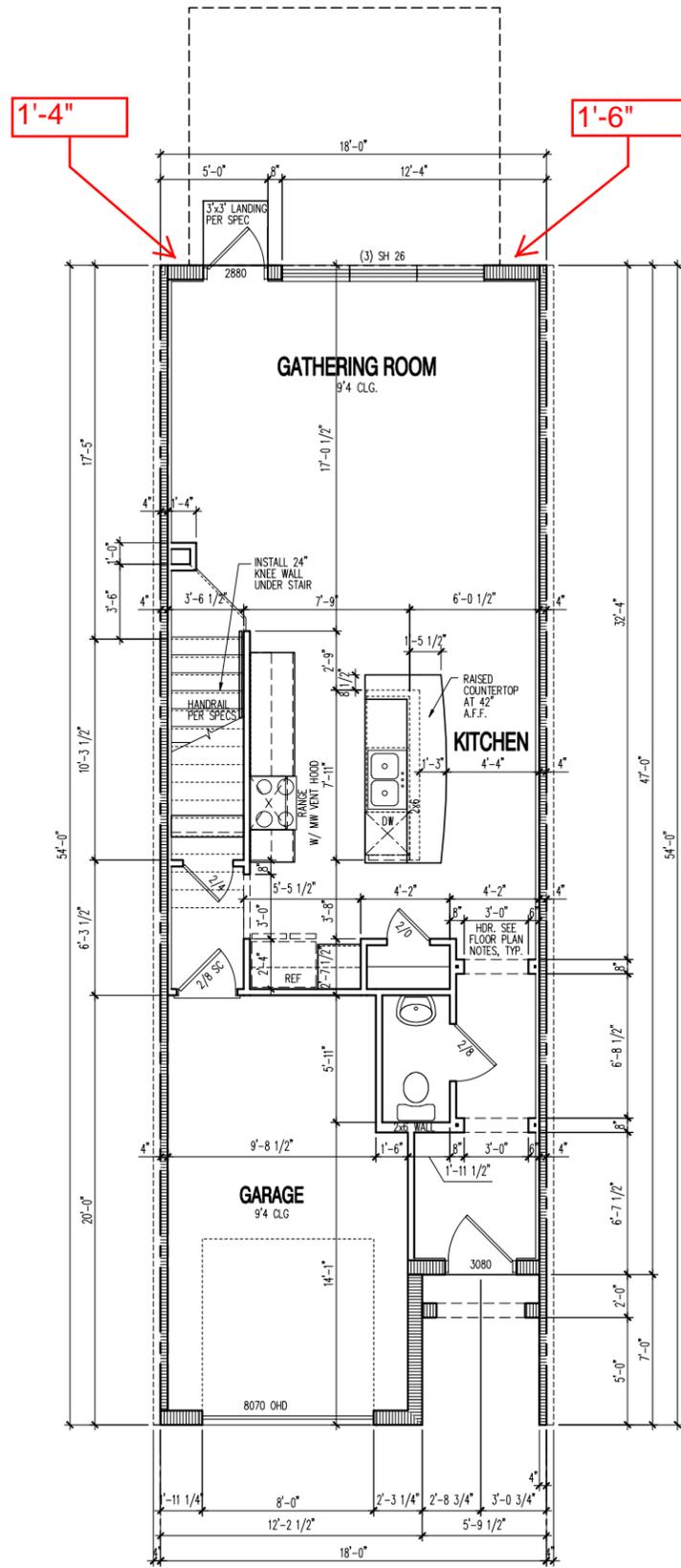
**GRAYTON 2567.520**

LAWSON PLAN ID

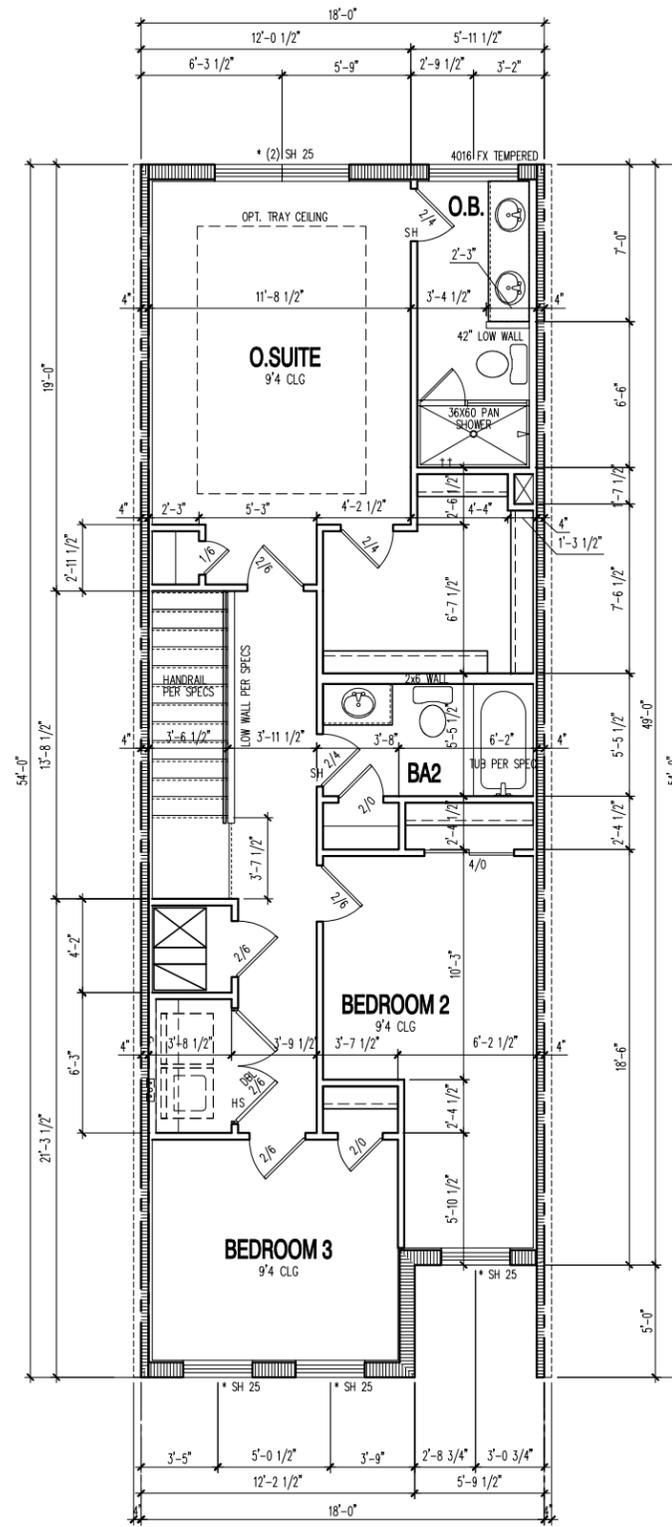
LEGACY PLAN NUMBER / NAME

SHEET  
**A1.11**

NOTE: SCALES NOTED ON DRAWINGS RELATE TO FULL SIZE PLOTS ON 22x34 SHEETS - 11x17 SHEETS REPRESENT 1/2 SCALE PLOTS



**NAVARRE - 1ST FLOOR**  
SCALE: 1/4"=1'-0"



**NAVARRE - 2ND FLOOR**  
SCALE: 1/4"=1'-0"

**LEGEND SYMBOLS**

- MASONRY - CONC. BLOCK OR BRICK WALL
- 2X FRAME WALL PER PLAN
- ELEVATION INDICATOR - ELEVATION NOTED IS RELATIVE TO FINISH FLOOR DATUM = 0'-0"
- DENOTES EMERGENCY ESCAPE & RESCUE OPENING

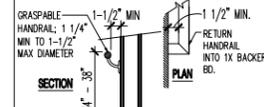
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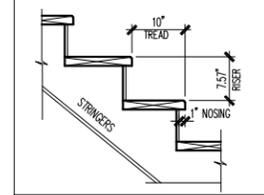
**STAIR CALCS.**

FLOOR TO FLOOR HT.	10'-8"
RISERS	17 @ 7.5"
TREAD	16 @ 10"
NO. STAIR	1

**HANDRAIL**



**STAIR DIAGRAM**



**FLORIDA ZONE**  
24311 Walden Center Dr., Suite 300  
Bonita Springs, Florida 34134 (239) 495-4800



**BASE FLOOR PLANS**

PRODUCTION MANAGER

CONTROL DATE: 9/28/16

REV #	DATE / DESCRIPTION

PROJECT TYPE: **SF ATTACHED**

COMMUNITY NAME: \_\_\_\_\_

LAWSON COMMUNITY ID: \_\_\_\_\_

GARAGE HANDING: \_\_\_\_\_

VERSION NUMBER: **1.0**

PLAN NAME / NPC: **NAVARRE 2498.502**

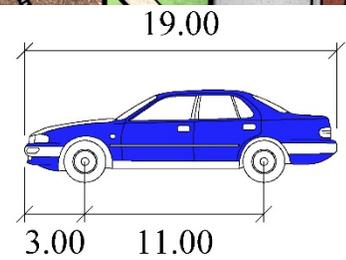
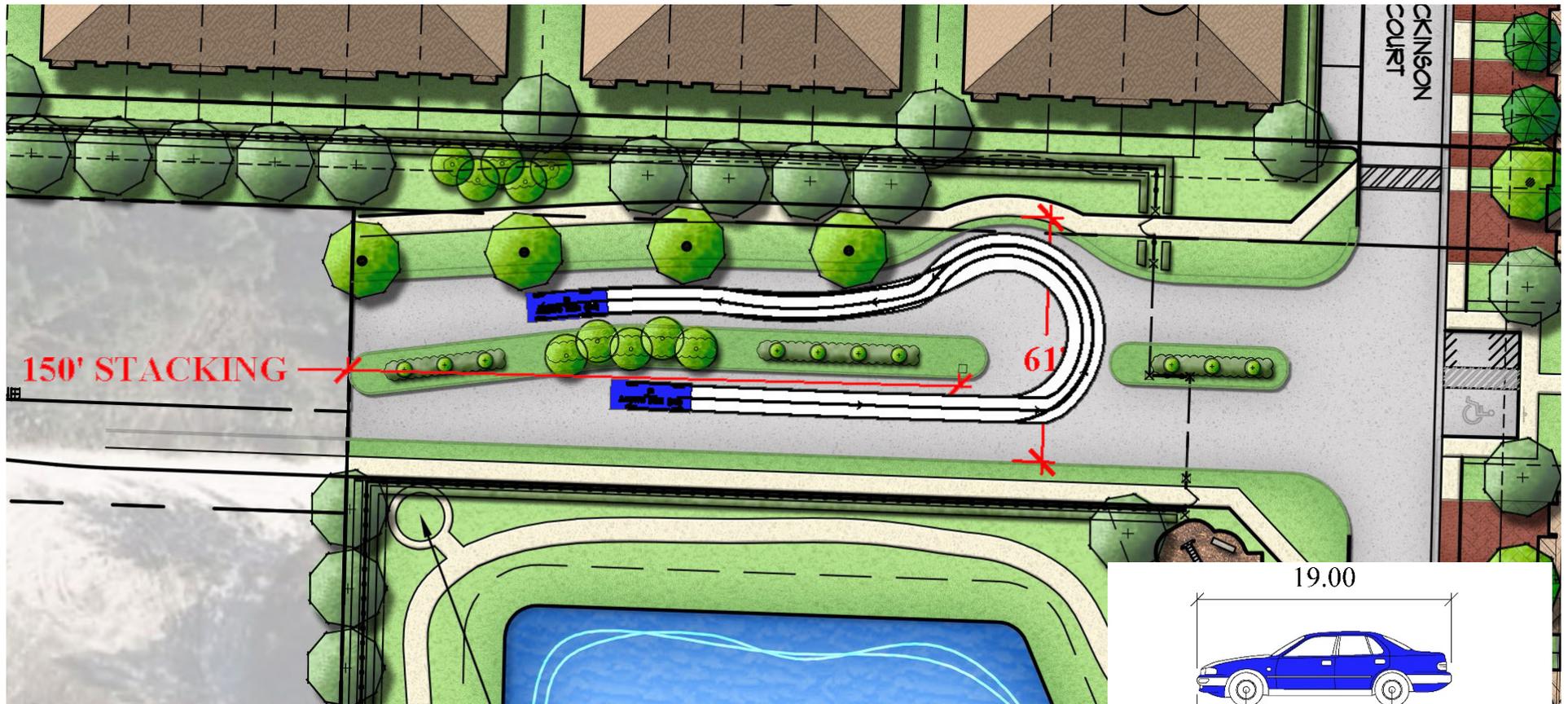
GRAYTON 2567.520

LAWSON PLAN ID: \_\_\_\_\_

LEGACY PLAN NUMBER / NAME: \_\_\_\_\_

SHEET **A1.12**

# Preston Square Entrance Detail

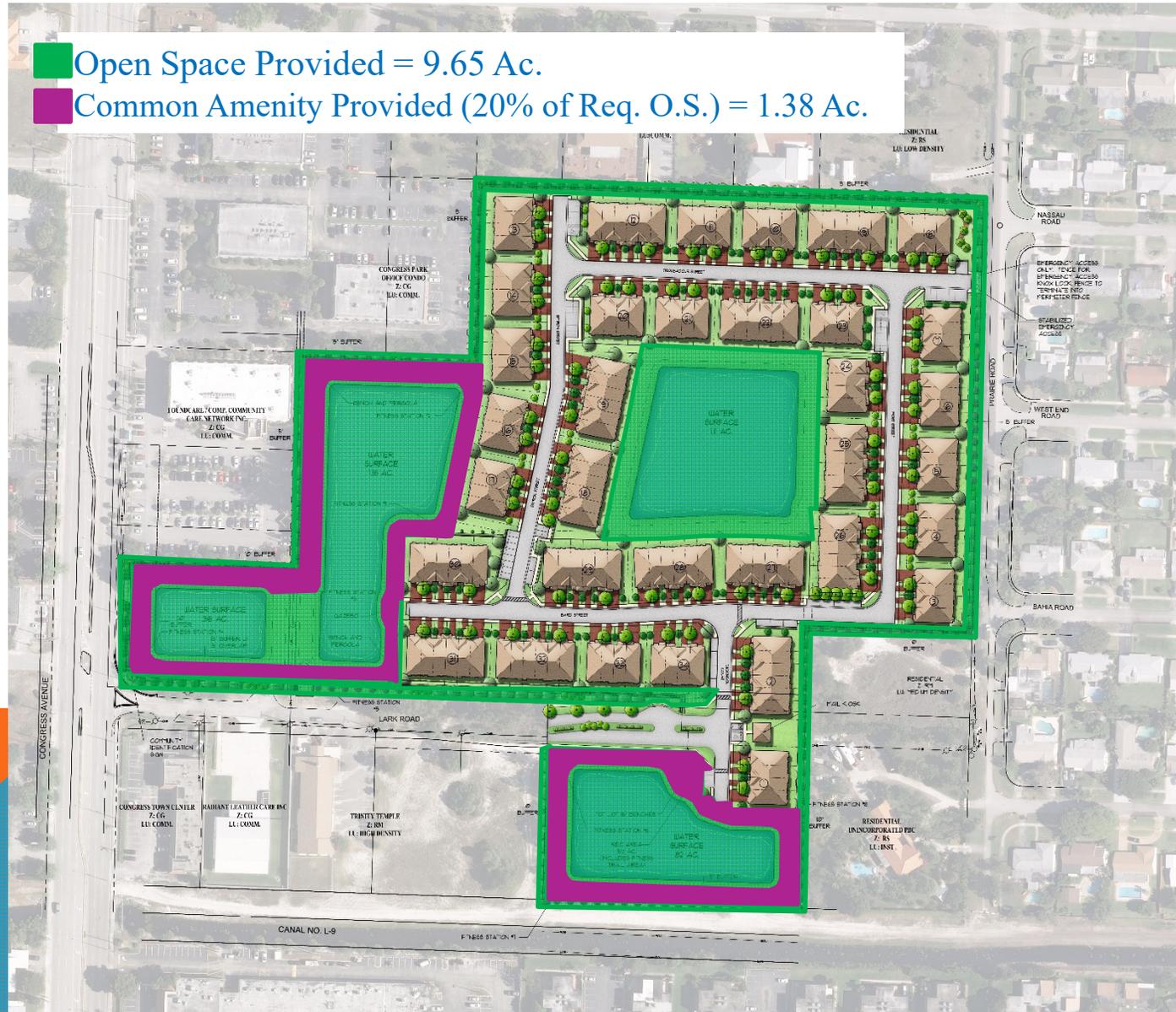


P	feet
Width	: 7.00
Track	: 6.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.6

# Preston Square Open Space Area

Open Space Provided = 9.65 Ac.

Common Amenity Provided (20% of Req. O.S.) = 1.38 Ac.



October 10, 2016

VILLAGE OF PALM SPRINGS  
LAND DEVELOPMENT DEPARTMENT  
OCT 11 2016  
RECEIVED

Kim Glas-Castro  
City of Palm Springs  
Director of Land Planning & Zoning Department  
226 Cypress Lane  
Palm Springs, FL 33461

**RE: Tonset Property Site Plan Application**

Dear Ms. Glas-Castro:

As the Pastor of the Trinity Church property located at 2930 Lark Road that is to the south of the Tonset Property, I would like to confirm that members of the Church Board and I have met with representatives of Pulte Homes (the developer) and Design and Entitlement Consultants, LLC. (Land Planning Consultants) to discuss the proposed development of the Tonset Property on September 29, 2016. We discussed the projects and any questions that I may have regarding the project. The Church Board indicated their primary concern is the 25' of right of way owned by the Village of Palm Springs that is north of the two lots owned by the Church, east of the Church property. I wanted to inform the Village of Palm Springs that we support the project.

Sincerely,



David Miller  
Trinity Temple, Inc.

cc: Greg Pettibon, Pulte Group  
David Kanarek, Pulte Group  
Ken DeLaTorre, Design and Entitlement Consultants, LLC.

October 10, 2016

Kim Glas-Castro  
City of Palm Springs  
Director of Land Planning & Zoning Department  
226 Cypress Lane  
Palm Springs, FL 33461

**RE: Tonset Property Site Plan Application**

Dear Ms. Glas-Castro:

As the owner of the property located at 2976 Lark Road that is to the south of the Tonset Property I would like to confirm that we have met with representatives of Pulte Homes (the developer) and Design and Entitlement Consultants, LLC. (Land Planning Consultants) to discuss the proposed development of the Tonset Property on September 30, 2016. We discussed the projects and any questions that I may have regarding the project. The development team answered all of my questions and committed to maintaining open communication during construction operations. I wanted to inform the Village of Palm Springs that we support the project.

Sincerely,



Steve Jennings  
Radiant Leather Care, Inc.

cc: Greg Pettibon, Pulte Group  
David Kanarek, Pulte Group  
Ken DeLaTorre, Design and Entitlement Consultants, LLC.



**Department of Engineering and Public Works**

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

**Palm Beach County Board of County Commissioners**

- Mary Lou Berger, Mayor
- Hal R. Valeche, Vice Mayor
- Paulette Burdick
- Shelley Vana
- Steven L. Abrams
- Melissa McKinlay
- Priscilla A. Taylor

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

October 11, 2016

Iramis Cabrera  
Development Department  
Village of Palm Springs  
226 Cypress Lane  
Palm Spring, FL 33461

**RE: Tonset Property  
Project #: 160617  
TRAFFIC PERFORMANCE STANDARDS REVIEW**

Dear Iramis:

The Palm Beach County Traffic Division has reviewed the **Tonset Property** Traffic Impact Analysis prepared by Pinder Troutman Consulting, Inc., dated June 13, 2016, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

**Municipality:** Palm Springs  
**Location:** On eastside of Congress Ave at Lark Road intersection  
**PCN #:** 70-43-44-17-05-003-0130; 70-43-44-17-05-005-0051; 70-43-44-17-05-004-0041; 70-43-44-17-05-004-0042

**Existing Uses:** Vacant  
**Proposed Uses:** 164 Townhomes  
**Access:** Via Lark Rd right-in/right-out access on Congress Ave  
**New Net Daily Trips:** 1,091  
**New Net PH Trips:** 77 AM (13/64) and 90 PM (60/30)  
**Build-Out:** December 31, 2020

Based on our review, the Traffic Division has determined the proposed development meets the Traffic Performance Standards of Palm Beach County. This letter supersedes the previous TPS approval letter issued on July 8, 2016.

Currently, SBL and WBL movements are not allowed at Congress Avenue and Lark Road intersection. We recommend an evaluation of aligning Lark Road to Drew Way with a full median opening on Congress Avenue. This will alleviate the project U-turn traffic impacts at the next median openings on Congress Avenue. Another optional evaluation can be relocating the median separation island to the south, allowing SBL turn traffic into Lark Road while diverting the existing NBL traffic to make U-turns at Dolan Road intersection. Reconstruction of this median opening will require FDOT permits.

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

No building permits are to be issued by the Village after the build-out date specified above. The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 684-4030 or email to [qyuan@pbcgov.org](mailto:qyuan@pbcgov.org).

Sincerely,

  
 Quan Yuan, P.E.  
 Professional Engineer  
 Traffic Division

QY:sl  
 ec: Addressee  
 Rebecca J. Mulcahy, P.E. – Pinder Troutman Consulting, Inc.  
 Quazi Bari, P.E., Professional Engineer – Traffic Division  
 Steve Bohovsky, Technical Assistant III - Traffic Division

File: General - TPS - Mun - Traffic Study Review  
 F:\TRAFFIC\MMT\MUNICIPALITIES\APPROVALS\2016\160617 - TONSET PROPERTY 3.DOC



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Land Development

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**ITEM #13:** Resolution 2016-74 - Abandonment of a Right-of-Way - Portion of Cross Street

**SUMMARY:** Pursuant to earlier annexation commitments, Village staff has initiated the abandonment of a portion of Cross Street, which is located east of Military Trail and south of Lake Worth Road (south of Bob's Auto Glass and Taco's Al Carbon.) The requested portion of Cross Street to be vacated is an unimproved right-of-way that was transferred to the Village from Palm Beach County in December 2014 during the annexation of the area. This 40.6' wide, unimproved right-of-way is dedicated to the public via the Plat No. 1 of Green Acres plat (Plat Book 12, Page 72).

The proposed abandonment of Cross Street would complete the Village's commitment that is contained in the approved Annexation Agreement with Tuller Properties (Bob's Auto Glass). Upon abandonment of the public interest R-of-Way, as required by state law, interest or title (at the centerline) will transfer to Tuller Properties and Tacos Al Carbon. Both of the adjacent property owners intend to utilize the land area within their future re-development plans.

The proposed area to be abandoned is approximately 14,405 square feet (0.32 acres) and located approximately 255' south of Lake Worth Road and immediately east of Military Trail (a platted right-of-way and unimproved street).

The Land Development Board considered the proposed abandonment during its September 13th meeting and recommended that the entire right-of-way be abandoned, with the exception of approximately 150' of the southern half, from Military Trail to the east side of the Childs Street right-of-way be abandoned.

Staff recommends that the Village Council determine that the right-of-way does not contribute to the Village's roadway system and does not benefit the community as a whole.

It should be noted that the proposed Resolution retains a utility easement over the area to protect the overhead cable and electric facilities that cross the right-of-way. Further, Village Staff has obtained written confirmation from various utility companies that they do not object to the proposed abandonment.

The proposed abandonment was prepared by the Village Attorney and reviewed by the Land

Development Director.

**FISCAL IMPACT:**

The abandonment of the unimproved right-of-way may assist in facilitating development of the two adjacent properties, thereby increasing the value of these parcels.

**ATTACHMENTS:**

1. Proposed Resolution No 2016 -74 - Abandonment of Right-of-Way
2. Sketch & Description of Cross Street
3. Location Map
4. Aerial Map

**RESOLUTION NO. 2016-74**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN AND TO A PORTION OF CROSS STREET, BUT RETAINING A UTILITY EASEMENT OVER AN AREA THAT IS FIVE FEET ON EACH SIDE OF THE CENTERLINE OF THE STREET FOR A TOTAL OF TEN FEET, WHICH IS LOCATED EAST OF MILITARY TRAIL AND SOUTH OF LAKE WORTH ROAD; THE REQUESTED PORTION OF CROSS STREET TO BE VACATED IS AN UNIMPROVED RIGHT-OF-WAY THAT WAS TRANSFERRED TO THE VILLAGE FROM PALM BEACH COUNTY IN DECEMBER 2014 DURING THE ANNEXATION OF THE AREA; THE 40.6' WIDE RIGHT-OF-WAY IS DEDICATED TO THE PUBLIC VIA THE PLAT NO. 1 OF GREEN ACRES PLAT (PLAT BOOK 12, PAGE 72) , OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Cross Street is an unimproved right-of-way transferred from Palm Beach County to the Village in December, 2014 with the annexation area. Village Staff, has submitted an application for the abandonment of a portion of Cross Street, approximately 14,105 square feet (0.32 acres) in size and is located approximately 255' south of Lake Worth Road and immediately east of Military Trail (a platted right-of-way and an unimproved street), (hereinafter the "subject right-of-way"), within the Village of Palm Springs, Florida ("Village"); and

**WHEREAS**, the subject right-of-way is generally located south of Lake Worth Road and is legally described on the survey attached hereto and incorporated herein as Exhibit "A"; and; and

**WHEREAS**, the Subject Right-Of-Way has never been used as a right-of-way, is not part of a state or federal highway system, and has not been acquired for state or federal highway purposes; and

**WHEREAS**, the Subject Right-Of-Way is within the corporate limits of the Village, and is under the control and jurisdiction of the Village; and

**WHEREAS**, the Land Development Board of the Village of Palm Springs, Florida has heard the request for abandonment of the road right-of-way; and

**WHEREAS**, the Land Development Board has made a recommendation to the Village Council that the Application be approved, as set forth in their recommendation and minutes; and

**WHEREAS**, the Village Council has held a public hearing on November 10, 2016, and has determined the abandonment described herein shall not materially

Resolution No. 2016-74

interfere with the roadway system of the Village, and shall not materially deprive any person of a reasonable means of access or otherwise adversely affect other property owners within the Village; and.

**WHEREAS**, the Village Council has considered whether the Application meets the Village’s regulations for the abandonment of public rights-of-way; and,

**WHEREAS**, the Village Council has determined that the Subject Right-Of-Way is no longer necessary or needed by the public; and,

**WHEREAS**, the Village Council deems it in the best interest of the public to abandon the Subject Right-Of-Way, as herein described upon the conditions herein provided.

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

**Section 1.** The Whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Village Council.

**Section 2.** The Village Council hereby approves the abandonment of the Subject Right-Of-Way as legally described on **Exhibit “A”** which is attached hereto, and incorporated herein; however, the Village retains a utility easement over the area that extends out five feet on both sides of the current centerline of the right-of-way (for a total of ten feet) to protect overhead cable and electric facilities that cross the right-of-way.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4.** Upon its complete execution by the parties, the Village Clerk shall record a certified copy of this Resolution with the Clerk of the Circuit Court.

**Section 5.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing Motion to approve the Resolution. Council Member \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<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"/>

Resolution No. 2016-74

DOUG GUNTHER, COUNCIL MEMBER

LIZ SHIELDS, COUNCIL MEMBER

The Mayor thereupon declared this Resolution duly passed and adopted this  
\_\_\_\_ day of NOVEMBER, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
SUSAN M. CALJEAN, VILLAGE CLERK

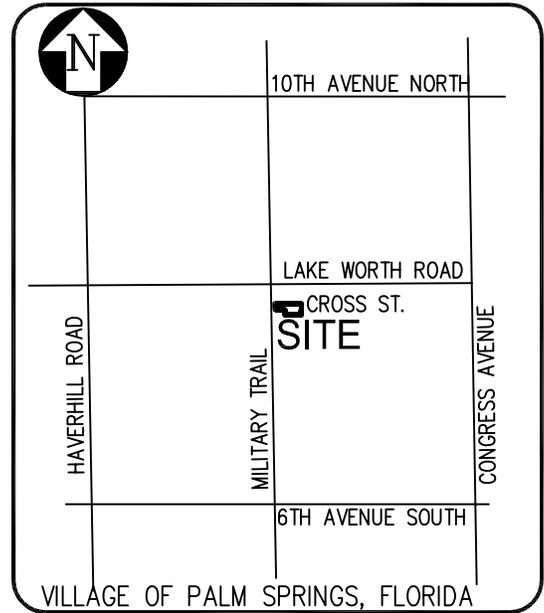
REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**SKETCH OF DESCRIPTION  
THIS IS NOT A SURVEY  
NOT VALID WITHOUT ACCOMPANYING SHEETS 2,& 3**

**LEGEND**

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE
PBC	PALM BEACH COUNTY
☉	CENTERLINE



**LOCATION MAP**  
N.T.S.

**NOTES:**

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HERON ARE BASED ON A GRID BEARING OF S87°41'21"E ALONG THE CENTERLINE OF CROSS STREET (40' WIDE RIGHT-OF-WAY) AS RECORDED IN PLAT BOOK 12, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
5. DISTANCES SHOWN HEREON ARE GROUND DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON COMPLIES WITH THE STANDARDS OF PRACTICE, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

\_\_\_\_\_  
C. ANDRE RAYMAN, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 4938  
STATE OF FLORIDA LB#6603

FDR: **VILLAGE OF PALM SPRINGS  
PORTION OF CROSS STREET ABANDONMENT**

SCALE:	N/A
DRAWN BY:	STAFF
CHECKED BY:	A. RAYMAN
DATE:	10.17.2016

A Higher Standard of Excellence



ENGINEERS • SURVEYORS • GIS MAPPERS

1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409  
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #	SHEET: 1 / 3
FLORIDA R.L.S. #	JOB # 6001.18

**SKETCH OF DESCRIPTION**  
**THIS IS NOT A SURVEY**  
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1, & 3

**LEGAL DESCRIPTION**

A STRIP OF LAND BEING A PORTION OF CROSS STREET (40.6 FOOT WIDE RIGHT OF WAY), AS SHOWN ON PLAT NO. 1 OF GREEN ACRES AS RECORDED IN PLAT BOOK 12, PAGE 72, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**BEGINNING** AT THE SOUTHEAST CORNER OF BLOCK 4, SAID PLAT NO. 1 OF GREEN ACRES; THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK 4, AND BLOCK 7, AND THEIR EXTENSIONS, AND ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF CROSS STREET (40.6 FOOT WIDE RIGHT-OF-WAY), AS RECORDED IN SAID PLAT BOOK 12, PAGE 72; N87°41'21"W A DISTANCE OF 417.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MILITARY TRAIL (VARYING WIDTH RIGHT-OF-WAY), AS SHOWN IN OFFICIAL RECORD BOOK 5988, PAGE 1518; THENCE LEAVING SAID BLOCK LINE, S04°55'10"W A DISTANCE OF 20.32 FEET TO A POINT ON THE CENTERLINE OF SAID CROSS STREET; THENCE ALONG SAID CENTERLINE OF CROSS STREET, S87°41'21"E A DISTANCE OF 148.21 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FORMER CHILDS STREET (50' WIDE RIGHT-OF-WAY) AS RECORDED IN SAID PLAT BOOK 12, PAGE 72 AND THE CENTERLINE OF SAID CROSS STREET; THENCE ALONG THE EXTENSION OF SAID EASTERLY RIGHT-OF-WAY OF FORMER CHILDS STREET; S01°28'56"W A DISTANCE OF 20.30 FEET TO THE NORTHWEST CORNER OF BLOCK 5 AND SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CROSS STREET (46.6' WIDE RIGHT-OF-WAY) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CROSS STREET S87°41'21"E A DISTANCE OF 270.03 FEET TO A NORTHEAST CORNER OF SAID BLOCK 5 SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF PRICE STREET (50' WIDE RIGHT-OF-WAY), AS SHOWN IN SAID PLAT BOOK 12, PAGE 72; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF PRICE STREET N01°28'56"E A DISTANCE OF 40.60 FEET TO THE **POINT OF BEGINNING**.

SAID HEREIN DESCRIBED PARCEL CONTAINING 14,105 SQUARE FEET MORE OR LESS.

FDR: **VILLAGE OF PALM SPRINGS**  
**PORTION OF CROSS STREET ABANDONMENT**

SCALE:	N/A
DRAWN BY:	STAFF
CHECKED BY:	A. RAYMAN
DATE:	10.17.2016

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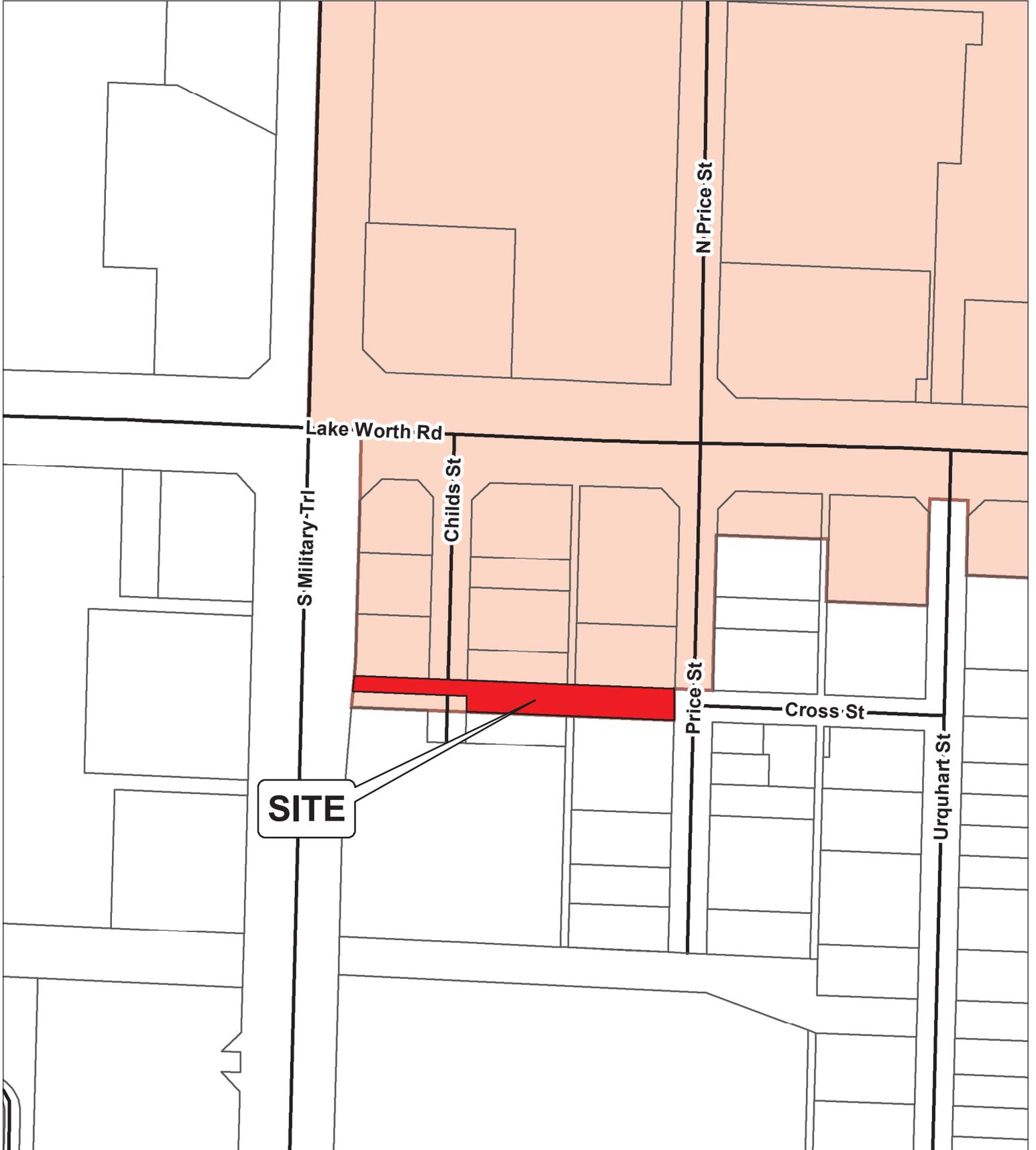
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FIELD BOOK #	SHEET: 2 / 3
FLORIDA R.L.S. #	JOB # 6001.18



# VILLAGE OF PALM SPRINGS

## Vacate Portion of Cross Street



-  Area to Vacate
-  Village Limits



DATE: 10/17/2016



# VILLAGE OF PALM SPRINGS

## Vacate Portion of Cross Street



 Area to Vacate

0 100 200 400 Feet

DATE: 10/17/2016





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Administration

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**ITEM #14:** Discuss Proposed Palm Beach County Metropolitan Planning Organization (MPO) Transition to an Independent Agency

**SUMMARY:** The Palm Beach County Metropolitan Planning Organization (MPO) is a county agency responsible for prioritizing transportation funding. The MPO membership is made up of 21 voting members and 1 non-voting advisor, who are responsible for coordinating and developing a comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

During the December 2016 meeting, the MPO board is expected to consider an initiative to transition from a PBC department to an independent agency. This move, according to information provided by the the MPO Executive Director is proposed to provide a “cultural shift” to ensure equal input and decision-making authority among all board members on county-wide matters.

The shift to an independent agency would reduce the financial support from PBC (approx. \$92,000 annually that are not repaid to PBC and up to \$850,000 as a line of credit) and move the MPO from its current location within the PBC governmental facilities. The MPO would then be required to secure office space, implement an employee benefit program and hire independent legal counsel.

If the proposed change is approved by the MPO membership, the member cities would be required to provide a One-Time Contribution and Annual Dues based on population. The Village's portion is provided within the attached schedule of fees. All payments would begin in the 1st quarter of Fiscal Year 2018, if approved.

The Land Development Director and the Village Manager {both serve as members of the MPO's Technical Advisory Committee (TAC)] had the opportunity to discuss the proposed transition with the MPO Executive Director and he noted that the proposed one-time contributions and annual dues, along with the annual federal grants received, would be sufficient to support the annual personnel and operating costs associated with moving the MPO to an independent status.

Prior to the upcoming MPO meeting in December 2016, Vice Chairman Joni Brinkman, who serves as the Village's representative to the MPO board, has requested that the Council consider this proposal (including financial commitment) and provide consensus on the Council's preference related

to this issue.

**FISCAL IMPACT:**

As proposed, the Village, as a board member, would be required to pay a \$20,107 one-time contribution and annual dues starting at \$2,011, but at this time there is little assurance that these fees won't increase.

**ATTACHMENTS:**

1. Transitioning to an Independent MPO Summary



# TRANSITIONING TO AN INDEPENDENT MPO

## Background

- The Palm Beach MPO has been hosted by Palm Beach County since its inception in 1979. As the host, Palm Beach County has provided funds for expenditure until reimbursed by federal grants and has provided cash-matching funds required for the Federal Transit planning grant. They have also provided facilities and administrative services to support the MPO (at a low-market fee for services rendered). MPO staff are county employees pursuant to the Interlocal Agreement between the MPO and the County.

## Objectives

- Establish functional independence of the MPO from all member jurisdictions
  - Create a clear chain of command and increased responsiveness to the MPO Governing Board through direct supervision of the Executive Director
  - Create equitable distribution of local financial support through per capita dues assessment
  - Increase interest in MPO process by member jurisdictions based on financial participation relative to the current county-based organizational structure
- Locate the MPO office to promote a culture that is multimodal, diverse, and encourages equal participation by all members
- Ensure adequate meeting facilities to promote maximum participation by the Board and members of the public
- Increase community visibility as an independent organization relative to the current county-based organizational structure
- Improve ability to manage MPO staff – financial independence and responsibility for decisions, no conflicts of interest while serving more than one agency, no perceived or real undue influence by any MPO member jurisdiction

## Process

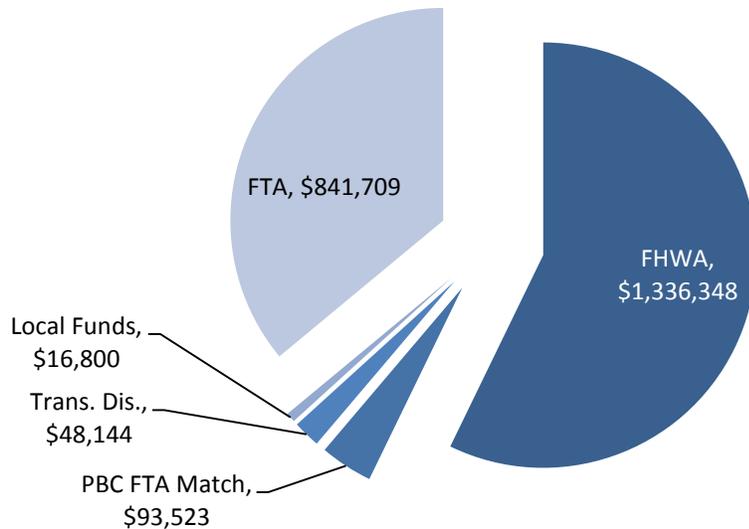
- Amend MPO Board Bylaws to require one-time contribution and annual dues
  - One-time 90¢ per capita member contribution to facilitate cash flow management; payable to MPO by December 31, 2017
  - Annual dues of 9¢ per capita to provide grant-matching funds and cover non-reimbursable costs, payable by December 31 of each fiscal year
- Execute an employment agreement with the executive director
- Execute an agreement for Legal Services
- Adopt MPO Personnel Manual
- Extend offers to MPO staff to become independent MPO employees
- Execute a lease agreement for office and meeting facilities



# Frequently Asked Questions

## How is the MPO funded today?

- The MPO's \$2.3M operating budget for FY 2017 is funded as shown below.



### Explanation of Funding Sources

**FHWA** – Federal Highway Administration

**FTA** – Federal Transit Administration

**PBC FTA Match** – County funds provided to match FTA grant funds at 10% of grant total

**Local Funds** – MPO Reserve Funds used for non-reimbursable objectives

**Trans. Dis.** – State funded Transportation Disadvantaged planning grant for paratransit (door to door) service

## Why does the MPO need a one-time contribution from members?

- To create a revolving fund for cash flow management. The MPO is funded primarily through federal grants on a cost-reimbursement basis through submittal of quarterly invoices. This means that the MPO must first spend a local dollar and then create an invoice to reimburse that dollar from one of its planning grants. Currently, the County allows the MPO to spend a County dollar and then reimburse it from grant revenues. The creation of a revolving fund from the one-time contributions from members allows the MPO to manage its cash flow and maintain seamless operations.

## What do the annual member dues allow the MPO to accomplish?

- Required Grant Matching** - The FTA grant requires a 10 percent cash match from the MPO, currently provided by Palm Beach County. The annual dues structure would equitably distribute this cost between all members including the County.
- Non-Reimbursable Objectives** - The MPO is prohibited from reimbursing some costs (e.g. advocacy, promotional activities like the Commuter Challenge, meeting refreshments) through their grants. The annual member dues would allow for these activities to continue to support the objectives of the MPO Governing Board.

## Can the MPO afford to operate as an independent agency?

- Yes. The MPO has developed a carry forward balance in both of its primary grants (~\$1.8M from FHWA and ~\$1.1M from FTA). These carry forward balances would offset any one-time costs associated with the transition as well as annual cost increases for several years. Beyond that, the MPO would balance its budget in line with revenue projections.

<u>Local Government</u>	<u>2015 Population</u>	<u>% of Total</u>	<u># of MPO Board Members</u>	<u>One-Time Contribution<sup>1</sup></u>	<u>Annual Dues</u>
West Palm Beach city	106,779	7.5%	2	\$96,101	\$9,610
Boca Raton city	93,235	6.6%	2	\$83,912	\$8,391
Boynton Beach city	73,966	5.2%	1	\$66,569	\$6,657
Delray Beach city	66,255	4.7%	1	\$59,630	\$5,963
Jupiter town	62,707	4.4%	1	\$56,436	\$5,644
Wellington village	62,560	4.4%	1	\$56,304	\$5,630
Palm Beach Gardens city	52,923	3.7%	1	\$47,631	\$4,763
Greenacres city	39,676	2.8%	1	\$35,708	\$3,571
Royal Palm Beach village	37,633	2.6%	1	\$33,870	\$3,387
Lake Worth city	37,498	2.6%	1	\$33,748	\$3,375
Riviera Beach city	34,005	2.4%	1	\$30,605	\$3,060
Palm Springs village	22,341	1.6%	1	\$20,107	\$2,011
Belle Glade city	18,251	1.3%	1	\$16,426	\$1,643
UNINCORPORATED AREA <sup>2</sup>	626,203	44.0%	5	\$420,000	\$56,358
PORT OF PALM BEACH			1	\$15,000	\$1,500
PLANNING AREA TOTAL	1,422,789	100.0%		<b>\$1,072,046</b>	<b>\$121,563</b>
<b>MPO TOTAL</b>	<b>1,334,032</b>	<b>93.8%</b>	<b>21</b>		

Notes:

1. The municipalities' one-time contribution would be due prior to December 31, 2017
2. The County's one-time contribution would be satisfied by transfer of MPO Reserve Funds accumulated while hosted by the County.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** November 10, 2016

**DEPARTMENT:** Administration

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**ITEM #15:** Approve 2017 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs

**SUMMARY:** The Village Council requested to consider the proposed 2017 Legislative Appropriations, Grants, Priorities & Issues statement. If approved, the proposed legislative request will be presented to the Village's State Senate and House representatives as well as the Palm Beach County Legislative Delegation for consideration.

If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support (i.e., appropriations and grants) from the state of Florida to address various infrastructure and recreational needs and improvements. Additionally, proposed legislative recommendations would be provided to ensure and protect the Village's home rule authority as well as to enable the Village to operate more effectively and efficiently.

**FISCAL IMPACT:**

If approved, the Village would present the proposed 2017 Legislative Appropriations, Grants, Priorities and Issues to the Village's State Senate and House legislators as well as the Palm Beach County Legislative Delegation. If supported and approved during the upcoming legislative session, the Village would have the opportunity to receive financial support from the state of Florida for various needs and improvements.

**ATTACHMENTS:**

1. Proposed 2017 Legislative Appropriations, Grants, Priorities & Issues - Village of Palm Springs



## 2017 Legislative Appropriations, Grants, Priorities & Issues

---

### 2017 Appropriation Request:

1. Stormwater Drainage Improvements along 10<sup>th</sup> Ave North and Davis Road - \$450,000 (25% Village Match)
2. Water and Wastewater Utility Improvements – Amount To Be Determined

\*Note: The Village requested funding for the above referenced stormwater project within the 2015 & 2016 Legislative sessions and were not recommended for funding.

### 2017 Grant Request:

1. FRDAP – Sable Palm Park Field & Lighting Improvements - \$50,000 (Non-Matching)
2. FRDAP – Village Center Complex Improvements - \$400,000 (\$200,000 Village Match)

\*Note: The Village has requested \$400,000 FRDAP grants the past two (2) legislative sessions; however, funding was not provided. The Village did receive funding for a smaller (\$50,000) application for the new Fox Tail Palm Park improvements, which did not require a match by the Village.

### 2017 Requested Legislative Amendments:

1. Annexation – Involuntary Process – Remove language requiring referendum if not property owner
2. Property Liens – Utility Billing – Ability to lien properties that do not pay utility bills if Village does not maintain Revenue Bonds
3. Forfeiture Funding – Police Department – Expand the Village’s ability to use these funds to support additional police activities, uniforms, Emergency Operations Center, etc.
4. Charter Schools – Remove the ability to utilize incentives (i.e., gift cards, raffles, etc.) to increase enrollment counts and require new projects to meet local government codes
5. Public Records Exemption – Elected Officials personal information
6. Shopping Carts Regulations – Permit local governments with the opportunity to ensure that businesses are responsible for maintaining carts and not putting this financial burden on Village
7. Elections – Home Rule Authority – Enable the Village to determine the date of municipal elections and not be required to change election dates to a unified state election date.

Note: The Village requested assistance with amending the state’s involuntary annexation statute within the 2015 & 2016 Legislative Session; however, a bill was not presented for consideration.